

# NIAGARA FALLS WATER BOARD

## REQUEST FOR BIDS

BID #W2016-03

Bids on items as specified herein will be accepted at City Hall until 11:00 A.M., and opened at 11:00 A.M. on October 5, 2016.

All bids are subject to delivery and must state when delivery can be made as stated herein.

If a bid is submitted on an article intended as a substitute for a grade or brand specified, the bidder must state the grade or brand of the substitution, otherwise it will be assumed that the bid is based on the grade or brand specified.

The City reserves the right to accept this bid by items, or as a whole, or to reject any or all bids or waive informalities.

Bids are to be shown NET. Cash discounts are to be stated, if any.

All bids must be accompanied by the requisite bid bond IF SO STATED IN THE SPECIFICATIONS.

Provision of any required performance bond is the responsibility of the bidder.

Prices must be filled in with typewriter or ink on this form and placed in a **SEALED ENVELOPE CLEARLY MARKED WITH THE BID NUMBER AND THE NAME OF COMPANY SUBMITTING THE BID.**

Any and all bids and contracts made or awarded by the Niagara Falls Water Board or any department, agency or official thereof for work or services performed or to be performed, or goods purchased or sold or to be purchased or sold are made subject to the provisions of Chapter 861 of the Laws of New York, 1953, as amended by Chapter 751 of the Laws of New York, and as now contained or as may hereafter be amended. The provisions of the New York State General Municipal Law and 103a and 103b are applicable to this bid.

**BIDDER'S ATTENTION IS REQUESTED REGARDING THE FOLLOWING CONDITIONS AND REGULATIONS. BIDS NOT IN COMPLIANCE WITH THE FOREGOING CONDITIONS AND REGULATIONS WILL NOT BE CONSIDERED.**

### **NON-COLLUSIVE BIDDING CERTIFICATION (PURSUANT TO CHAPTER 751 OF LAWS OF NEW YORK, 1965)**

**By submission of this bid or proposal, the bidder certifies that:**

- a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;
- b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor or potential competitor;
- c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal;
- d) The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidders as well as to the person signing on it's behalf;
- e) That attached hereto (if a corporate bidder) is a certified copy or resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporate bidder.

### **Anti-Discriminatory Statement:**

All programs, policies, procedures, procurement opportunities and activities conducted by and through this organization, its employees, contractors and subcontractors shall be conducted without regard to age, ancestry, color, creed, citizenship (where applicable), gender, genetic information/testing, marital status, mental or physical disability, political affiliation, belief or opinion (where applicable), national origin, race, religious affiliation, belief or opinion, sex, (except where age, sex, or disability involves a bonafide occupational qualification), sexual orientation (where applicable) or status as a participant in Workforce Investment Act (WIA) funded programs (where applicable). The NFWB encourages participation of women and minority owned business enterprises in all its procurement opportunities and has a goal of increasing participation of M/WBE organizations in its procurement activities.

**COMPANY NAME:**

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**ADDRESS:**

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<b>TOTAL NET PRICE</b>	<b>DELIVERY PROMISED</b>
<b>CONTACT PERSON FOR QUESTIONS REGARDING BID</b>	<b>TELEPHONE NUMBER</b>
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>TITLE</b>	

**MAIL BIDS TO:**  
NIAGARA FALLS WATER BOARD  
C/O PURCHASING DIVISION ROOM 214  
PO BOX 69  
NIAGARA FALLS, NY 14302-0069

**DELIVER BIDS TO:**  
NIAGARA FALLS WATER BOARD  
C/O PURCHASING DIVISION ROOM 214  
745 MAIN STREET  
NIAGARA FALLS, NY 14301

**BIDS SUBMITTED BY FACSIMILE ARE UNACCEPTABLE**

QNTY	UNIT	DESCRIPTION	UNIT PRICE		NET TOTAL
		Sealed bid proposals will be received by the City of			
		Niagara Falls Purchasing Agent in his office at City Hall			
		for the following services:			
		Hauling and disposal of sludge and waste from the			
		Niagara Falls Wastewater Treatment Plant:			
		Price per wet ton (Monday thru Friday):			
		Price per wet ton (Saturday):			
		Disposal of sewer cleanings and debris hauled to			
		Landfill by the customer:			
		Price per wet ton (Monday thru Friday):			
		Each bidder must include with his bid, a bid bond			
		or certified check payable to the Niagara Falls Water			
		Board in the amount of not less than 10% of the price			
		bid as calculated under the Basis of Award.			
		The successful bidder will be required to furnish			
		a performance bond in form and substance and with			
		sureties approved by the City Corporation Counsel			
		in the amount of 50% of the bid as calculated under			
		the Basis of Award.			
		If you wish to inspect the site please contact			
		Richard Roll at (716) 283-9770 x-227 to arrange for			
		an appointment			

QNTY	UNIT	DESCRIPTION	UNIT PRICE	NET TOTAL
		PLEASE NOTE: READ CAREFULLY THE ATTACHED		
		INSTRUCTIONS FOR NIAGARA FALLS WATER		
		BOARD STANDARD INSURANCE CERTIFICATE.		
		A certificate of insurance from the apparent low		
		bidder must be presented to the Board prior to award		
		of the bid.		
		<b>Do not submit a certificate of insurance with your bid.</b>		
		The successful bidder will be required to execute the		
		Solid Waste Transportation and Disposal Agreement		
		which is incorporated within the bid specifications.		
		The New York State Department of Labor has		
		determined that this contract is subject to prevailing		
		wage rates. Attached to this bid request is the		
		prevailing wage rate schedule provided by the		
		Department of Labor. For questions regarding this		
		schedule please contact the Department of Labor.		
		For further information please contact Johnny Destino,		
		Purchasing Agent, at (716) 286-4372.		

**INSTRUCTIONS TO BIDDERS**  
**PAGE 1 of 2**

**SCOPE OF WORK**

The work under this Contract includes the furnishing of all labor, materials and equipment necessary for hauling and disposal of Wastewater Treatment Plant sludge and waste, all complete and in accordance with the specifications.

**BASIS OF PROPOSAL**

Proposals are solicited on the basis of unit prices for the various items of the work, all as provided in the Proposal form and agreement.

The sludge hauling and disposal contract shall be effective for a period of twelve months from January 1, 2017 thru December 31, 2017. This Agreement may be extended annually for up to two (2) additional years by the mutual written agreement of the parties. In the event that the parties extend this Agreement, all terms and conditions of this Agreement shall remain unchanged.

**WITHDRAWAL OF BIDS**

Any bidder who has submitted a bid to the Board may withdraw his bid at any time prior to the scheduled time for the receipt of bids. No bidder may withdraw his bid after the time stated in the Notice to Bidders for receiving bids, and his bid shall be firm and shall remain firm for a period of sixty (60) days thereafter.

**TAXES AND FEES**

The Contractor shall pay all sales, use and other taxes and disposal fees that are lawfully assessed against the Owner or Contractor in connection with the work included in this contract.

**BASIS FOR AWARD**

Contract(s) shall be awarded to the lowest responsive and responsible bidders on the basis of the lowest unit prices for items of work included in the proposal.

An estimate of the total bid amount will be determined as follows:

(WWTP hauling & disposal rate per wet ton, Monday \_\_\_\_\_  
thru Friday) X (9,000):

(WWTP hauling & disposal rate per wet ton, Saturday) \_\_\_\_\_  
X (500)

TOTAL: \_\_\_\_\_

**INSTRUCTIONS TO BIDDERS**  
**PAGE 2 of 2**

**BASIS FOR AWARD CONTINUED**

Bidders submitting a bid for Wastewater Treatment Plant sludge hauling and disposal must submit prices for Monday through Friday and Saturday work items. The bidder is to have the capability to:

1. Remove sludge and other waste from the plant site on a 16 hour per day, 5 day per week basis (plus 5 hours on Saturdays), and
2. Reposition waste disposal containers on site on a 16 hour per day, 5 day per week basis.
3. Reposition waste disposal containers on site up to 8 hours per day on Saturdays and Sundays, if required.

Based on previous experience at the Wastewater Treatment Plant, it is estimated that approximately 9,500 tons of dewatered sludge and other waste per year will require hauling and disposal. No guarantee is made as to a minimum or maximum amount.

The actual rates of sludge and waste production at the treatment plant will be dependent upon plant operations during the length of the contract.

**METHOD OF PAYMENT**

After all conditions of the specifications are met, the Contractors shall submit invoices monthly to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, New York 14304 for approval, upon which payment will be made.

The container number and type of waste removed from the WWTP shall be stated, and the net weight of each container of sludge or other waste shall be listed and confirmed by a certified weigh station. The date each container was removed shall appear on the invoice and charges for deliveries from Mondays through Fridays and Saturdays shall each be listed separately. The Contractor shall provide a copy of the current inspection certificate for any scales used for weighing sludge or other waste.

**SOLID WASTE TRANSPORTATION AND DISPOSAL AGREEMENT**

THIS AGREEMENT is made as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between WATER BOARD, with an office at 1200 Buffalo Avenue, New York 14303, (hereinafter referred to as "BOARD"), and

\_\_\_\_\_

a \_\_\_\_\_

with an office at \_\_\_\_\_

(hereinafter referred to as "CONTRACTOR"), for the purpose of the transportation and disposal of non-hazardous solid waste.

**ARTICLE I - NATURE OF SLUDGE AND SOLID WASTE MATERIAL**

The BOARD represents and warrants that the sludge and related waste material (hereinafter referred to as "Waste Material") to be set forth in the Bid Specifications, to wit: that the Waste Material has been classified by the New York State Department of Environmental Conservation (NYSDEC) as acceptable for disposal in a sanitary landfill at the maximum ratio authorized by Part 360 Content Guidelines, amended, and that this requires that the Waste Material be dewatered to provide a minimum of twenty percent (20%) solids by weight.

The BOARD further represents, warrants and agrees that the Waste Material to be delivered to CONTRACTOR for transportation and disposal pursuant to this agreement shall comply with said classification and with all relevant Part 360 Content Guidelines, as amended; that the Waste Material shall conform to the Analysis in the Specifications; and that none of the Waste Material to be delivered to CONTRACTOR for transportation and disposal shall contain radioactive, volatile, highly flammable, explosive, toxic or hazardous waste.

The term "hazardous waste" as used herein shall include, but not be limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency (USEPA) or the NYSDEC, or by any other agency having jurisdiction of said Waste Material pursuant to the Resource Conservation and Recovery Act of 1976, as amended and including further amendments thereto, and any present or future applicable State or local laws.

**ARTICLE II - REMOVAL AND DISPOSAL**

The BOARD agrees to provide all the Waste Material to CONTRACTOR generated at its Wastewater Treatment Plant during the term of this agreement and CONTRACTOR agrees to receive, accept and transport said Waste Material on an sixteen (16) hour per day basis, five days per week (plus 5 hours per day on Saturdays) and to dispose of said Waste Material at a time CONTRACTOR shall determine in its sole discretion.

**SOLID WASTE TRANSPORTATION AND DISPOSAL AGREEMENT**

**PAGE 2**

**ARTICLE II - REMOVAL AND DISPOSAL CONT.**

CONTRACTOR shall remove said Waste Material from the BOARD's Wastewater Treatment Plant on a schedule and such frequency as required by the BOARD so as not to disrupt the BOARD's rate or quantity of Waste Material production.

CONTRACTOR shall obtain and keep in effect during the entire term of this Agreement the necessary licenses and /or permits from all governmental agencies for the transporting and disposal of the Waste Material.

CONTRACTOR shall furnish the following sizes of steel containers which shall be watertight and which shall comply with all regulatory agency requirements:

- 1) A minimum of six (6) and a maximum of ten (10) twelve (12) cubic yard containers for sludge, or ash.
- 2) One (1) four (4) cubic yard container for lime grit and general waste material.
- 3) Two (2) four (4) cubic yard covered containers for scum.
- 4) One (1) twenty (20) cubic yard roll-off container for screenings and grit.
- 5) One (1) twenty (20) cubic yard roll-off container, with tarp and bungees, for sewer cleanings and sewer repair debris.

ALL said containers shall be compatible with CONTRACTOR's transporting equipment.

A bidder may propose using different size sludge containers. This must be noted in their bid. However, this may only be done if it does not impede the plant's dewatering schedule. It is the Board's responsibility to move sludge to the existing drop chutes. If temporary changes to the chutes are necessary the contractor is responsible for these modifications. Any proposed changes are subject to Board approval. The contractor must, under any circumstances, be capable of repositioning sludge containers 16 hours per day, 5 days per week (plus 8 hours per day on Saturdays and Sundays) and removing sludge and other waste 16 hours per day, 5 days per week (plus 5 hours per day on Saturday). The Board will not be responsible for distributing sludge within the container. The Board shall designate those areas at the Wastewater Treatment Plant for the placement and replacement of all containers.

**SOLID WASTE TRANSPORTATION AND DISPOSAL AGREEMENT**

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**ARTICLE III - AMOUNT AND METHOD OF PAYMENT**

For services provided under this Agreement, the BOARD agrees to compensate CONTRACTOR at the rate of \_\_\_\_\_ per ton of Waste Material hauled Monday thru Friday, \_\_\_\_\_ per ton of Waste Material hauled on Saturday.

After all conditions of this Agreement are met, CONTRACTOR shall submit invoices on a monthly basis to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, New York 14304 for approval, upon which payment will then be made. Payment shall be made within forty-five (45) days after receipt of invoices.

Each invoice shall set forth the following information: the container number, the type of waste contained therein, the net weight of each container and date that the container was hauled from and returned to the Wastewater Treatment Plant.

The net weight shall be confirmed by a certified weigh station.

CONTRACTOR shall supply copies of certified weigh slips to the BOARD's Wastewater Treatment Plant shift operator on a daily basis.

CONTRACTOR shall provide the BOARD annually with a copy of the correct certification inspection certificates for any scales used for weighing Waste Material.

**ARTICLE IV - SAFETY**

Contractor shall comply with all Federal, State and local laws and regulations governing the furnishing and use of safeguards, safety devices and protective equipment, and shall undertake such action on its own responsibility as reasonably necessary to protect health, welfare and property for the duration of this Agreement.

**ARTICLE V - INSURANCE**

CONTRACTOR agrees to provide and the BOARD agrees to accept, with respect to the insurance requirements hereunder, a certificate of insurance evidencing proof that CONTRACTOR is insured for general liability in a minimum combined single limit for bodily injury and property damage of One Million Five Hundred Thousand Dollars (\$1,500,000.00) per occurrence with \$3,000,000.00 annual aggregate. Such insurance certificate shall further evidence that the BOARD is named as an additional insured for the limited purpose of insuring the BOARD against such personal injury and property damage which is derivative liability of the BOARD by reason of any act of negligence on the part of CONTRACTOR in the performance of this agreement.

**SOLID WASTE TRANSPORTATION AND DISPOSAL AGREEMENT**  
**PAGE 4**

**ARTICLE V - INSURANCE CONT.:**

It is understood and agreed that the BOARD will not be provided insurance by CONTRACTOR under this Agreement for any fault, negligence or other liability on the part of the BOARD by reason of the BOARD's own acts or omissions.

It is further understood and agreed that the amount and nature of insurance provided shall be so provided for the entire term of this agreement and that it shall not be modified during said term. All other insurance coverage requirements will be as per the Standard Insurance Information Form which is made a part of this agreement.

CONTRACTOR shall provide the BOARD with thirty (30) days notice of any change in terms or conditions of its insurance coverage.

**ARTICLE VI - TERM OF AGREEMENT**

This Agreement shall be effective January 1, 2017 upon execution by both parties and shall terminate on December 31, 2017 inclusive.

This Agreement may be extended annually for up to two (2) additional years by the mutual written agreement of the parties. In the event that the parties extend this Agreement, all terms and conditions of this Agreement shall remain unchanged.

**ARTICLE VII - DISPUTES**

Except as this Agreement otherwise provides, all claims, counter-claims, disputes and other matters in dispute between the BOARD and CONTRACTOR arising out of or relating to his Agreement, or the breach of it, will be decided by arbitration, if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of New York in the absence of such mutual agreement.

**ARTICLE VIII - TITLE**

Title to the Waste Material as defined in Article I delivered by the BOARD shall be transferred to and rest in CONTRACTOR at the time such Waste Material is loaded into CONTRACTOR's trucks. Prior thereto, title to the Waste Material shall be in, and all risks and responsibilities therefor shall be borne by the BOARD.

**ARTICLE IX - COMPLIANCE WITH LAWS**

CONTRACTOR and the BOARD shall comply with all applicable local, State and Federal laws pertaining to the delivery and disposal of the rules which have been promulgated by CONTRACTOR to govern operations at the Disposal Site.

**SOLID WASTE TRANSPORTATION AND DISPOSAL AGREEMENT**

**PAGE 5**

**ARTICLE X - INDEPENDENT CONTRACTOR**

The work and labor herein provided for shall be performed and furnished by CONTRACTOR as an independent contractor and under the sole supervision, management, direction and control of CONTRACTOR in accordance with the terms and conditions of this Agreement.

**ARTICLE XI - FORCE MAJEURE**

Except for the obligation to pay for services rendered, neither party hereto shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including, but not limited to, strikes, riots, war, fire, acts of God, compliance with any law, regulation or order, whether valid or invalid, of the United States of America or any other governmental body or any instrumentality thereof, whether now existing or hereafter created.

**ARTICLE XII - ASSIGNMENT**

This Agreement is assignable with the prior written consent of both parties and shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. Such consent shall not be unreasonably withheld, or required in the event of assignment by operation of law or to an affiliate of CONTRACTOR.

**ARTICLE XIII - SEVERABILITY AND SURVIVAL**

In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not effect any other provisions of this Agreement; this Agreement shall be construed as if such invalid, illegal or unenforceable provision and never been contained herein. The provisions of ARTICLES I AND VIII shall survive the termination of this Agreement.

**ARTICLE XIV - NOTICES**

Notice of conditions or situations affecting the delivery or disposal of Waste Material shall be given in writing to the parties at their respective address shown above.

**SOLID WASTE TRANSPORTATION AND DISPOSAL AGREEMENT**  
**PAGE 6**

**ARTICLE XV - ENTIRE AGREEMENT**

This Agreement constitutes the entire understanding between CONTRACTOR and the BOARD hereto, and cancels and supersedes all prior negotiations, representations, understandings and Agreements, either written or oral, with respect to the subject matter hereof. No changes, alterations or modifications to this Agreement will be effective unless in writing and signed by CONTRACTOR and the BOARD hereto. To the extent, if at all, this Agreement differs or is in conflict with any bid documents or specifications, this Agreement shall control in consideration of the adjustment in price from the bid amount to the price specified herein.

IN WITNESS WHEREOF, the BOARD and CONTRACTOR, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

NIAGARA FALLS WATER BOARD

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

**SUCCESSORS AND ASSIGNS**

This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the BOARD and the CONTRACTOR respectfully and his partners, successors, assigns and legal representatives. Neither the BOARD nor the CONTRACTOR shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

IN WITNESS WHEREOF, the parties to these present have hereunto set their names:

NIAGARA FALLS WATER BOARD

BY: \_\_\_\_\_

\_\_\_\_\_  
(TITLE)

BY: \_\_\_\_\_

(PRINT NAME)

\_\_\_\_\_  
(TITLE)

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## TECHNICAL SPECIFICATIONS

### 1. GENERAL REQUIREMENTS

#### SCOPE OF WORK:

The work under this Contract includes the furnishing of all labor, materials, tools, accessories, services and equipment necessary for the work as described in the Instruction to Bidders and as listed in the Proposal, complete and in accordance with the Specification.

#### CODES, ORDINANCES, LAWS AND REGULATIONS:

The Contractor(s) and Subcontractors shall observe and comply with all Federal, State and Local codes, ordinances, laws and regulations in force, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

The Contractor(s) shall pay for and obtain all disposal permits, licenses for the work, and pay all charges for disposal. All vehicles and containers shall comply with all State requirements for waste of this type. The method of disposal and disposal area shall comply with all governmental requirements for wastes of this type.

#### SAFETY:

The Contractor(s) and Subcontractors shall comply with Federal, State and Local Laws and Regulations governing the furnishing and use of safeguards, safety devices, and protective equipment, and take any other needed actions on his own responsibility as reasonably necessary to protect the life and health of employees on the job and safety of the public and to protect property for the duration of this contract.

### 2. HAULING AND DISPOSAL OF WASTEWATER TREATMENT PLANT SLUDGE AND WASTE:

#### WORK INCLUDED:

The principal items of work are as follows:

#### TRANSPORT OF CONTAINERS:

The Contractor shall have the necessary licenses and/or permits from all governmental agencies for the hauling and disposal of the specified wastes.

## **TECHNICAL SPECIFICATIONS**

### **PAGE 2**

#### **WORK INCLUDED CONT.:**

##### **DISPOSAL OF WASTE:**

The Contractor shall arrange with a landfill or other acceptable method for disposing of these wastes. The Contractor shall pay all the necessary fees and costs for the disposal.

#### **3. SLUDGE CLASSIFICATION:**

The Board certifies that the material is non-hazardous as defined in NYSCRR Part 261. The sludge and other solid wastes have been classified by the NYSDEC as acceptable for disposal in a sanitary landfill at the maximum ratio authorized by Part 360 Content guidelines. This requires that the sludge be dewatered to provide a minimum of 20% solids and the weight of sludge shall not exceed 25% of the total weight of wastes with which it is mixed.

##### **DEWATERED SLUDGE:**

The sludge cake from the dewatering devices contains about 25 to 35 percent dry solids, the remainder being water.

The dewatering devices are usually operated on a 12 hour per day schedule, 260 days (5 days per week) to 312 days (6 days per week) per year. Dewatering 7 days per week is possible during infrequent instances of high sludge inventory.

#### **4. CONTAINER LOCATION:**

Sludge containers shall be located in or near the sludge building as required.

Screenings and grit containers shall be located under the pump building bar screen conveyor chute as required.

Three (3) four (4) cubic yard scum and lime grit containers shall be located, as needed, in an area specified by the Board.

Sewer cleaning containers shall be located near the chlorine contact tank, curbed drainage area, or as directed by the Supervisor of Sewer Construction and Maintenance as required.

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## NIAGARA FALLS WATER BOARD

**INSURANCE:** Standard Insurance Requirements apply to the following classifications:

- Construction and Maintenance
- Purchase of, or lease of merchandise or equipment
- Professional Services
- Property Leased to others or Use of Facilities or grounds
- Concessionaire Services
- Livery Services
- All purpose Public Entity Contracts

The Provider of any of the above classifications shall obtain, at his own costs and expense, the following insurance coverage with insurance companies licensed in the State of New York with a Best Rating of at least A- and shall provide a Certificate of Insurance and binder of Insurance Coverage, or a Certificate of Insurance and Policy Endorsement as evidence of such coverage to the Niagara Falls Water Board before commencement of work and/or lease or delivery of merchandise or equipment.

Certificates should be made to the Niagara Falls Water Board, 5815 Buffalo Avenue, Niagara Falls, N.Y. and should reference the project.

Prior to non-renewal, cancellation of insurance policies, or material change, at least 30 days advance written notice shall be given to the Certificate Holder and Binder Holder.

All Certificates of Insurance, Binders of Insurance Coverage, and Endorsements shall be approved prior to the inception of any work.

Minimum coverage with limits and provisions are as follows:

A. **Comprehensive General Liability**

With a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,500,000 per occurrence and 3,000,000 annual aggregate. The coverage shall include:

- Premises and Operations
- Products and Completed Operations
- No exclusion for X C U coverages (explosion, collapse and underground)
- Independent Contractors
- Broad Form Property Damage
- Contractual Liability
- Fire Legal Liability
- Personal Injury Liability (Coverage A, B and C)
- Liquor Liability (if alcoholic beverages are to be dispensed under NYS License)

The Niagara Falls Water Board, the Niagara Falls Public Water Authority and the City of Niagara Falls shall be named as an Additional Insureds on the General Liability Policy with the following provisions:

1. The insurance company or companies issuing the policies shall have no recourse against the Niagara

Falls Water Board or the Niagara Falls Public Water Authority for payment of any premiums or for assessments under any form of policy.

2. The insurance shall apply separately to each insured (except with respect to the limit of liability).

B. **Auto Liability:** (if licensed vehicles are to be used in the operation)

With a combined single limit for Bodily Injury and Property Damage of \$1,000,000 each occurrence, the coverage shall include Owned, Hired and Non-owned autos (Symbol 1 should be designed for Liability Coverage on Business Auto Policy).

C. **Excess Umbrella Liability:**

If General Liability and/or limits are lower than required in the above sections, Umbrella Liability or Excess Liability to the required limit is acceptable.

D. **Owners Protective Liability:** (on contracts for construction which exceed a cost of \$100,000).

With a minimum limit of \$1,500,000 each occurrence and 3,000,000 aggregate. Named insured shall be the Niagara Falls Water Board and the Niagara Falls Public Water Authority.

E. **Professional Liability:**

If the contract includes professional services (engineers, architects, etc.), contractor will carry professional liability insurance with a minimum limit of one million dollars (\$1,000,000).

F. **Property Insurance:** (if applicable)

Contractor shall purchase and maintain property insurance upon the work at or off the site to 100% of the contract completed value. This insurance shall include the interest of the Owner, Contractor and Subcontractors in the work; shall insure against the perils of fire and extended coverage; shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage. All such insurance required by this paragraph shall remain in effect until the work is completed and accepted by the Owner.

G. **Statutory Workers' Compensation and Employers Liability:**

All contractors doing business with or vendors entering upon Niagara Falls Water Board property shall carry the above insurance, in compliance with the Workers' Compensation Law of the State of New York.

H. **Performance and Payment Bond: (where applicable)**

A performance and payment bond shall be issued by a Surety company who is licensed by the Insurance Department of the State of New York in favor of the Niagara Falls Water Board in the amount of not less than (100) percentum of the total amount and shall be delivered before commencement of lease or assumption of operations under contract.



**PARADIGM**  
ENVIRONMENTAL SERVICES, INC

*Analytical Report For*  
**Niagara Falls Water Board**

*For Lab Project ID*

**163522**

*Referencing*

N/A

*Prepared*

Tuesday, August 23, 2016 .

Any noncompliant QC parameters or other notes impacting data interpretation are flagged or documented on the final report or are noted below.

A handwritten signature in black ink, consisting of several overlapping, slanted strokes, positioned above a horizontal line.

Certifies that this report has been approved by the Technical Director or Designee

179 Lake Avenue • Rochester, NY 14608 • (585) 647-2530 • Fax (585) 647-3311 • ELAP ID# 10958 • PADEP ID# 68-02351

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.

*Report Prepared Tuesday, August 23, 2016*

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Client: Niagara Falls Water Board

Project Reference: N/A

Sample Identifier: Sewer Debris

Lab Sample ID: 163522-01

Date Sampled: 8/13/2016

Matrix: Sludge

Date Received: 8/16/2016

**Flash Point**

Analyte	Result	Units	Qualifier	Date Analyzed
Flash Point, Celsius	>70.0	C		8/17/2016
Method Reference(s):	EPA 1010A			

**Paint Filter Test**

Analyte	Result	Units	Qualifier	Date Analyzed
Paint Filter Test	Pass	N/A		8/22/2016
Method Reference(s):	EPA 9095B			

**PCBs**

Analyte	Result	Units	Qualifier	Date Analyzed
PCB-1016	< 0.810	mg/Kg		8/22/2016 19:32
PCB-1221	< 0.810	mg/Kg		8/22/2016 19:32
PCB-1232	< 0.810	mg/Kg		8/22/2016 19:32
PCB-1242	< 0.810	mg/Kg		8/22/2016 19:32
PCB-1248	< 0.810	mg/Kg		8/22/2016 19:32
PCB-1254	< 0.810	mg/Kg		8/22/2016 19:32
PCB-1260	< 0.810	mg/Kg		8/22/2016 19:32
PCB-1262	< 0.810	mg/Kg		8/22/2016 19:32
PCB-1268	< 0.810	mg/Kg		8/22/2016 19:32

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
Decachlorobiphenyl	97.8	10 - 146		8/22/2016 19:32
Tetrachloro-m-xylene	92.9	10 - 141		8/22/2016 19:32
Method Reference(s):	EPA 8082A EPA 3550C			
Preparation Date:	8/19/2016			

**Percent Solids**

Analyte	Result	Units	Qualifier	Date Analyzed
Percent Solids	36.1	%		8/16/2016

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Client: **Niagara Falls Water Board**

Project Reference: N/A

Sample Identifier: Sewer Debris

Lab Sample ID: 163522-01

Date Sampled: 8/13/2016

Matrix: Sludge

Date Received: 8/16/2016

Method Reference(s): Par%M

ELAP does not offer this test for approval as part of their laboratory certification program.

**pH**

Analyte	Result	Units	Qualifier	Date Analyzed
pH	6.95 @ 23.0 C	S.U.		8/16/2016 18:12

Method Reference(s): EPA 9045D

**Reactive Cyanide**

Analyte	Result	Units	Qualifier	Date Analyzed
Reactivity, Cyanide	<100	mg/Kg		8/16/2016

Method Reference(s): EPA 7.3.3.2

Subcontractor ELAP ID: 11148

ELAP does not offer this test for approval as part of their laboratory certification program.

**Reactive Sulfide**

Analyte	Result	Units	Qualifier	Date Analyzed
Reactivity, Sulfide	170	mg/Kg		8/16/2016

Method Reference(s): EPA 7.3.4.2

Subcontractor ELAP ID: 11148

ELAP does not offer this test for approval as part of their laboratory certification program.



Client: **Niagara Falls Water Board**

Project Reference: N/A

Sample Identifier: Sewer Debris

Lab Sample ID: 163522-01A

Date Sampled: 8/13/2016

Matrix: TCLP Extract

Date Received: 8/16/2016

**TCLP Semi-Volatile Organics**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
1,4-Dichlorobenzene	< 40.0	ug/L	7500		8/19/2016 21:01
2,4,5-Trichlorophenol	< 80.0	ug/L	400000		8/19/2016 21:01
2,4,6-Trichlorophenol	< 40.0	ug/L	2000		8/19/2016 21:01
2,4-Dinitrotoluene	< 40.0	ug/L	130		8/19/2016 21:01
Cresols (as m,p,o-Cresol)	< 80.0	ug/L	200000		8/19/2016 21:01
Hexachlorobenzene	< 40.0	ug/L	130		8/19/2016 21:01
Hexachlorobutadiene	< 40.0	ug/L	500		8/19/2016 21:01
Hexachloroethane	< 40.0	ug/L	3000		8/19/2016 21:01
Nitrobenzene	< 40.0	ug/L	2000		8/19/2016 21:01
Pentachlorophenol	< 80.0	ug/L	100000		8/19/2016 21:01
Pyridine	< 40.0	ug/L	5000		8/19/2016 21:01

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
2,4,6-Tribromophenol	88.6	42.2 - 115		8/19/2016 21:01
2-Fluorobiphenyl	83.7	41.5 - 97.8		8/19/2016 21:01
2-Fluorophenol	60.3	13.4 - 95.4		8/19/2016 21:01
Nitrobenzene-d5	73.9	48 - 97.5		8/19/2016 21:01
Phenol-d5	55.6	10 - 95.4		8/19/2016 21:01
Terphenyl-d14	79.9	55.2 - 109		8/19/2016 21:01

Method Reference(s): EPA 8270D  
EPA 1311 / 3510C  
Preparation Date: 8/19/2016  
Data File: B13564.D

**TCLP Herbicides**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
2,4,5-TP (Silvex)	<0.005	mg/L	1		8/19/2016
2,4-D	<0.025	mg/L	10		8/19/2016

Method Reference(s): EPA 8151A  
EPA 1311  
Subcontractor ELAP ID: 11148

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Client: **Niagara Falls Water Board**

Project Reference: N/A

Sample Identifier: Sewer Debris

Lab Sample ID: 163522-01A

Date Sampled: 8/13/2016

Matrix: TCLP Extract

Date Received: 8/16/2016

**TCLP Mercury**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Mercury	< 0.00200	mg/L	0.2		8/18/2016 18:33
Method Reference(s):	EPA 7470A EPA 1311				
Preparation Date:	8/18/2016				
Data File:	Hg160818B				

**TCLP Pesticides**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Chlordane	< 1.00	ug/L	30		8/22/2016 15:30
Endrin	< 1.00	ug/L	20		8/22/2016 15:30
gamma-BHC (Lindane)	< 1.00	ug/L	400		8/22/2016 15:30
Heptachlor	< 1.00	ug/L	8		8/22/2016 15:30
Heptachlor Epoxide	< 1.00	ug/L	8		8/22/2016 15:30
Methoxychlor	< 1.00	ug/L	10000		8/22/2016 15:30
Toxaphene	< 10.0	ug/L	500		8/22/2016 15:30

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
Decachlorobiphenyl (1)	74.5	18.7 - 134		8/22/2016 15:30
Tetrachloro-m-xylene (1)	48.2	10 - 109		8/22/2016 15:30

Method Reference(s): EPA 8081B  
EPA 1311 / 3510C  
Preparation Date: 8/22/2016

**TCLP RCRA Metals (ICP)**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Arsenic	< 0.100	mg/L	5		8/19/2016 18:53
Barium	2.99	mg/L	100		8/19/2016 18:53
Cadmium	< 0.0250	mg/L	1		8/19/2016 18:53
Chromium	< 0.0500	mg/L	5		8/19/2016 18:53
Lead	< 0.100	mg/L	5		8/19/2016 18:53
Selenium	< 0.100	mg/L	1		8/19/2016 18:53
Silver	< 0.0500	mg/L	5		8/19/2016 18:53

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Client: **Niagara Falls Water Board**

Project Reference: N/A

Sample Identifier: Sewer Debris

Lab Sample ID: 163522-01A

Date Sampled: 8/13/2016

Matrix: TCLP Extract

Date Received: 8/16/2016

Method Reference(s): EPA 6010C  
EPA 1311 / 3005A  
Preparation Date: 8/17/2016  
Data File: 081916b

**TCLP Volatile Organics**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
1,1-Dichloroethene	< 20.0	ug/L	700		8/22/2016 17:03
1,2-Dichloroethane	< 20.0	ug/L	500		8/22/2016 17:03
2-Butanone	< 100	ug/L	200000		8/22/2016 17:03
Benzene	< 20.0	ug/L	500		8/22/2016 17:03
Carbon Tetrachloride	< 20.0	ug/L	500		8/22/2016 17:03
Chlorobenzene	< 20.0	ug/L	100000		8/22/2016 17:03
Chloroform	< 20.0	ug/L	6000		8/22/2016 17:03
Tetrachloroethene	< 20.0	ug/L	700		8/22/2016 17:03
Trichloroethene	< 20.0	ug/L	500		8/22/2016 17:03
Vinyl chloride	< 20.0	ug/L	200		8/22/2016 17:03
Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed	
1,2-Dichloroethane-d4	105	86 - 116		8/22/2016 17:03	
4-Bromofluorobenzene	95.4	82.2 - 113		8/22/2016 17:03	
Pentafluorobenzene	99.6	90.9 - 110		8/22/2016 17:03	
Toluene-D8	98.3	90.8 - 109		8/22/2016 17:03	

Method Reference(s): EPA 8260C  
EPA 1311 / 5030C  
Data File: x34708.D

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Client: Niagara Falls Water Board

Project Reference: N/A

Sample Identifier: Dewatered Sludge

Lab Sample ID: 163522-02

Date Sampled: 8/13/2016

Matrix: Sludge

Date Received: 8/16/2016

**Flash Point**

Analyte	Result	Units	Qualifier	Date Analyzed
Flash Point, Celsius	>70.0	C		8/17/2016
Method Reference(s):	EPA 1010A			

**Paint Filter Test**

Analyte	Result	Units	Qualifier	Date Analyzed
Paint Filter Test	Pass	N/A		8/22/2016
Method Reference(s):	EPA 9095B			

**PCBs**

Analyte	Result	Units	Qualifier	Date Analyzed
PCB-1016	< 1.02	mg/Kg		8/19/2016 22:37
PCB-1221	< 1.02	mg/Kg		8/19/2016 22:37
PCB-1232	< 1.02	mg/Kg		8/19/2016 22:37
PCB-1242	< 1.02	mg/Kg		8/19/2016 22:37
PCB-1248	< 1.02	mg/Kg		8/19/2016 22:37
PCB-1254	< 1.02	mg/Kg		8/19/2016 22:37
PCB-1260	< 1.02	mg/Kg		8/19/2016 22:37
PCB-1262	< 1.02	mg/Kg		8/19/2016 22:37
PCB-1268	< 1.02	mg/Kg		8/19/2016 22:37
Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
Decachlorobiphenyl	90.8	10 - 146		8/19/2016 22:37
Tetrachloro-m-xylene	88.2	10 - 141		8/19/2016 22:37
Method Reference(s):	EPA 8082A EPA 3550C			
Preparation Date:	8/19/2016			

**Percent Solids**

Analyte	Result	Units	Qualifier	Date Analyzed
Percent Solids	30.1	%		8/16/2016

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Client: **Niagara Falls Water Board**

Project Reference: N/A

Sample Identifier: Dewatered Sludge

Lab Sample ID: 163522-02

Date Sampled: 8/13/2016

Matrix: Sludge

Date Received: 8/16/2016

Method Reference(s): Par%M

ELAP does not offer this test for approval as part of their laboratory certification program.

**pH**

Analyte	Result	Units	Qualifier	Date Analyzed
pH	> 12.5 @ 22.4 C	S.U.		8/16/2016 18:12

Method Reference(s): EPA 9045D

**Reactive Cyanide**

Analyte	Result	Units	Qualifier	Date Analyzed
Reactivity, Cyanide	<100	mg/Kg		8/16/2016

Method Reference(s): EPA 7.3.3.2

Subcontractor ELAP ID: 11148

ELAP does not offer this test for approval as part of their laboratory certification program.

**Reactive Sulfide**

Analyte	Result	Units	Qualifier	Date Analyzed
Reactivity, Sulfide	<100	mg/Kg		8/16/2016

Method Reference(s): EPA 7.3.4.2

Subcontractor ELAP ID: 11148

ELAP does not offer this test for approval as part of their laboratory certification program.



Client: Niagara Falls Water Board

Project Reference: N/A

Sample Identifier: Dewatered Sludge

Lab Sample ID: 163522-02A

Date Sampled: 8/13/2016

Matrix: TCLP Extract

Date Received: 8/16/2016

**TCLP Semi-Volatile Organics**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
1,4-Dichlorobenzene	< 40.0	ug/L	7500		8/19/2016 21:30
2,4,5-Trichlorophenol	< 80.0	ug/L	400000		8/19/2016 21:30
2,4,6-Trichlorophenol	< 40.0	ug/L	2000		8/19/2016 21:30
2,4-Dinitrotoluene	< 40.0	ug/L	130		8/19/2016 21:30
Cresols (as m,p,o-Cresol)	295	ug/L	200000		8/19/2016 21:30
Hexachlorobenzene	< 40.0	ug/L	130		8/19/2016 21:30
Hexachlorobutadiene	< 40.0	ug/L	500		8/19/2016 21:30
Hexachloroethane	< 40.0	ug/L	3000		8/19/2016 21:30
Nitrobenzene	< 40.0	ug/L	2000		8/19/2016 21:30
Pentachlorophenol	< 80.0	ug/L	100000		8/19/2016 21:30
Pyridine	< 40.0	ug/L	5000		8/19/2016 21:30

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
2,4,6-Tribromophenol	84.8	42.2 - 115		8/19/2016 21:30
2-Fluorobiphenyl	86.6	41.5 - 97.8		8/19/2016 21:30
2-Fluorophenol	49.0	13.4 - 95.4		8/19/2016 21:30
Nitrobenzene-d5	76.1	48 - 97.5		8/19/2016 21:30
Phenol-d5	45.7	10 - 95.4		8/19/2016 21:30
Terphenyl-d14	80.4	55.2 - 109		8/19/2016 21:30

Method Reference(s): EPA 8270D  
EPA 1311 / 3510C  
Preparation Date: 8/19/2016  
Data File: B13565.D

**TCLP Herbicides**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
2,4,5-TP (Silvex)	<0.005	mg/L	1		8/19/2016
2,4-D	<0.025	mg/L	10		8/19/2016

Method Reference(s): EPA 8151A  
EPA 1311  
Subcontractor ELAP ID: 11148

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Client: **Niagara Falls Water Board**

Project Reference: N/A

Sample Identifier: Dewatered Sludge

Lab Sample ID: 163522-02A

Date Sampled: 8/13/2016

Matrix: TCLP Extract

Date Received: 8/16/2016

**TCLP Mercury**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Mercury	0.00337	mg/L	0.2		8/18/2016 18:36

Method Reference(s): EPA 7470A

EPA 1311

Preparation Date: 8/18/2016

Data File: Hg160818B

**TCLP Pesticides**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Chlordane	3.20	ug/L	30		8/22/2016 15:44
Endrin	< 1.00	ug/L	20		8/22/2016 15:44
gamma-BHC (Lindane)	< 1.00	ug/L	400		8/22/2016 15:44
Heptachlor	< 1.00	ug/L	8		8/22/2016 15:44
Heptachlor Epoxide	< 1.00	ug/L	8		8/22/2016 15:44
Methoxychlor	< 1.00	ug/L	10000		8/22/2016 15:44
Toxaphene	< 10.0	ug/L	500		8/22/2016 15:44

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
Decachlorobiphenyl (1)	67.3	18.7 - 134		8/22/2016 15:44
Tetrachloro-m-xylene (1)	43.5	10 - 109		8/22/2016 15:44

Method Reference(s): EPA 8081B

EPA 1311 / 3510C

Preparation Date: 8/22/2016

**TCLP RCRA Metals (ICP)**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Arsenic	< 0.100	mg/L	5		8/19/2016 18:57
Barium	3.12	mg/L	100		8/19/2016 18:57
Cadmium	< 0.0250	mg/L	1		8/19/2016 18:57
Chromium	< 0.0500	mg/L	5		8/19/2016 18:57
Lead	< 0.100	mg/L	5		8/19/2016 18:57
Selenium	< 0.100	mg/L	1		8/19/2016 18:57
Silver	< 0.0500	mg/L	5		8/19/2016 18:57

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Client: **Niagara Falls Water Board**

Project Reference: N/A

Sample Identifier: Dewatered Sludge

Lab Sample ID: 163522-02A

Date Sampled: 8/13/2016

Matrix: TCLP Extract

Date Received: 8/16/2016

Method Reference(s): EPA 6010C  
EPA 1311 / 3005A  
Preparation Date: 8/17/2016  
Data File: 081916b

**TCLP Volatile Organics**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
1,1-Dichloroethene	< 20.0	ug/L	700		8/22/2016 17:26
1,2-Dichloroethane	< 20.0	ug/L	500		8/22/2016 17:26
2-Butanone	< 100	ug/L	200000		8/22/2016 17:26
Benzene	< 20.0	ug/L	500		8/22/2016 17:26
Carbon Tetrachloride	< 20.0	ug/L	500		8/22/2016 17:26
Chlorobenzene	< 20.0	ug/L	100000		8/22/2016 17:26
Chloroform	< 20.0	ug/L	6000		8/22/2016 17:26
Tetrachloroethene	< 20.0	ug/L	700		8/22/2016 17:26
Trichloroethene	< 20.0	ug/L	500		8/22/2016 17:26
Vinyl chloride	< 20.0	ug/L	200		8/22/2016 17:26
Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed	
1,2-Dichloroethane-d4	106	86 - 116		8/22/2016 17:26	
4-Bromofluorobenzene	95.3	82.2 - 113		8/22/2016 17:26	
Pentafluorobenzene	100	90.9 - 110		8/22/2016 17:26	
Toluene-D8	98.9	90.8 - 109		8/22/2016 17:26	

Method Reference(s): EPA 8260C  
EPA 1311 / 5030C  
Data File: x34709.D

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Client: Niagara Falls Water Board

Project Reference: N/A

Sample Identifier: Carbon  
 Lab Sample ID: 163522-03  
 Matrix: Sludge

Date Sampled: 8/13/2016  
 Date Received: 8/16/2016

**Flash Point**

Analyte	Result	Units	Qualifier	Date Analyzed
Flash Point, Celsius	>70.0	C		8/18/2016
Method Reference(s):	EPA 1010A			

**Paint Filter Test**

Analyte	Result	Units	Qualifier	Date Analyzed
Paint Filter Test	Fail	N/A		8/22/2016
Method Reference(s):	EPA 9095B			

**PCBs**

Analyte	Result	Units	Qualifier	Date Analyzed
PCB-1016	< 0.470	mg/Kg		8/20/2016 00:57
PCB-1221	< 0.470	mg/Kg		8/20/2016 00:57
PCB-1232	< 0.470	mg/Kg		8/20/2016 00:57
PCB-1242	< 0.470	mg/Kg		8/20/2016 00:57
PCB-1248	< 0.470	mg/Kg		8/20/2016 00:57
PCB-1254	< 0.470	mg/Kg		8/20/2016 00:57
PCB-1260	< 0.470	mg/Kg		8/20/2016 00:57
PCB-1262	< 0.470	mg/Kg		8/20/2016 00:57
PCB-1268	< 0.470	mg/Kg		8/20/2016 00:57

Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed
Decachlorobiphenyl	91.4	10 - 146		8/20/2016 00:57
Tetrachloro-m-xylene	94.5	10 - 141		8/20/2016 00:57

Method Reference(s): EPA 8082A  
 EPA 3550C  
 Preparation Date: 8/19/2016

**Percent Solids**

Analyte	Result	Units	Qualifier	Date Analyzed
Percent Solids	59.5	%		8/16/2016

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Client: Niagara Falls Water Board

Project Reference: N/A

Sample Identifier: Carbon

Lab Sample ID: 163522-03

Date Sampled: 8/13/2016

Matrix: Sludge

Date Received: 8/16/2016

Method Reference(s): Par%M

ELAP does not offer this test for approval as part of their laboratory certification program.

**pH**

Analyte	Result	Units	Qualifier	Date Analyzed
pH	5.00 @ 22.9 C	S.U.		8/16/2016 18:12

Method Reference(s): EPA 9045D

**Reactive Cyanide**

Analyte	Result	Units	Qualifier	Date Analyzed
Reactivity, Cyanide	<100	mg/Kg		8/16/2016

Method Reference(s): EPA 7.3.3.2

Subcontractor ELAP ID: 11148

ELAP does not offer this test for approval as part of their laboratory certification program.

**Reactive Sulfide**

Analyte	Result	Units	Qualifier	Date Analyzed
Reactivity, Sulfide	<100	mg/Kg		8/16/2016

Method Reference(s): EPA 7.3.4.2

Subcontractor ELAP ID: 11148

ELAP does not offer this test for approval as part of their laboratory certification program.

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Client: Niagara Falls Water Board

Project Reference: N/A

Sample Identifier: Carbon

Lab Sample ID: 163522-03A

Date Sampled: 8/13/2016

Matrix: TCLP Extract

Date Received: 8/16/2016

**TCLP Semi-Volatile Organics**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
1,4-Dichlorobenzene	< 40.0	ug/L	7500		8/19/2016 21:59
2,4,5-Trichlorophenol	< 80.0	ug/L	400000		8/19/2016 21:59
2,4,6-Trichlorophenol	< 40.0	ug/L	2000		8/19/2016 21:59
2,4-Dinitrotoluene	< 40.0	ug/L	130		8/19/2016 21:59
Cresols (as m,p,o-Cresol)	< 80.0	ug/L	200000		8/19/2016 21:59
Hexachlorobenzene	< 40.0	ug/L	130		8/19/2016 21:59
Hexachlorobutadiene	< 40.0	ug/L	500		8/19/2016 21:59
Hexachloroethane	< 40.0	ug/L	3000		8/19/2016 21:59
Nitrobenzene	< 40.0	ug/L	2000		8/19/2016 21:59
Pentachlorophenol	< 80.0	ug/L	100000		8/19/2016 21:59
Pyridine	< 40.0	ug/L	5000		8/19/2016 21:59
Surrogate	Percent Recovery		Limits	Outliers	Date Analyzed
2,4,6-Tribromophenol	95.9		42.2 - 115		8/19/2016 21:59
2-Fluorobiphenyl	93.9		41.5 - 97.8		8/19/2016 21:59
2-Fluorophenol	70.4		13.4 - 95.4		8/19/2016 21:59
Nitrobenzene-d5	81.3		48 - 97.5		8/19/2016 21:59
Phenol-d5	66.7		10 - 95.4		8/19/2016 21:59
Terphenyl-d14	87.3		55.2 - 109		8/19/2016 21:59

Method Reference(s): EPA 8270D  
EPA 1311 / 3510C  
Preparation Date: 8/19/2016  
Data File: B13566.D

**TCLP Herbicides**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
2,4,5-TP (Silvex)	<0.005	mg/L	1		8/19/2016
2,4-D	<0.025	mg/L	10		8/19/2016

Method Reference(s): EPA 8151A  
EPA 1311  
Subcontractor ELAP ID: 11148

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Client: Niagara Falls Water Board

Project Reference: N/A

Sample Identifier: Carbon

Lab Sample ID: 163522-03A

Date Sampled: 8/13/2016

Matrix: TCLP Extract

Date Received: 8/16/2016

**TCLP Mercury**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Mercury	< 0.00200	mg/L	0.2		8/18/2016 18:40
Method Reference(s):	EPA 7470A EPA 1311				
Preparation Date:	8/18/2016				
Data File:	Hg160818B				

**TCLP Pesticides**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Chlordane	< 1.00	ug/L	30		8/22/2016 15:59
Endrin	< 1.00	ug/L	20		8/22/2016 15:59
gamma-BHC (Lindane)	< 1.00	ug/L	400		8/22/2016 15:59
Heptachlor	< 1.00	ug/L	8		8/22/2016 15:59
Heptachlor Epoxide	< 1.00	ug/L	8		8/22/2016 15:59
Methoxychlor	< 1.00	ug/L	10000		8/22/2016 15:59
Toxaphene	< 10.0	ug/L	500		8/22/2016 15:59
Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed	
Decachlorobiphenyl (1)	93.3	18.7 - 134		8/22/2016	15:59
Tetrachloro-m-xylene (1)	57.0	10 - 109		8/22/2016	15:59
Method Reference(s):	EPA 8081B EPA 1311 / 3510C				
Preparation Date:	8/22/2016				

**TCLP RCRA Metals (ICP)**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
Arsenic	< 0.100	mg/L	5		8/19/2016 19:02
Barium	< 0.500	mg/L	100		8/19/2016 19:02
Cadmium	< 0.0250	mg/L	1		8/19/2016 19:02
Chromium	< 0.0500	mg/L	5		8/19/2016 19:02
Lead	< 0.100	mg/L	5		8/19/2016 19:02
Selenium	< 0.100	mg/L	1		8/19/2016 19:02
Silver	< 0.0500	mg/L	5		8/19/2016 19:02

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.



Client: **Niagara Falls Water Board**

Project Reference: N/A

Sample Identifier: Carbon

Lab Sample ID: 163522-03A

Date Sampled: 8/13/2016

Matrix: TCLP Extract

Date Received: 8/16/2016

Method Reference(s): EPA 6010C  
EPA 1311 / 3005A  
Preparation Date: 8/17/2016  
Data File: 081916b

**TCLP Volatile Organics**

Analyte	Result	Units	Regulatory Limit	Qualifier	Date Analyzed
1,1-Dichloroethene	< 20.0	ug/L	700		8/22/2016 17:50
1,2-Dichloroethane	< 20.0	ug/L	500		8/22/2016 17:50
2-Butanone	< 100	ug/L	200000		8/22/2016 17:50
Benzene	< 20.0	ug/L	500		8/22/2016 17:50
Carbon Tetrachloride	< 20.0	ug/L	500		8/22/2016 17:50
Chlorobenzene	< 20.0	ug/L	100000		8/22/2016 17:50
Chloroform	< 20.0	ug/L	6000		8/22/2016 17:50
Tetrachloroethene	< 20.0	ug/L	700		8/22/2016 17:50
Trichloroethene	< 20.0	ug/L	500		8/22/2016 17:50
Vinyl chloride	< 20.0	ug/L	200		8/22/2016 17:50
Surrogate	Percent Recovery	Limits	Outliers	Date Analyzed	
1,2-Dichloroethane-d4	105	86 - 116		8/22/2016 17:50	
4-Bromofluorobenzene	92.4	82.2 - 113		8/22/2016 17:50	
Pentafluorobenzene	99.7	90.9 - 110		8/22/2016 17:50	
Toluene-D8	98.5	90.8 - 109		8/22/2016 17:50	

Method Reference(s): EPA 8260C  
EPA 1311 / 5030C  
Data File: x34710.D

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.



## Analytical Report Appendix

The reported results relate only to the samples as they have been received by the laboratory.

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All soil/sludge samples have been reported on a dry weight basis, unless qualified "reported as received". Other solids are reported as received.

Low level Volatiles blank reports for soil/solid matrix are based on a nominal 5 gram weight. Sample results and reporting limits are based on actual weight, which may be more or less than 5 grams.

The Chain of Custody provides additional information, including compliance with sample condition requirements upon receipt. Sample condition requirements are defined under the 2003 NELAC Standard, sections 5.5.8.3.1 and 5.5.8.3.2.

NYSDOH ELAP does not certify for all parameters. Paradigm Environmental Services or the indicated subcontracted laboratory does hold certification for all analytes where certification is offered by ELAP unless otherwise specified. Aliquots separated for certain tests, such as TCLP, are indicated on the Chain of Custody and final reports with an "A" suffix.

Data qualifiers are used, when necessary, to provide additional information about the data. This information may be communicated as a flag or as text at the bottom of the report. Please refer to the following list of analyte-specific, frequently used data flags and their meaning:

*"<" = Analyzed for but not detected at or above the quantitation limit.*

*"E" = Result has been estimated, calibration limit exceeded.*

*"Z" = See case narrative.*

*"D" = Sample, Laboratory Control Sample, or Matrix Spike Duplicate results above Relative Percent Difference limit.*

*"M" = Matrix spike recoveries outside QC limits. Matrix bias indicated.*

*"B" = Method blank contained trace levels of analyte. Refer to included method blank report.*

*"J" = Result estimated between the quantitation limit and half the quantitation limit.*

*"L" = Laboratory Control Sample recovery outside accepted QC limits.*

*"P" = Concentration differs by more than 40% between the primary and secondary analytical columns.*

*"NC" = Not calculable. Applicable to RPD if sample or duplicate result is non-detect or estimated (see primary report for data flags). Applicable to MS if sample is greater or equal to ten times the spike added. Applicable to sample surrogates or MS if sample dilution is 10x or higher.*

*"\*" = Indicates any recoveries outside associated acceptance windows. Surrogate outliers in samples are presumed matrix effects. LCS demonstrates method compliance unless otherwise noted.*

*"(1)" = Indicates data from primary column used for QC calculation.*

*"A" = denotes a parameter for which ELAP does not offer approval as part of their laboratory certification program.*

*"F" = denotes a parameter for which Paradigm does not carry certification, the results for which should therefore only be used where ELAP certification is not required, such as personal exposure assessment.*

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# GENERAL TERMS AND CONDITIONS

## LABORATORY SERVICES

These Terms and Conditions embody the whole agreement of the parties in the absence of a signed and executed contract between the Laboratory (LAB) and Client. They shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. The LAB specifically rejects all additional, inconsistent, or conflicting terms, whether printed or otherwise set forth in any purchase order or other communication from the Client to the LAB. The invalidity or unenforceability in whole or in part of any provision, term, or condition hereof shall not affect in any way the validity or enforceability of the remainder of the Terms and Conditions. No waiver by LAB of any provision, term, or condition hereof or of any breach by or obligation of the Client hereunder shall constitute a waiver of such provision, term, or condition on any other occasion or a waiver of any other breach by or obligation of the Client. This agreement shall be administered and interpreted under the laws of the state which services are procured.

- Warranty.** Recognizing that the nature of many samples is unknown and that some may contain potentially hazardous components, LAB warrants only that it will perform testing services, obtain findings, and prepare reports in accordance with generally accepted analytical laboratory principles and practices at the time of performance of services. LAB makes no other warranty, express or implied.
- Scope and Compensation.** LAB agrees to perform the services described in the chain of custody to which these terms and conditions are attached. Unless the parties agree in writing to the contrary, the duties of LAB shall not be construed to exceed the services specifically described. LAB will use LAB default method for all tests unless specified otherwise on the Work Order. Payment terms are net 30 days from the date of invoice. All overdue payments are subject to an interest charge of one and one-half percent (1-1/2%) per month or a portion thereof. Client shall also be responsible for costs of collection, including payment of reasonable attorney fees if such expense is incurred. The prices, unless stated, do not include any sale, use or other taxes. Such taxes will be added to invoice prices when required.
- Prices.** Compensation for services performed will be based on the current Lab Analytical Fee Schedule or on quotations agreed to in writing by the parties. Turnaround time based charges are determined from the time of resolution of all work order questions. Testimony, court appearances or data compilation for legal action will be charged separately. Evaluation and reporting of initial screening runs may incur additional fees.
- Limitations of Liability.** In the event of any error, omission, or other professional negligence, the sole and exclusive responsibility of LAB shall be to re-perform the deficient work at its own expense and LAB shall have no other liability whatsoever. All claims shall be deemed waived unless made in writing and received by LAB within ninety (90) days following completion of services. LAB shall have no liability, obligation, or responsibility of any kind for losses, costs, expenses, or other damages (including but not limited to any special, direct, incidental or consequential damages) with respect to LAB's services or results. All results provided by LAB are strictly for the use of its clients and LAB is in no way responsible for the use of such results by clients or third parties. All reports should be considered in their entirety, and LAB is not responsible for the separation, detachment, or other use of any portion of these reports. Client may not assign the lab report without the written consent of the LAB. Client covenants and agrees, at its/his/her sole expense, to indemnify, protect, defend, and save harmless the LAB from and against any and all damages, losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, judgments, suits, actions, proceedings, costs, disbursements and/or expenses (including, without limitation attorneys' and experts' fees and disbursements) of any kind whatsoever which may at any time be imposed upon, incurred by or asserted or awarded against client relating to, resulting from or arising out of (a) the breach of this agreement by this client, (b) the negligence of the client in handling, delivering or disclosing any hazardous substance, (c) the violation of the Client of any applicable law, (d) non-compliance by the Client with any environmental permit or (e) a material misrepresentation in disclosing the materials to be tested.
- Hazard Disclosure.** Client represents and warrants that any sample delivered to LAB will be preceded or accompanied by complete written disclosure of the presence of any hazardous substances known or suspected by Client. Client further warrants that any sample containing any hazardous substance that is to be delivered to LAB will be packaged, labeled, transported, and delivered properly and in accordance with applicable laws.
- Sample Handling.** Prior to LAB's acceptance of any sample (or after any revocation of acceptance), the entire risk of loss or of damage to such sample remains with Client. Samples are accepted when receipt is acknowledged on chain of custody documentation. In no event will LAB have any responsibility for the action or inaction of any carrier shipping or delivering any sample to or from LAB premises. Client authorizes LAB to proceed with the analysis of samples as received by the laboratory, recognizing that any samples not in compliance with all current DOH-ELAP-NELAP requirements for containers, preservation or holding time will be noted as such on the final report. Disposal of hazardous waste samples is the responsibility of the Client. If the Client does not wish such samples returned, LAB may add storage and disposal fees to the final invoice. Maximum storage time for samples is 30 days after completion of analysis unless modified by applicable state or federal laws. Client will be required to give the LAB written instructions concerning disposal of these samples. LAB reserves the absolute right, exercisable at any time, to refuse to receive delivery of, refuse to accept, or revoke acceptance of any sample, which, in the sole judgment of LAB (a) is of unsuitable volume, (b) may be or become unsuitable for or may pose a risk in handling, transport, or processing for any health, safety, environmental or other reason whether or not due to the presence in the sample of any hazardous substance, and whether or not such presence has been disclosed to LAB by Client or (c) if the condition or sample date make the sample unsuitable for analysis.
- Legal Responsibility.** LAB is solely responsible for performance of this contract, and no affiliated company, director, officer, employee, or agent shall have any legal responsibility hereunder, whether in contract or tort including negligence.
- Assignment.** LAB may assign its performance obligations under this contract to other parties, as it deems necessary. LAB shall disclose to Client any assignee (subcontractor) by ELAP ID # on the submitted final report.
- Force Majeure.** LAB shall have no responsibility or liability to the Client for any failure or delay in performance by LAB, which results in whole or in part from any cause or circumstance beyond the reasonable control of LAB. Such causes and circumstances shall include, but not limited to, acts of God, acts or orders of any government authority, strikes or other labor disputes, natural disasters, accidents, wars, civil disturbances, difficulties or delays in transportation, mail or delivery services, inability to obtain sufficient services or supplies from LAB's usual suppliers, or any other cause beyond LAB's reasonable control.
- Law.** This contract shall be continued under the laws of the State of New York without regard to its conflicts of laws provision.

This report is part of a multipage document and should only be evaluated in its entirety. The Chain of Custody provides additional sample information, including compliance with the sample condition requirements upon receipt.





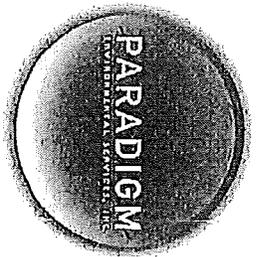
2 of 2

Chain of Custody Supplement

Client: Niagara Falls Water Board Completed by: Glenn Pezzulo  
 Lab Project ID: 163522 Date: 8/16/16

**Sample Condition Requirements**  
 Per NELAC/ELAP 210/241/242/243/244

Condition	NELAC compliance with the sample condition requirements upon receipt		
	Yes	No	N/A
Container Type	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	_____		
Transferred to method-compliant container	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Headspace (<1 mL)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments	_____		
Preservation	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments	_____		
Chlorine Absent (<0.10 ppm per test strip)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Comments	_____		
Holding Time	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	_____		
Temperature	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> metals
Comments	<u>11°C iced</u>		
Sufficient Sample Quantity	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comments	<u>Samples for TCLP Herbicides, Reactivity sent directly to sub lab.</u>		



179 Lake Avenue, Rochester, NY 14608 Office (585) 647-2530 Fax (585) 647-3311

Serial No:08221615:39

# CHAIN OF CUSTODY

ALPHA: ELAP ID: 11148  
**Message**

REPORT TO: INVOICE TO:

COMPANY: Paradigm Environmental	ADDRESS:	STATE:	ZIP:	PHONE:	FAX:
COMPANY: Same	ADDRESS:	STATE:	ZIP:	PHONE:	FAX:
ATTN: Reporting	ATTN: Accounts Payable	LAB PROJECT #: CLIENT PROJECT #:			
COMMENTS: Please email results to reporting@paradigmenv.com					
TURNAROUND TIME (WORKING DAYS) <input type="checkbox"/> 1 <input type="checkbox"/> 2 <input type="checkbox"/> 3 <input checked="" type="checkbox"/> 4 <input type="checkbox"/> 5					

Date Due:

### REQUESTED ANALYSIS

DATE	TIME	COMPOSITE	GRA B	SAMPLE LOCATION/FIELD ID	MATRIX	CONTAMINANTS	REMARKS	PARADIGM LAB SAMPLE NUMBER
1 8/13/16	10:00		X	Sewer Debris	SL 1	X	TOP Herbicides	
2 9/7-13/16		X		Domestic Sludge	SL 1	X	Reactivity	
3 9/13/16	9:00		X	Carbon	SL 1	X		
4								
5								
6								
7								
8								
9								
10								

LAB USE ONLY BELOW THIS LINE\*\*  
 Sample Condition: Per NELAC/ELAP 210/241/242/243/244

Receipt Parameter: NELAC Compliance

Container Type:  Y  N

Preservation:  Y  N

Holding Time:  Y  N

Temperature:  Y  N

Comments: 21C per submittal lab  
 P.L. 08/13/16

Client: Green Star

Sampled By: [Signature] Date/Time: 9/13/16

Relinquished By: [Signature] Date/Time: 8/15/16 1:51

Received @ Lab By: [Signature] Date/Time: 8/15/16 1:51

Received By: [Signature] Date/Time: 8/15/16 1:51

Total Cost:

P.L.E.

# TestAmerica

THE LEADER IN ENVIRONMENTAL TESTING

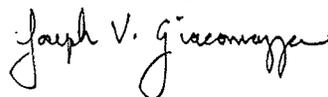
## ANALYTICAL REPORT

TestAmerica Laboratories, Inc.  
TestAmerica Buffalo  
10 Hazelwood Drive  
Amherst, NY 14228-2298  
Tel: (716)691-2600

TestAmerica Job ID: 480-105361-1  
Client Project/Site: Re-Test for Disposal

For:  
Niagara Falls Water Board  
5815 Buffalo Avenue  
Niagara Falls, New York 14304-3832

Attn: Kim Kargatis



Authorized for release by:  
9/9/2016 11:37:27 AM

Joe Giacomazza, Project Management Assistant II  
joe.giacomazza@testamericainc.com

Designee for

Judy Stone, Senior Project Manager  
(484)685-0868  
judy.stone@testamericainc.com

### LINKS

Review your project  
results through

Total Access

Have a Question?



Visit us at:

[www.testamericainc.com](http://www.testamericainc.com)

*The test results in this report meet all 2003 NELAC and 2009 TNI requirements for accredited parameters, exceptions are noted in this report. This report may not be reproduced except in full, and with written approval from the laboratory. For questions please contact the Project Manager at the e-mail address or telephone number listed on this page.*

*This report has been electronically signed and authorized by the signatory. Electronic signature is intended to be the legally binding equivalent of a traditionally handwritten signature.*

*Results relate only to the items tested and the sample(s) as received by the laboratory.*

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## Definitions/Glossary

TestAmerica Job ID: 480-105361-1

Client: Niagara Falls Water Board  
Project/Site: Re-Test for Disposal

### Qualifiers

#### General Chemistry

Qualifier	Qualifier Description
HF	Field parameter with a holding time of 15 minutes. Test performed by laboratory at client's request.

### Glossary

Abbreviation	These commonly used abbreviations may or may not be present in this report.
□	Listed under the "D" column to designate that the result is reported on a dry weight basis
%R	Percent Recovery
CFL	Contains Free Liquid
CNF	Contains no Free Liquid
DER	Duplicate error ratio (normalized absolute difference)
Dil Fac	Dilution Factor
DL, RA, RE, IN	Indicates a Dilution, Re-analysis, Re-extraction, or additional Initial metals/anion analysis of the sample
DLC	Decision level concentration
MDA	Minimum detectable activity
EDL	Estimated Detection Limit
MDC	Minimum detectable concentration
MDL	Method Detection Limit
ML	Minimum Level (Dioxin)
NC	Not Calculated
ND	Not detected at the reporting limit (or MDL or EDL if shown)
PQL	Practical Quantitation Limit
QC	Quality Control
RER	Relative error ratio
RL	Reporting Limit or Requested Limit (Radiochemistry)
RPD	Relative Percent Difference, a measure of the relative difference between two points
TEF	Toxicity Equivalent Factor (Dioxin)
TEQ	Toxicity Equivalent Quotient (Dioxin)

TestAmerica Buffalo

# Case Narrative

TestAmerica Job ID: 480-105361-1

Client: Niagara Falls Water Board  
Project/Site: Re-Test for Disposal

---

**Job ID: 480-105361-1**

---

**Laboratory: TestAmerica Buffalo**

Narrative

**Job Narrative  
480-105361-1**

## Receipt

The samples were received on 9/1/2016 3:55 PM; the samples arrived in good condition, properly preserved and, where required, on ice. The temperature of the cooler at receipt was 10.6° C.

## General Chemistry

Method(s) 9045D: This analysis is normally performed in the field and has a method-defined holding time of 15 minutes. The following samples has been qualified with the "HF" flag to indicate analysis was performed in the laboratory outside the 15 minute timeframe: NFWB SLUDGE W/LIIME #1 (480-105361-3) and NFWB SLUDGE W/LIIME #2 (480-105361-4).

No additional analytical or quality issues were noted, other than those described above or in the Definitions/Glossary page.



## Detection Summary

Client: Niagara Falls Water Board  
 Project/Site: Re-Test for Disposal

TestAmerica Job ID: 480-105361-1

**Client Sample ID: NFWB SPENT CARBON #1**

**Lab Sample ID: 480-105361-1**

Analyte	Result	Qualifier	NONE	NONE	Unit	Dil Fac	D	Method	Prep Type
Paint Filter	passed				mL/100g	1		9095B	Total/NA

**Client Sample ID: NFWB SPENT CARBON #2**

**Lab Sample ID: 480-105361-2**

Analyte	Result	Qualifier	NONE	NONE	Unit	Dil Fac	D	Method	Prep Type
Paint Filter	passed				mL/100g	1		9095B	Total/NA

**Client Sample ID: NFWB SLUDGE W/LIIME #1**

**Lab Sample ID: 480-105361-3**

Analyte	Result	Qualifier	RL	RL	Unit	Dil Fac	D	Method	Prep Type
pH	12.0	HF	0.1	0.1	SU	1		9045D	Total/NA

**Client Sample ID: NFWB SLUDGE W/LIIME #2**

**Lab Sample ID: 480-105361-4**

Analyte	Result	Qualifier	RL	RL	Unit	Dil Fac	D	Method	Prep Type
pH	12.0	HF	0.1	0.1	SU	1		9045D	Total/NA



This Detection Summary does not include radiochemical test results.

TestAmerica Buffalo

## Client Sample Results

Client: Niagara Falls Water Board  
 Project/Site: Re-Test for Disposal

TestAmerica Job ID: 480-105361-1

**Client Sample ID: NFWB SPENT CARBON #1**

**Lab Sample ID: 480-105361-1**

Date Collected: 09/01/16 11:30

Matrix: Solid

Date Received: 09/01/16 15:55

General Chemistry									
Analyte	Result	Qualifier	NONE	NONE	Unit	D	Prepared	Analyzed	Dil Fac
Paint Filter	passed				mL/100g			09/06/16 17:10	1

**Client Sample ID: NFWB SPENT CARBON #2**

**Lab Sample ID: 480-105361-2**

Date Collected: 09/01/16 11:35

Matrix: Solid

Date Received: 09/01/16 15:55

General Chemistry									
Analyte	Result	Qualifier	NONE	NONE	Unit	D	Prepared	Analyzed	Dil Fac
Paint Filter	passed				mL/100g			09/06/16 17:10	1

**Client Sample ID: NFWB SLUDGE W/LIIME #1**

**Lab Sample ID: 480-105361-3**

Date Collected: 09/01/16 11:40

Matrix: Solid

Date Received: 09/01/16 15:55

General Chemistry									
Analyte	Result	Qualifier	RL	RL	Unit	D	Prepared	Analyzed	Dil Fac
pH	12.0	HF	0.1	0.1	SU			09/08/16 19:10	1

**Client Sample ID: NFWB SLUDGE W/LIIME #2**

**Lab Sample ID: 480-105361-4**

Date Collected: 09/01/16 11:45

Matrix: Solid

Date Received: 09/01/16 15:55

General Chemistry									
Analyte	Result	Qualifier	RL	RL	Unit	D	Prepared	Analyzed	Dil Fac
pH	12.0	HF	0.1	0.1	SU			09/08/16 19:10	1

## QC Sample Results

Client: Niagara Falls Water Board  
 Project/Site: Re-Test for Disposal

TestAmerica Job ID: 480-105361-1

### Method: 9045D - pH

Lab Sample ID: LCS 480-319526/1				Client Sample ID: Lab Control Sample			
Matrix: Solid				Prep Type: Total/NA			
Analysis Batch: 319526							
Analyte	Spike Added	LCS Result	LCS Qualifier	Unit	D	%Rec	%Rec. Limits
pH	10.0	10.0		SU		100	99 - 101

Lab Sample ID: 480-105361-4 DU				Client Sample ID: NFWB SLUDGE W/LIIME #2			
Matrix: Solid				Prep Type: Total/NA			
Analysis Batch: 319526							
Analyte	Sample Result	Sample Qualifier	DU Result	DU Qualifier	Unit	D	RPD Limit
pH	12.0	HF	12.0		SU		0 / 5

### Method: 9095B - Paint Filter

Lab Sample ID: 480-105361-1 DU				Client Sample ID: NFWB SPENT CARBON #1			
Matrix: Solid				Prep Type: Total/NA			
Analysis Batch: 319118							
Analyte	Sample Result	Sample Qualifier	DU Result	DU Qualifier	Unit	D	RPD Limit
Paint Filter	passed		passed		mL/100g		NC



# QC Association Summary

Client: Niagara Falls Water Board  
Project/Site: Re-Test for Disposal

TestAmerica Job ID: 480-105361-1

## General Chemistry

### Analysis Batch: 319118

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-105361-1	NFWB SPENT CARBON #1	Total/NA	Solid	9095B	
480-105361-2	NFWB SPENT CARBON #2	Total/NA	Solid	9095B	
480-105361-1 DU	NFWB SPENT CARBON #1	Total/NA	Solid	9095B	

### Analysis Batch: 319526

Lab Sample ID	Client Sample ID	Prep Type	Matrix	Method	Prep Batch
480-105361-3	NFWB SLUDGE W/LIIME #1	Total/NA	Solid	9045D	
480-105361-4	NFWB SLUDGE W/LIIME #2	Total/NA	Solid	9045D	
LCS 480-319526/1	Lab Control Sample	Total/NA	Solid	9045D	
480-105361-4 DU	NFWB SLUDGE W/LIIME #2	Total/NA	Solid	9045D	



# Lab Chronicle

Client: Niagara Falls Water Board  
 Project/Site: Re-Test for Disposal

TestAmerica Job ID: 480-105361-1

**Client Sample ID: NFWB SPENT CARBON #1**

**Lab Sample ID: 480-105361-1**

Date Collected: 09/01/16 11:30

Matrix: Solid

Date Received: 09/01/16 15:55

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	9095B		1	319118	09/06/16 17:10	ELR	TAL BUF

**Client Sample ID: NFWB SPENT CARBON #2**

**Lab Sample ID: 480-105361-2**

Date Collected: 09/01/16 11:35

Matrix: Solid

Date Received: 09/01/16 15:55

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	9095B		1	319118	09/06/16 17:10	ELR	TAL BUF

**Client Sample ID: NFWB SLUDGE W/LIIME #1**

**Lab Sample ID: 480-105361-3**

Date Collected: 09/01/16 11:40

Matrix: Solid

Date Received: 09/01/16 15:55

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	9045D		1	319526	09/08/16 19:10	DSC	TAL BUF

**Client Sample ID: NFWB SLUDGE W/LIIME #2**

**Lab Sample ID: 480-105361-4**

Date Collected: 09/01/16 11:45

Matrix: Solid

Date Received: 09/01/16 15:55

Prep Type	Batch Type	Batch Method	Run	Dilution Factor	Batch Number	Prepared or Analyzed	Analyst	Lab
Total/NA	Analysis	9045D		1	319526	09/08/16 19:10	DSC	TAL BUF

**Laboratory References:**

TAL BUF = TestAmerica Buffalo, 10 Hazelwood Drive, Amherst, NY 14228-2298, TEL (716)691-2600

# Certification Summary

Client: Niagara Falls Water Board  
Project/Site: Re-Test for Disposal

TestAmerica Job ID: 480-105361-1

## Laboratory: TestAmerica Buffalo

Unless otherwise noted, all analytes for this laboratory were covered under each certification below.

Authority	Program	EPA Region	Certification ID	Expiration Date
New York	NELAP	2	10026	03-31-17

Analysis Method	Prep Method	Matrix	Analyte
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## Method Summary

Client: Niagara Falls Water Board  
Project/Site: Re-Test for Disposal

TestAmerica Job ID: 480-105361-1

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Method	Method Description	Protocol	Laboratory
9045D	pH	SW846	TAL BUF
9095B	Paint Filter	SW846	TAL BUF

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**Protocol References:**

SW846 = "Test Methods For Evaluating Solid Waste, Physical/Chemical Methods", Third Edition, November 1986 And Its Updates.

**Laboratory References:**

TAL BUF = TestAmerica Buffalo, 10 Hazelwood Drive, Amherst, NY 14228-2298, TEL (716)691-2600



# Sample Summary

Client: Niagara Falls Water Board  
Project/Site: Re-Test for Disposal

TestAmerica Job ID: 480-105361-1

Lab Sample ID	Client Sample ID	Matrix	Collected	Received
480-105361-1	NFWB SPENT CARBON #1	Solid	09/01/16 11:30	09/01/16 15:55
480-105361-2	NFWB SPENT CARBON #2	Solid	09/01/16 11:35	09/01/16 15:55
480-105361-3	NFWB SLUDGE W/LIIME #1	Solid	09/01/16 11:40	09/01/16 15:55
480-105361-4	NFWB SLUDGE W/LIIME #2	Solid	09/01/16 11:45	09/01/16 15:55



**Chain of Custody Record**

<b>Client Information</b> Sampler: Joseph LaGamba Lab PM: Stone, Judy L. Client Contact: Kim Kargatis Phone: (716) 283-9770 x105 E-Mail: judy.stone@testamericainc.com Company: Niagara Falls Water Board WWTP		Center Tracking No(s): Job #:	
Address: 1200 Buffalo Ave City: Niagara Falls State, Zip: NY, 14303 Phone: (716) 283-9770 Email: kkgargat@NFWB.org Project Name: Re-test For Disposal Site:		Due Date Requested: TAT Requested (Business Days): 10 PO #: 2016-00000023 W/O #: QUOTE #: 48014682-0 SSOW#:	
<b>Sample Identification</b> NFWB Spent Carbon #1 NFWB Spent Carbon #2 NFWB Sludge W/Lime #1 NFWB Sludge W/Lime #2		Preservation Codes: N=None A=HCL B=NaOH C=Pb Ac D=Nitric F=Ascorb I=Ice S=H2SO V=MCA 480-105361 COC orbic acid	
Sample Date Sample Time Sample Type (C=comp, G=grab) Matrix (W=water, S=solid, O=organic, A=air) Preserv. Code		Special Instructions/Note: Test Number or Container	
Possible Hazard Identification <input type="checkbox"/> Non-Hazard <input type="checkbox"/> Flammable <input type="checkbox"/> Skin Irritant <input type="checkbox"/> Poison B <input checked="" type="checkbox"/> Unknown <input type="checkbox"/> Radiological		Sample Disposal (A fee may be assessed if samples are retained longer than 1 month) <input type="checkbox"/> Return To Client <input checked="" type="checkbox"/> Disposal By Lab <input type="checkbox"/> Archive For _____ Months	
Deliverable Requested: I, II, III, IV, Other (specify)		Special Instructions/QC Requirements:	
Empty Kit Relinquished by: <i>JAB</i> Date: 9/1/16 14:30 Relinquished by: <i>Steph J. LaGamba</i> Date/Time: 9/1/16 14:30 Relinquished by: <i>JAB</i> Date/Time: 9/1/16 15:55 Custody Seals Intact: <i>Yes</i> Custody Seal No.:		Method of Shipment: Date/Time: 9/1/16 11:50 Received by: <i>Steph J. LaGamba</i> Date/Time: 9/1/16 19:30 Received by: <i>JAB</i> Date/Time: 9/1/16 15:55 Cooler Temperature(s) °C and Other Remarks: 10.6#1	

## Login Sample Receipt Checklist

Client: Niagara Falls Water Board

Job Number: 480-105361-1

Login Number: 105361

List Source: TestAmerica Buffalo

List Number: 1

Creator: Kolb, Chris M

Question	Answer	Comment
Radioactivity either was not measured or, if measured, is at or below background	True	
The cooler's custody seal, if present, is intact.	True	
The cooler or samples do not appear to have been compromised or tampered with.	True	
Samples were received on ice.	True	
Cooler Temperature is acceptable.	True	
Cooler Temperature is recorded.	True	
COC is present.	True	
COC is filled out in ink and legible.	True	
COC is filled out with all pertinent information.	True	
Is the Field Sampler's name present on COC?	True	
There are no discrepancies between the sample IDs on the containers and the COC.	True	
Samples are received within Holding Time (Excluding tests with immediate HTs)..	True	
Sample containers have legible labels.	True	
Containers are not broken or leaking.	True	
Sample collection date/times are provided.	True	
Appropriate sample containers are used.	True	
Sample bottles are completely filled.	True	
Sample Preservation Verified	True	
There is sufficient vol. for all requested analyses, incl. any requested MS/MSDs	True	
VOA sample vials do not have headspace or bubble is <6mm (1/4") in diameter.	N/A	
If necessary, staff have been informed of any short hold time or quick TAT needs	True	
Multiphasic samples are not present.	True	
Samples do not require splitting or compositing.	True	
Sampling Company provided.	True	NFWB
Samples received within 48 hours of sampling.	True	
Samples requiring field filtration have been filtered in the field.	True	
Chlorine Residual checked.	N/A	





Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Niagara Falls Water Board  
Johnny Destino, Purchasing Agent  
c/o City of Niagara Falls  
Purchasing Division  
PO BOX 69  
Niagara Falls NY 14302-0069

Schedule Year 2016 through 2017  
Date Requested 09/13/2016  
PRC# 2016901066

Location Wastewater Treatment Plant  
Project ID# W2016-03  
Occupation Type(s) Trash and Refuse Removal

### PREVAILING WAGE SCHEDULE FOR ARTICLE 9 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

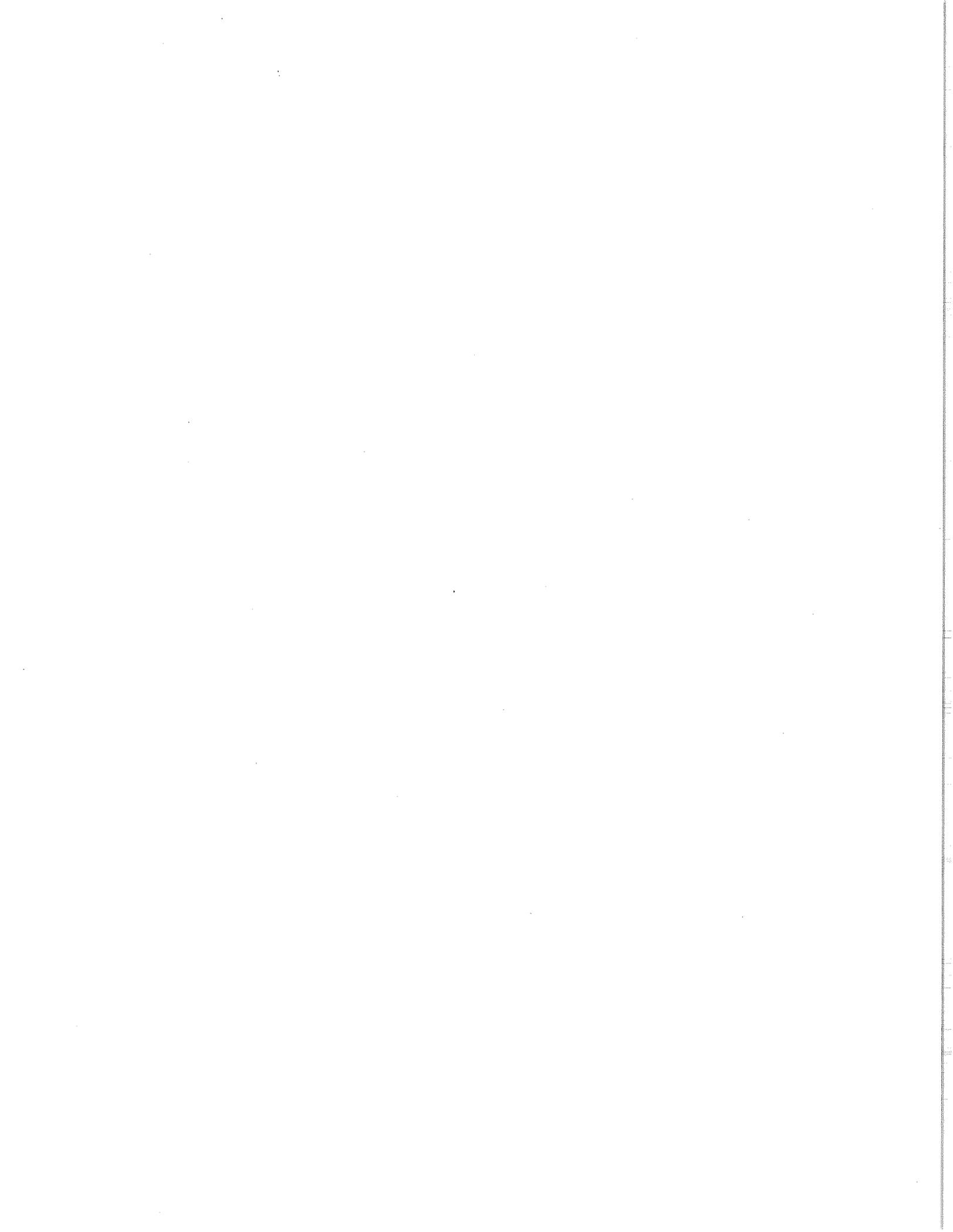
Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240



## **General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts**

### **Introduction**

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500.00).

Building service employee includes, but is not limited, to, watchman, guard, doorman, building cleaner, porter, handyman, janitor, gardener, groundskeeper, stationary fireman, elevator operator and starter, window cleaner, and occupations relating to the collection of garbage or refuse, and to the transportation of office furniture and equipment, and to the transportation and delivery of fossil fuel but does not include clerical, sales, professional, technician and related occupations.

Building service employee also does not include any employee to whom the provisions of Article 8 are applicable.

### **Responsibilities of the Public Agency**

A Public Agency means the state, any of its political subdivisions, a public benefit corporation, a public authority or commission or special purpose district board appointed pursuant to law, and a board of education.

The Public Agency responsible for preparing the specifications for a building service contract must file a statement identifying the types of employees and work to be performed with the New York State Commissioner of Labor, or other fiscal officer<sup>1</sup>. A separate filing is required for every building service contract. Only one filing is required for each contract, regardless of the duration of the contract. To file with the Commissioner of Labor, the Public Agency MUST submit a "Request for Wage and Supplement Information" form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail.

In response to each filing, the Bureau of Public Work will assign a Prevailing Rate Case (PRC) number to each building service contract, and will issue a Prevailing Wage Schedule setting forth the wage rates required to be paid for work performed and the expiration date of those rates. If work on the contract continues beyond the expiration date set forth in the Wage Schedule, new rates and expiration dates will be made available online as part of the original PRC Prevailing Wage Schedule determination automatically, without further filings or requests from the Public Agency.

The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year.

The Public Agency must include in the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

Upon the awarding of the contract, the law requires that the Public Agency furnish the following information to the Bureau of Public Work: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Bureau's "Notice of Contract Award" form (PW 16.9) is provided with the original Prevailing Rate Schedule. The Public Agency is required to notify the Bureau of the completion or cancellation of any public work building service contract. The Bureau's PW 200.9 form is provided for this purpose.

### **Hours**

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rate. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times his prevailing basic cash hourly rate.

### **Wages and Supplements**

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule provided with the awarded contract. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage or in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

If a prime contractor on a public work contract has not been provided with a Prevailing Rate Schedule, the contractor must notify the Public Agency who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work.

<sup>1</sup> The New York State Commissioner of Labor is the fiscal officer on all building service contracts except for those performed by or on behalf of a city, in which case the fiscal officer is the comptroller or other analogous officer of the city.

Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

Upon receiving the original schedule, the Public Agency is REQUIRED to provide complete copies to all prime contractors who in turn MUST, by law, provide copies of all applicable county schedules to each subcontractor and obtain from each subcontractor, an affidavit certifying such schedules were received.

### **Payrolls and Payroll Records**

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name; Social Security number; the craft, trade or occupation in which the worker was employed; Hourly wage rate(s) paid; Supplements paid or provided; and Daily and weekly number of hours worked in each craft, trade or occupation.

In addition, the Commissioner of Labor may require contractors to furnish, with ten (10) days of a request, payroll records sworn to as their validity and accuracy for public work and private work. Payroll records include, but are not limited to time cards, work description sheets, proof that supplements were provided, cancelled payroll checks and payrolls. Failure to provide the requested information within the allotted ten (10) days will result in the withholding of up to 25% of the contract, not to exceed \$100,000.00. The records required to be maintained shall be kept on the site of the work during all of the time that work under the contract is being performed.

All contractors or their subcontractors shall provide to their subcontractors a copy of the Prevailing Rate Schedule specified in the public work contract as well as any subsequently issued schedules. A failure to provide these schedules by a contractor or subcontractor is a violation of Article 9, Section 237 of the Labor Law. The prime contractor is responsible for any underpayments of prevailing wages or supplements by any subcontractor.

All subcontractors engaged by a public work project contractor or its subcontractor, upon receipt of the original schedule and any subsequently issued schedules shall provide to such contractor a verified statement attesting that the subcontractor has received the Prevailing Rate Schedule and will pay or provide the applicable rates of wages and supplements specified therein. (See NYS Labor Law, Article 9, Section 237).

### **Withholding of Payments**

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

When the Bureau of Public Work finds that a contractor or subcontractor on a public work contract failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 235.2 of the Labor Law to so notify the financial officer of the Public Agency that awarded the public work contract. Such officer MUST then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau as sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor. The withholding continues until there is a final determination of the underpayment by the Commissioner of Labor or by the court in the event a legal proceeding is instituted for review of the determination of the Commissioner of Labor.

The Public Agency shall comply with this order of the Commissioner of Labor or of the court with respect to the release of the funds so withheld.

### **Summary of Notice Posting Requirements**

The current Prevailing Rate Schedule must be posted in a prominent and accessible place on the site of the public work contract.

### **Apprentices**

Employees cannot be paid apprentice rates unless they are individually registered in a program registered with the NYS Commissioner of Labor. The allowable ratio of apprentices to journeymen in any craft classification can be no greater than the statewide building trade ratios promulgated by the Department of Labor and included with the Prevailing Rate Schedule. An employee listed on a payroll as an apprentice who is not registered as above or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journeyworker's wage rate for the classification of work the employee is actually performing.

NYSDOL Labor Law, Article 9, Section 231-7a, require that only apprentices individually registered with the NYS Department of Labor may be paid apprenticeship rates on a public work project. No other Federal or State Agency of office registers apprentices in New York State.

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested

The only conclusive proof of individual apprentice registration is written verification from the NYSDOL Apprenticeship Training Albany Central office. Neither Federal nor State Apprenticeship Training offices outside of Albany can provide conclusive registration information.

It should be noted that the existence of a registered apprenticeship program is not conclusive proof that any person is registered in that program. Furthermore, the existence or possession of wallet cards, identification cards, or copies of state forms is not conclusive proof of the registration of any person as an apprentice.

### **Interest and Penalties**

In the event that an underpayment of wages and/or supplements is found:

- Interest shall be assessed at the rate then in effect as prescribed by the Superintendent of Banks pursuant to section 14-a of the Banking Law, per annum from the date of underpayment to the date restitution is made.
- A Civil Penalty may also be assessed, not to exceed 25% of the total of wages, supplements, and interest due.

### **Debarment**

Any contractor or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract or subcontract with any state, municipal corporation or public body for a period of five (5) years when:

- Two (2) willful determinations have been rendered against that contractor or subcontractor and/or its successor within any consecutive six (6) year period.
- There is any willful determination that involves the falsification of payroll records or the kickback of wages or supplements.

### **Criminal Sanctions**

Willful violations of the Prevailing Wage Law (Article 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.

No contractor, subcontractor nor any person acting on its behalf, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates (NYS Labor Law, Article 9, Section 239-1).

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 (NYS Labor Law, Article 9, Section 239-2).

The Human Rights Law also prohibits discrimination in employment because of age, marital status, or religion.

There may be deducted from the amount payable to the contractor under the contract a penalty of \$50.00 for each calendar day during which such person was discriminated against or intimidated in violation of the provision of the contract (NYS Labor Law, Article 9, Section 239-3).

The contract may be cancelled or terminated by the State or municipality. All monies due or to become due thereunder may be forfeited for a second or any subsequent violation of the terms or conditions of the anti-discrimination sections of the contract (NYS Labor Law, Article 9, Section 239-4).

Every employer subject to the New York State Human Rights Law must conspicuously post at its offices, places of employment, or employment training centers notices furnished by the State Division of Human Rights.

### **Workers' Compensation**

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

A contractor who is awarded a public work contract must provide proof of workers' compensation coverage prior to being allowed to begin work.

The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name this agency as a certificate holder.

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

The contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.

Every employer providing worker's compensation insurance and disability benefits must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Niagara Falls Water Board  
Johnny Destino, Purchasing Agent  
c/o City of Niagara Falls  
Purchasing Division  
PO BOX 69  
Niagara Falls NY 14302-0069

Schedule Year 2016 through 2017  
Date Requested 09/13/2016  
PRC# 2016901066

Location Wastewater Treatment Plant  
Project ID# W2016-03  
Occupation Type(s) Trash and Refuse Removal

### Notice of Contract Award

New York State Labor Law, Article 9, Section 231.5 requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16.9, which may be photocopied), MUST be completed for EACH prime contractor on the above referenced project.

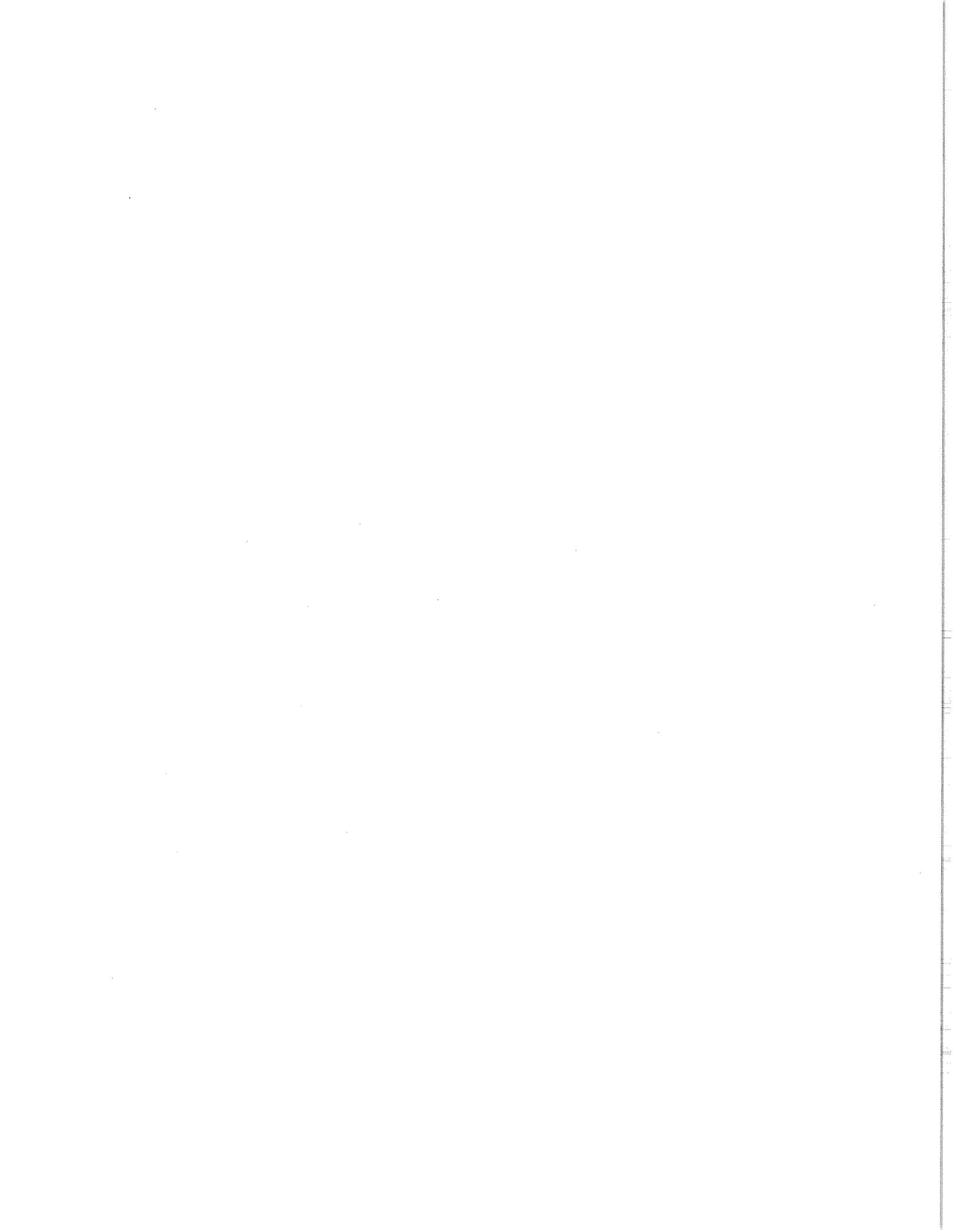
Upon notifying the successful bidder(s) of this building service contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Occupation(s): _____	
Approximate Starting Date: _____ / _____ / _____	_____	
Approximate Completion Date: _____ / _____ / _____	_____	

Phone: (518) 457-5589 Fax: (518) 485-1870  
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240





New York State Department of Labor  
Bureau of Public Work  
SOBC – Bldg. 12 – Rm. 130  
Albany, NY 12240  
[www.labor.ny.gov](http://www.labor.ny.gov)

## **IMPORTANT NOTICE**

### **Regarding Article 9 Building Service Contract Schedules**

#### **Contracts with PRC#s assigned on or after 8/1/2010:**

- Building Service rates (Article 9) will be determined annually on July 1. They are in effect through June 30 of the following year. Employers must pay the newly determined rates each year.
- Any corrections or updates to the annual determination will be posted to the DOL website on the first day of each month. Employers are responsible for checking for updates each month and paying these updated rates retroactive to July 1<sup>st</sup>.
- The DOL web site has a page where employers can enter their specific PRC number to find the correct wage rates for their contracts.

#### **Contracts with PRC#s assigned PRIOR to 8/1/2010:**

- The rates in contracts with PRC#s assigned prior to 8/1/2010 will remain effective and extensions to these contracts WILL NOT require a new schedule.

**This is a change to our prior notice.**

Article 9 wage schedule information is now available online.

## Introduction to the Prevailing Rate Schedule

### Introduction

The Labor Law requires public work contractors and subcontractors to pay a service employee under a contract for building service work for a public agency, a wage of not less than the prevailing wage and supplements (fringe benefits) in the locality for the craft, trade, or occupation of the service employee. Such a public work building service contract must be in excess of one thousand five hundred dollars (\$1,500).

### Requesting a Wage Schedule

For every building service contract, the public agency must file a statement identifying the types of employees and work to be performed by submitting a Request for Wage and Supplement Information form (PW 39) to the Bureau of Public Work, either online, by fax, or by mail. The Commissioner of Labor makes an annual determination of the prevailing rates. This determination is in effect from July 1st through June 30th of the following year. The Public Agency must include the specifications for each building service contract the PRC number assigned to such contract and stipulation obligating the contractor to pay not less than the wage rates set forth in the Prevailing Wage Schedule issued under that PRC number.

### Hours

A building service employee, employed by a contractor, shall work up to eight (8) hours in any one day and up to forty (40) hours in any workweek for the appropriate posted prevailing wage rates. A building service employee who works more than eight (8) hours in any one day or more than forty (40) hours in any workweek shall be paid wages for such overtime at a rate not less than one-and-one-half (1.5) times the prevailing basic cash hourly rate.

### Wages and Supplements

The wages and supplements to be paid and/or provided to a building service employee, employed on a public work contract shall be not less than those listed in the Prevailing Rate Schedule.

A supplemental benefit of 'paid time off' shall be provided as paid leave, or converted to an hourly value paid to the employee. If 'paid time off' is converted to an hourly monetary value, such an amount is to be paid in addition to any other hourly supplements required by this schedule.

The hourly value for 'paid time off' would be calculated as follows: hourly wage rate X 8 hours per day X total number of paid days off divided by 2080 hours. For example: \$16.00 per hour wage rate X 8 hours per day = \$128.00; \$128.00 X 5 paid days off = \$640.00; \$640.00 divided by 2080 hours = \$0.31 per hour. The \$0.31 per hour amount would be in addition to any other required supplemental monetary amount paid.

All 'paid time off' provided to part-time employees, shall be prorated (divided, distributed, or assessed proportionately) based on fulltime equivalent hours.

The amount of 'paid time off' for part-time employees, would be calculated as follows: number of part-time weekly hours divided by 40 fulltime weekly hours = percentage of 'paid time off' for part-time employee. For example: a fulltime employee works 40 hours per week and a part-time employee works 30 hours per week (30 hours divided by 40 hours = .75); if a fulltime employee is provided 5 paid vacation days (5 X .75 = 3.75), a part-time employee would be provided 3.75 paid vacation days.

### Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion.

At a minimum, payrolls must show the following information for each person employed on a public work project: name; social security number; the craft, trade or occupation in which the worker was employed; hourly wage rate(s) paid; supplements paid or provided; and daily and weekly number or hours worked in each craft, trade or occupation.

**NOTE:** For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".

If you have any questions concerning the attached schedule or would like additional information, please write to:

New York State Department of Labor  
Bureau of Public Work  
State Office Campus, Bldg. 12  
Albany, NY 12240

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

District Office Locations:

Telephone #

FAX #

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Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

**Niagara County Article 9**

**Trash and Refuse Removal** **09/01/2016**

**JOB DESCRIPTION** Trash and Refuse Removal **DISTRICT 10**

**ENTIRE COUNTIES**

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

**WAGES**

Per Hour:

	07/01/2016	05/1/2017	05/1/2018
Trash, Recycling, Roll-Off and Brush Drivers	\$ 15.00	\$ 15.25	\$ 15.50
Thrower Helper	\$ 11.00	\$ 11.25	\$ 11.50

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

	07/01/2016	05/01/2017	05/01/2018
	\$ 6.84*	\$ TBD*	\$ TBD*

\* Applies the 1st of the month after 30 days of service.

**Vacation pay:**

After one year of service: 5 days per year  
 After four years of service: 10 days per year  
 After nine years of service: 15 days per year

4 Personal days after 90 days of service.

Paid time off for part-time employees shall be prorated. (See "Introduction to the Prevailing Rate Schedule" page 10, 'Wage and Supplements' heading, for a detailed explanation.)

**OVERTIME PAY**

See (B, B2, K) on OVERTIME PAGE

**HOLIDAY**

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

To be eligible for holiday pay an employee must complete 6 months continuous service, have worked the regularly scheduled day prior to the holiday as well as the first regularly scheduled day after the holiday.

Employees who are scheduled to work on a holiday must work that holiday or forfeit holiday pay.

If a holiday falls on an unscheduled workday (Sat/Sun) no holiday pay will be issued.

10-317

**Trash and Refuse Removal** **09/01/2016**

**JOB DESCRIPTION** Trash and Refuse Removal **DISTRICT 10**

**ENTIRE COUNTIES**

Allegany, Cattaraugus, Chautauqua, Erie, Niagara

**WAGES**

For use with Transfer Station Operation.

Per hour: 07/01/2016

Indus. Truck Driver/Tractor Operator

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	\$ 18.08
Laborer/ non-construction	\$ 13.68
Conveyor operators and tenders	\$ 15.83
Weighers/Measurers	\$ 13.38

**IMPORTANT INFORMATION:**

Article 9 §230.6. "Prevailing wage" means the wage determined by the fiscal officer to be prevailing for the various classes of building service employees in the locality. In no event shall the basic hourly cash rate of pay be less than the statutory minimum wage established by article nineteen of this chapter, or, in a city with a local law requiring a higher minimum wage on city contract work, less than the minimum wage specified in such local law.

**SUPPLEMENTAL BENEFITS**

Per hour worked: \$ 1.75

**OVERTIME PAY**

See (B, B2) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

10-NYS/R&S - Trans.Station.Ops

## Overtime Codes

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

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

- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( 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
- ( E5 ) Double time after 8 hours on Saturdays
- ( F ) Time and one half of the hourly rate on Saturday and Sunday
- ( G ) Time and one half of the hourly rate on Saturday and Holidays
- ( H ) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- ( I ) Time and one half of the hourly rate on Sunday
- ( J ) Time and one half of the hourly rate on Sunday and Holidays
- ( K ) Time and one half of the hourly rate on Holidays
- ( L ) Double the hourly rate on Saturday
- ( M ) Double the hourly rate on Saturday and Sunday
- ( N ) Double the hourly rate on Saturday and Holidays
- ( O ) Double the hourly rate on Saturday, Sunday, and Holidays
- ( P ) Double the hourly rate on Sunday
- ( Q ) Double the hourly rate on Sunday and Holidays
- ( R ) Double the hourly rate on Holidays
- ( S ) Two and one half times the hourly rate for Holidays, 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.

## Holiday Codes

### PAID Holidays:

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

### OVERTIME Holiday Pay:

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

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

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



New York State Department of Labor - Bureau of Public Work  
 State Office Building Campus  
 Building 12 - Room 130  
 Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:  Contracting Agency  Architect or Engineering Firm  Public Work District Office Date:

(Check Only One)

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address <input type="checkbox"/> (Check if new or change)  Telephone: ( )                      Fax: ( ) E-Mail:	2. NY State Units (see Item 5) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <input type="checkbox"/> 01 DOT  <input type="checkbox"/> 02 OGS  <input type="checkbox"/> 03 Dormitory Authority  <input type="checkbox"/> 04 State University Construction Fund  <input type="checkbox"/> 05 Mental Hygiene Facilities Corp.  <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT           </td> <td style="width: 50%; border: none;"> <input type="checkbox"/> 07 City  <input type="checkbox"/> 08 Local School District  <input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District  <input type="checkbox"/> 10 Village  <input type="checkbox"/> 11 Town  <input type="checkbox"/> 12 County  <input type="checkbox"/> 13 Other Non-N.Y. State (Describe)           </td> </tr> </table>	<input type="checkbox"/> 01 DOT <input type="checkbox"/> 02 OGS <input type="checkbox"/> 03 Dormitory Authority <input type="checkbox"/> 04 State University Construction Fund <input type="checkbox"/> 05 Mental Hygiene Facilities Corp. <input type="checkbox"/> 06 OTHER N.Y. STATE UNIT	<input type="checkbox"/> 07 City <input type="checkbox"/> 08 Local School District <input type="checkbox"/> 09 Special Local District, i.e., Fire, Sewer, Water District <input type="checkbox"/> 10 Village <input type="checkbox"/> 11 Town <input type="checkbox"/> 12 County <input type="checkbox"/> 13 Other Non-N.Y. State (Describe)
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3. SEND REPLY TO <input type="checkbox"/> check if new or change Name and complete address:  Telephone:( )                      Fax: ( ) E-Mail:	4. SERVICE REQUIRED. Check appropriate box and provide project information.  <input type="checkbox"/> New Schedule of Wages and Supplements. <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 5px 0;">APPROXIMATE BID DATE :</div> <input type="checkbox"/> Additional Occupation and/or Redetermination  <div style="display: flex; justify-content: space-between; border: 1px solid black; padding: 5px;"> <div style="width: 45%; border-right: 1px solid black; font-size: small;">PRC NUMBER ISSUED PREVIOUSLY FOR THIS PROJECT :</div> <div style="width: 45%; font-size: small;">OFFICE USE ONLY</div> </div>
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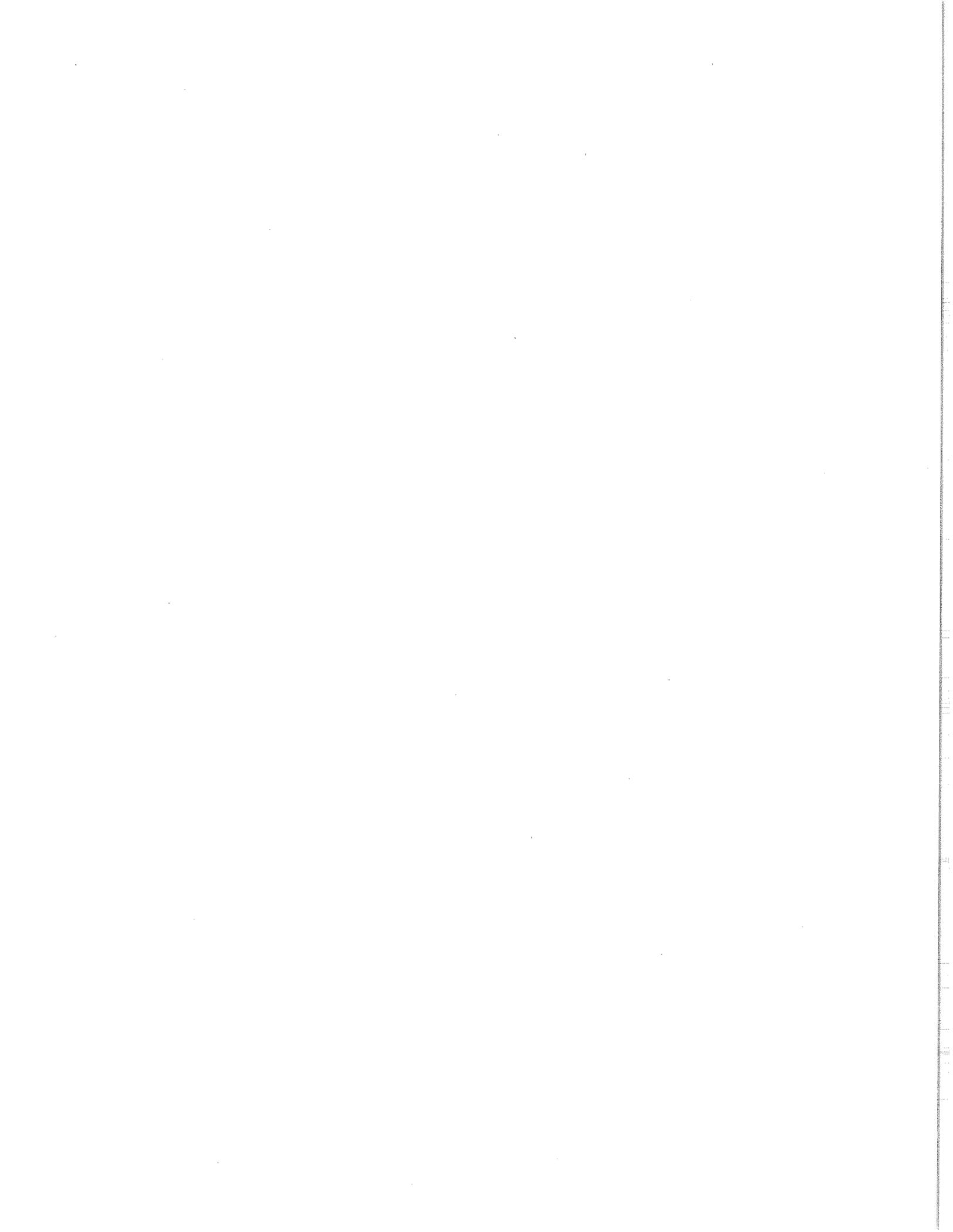
**B. PROJECT PARTICULARS**

5. Project Title _____ Description of Work _____ _____ Contract Identification Number _____ Note: For NYS units, the OSC Contract No. _____	6. Location of Project: Location on Site _____ Route No/Street Address _____ Village or City _____ Town _____ County _____
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7. Nature of Project - Check One: <input type="checkbox"/> 1. New Building <input type="checkbox"/> 2. Addition to Existing Structure <input type="checkbox"/> 3. Heavy and Highway Construction (New and Repair) <input type="checkbox"/> 4. New Sewer or Waterline <input type="checkbox"/> 5. Other New Construction (Explain) <input type="checkbox"/> 6. Other Reconstruction, Maintenance, Repair or Alteration <input type="checkbox"/> 7. Demolition <input type="checkbox"/> 8. Building Service Contract	8. OCCUPATION FOR PROJECT : <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> <input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water)  <input type="checkbox"/> Tunnel  <input type="checkbox"/> Residential  <input type="checkbox"/> Landscape Maintenance  <input type="checkbox"/> Elevator maintenance  <input type="checkbox"/> Exterminators, Fumigators  <input type="checkbox"/> Fire Safety Director, NYC Only           </td> <td style="width: 50%; border: none;"> <input type="checkbox"/> Guards, Watchmen  <input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators  <input type="checkbox"/> Moving furniture and equipment  <input type="checkbox"/> Trash and refuse removal  <input type="checkbox"/> Window cleaners  <input type="checkbox"/> Other (Describe)           </td> </tr> </table>	<input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water) <input type="checkbox"/> Tunnel <input type="checkbox"/> Residential <input type="checkbox"/> Landscape Maintenance <input type="checkbox"/> Elevator maintenance <input type="checkbox"/> Exterminators, Fumigators <input type="checkbox"/> Fire Safety Director, NYC Only	<input type="checkbox"/> Guards, Watchmen <input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators <input type="checkbox"/> Moving furniture and equipment <input type="checkbox"/> Trash and refuse removal <input type="checkbox"/> Window cleaners <input type="checkbox"/> Other (Describe)
<input type="checkbox"/> Construction (Building, Heavy Highway/Sewer/Water) <input type="checkbox"/> Tunnel <input type="checkbox"/> Residential <input type="checkbox"/> Landscape Maintenance <input type="checkbox"/> Elevator maintenance <input type="checkbox"/> Exterminators, Fumigators <input type="checkbox"/> Fire Safety Director, NYC Only	<input type="checkbox"/> Guards, Watchmen <input type="checkbox"/> Janitors, Porters, Cleaners, Elevator Operators <input type="checkbox"/> Moving furniture and equipment <input type="checkbox"/> Trash and refuse removal <input type="checkbox"/> Window cleaners <input type="checkbox"/> Other (Describe)		

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding? YES  NO

10. Name and Title of Requester	Signature
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NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

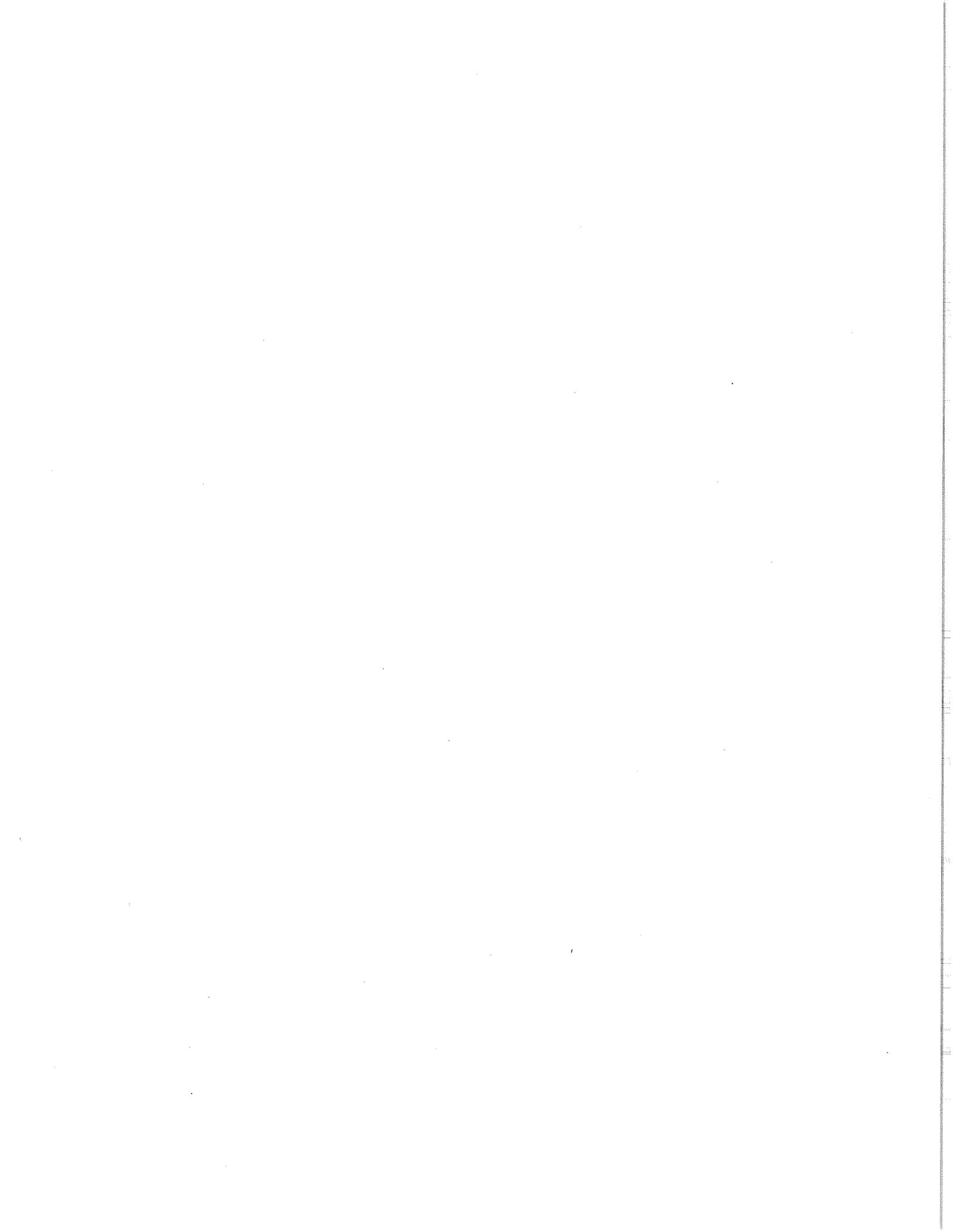
Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>



NYS DOL Bureau of Public Work Debarment List 07/19/2016

Article 9

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		AIRPORT SERVICE LTD		P O BOX 548 MORICHES NY 11955	11/28/2012	11/28/2017
DOL	DOL	*****5530	CFM SERVICE CORPORATION INC		P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL		JOSEPH KLEINPETER	CFM SERVICE CORPORATIO N INC	P O BOX 548 225 MONTAUK HWY/SUITE 219MORICHES NY 11955	11/28/2012	04/15/2021
DOL	DOL	*****0744	NCLN20 INC		3494 HALL LANE P O BOX 69LAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC		ROBERT SARDINA		C/O TRAFFIC MOVING SYSTEM 66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020
DOL	DOL		SIHAYA JONES		C/O NCLN20 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	DOL		STEPHEN JONES		C/O NCLN10 INC 3404 HALL LANELAFAYETTE CA 94549	05/23/2013	05/23/2018
DOL	NYC	*****2049	TRAFFIC MOVING SYSTEMS INC		66 ALEXANDER STREET YONKERS NY 10701	03/31/2015	03/31/2020