# ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
# OFFICE OF THE COMMISSIONER

## Addendum No. 3

Project Name: BECPL Exterior Marble Restoration
Project No.: 2025-812-03

Project Location:
Buffalo & Erie County Central Library
One Lafayette Square
Buffalo, New York 14202

Date: November 12, 2026

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**This Addendum is being issued to clarify the bid documents and shall supersede and supplement all portions of previously issued bid documents with which it conflicts. It shall be made an integral part of the construction documents.**

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The bid opening for this project will be postponed until December 3rd at 10:00AM in room 1404 of the Rath Building.

The County will be accepting RFIs up through 3:00PM on November 17. An addendum will be posted November 20.

QUESTION: In regard to Questions 10 and 13 of Addendum #1, will swing stage use be allowed if the roof is protected? Or will the roof be off limits for this contract?
RESPONSE: The roof shall be considered unavailable for contractor access and shall not be utilized to support swing stage operations. The roofing work is being performed under a separate project, and the Owner cannot accommodate delays, loading, or potential damage associated with swing stage operations. Contractors shall base their bids on means and methods that do not require roof access or roof-supported swing staging.

QUESTION: If swing stages cannot be used, please confirm if/where there are underground vaults, ductbanks, etc. in the surrounding streets and sidewalks. In past experience many city sidewalks and streets have underground vaults, ductbanks, utilities, or the building basement extends under the sidewalk. These conditions often have weight/loading restrictions. If we need to use lifts or scaffold, we would like to know if or where these conditions may exist. And if they do exist, what are the restrictions?
RESPONSE: The City has not completed a comprehensive survey of underground utilities within the adjacent public streets and sidewalks. Contractors shall coordinate utility locates through the appropriate

agencies and comply with all applicable permit requirements and utility notification procedures prior to excavation, crane setup, scaffold support installation, or other ground-disturbing activities.

Bidders are advised that known underground infrastructure exists within the project site, including electrical vaults, domestic water service, fire protection infrastructure, and an underground diesel storage tank in the parking lot area along Oak Street. Contractors shall verify existing conditions and develop their means and methods accordingly. Any required permits for use or occupation of public sidewalks or streets shall be obtained by the Contractor.

Bidders are reminded that crane locations, scaffold support locations, and other temporary loading conditions remain the Contractor's responsibility. Prior to installation, the Contractor shall verify ground-bearing conditions and identify all underground utilities and structures that may be affected by temporary construction loads. Any required utility investigations, engineering analyses, permits, or protective measures shall be included in the Contractor's Bid.

QUESTION: Can scaffold be placed on the plaza deck?
RESPONSE: Yes. Placement of scaffold on the plaza deck is an acceptable means and method, subject to review and approval of the Contractor's scaffold plan.
The Contractor shall provide adequate protection for all plaza surfaces and restore any disturbed or damaged areas to their original condition upon completion of the work. Particular care shall be taken to protect existing drainage components, irrigation systems, site lighting, landscaping, and planting areas located within and adjacent to the plaza.

QUESTION: In regard to Question 15, the response states "delete subparagraph B. Allowance No. 2." Is Allowance No. 2 ($1,300,000) to be removed from the project?
RESPONSE: Allowance No. 2 has been deleted.

All costs associated with sealant removal, hazardous material abatement related to sealant removal, and replacement sealant installation required to complete the Work shall be included in the Bid, as applicable to each Base Bid and Alternate identified in the Contract Documents.
In addition, bidders shall provide separate bid line items for:

- Sealant removal and disposal; and
- Replacement sealant installation.

These line items are requested for funding evaluation purposes and shall be identified separately from the Base Bid, Alternates, and Allowances. Bidders are advised that the existing sealant is considered hazardous and shall be removed and disposed of in accordance with the Contract Documents and applicable regulations. The separate pricing is being requested solely to assist the Owner in evaluating funding scenarios and potential project scoping options.

QUESTION: The unit prices listed on the revised bid form in Addendum #1 do not correspond with the unit prices in spec 012200. Please confirm the correct unit prices.
RESPONSE: The unit prices identified in Specification Section 01 22 00 - Unit Prices are correct and shall govern. The revised Bid Form issued with Addendum No. 1 contained unit prices that were inconsistent with Specification Section 01 22 00.

A revised Bid Form is included with this Addendum. Bidders shall utilize the updated Bid Form and base their bids on the unit prices indicated in Specification Section 01 22 00. The revised Bid Form supersedes all previously issued versions.

QUESTION: For the stone panel repair/replacement areas, the sealant surrounding the panel will have to be removed/abated. Is the sealant replacement associated with the stone panel repairs/replacement covered by Allowance #2?
RESPONSE: No. Allowance No. 2 has been deleted.

All costs associated with sealant removal, hazardous material abatement related to sealant removal, and replacement sealant installation required to complete the Work shall be included in the Bid, as applicable to each Base Bid and Alternate identified in the Contract Documents.
In addition, bidders shall provide separate bid line items for:

- Sealant removal and disposal; and
- Replacement sealant installation.

These line items are requested for funding evaluation purposes and shall be identified separately from the Base Bid, Alternates, and Allowances. Bidders are advised that the existing sealant is considered hazardous and shall be removed and disposed of in accordance with the Contract Documents and applicable regulations. The separate pricing is being requested solely to assist the Owner in evaluating funding scenarios and potential project scoping options.

**END OF ADDENDUM NO. 3**

# SECTION 012100 - ALLOWANCES

## PART 1 - GENERAL

### 1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

### 1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.

B. Types of allowances include the following:
1. Unit-cost allowances.
2. Lump-sum allowances

C. Related Requirements:

1. Section 012200 "Unit Prices" for procedures for using unit prices.

### 1.3 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect from the designated supplier as approved through the submittal process.

### 1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

## 1.5 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance. These tickets should be signed by the Construction Inspector assigned to the project.

1. The above only applies to allowance draws that do not have a unit price associated with the scope of work and are authorized by the Owner.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance. These tickets should be signed by the Construction Inspector assigned to the project.

1. The above only applies to allowance draws that do not have a unit price associated with the scope of work and are authorized by the Owner.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

## 1.6 ALLOWANCE COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

B. See Sections 1.7 and 1.8 within this specification below for permitted markups to Lump-Sum and Unit-Price Allowances, respectively.

C. At Project closeout, a credit for unused amounts remaining in all allowances will be processed by a Change Order to the Owner
1. The credit to the Owner shall be inclusive of a reasonable overhead and profit margin for Lump-Sum Allowances. Unit Price allowances do not need to include an overhead and profit margin as Unit-Price allowances do not include this markup as part of the Base Bid Proposal.

D. Under no circumstances, is the Contractor permitted to exceed the value of the allowance without prior authorization from the Owner. Charges in excess of the allowance threshold may result in incurred costs to the Owner with no requirement by the Owner for reimbursement for the costs in excess of the allowance.
1. If allowances draws exceed the amount of the allowance and are authorized by the Owner, the amount of authorized work that exceeds the value of the allowance, will be treated as a Change Order, as defined in the General Conditions under ‘Payment for Extra or Omitted Work’ included within the Project Manual

E. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.

F. All charges against an allowance are subject to the Owner and/ or Architect/ Engineer’s review and authorization prior to payment of any allowance.

G. All work authorized by the Owner to be billed to an Allowance, shall have the associated certified payroll submitted within LCPtracker software. See General Conditions for additional information.

## 1.7 LUMP-SUM ALLOWANCES

A. Lump-Sum Allowances shall be inclusive of all applicable costs associated with executing the work as authorized by the Owner including but not limited to; installation, insurance, equipment, labor, material, delivery to Project site, startup and turn over to the Owner.

1. See the 'Information To Bidders' Section included within the Project Manual for all items required at the time of the Bid Opening.

B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials of an allowance shall be included as part of the Contract Sum and not part of the allowance.

C. No items within the base bid scope of work will be paid for through the allowance.

D. If no unit price is specified, changes to the base bid scope of work will be handled per following:
1. All work authorized through a lump sum allowance associated with a given prime contract shall be prepared and billed accordingly as specified in Section 7.09 included within the General Conditions included in the Project Manual.
2. Work shall not commence prior to written authorization by the Owner.

E. Unused Materials: Turn over any unused or left-over materials purchased under an allowance to the Owner, after installation has been completed and accepted. The contractor may only bill the Owner for unused or left-over materials that were previously authorized to be drawn off the allowance.
1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

## 1.8 UNIT-PRICE ALLOWANCES

A. Unit prices as included in the bid proposal form will be used to charge to an allowance as applicable and as directed by the Owner.
1. Unit Price Allowances DO NOT include an overhead and profit margin to the overall allowances. Unit Prices are to be inclusive of the overhead and profit margin as determined by the contractor within the unit price item.

B. Allowance shall include cost to Contractor of specific products and materials ordered by Owner or selected by Architect under allowance and shall include freight and delivery to Project site.

C. Allowances will be paid by the unit price provided as part of base bid as shown on the Proposal Form included within the bid submitted by the contractor. No additional markup is permitted on unit prices.

D. Work shall not commence prior to written authorization by the Owner.

**PART 2 - PRODUCTS (Not Applicable)**

**PART 3 - EXECUTION**

**3.1 EXAMINATION**

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

**3.2 PREPARATION**

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

**3.3 SCHEDULE OF ALLOWANCES**

A. Allowance No. 1: Landscaping Materials: Include the sum of $35,000 for the replacement of foliage in the planters, omitting the trees and bushes designated to remain.

1. This allowance includes material cost, receiving, handling, and installation, and Contractor overhead and profit.

**END OF SECTION**

# *NAME OF BIDDER*

**BID SUBMITTED BY:** _____

**PROPOSAL FOR:**

**GENERAL CONSTRUCTION WORK**

**Buffalo and Erie County Public Library**
**Exterior Marble Restoration**
**1 Lafayette Avenue, Buffalo NY, 14203**

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

Commissioner Geary:

Pursuant to and in compliance with your advertisement for Bids, the undersigned offers to furnish all materials and all plant, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the construction work, as required by and in strict accord with the contract documents dated 10/06/2026 entitled: *"2025-2028 BECPL CAPITAL PROJECTS – EXTERIOR MARBLE RESTORATION"* including all Addenda for the following sum of:

BASE BID:

_____

/100 DOLLARS ($ )

_____

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

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

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

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

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

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

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

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

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

## ALTERNATE BIDS

The undersigned further proposes and agrees that if any or all of the following alternates are accepted and included in the contract, the total amount of the contract as heretofore stated shall be accordingly increased, or decreased, as the case may be. All materials and workmanship shall be in strict accordance with specifications and drawings.
The Owner, as a term and condition of Bid, reserves the right to either accept or reject any or all of the alternates appearing below. Pursuant to the Owner's right of acceptance or rejection, the Contractor submitting this Proposal hereby agrees that he will hold all of the alternate prices appearing below for the duration of the contract.

**A. Alternate Bid Alt.-1: East Elevation**

**ADD DEDUCT (circle one)** _____

_____ **/100 DOLLARS ($ )**

**Completion in Calendar Days:** _____

**B. Alternate Bid Alt.-2: East Building North and West Elevations**

**ADD DEDUCT (circle one)** _____

_____ **/100 DOLLARS ($ )**

**Completion in Calendar Days:** _____

**C. Alternate Bid Alt.-3: Washington Street Planters**

**ADD DEDUCT (circle one)** _____

_____ **/100 DOLLARS ($ )**

**Completion in Calendar Days:** _____

**D. Alternate Bid Alt.-4: Ellicott Street Underpass**

**ADD DEDUCT (circle one)** _____

_____ **/100 DOLLARS ($ )**

**Completion in Calendar Days:** _____

## ALLOWANCES

Certain work is specified in the Contract Documents by allowance. The allowances include: furnishing all plant materials within the planters associated with Alt-3 and sealant replacement material costs. Allowances have been established in
lieu of additional requirements and to defer selection of actual materials and equipment to a later date when additional information is available for evaluation. If necessary, additional requirements will be issued by Change Order.

**Allowance no. A-1:** See Allowances: Section 012100

## UNIT PRICES

Certain work is specified in the Contract Documents by unit price. The unit prices include: furnishing all materials and all plant, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the work. Unit prices have been described in Section "012200 Unit Prices." Contractor submitting this Proposal hereby agrees that he will hold all of the unit prices appearing below for the duration of the contract.

**Unit Price No. 1:** (PCB Containing Sealant Removal) _____ / LF

**Unit Price No. 2:** (NonHazardous Sealant Removal) _____ / LF

**Unit Price No. 3:** (Sealant Installation) _____ / LF

## SUBSTITUTIONS

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

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

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

ADDENDA:

The foregoing proposal covers the following Addenda:

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

NON-COLLUSIVE BIDDING CERTIFICATE.

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

   a. The prices in this bid have been arrived at independently with no collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; and
   b. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
   c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition; and
   d. If the bidder is a corporation, this certificate is and shall be deemed to have been authorized by the board of directors of the bidder, and such authorization is and shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate of non-collusion as the act and deed of the corporation.

2. Pursuant to 103-d, General Municipal Law, a bid shall not be considered for award nor shall any award be made where the above Non-Collusive Certificate, Paragraphs 1, (A), (B), (C), and (D) have not been complied with, unless explained, justified and legally excused in accordance with said law.

This proposal and/or contract shall be governed by New York State Law.

The undersigned agrees together into a contract for the above stated compensation, under the terms and conditions outlined, plus any other conditions mutually agreed upon.

NAME OF FIRM: Federal Tax ID No.:

AUTHORIZED SIGNATURE:

PRINTED OR TYPEWRITTEN
NAME OF SIGNATORY:

TITLE:

ADDRESS:

PHONE No.: FAX No.:

EMAIL ADDRESS:

DATE:

SEAL IF BIDDER
IS A CORPORATION

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS**
**OFFICE OF THE COMMISSIONER**

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

NAME: _____

CORPORATION CO-PARTNERSHIP AN INDIVIDUAL TRADE
(Strike out classification not applicable.)

ADDRESS OF PRINCIPAL OFFICE:

Street: _____

City: _____

State: _____

LOCAL BRANCH OFFICE ADDRESS:

_____

INCORPORATED UNDER THE LAWS OF THE STATE OF: _____

If Foreign Corporation, state if authorized to do business in the State of New York: (YES) (NO)

If Co-Partnership, Names of Partners and Addresses are:

_____ _____

_____ _____

_____ _____

_____ _____

_____ _____

If doing business under Trade Name, Assumed Name or Firm Style:

Name of Owner: _____

Certificate Filed: _____ _____

(Place) (Date)

# NEW YORK STATE CERTIFIED APPRENTICESHIP TRAINING PROGRAM CERTIFICATION

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

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

[ ] Enclosed is a copy of the certification of approval of the New York State Certified Apprenticeship Training Program (NYSCATP) by the New York State Department of Labor which, as Bidder, will use in connection with the construction contract. Also Enclosed is a written plan demonstrating how apprentices will be utilized by the Bidder As Prime Contractor or by the Subcontractor(s) to the Bidder as Prime Contractor. Such Plan shall include at a minimum:

Please check all items i through vi to acknowledge compliance:

- [ ] i. An organized written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
- [ ] ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
- [ ] iii. Equal employment and affirmative action plans;
- [ ] iv. Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff;
- [ ] v. A minimum of ten percent (10%) of the total construction workers. Trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must be consist of persons participating in a NYSCATP; and
- [ ] vi. In all cases, such Certified Apprenticeship Training Program must be specific to the type and scope of work which is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.

[ ] Enclosed is a detailed explanatory written statement as to the inapplicability of Apprenticeship participation due to: the lack of career opportunities in NYSCATP Approved by New York State Department of Labor Commissioner; OR the magnitude of the construction contract which would make use of apprentices impracticable.

| _____ | _____ | _____ |
|---|---|---|
| *SIGNATURE* | *COMPANY NAME* | *DATE* |

CONTRACTOR'S OWN WORKFORCE

(This form must be submitted with the Contractor's bid proposal)

Pursuant to Section 3.18 – Contractor's Own Workforce, of the General Conditions, the Contractor submitting a bid proposal acknowledges that they will perform a minimum of 25% of the work with their own workforce as follows:

| Task | Value of Work |
|---|---|
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| | |
| Total Value of Workforce | |
| Percentage of Total Bid | % |

_____ _____ _____

*SIGNATURE* *COMPANY NAME* *DATE*

**Erie County Equal Pay Certification**

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

_____
Signature

**Verification**

**A) OWNER/PARTNERSHIP**

STATE OF _____ )
COUNTY OF _____ ) SS:

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

Sworn to before me this _____Day of _____, 20__

_____
Notary

**B) CORPORATE**

STATE OF _____ )
COUNTY OF _____ ) SS:

_____, being duly sworn, states that he or she is the
Name of Corporate Officer
_____, of_____,
Title of Corporate Officer Name of Corporation
the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.
Sworn to before me this _____Day of _____, 20__

_____
Notary

# ERIE COUNTY EXECUTIVE ORDER #18
# ATTESTATION AND
# STATEMENT OF WORKFORCE

We hereby attest that we have read and understand Erie County Executive Order #18 ("EO #18"). We acknowledge that the project we are bidding on may be subject to the provisions thereof. We further attest that, should we be identified as the successful bidder and should the appropriate individual or entity determine that this project is subject to EO #18, we will be in compliance with such Order, or we will have been granted a partial waiver by the Erie County Office of Equal Employment Opportunity prior to starting work on the project.

We further acknowledge that in order for Erie County to determine if the project we are bidding on is subject to EO #18, they need to analyze the workforce that we intend to use on such project. We therefore now do attest that it is our current intention to use _____#___ construction workers, which number includes any subcontracted construction workers, on this project should it be awarded to us. For purposes of this attestation we understand that construction worker shall mean a laborer, workman, or mechanic who is directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees.

_____
Signature

**Verification**

STATE OF NEW YORK )
COUNTY OF ERIE ) SS:

A)
_____, being duly sworn, states he or she is the owner of (or partner in) _____, and is making the foregoing Attestation and Statement of Workforce and that such representations made are true to his or her own knowledge.

B)
_____, being duly sworn, states that he or she is the (Name of Corporate Officer) _____, of (Name of Corporation or Enterprise)_____, that he or she has read the Attestation and Statement of Workforce and that such representations made are true to his or her knowledge, and are made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____ _____
Day of _____. 20_____ Notary Public

## ACKNOWLEDGMENT OF DRUG AND ALCOHOL TESTING COMPLIANCE

_____hereby acknowledges that a drug
(PRINT OR TYPE COMPANY NAME)
and alcohol program, which is required by Federal Department of Transportation rules (CFR, Title 49, Part 40 and 382), has been implemented by this Company. The program is administered by:

(PLEASE SELECT ONE)

( ) The Company itself - The program administrator is:

_____
(Company Administrator's Name and Telephone Number)

( ) Third - Party Administrator - The program administrator is:

_____
(Third - Party Administrator's Name)

_____
(Address)

_____
(Contact Person/Telephone)

_____
(Company's Official's Name)

_____
(Signature)

_____
(Date)

Subscribed to before me on

_____, day of _____ 20___

_____
Notary Public

Due to the safety-sensitive nature of the work which your Commercial Driver Licensed (CDL) employees may perform on this project, you are required to implement a drug and alcohol testing program which follows Federal Department of Transportation rules (CFR, Title 49, Parts 40 and 382). Further, as a condition of your contract, you must also submit proof of your compliance via this form to the Erie County Department of Public Works, office of the Commissioner.

This form must be signed and returned to the Commissioner of Public Works, 14th Floor, Rath Building, 95 Franklin Street, Buffalo, NY, no later than three (3) working days after the bid opening.