

ADDENDUM NO. 1

COUNTY OF ERIE
DEPARTMENT OF ENVIRONMENT AND PLANNING
ERIE COUNTY SEWER DISTRICT NO. 2
CONTRACT NO. 111
BIG SISTER CREEK WRRF COATINGS & REPAIRS

All bidders must **fax** or **e-mail** this sheet to Erie County Department of Environment and Planning/Division of Sewerage Management (Attn: Beth Pfalzer), to fax no. 716-858-6257 or e-mail beth.pfalzer@erie.gov. By signing and dating this sheet bidders are stating that their company has received Addendum No. 1 to the Erie County Sewer District No. 2; Contract No. 111; Big Sister Creek WRRF Coatings & Repairs.

Received: _____

By: _____

Phone: _____

Date: _____

All bidders must incorporate Addendum No. 1 including all attachments when submitting bids for this contract. Bidders are also advised to acknowledge Addendum No. 1 in the Receipt of Addenda section 7.03 of the Bid Form and endorse the special notice page attached hereto and made part of Addendum No. 1. This Addendum consists of 2 pages and attachments, if any, listed on the last page.

IF YOU RECEIVED THIS ADDENDUM IN ERROR OR WOULD LIKE TO BE REMOVED FROM THE POTENTIAL BIDDER LIST FOR THE REFERENCED PROJECT (AND NOT RECEIVE FURTHER CORRESPONDENCE REGARDING THIS PROJECT), PLEASE CONTACT BETH PFALZER (beth.pfalzer@erie.gov).

Erie County Sewer District No. 2
Big Sister Creek WRRF Coatings and Repairs
Contract No. 111

ADDENDUM No. 1

Additions and Modifications

BIDDING REQUIREMENTS SPECIFICATIONS:

1. **Advertisement for Bids Section 00-11-13 – Paragraph 2 – Delete “*Wednesday, September 23, 2026, at 2:00 PM*” in its entirety and Replace with “*Monday, September 28, 2026, at 2:00 PM*”**
2. **Replace revised Sections: 00 01 10 Table of Contents, 00 21 13 Instructions to Bidders (see Article 22), 00 41 13 Bid Form (see Article 2), and 00 52 13 Agreement (see Article 7);**
Replace Section 00 73 39 with 00 73 39.1.

A full waiver for M/WBE and SDVOB goals was granted on 9/1/2026 and signed 9/9/2026. No submittals will be required related to M/WBE and SDVOB participation.

End of Addendum

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00 21 13, Instructions to Bidders

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement. Owner requires that Bidder register as a plan holder at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- A. Bids will not be accepted unless the bid package is downloaded directly from <https://www3.erie.gov/dsm/form/dsm-bids-on-line-bid-retrieval> so that contact information is captured for bid addenda and communication.
- 2.04 *Electronic Documents*
- A. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat products.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.04.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.
- 2.05 The bidding documents may be examined at the office of the Erie County Department of Environment and Planning (DEP), Division of Sewerage Management (DSM), 10th Floor, Room 1034, 95 Franklin Street, Buffalo, NY 14202.

ARTICLE 3— QUALIFICATIONS OF BIDDERS

- 3.01 Erie County Local Law No. 2-2021 requires the use of the New York State Vendor Responsibility For-Profit Construction (Form CCA-2) and Attachments which is available at <https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire>. **A hard copy of this form and Attachments**

A&B must be submitted with the Bid. Attachment C may be submitted up to 3 days after the bid, upon request by Owner.

- 3.02 A Bidder's failure to submit **complete** required qualification information may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder's attention is directed to County of Erie Local Law No. 2 (2021) in Section 00 73 75 Local Agency Requirements for more information related to Bidder qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement. Representatives of Owner/Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented, and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

5.01 *Site and Other Areas*

- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.

5.02 *Existing Site Conditions*

A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*

- 1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.
 - b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
- 2. Owner will make digital copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but

00 21 13, Instructions to Bidders

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the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.

3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

5.03 *Other Site-related Documents*

- A. In addition to the documents regarding existing Site conditions referred to in Paragraph 5.02.A, the following other documents relating to conditions at or adjacent to the Site are known to Owner and made available to Bidders for reference as exhibits:

1. **Dissolved Aeration Floatation (DAF) Thickener Tank 1 As-Built Drawings**
2. **Ferric Chloride Tank 005 Drawings and last 5 Year Tank Inspection Report**

Owner will make copies of these other Site-related documents available to all Bidders on the same website as the Bid Documents.

- B. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- C. The other Site-related documents are not part of the Contract Documents.
- D. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- E. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. **A pre-bid conference will be held on site at the Big Sister Creek WRRF on Wednesday, September 2, 2026 at 10:30 AM.** The Big Sister Creek WRRF is located at 8443 Lake Shore Rd, Angola, NY, 716-549-3161. A map to the site will be made available upon request. Bidders visiting the Site are required to arrange their own transportation.
- C. All access to the Site other than during the regularly scheduled Site visit must be coordinated through the following Owner/Engineer: **Angela M Horton, P.E., angela.horton@erie.gov or 716-858-8437 as project manager; or Joseph Glab, joseph.glab@erie.gov or 716-858-8462, as assistant project manager.** Bidder must conduct the required Site visit during normal working hours, typically Monday through Friday 8 AM – 3:30 PM.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.
- E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and

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submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test site.

- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program which is in the Specifications.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing to **Angela M Horton, P.E.** at angela.horton@erie.gov.
- 7.03 Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda delivered to all registered plan holders not later than three days prior to the date fixed for the opening of bids. Questions received less than six calendar days prior to the date for opening of Bids may not be answered.

- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount not less than five percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid Bond issued by a Surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid Bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited to the extent of Owner's damages. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 46 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 10 business days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of material or equipment, such application will not be considered by Engineer until after the Effective Date of the Contract
- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as

supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers of major equipment proposed for the Work, as requested, within three days after Bid opening.
- 11.02 Any limitations on the amount of Work that can be subcontracted are included in SC 7.07.A.1.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
 - A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.
- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.

- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in New York State, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit specific items in the Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Unit Price*

- A. Bidders must submit a Bid on a unit price basis for each item of Work listed in the unit price section of the Bid Form.
- B. The "Bid Price" (sometimes referred to as the extended price) for each unit price Bid item will be the product of the "Estimated Quantity", which Owner or its representative has set forth in the Bid Form, for the item and the corresponding "Bid Unit Price" offered by the Bidder. The total of all unit price Bid items will be the sum of these "Bid Prices"; such total will be used by Owner for Bid comparison purposes. The final quantities and Contract Price will be determined in accordance with Paragraph 13.03 of the General Conditions.
- C. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
- 13.03 Total bid price is a combined total of the lump sum bid items, the unit price bid items, and the contingency amount, as shown on the bid form.

ARTICLE 14—SUBMITTAL OF BID

- 14.01 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement and must be enclosed in a sealed, plainly marked opaque package with the Project title, the Contract Number, and the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.
- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the

manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.

- 15.03 If within 3 business days after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the Advertisement and, unless obviously non-responsive, read aloud publicly.
- 16.02 Following the Bid opening, Bid results will be posted at <http://www3.erie.gov/dsm> under the “Bid Results” tab.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive any minor Bid Informality not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
- A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.

- 18.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to Performance and Payment Bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing Bid Bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 The acceptance of a Bid will be a Notice of Award signed by the duly authorized representative of the Owner and no other act of the Owner shall constitute the acceptance.
- 20.02 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 15 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—EXEMPTION FROM SALES AND COMPENSATING USE TAXES

- 21.01 In computing their bids, Bidders are not to include the sales and compensating use taxes of the State of New York or of any city and county in the State of New York for any supplies or materials to be sold to the Owner, which is exempt from such taxes.

ARTICLE 22— STATUTORY AND FUNDING-FINANCING REQUIREMENTS

- 22.01 Bidders' attention is directed to the following Sections:

- A. 00 73 36, Equal Employment Opportunity Requirements;
- B. 00 73 38, Apprenticeship Requirements;
- C. 00 73 40, Disadvantaged Worker Requirements.
- D. 00 73 43, Wage Rate Requirements; and
- E. 00 73 75, Local Agency Requirements.

- 22.02 **ERIE COUNTY EXECUTIVE ORDER #18:** The project contemplated by this Request for Bids may be subject to Erie County Executive Order #18 which is attached hereto along with its Rules and Regulations for reference as Section 00 73 40 Articles 1 and 2. **All bids must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto as Erie County Executive Order #18 Attestation and Statement of Workforce in Section 00 73 40. Any bids received which do not include such attestation or include an incomplete attestation may be deemed non-responsive.** Be advised that the Contractor will be required to

provide monthly reports demonstrating good faith efforts to meet the work force goals using LCPTTracker software.

- 22.03** A Bidder's failure to submit required information within the times indicated may disqualify Bidder from receiving an award of the Contract.

BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Erie County Commissioner of Environment and Planning
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 **The following documents are submitted with and made a condition of this Bid:**
 - A. Required Bid security;
 - B. New York State Vendor Responsibility Questionnaire Form CCA-2 with supporting attachments A & B, and attachment C when included or requested (from Section 00 73 75);
 - C. Exhibit BF-1 - Certificate of Non-Collusion;
 - D. Exhibit BF-2 - Waiver of Immunity Certification;
 - E. Exhibit BF-3 – Confined Space and OSHA 10 Compliance Certifications;
 - F. Exhibit BF-4 - Certification for Contracts, Grants, Loans, And Cooperative Agreements 40 CFR 34;
 - G. Equal Pay Certification (from Section 00 73 36);
 - H. New York State Certified Apprenticeship Training Program Certification (from Section 00 73 38);
 - I. Erie County Executive Order #18 Attestation and Statement of Workforce and Waiver, when included or requested (from Section 00 73 40);
 - J. Acknowledgement of Wage Schedule Receipt (from Section 00 73 43);
 - K. Certificate of Contractor Registration & Acknowledgement of NYSDOL Contractor Registration; and
- 2.02 Specialty Waiver
 - A. Due to the specialty nature of the sandblasting, painting and/or coating, along with the stabilization of a large concrete pad that a wastewater process tank sits on, a full waiver for the M/WBE and SDVOB requirements was granted on 9/1/2026 and signed on 9/9/2026. The M/WBE and SDVOB waiver is located in Section 00 73 39.1 Minority Business Enterprise Requirements Waiver.

00 41 13, Bid Form

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ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 Lump Sum Bids

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s),

Lump Sum Price (Single Lump Sum)

Lump Sum Bid Price Item 111.1: Ferric Chloride Tank Exterior Painting and Containment Interior Repair and Coating	\$
Lump Sum Bid Price Item 111.2: Dissolved Aeration Flootation (DAF) Thickener Tank 1 Interior Coating	\$

- B. The following contingency allowance is included in the price set forth below.

Lump Sum Contingency	\$ 15,000.00
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- C. Total of Lump Sum Bid Items

Total of all Lump Sum Bid Items	\$
---------------------------------	----

3.02 Unit Price Bids

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
111.3	DAF tank 1 injection under pad	Gallon	100		\$
111.4	Concrete ceiling restoration spalling	Sq. Ft.	106		\$
111.5	Concrete ceiling restoration cracks	Per LF	38		\$
Total of All Unit Price Bid Items					\$

- B. Bidder acknowledges that:

- Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
- Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

3.03 Total Bid Price (Lump Sum and Unit Prices)

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$
---	----

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ARTICLE 4—BASIS OF BID—COST-PLUS FEE – NOT USED

ARTICLE 5—PRICE-PLUS-TIME BID - NOT USED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages.

ARTICLE 7—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA.

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

ARTICLE 8—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder’s Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Sites, conducted a thorough visual examination of the Sites and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Sites and the drawings of physical conditions relating to existing surface or subsurface structures at the Sites that have been identified in the

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Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Sites that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Sites; information and observations obtained from visits to the Sites; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
12. Bidder is aware that Successful Bidder will need to comply with Erie County Executive Order 13 (2014). See Section 00 73 36.
13. Bidder is aware that Successful Bidder will need to comply with Erie County Executive Order 18 (2017). See Section 00 73 40.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.

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3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

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BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

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EXHIBIT BF-1 – CERTIFICATE OF NON-COLLUSION

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

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

(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 or not to submit a bid for the purpose of restricting competition.

By: _____
Contractor's Signature Business Name

Name: _____ Date: _____
Typed or Printed Name

Title: _____

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EXHIBIT BF-2 – WAIVER OF IMMUNITY CERTIFICATION

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

(CORPORATE SEAL)

(If bid is by a Corporation)

By: _____

Contractor's Signature

Business Name

Name: _____ Date: _____

Typed or Printed Name

Title: _____

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EXHIBIT BF-3 – CONFINED SPACE AND OSHA 10 COMPLIANCE CERTIFICATIONS

CONFINED SPACE PROGRAM CERTIFICATION

This is to certify that _____ has established a

(Company Name)

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

OSHA 10 COMPLIANCE CERTIFICATION

(Chapter 282 of Law of 2007, codified as Labor Law 220-h)

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

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

By: _____

Contractor's Signature

Business Name

Name: _____

Typed or Printed Name

Date: _____

Title: _____

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EXHIBIT BF-4 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

40 CFR 34

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

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

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

By: _____

Contractor's Signature

Business Name

Name: _____

Date: _____

Typed or Printed Name

Title: _____

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AGREEMENT

This Agreement is by and between County of Erie on behalf of **Erie County Sewer District No. 2 (“Owner”)**, acting herein through its County Executive, and **[name, County, and State of contracting entity] (“Contractor”)**.

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: repairs, prepping, and coatings to large steel and fiberglass tanks and that are used in the process of wastewater treatment and concrete that is exposed to the elements of wastewater treatment.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: injection stabilization under and coating the inside of the Dissolved Air Floatation (DAF) tank 1 in the Solids Handling building; exterior painting of the Ferric Chloride tank and coating the inside of the containment area diking on the north side of the solids handling building; and various ceiling cracks and spallings in the basement of the Solids Handling building and the Lab building to be repaired and painted.

ARTICLE 3—ENGINEER

- 3.01 Erie County Division of Sewerage Management (DSM) will act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

ARTICLE 4—CONTRACT TIMES

- 4.01 Time is of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times: Dates
- A. The Work will be substantially complete on or before **July 30, 2027**, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before **August 31, 2027**.

00 52 13, Agreement

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4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
 - 1. *Substantial Completion*: Contractor shall pay Owner **\$250** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 - 2. Liquidated damages for failing to timely attain Milestones and Substantial Completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.04 Special Damages

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
 - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - B. It is understood by Parties that this agreement shall be executory only to the extent of the monies available to the County of Erie and appropriated therefore, a no liability on account thereof shall be incurred by the County beyond monies available and appropriated for the purposes thereof.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment within 45 days of receipt as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed).
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
 - a. 95 percent of the value of the Work completed (with the balance being retainage); and
 - b. for materials and equipment not incorporated in the Work, 90 percent of the amount of the supplier's invoice (with the balance being retainage).
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:

00 52 13, Agreement

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- a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
3. General Conditions.
4. Supplementary Conditions.
5. Equal Employment Opportunity Requirements (Section 00 73 36 comprised of 8 pages)
6. Apprenticeship Requirements (Section 00 73 38 comprised of 10 pages)
7. **Minority and Business Enterprise Waiver (Section 00 73 39.1 comprised of 2 pages)**
8. Disadvantaged Worker Requirements (Section 00 73 40 comprised of 11 pages)
9. Wage Rate Requirements (Section 00 73 43 comprised of 7 pages)
10. Local Agency Requirements (Section 00 73 75 comprised of 25 pages)
11. Specifications as listed in the table of contents of the project manual (copy of list attached).
12. Appendices A, B, C – Plans and Visuals (not attached but incorporated by referenced) consisting of 5 pages, 7 pages, and 1 page, respectively.
13. Addenda (numbers)
14. Exhibits to this Agreement (enumerated as follows):
 - a. Bid and Bid Form Exhibits
15. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 1. Contractor has examined and carefully studied the Contract Documents, including Addenda.

00 52 13, Agreement

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2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor will comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto and made a part hereof. Contractor shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon

00 52 13, Agreement

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reasonable notice and at reasonable times, to inspect the books and records of the Contractor, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Contractor's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Contract and may constitute grounds for determining that the Contractor is not qualified to participate in future County contracts.

13. Contractor shall comply with the requirements of Erie County Executive Order No. 18 if total bid is equal to or greater than \$250,000 as described in this Paragraph 8.01.A.13.

- a. **ERIE COUNTY EXECUTIVE ORDER #18:** The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the Project contemplated herein is subject to the provisions of Erie County Executive Order #18 which is attached hereto for reference as Exhibit Section 00 73 40 Articles 1 and 2. Prior to the final execution of this Agreement, Contractor shall furnish to the County a fully executed and verified Local and Disadvantaged Worker Compliance Certification. A fillable Certification is attached hereto as Exhibit Section 00 73 40 Article 3. Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force goals using LCPTTracker software. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

LEGISLATURE MINUTES

<u>DATE</u>	<u>PAGE</u>	<u>ITEM</u>
_____ 20 _____	_____	_____
Owner: _____	Contractor: _____	
_____	_____	
(typed or printed name of organization)	(typed or printed name of organization)	
By: _____	By: _____	
_____	_____	
(individual's signature)	(individual's signature)	
Date: _____	Date: _____	
_____	_____	
(date signed)	(date signed)	
Name: Lisa Chimera	Name: _____	
_____	_____	
(typed or printed)	(typed or printed)	
Title: County Executive/Deputy County Executive	Title: _____	
_____	_____	
(typed or printed)	(typed or printed)	
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)	
Attest: _____	Attest: _____	
_____	_____	
(individual's signature)	(individual's signature)	
Title: _____	Title: _____	
_____	_____	
(typed or printed)	(typed or printed)	
Address for giving notices:	Address for giving notices:	
95 Franklin Street	_____	
_____	_____	
Buffalo, NY 14202	_____	
_____	_____	
Designated Representative:	Designated Representative:	
Name: _____	Name: _____	
_____	_____	
(typed or printed)	(typed or printed)	
Title: _____	Title: _____	
_____	_____	
(typed or printed)	(typed or printed)	
Address: _____	Address: _____	
_____	_____	
_____	_____	
_____	_____	
Phone: _____	Phone: _____	
_____	_____	
Email: _____	Email: _____	
_____	_____	
	License No.: _____	
_____	_____	

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(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this

(where applicable)

State: _____

RECOMMENDED BY:

APPROVED AS TO CONTENT:

JOSEPH L. FIEGL, P.E., BCEE
Deputy Commissioner
Division of Sewerage Management
Erie County, New York
DATE: _____

(Electronically Signed)
DANIEL CASTLE, AICP
Commissioner, Department of
Environment & Planning
Erie County, New York
DATE: _____

APPROVED AS TO FORM

(Electronically Signed)
RICHARD STANTON
Assistant County Attorney
Erie County, New York
DOCUMENT NO.: _____
DATE: _____

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SECTION 00 73 39.1

MINORITY BUSINESS ENTERPRISE REQUIREMENTS WAIVER

Attached is a copy of the full waiver for M/WBE and SDVOB requirements that was granted on September 2, 2026, and signed on September 9, 2026, for Contract 111.

COUNTY OF ERIE
DEPARTMENT OF EQUAL EMPLOYMENT OPPORTUNITY
*** * MEMORANDUM * ***

FROM: Kayla Witherspoon, Minority and Women-Owned Business Enterprise Specialist
TO: Andrew McLaren, Director
DATE: September 1, 2026
RE: Specialty Exemption Waiver Request including M/WBE & SDVOB Utilization and Executive Order No. 18 Requirements
Erie County Division of Sewer Management: Contract 111

On September 1, 2026, the Executive Order No. 18 Specialized Work Exemption Committee convened to review a specialized work exemption request for Contract No. 111, pertaining to the rehabilitation and/or repair of various tanks, ceilings, and wastewater process interiors with specific coatings services in Erie County Sewer District No. 2 Big Sister Creek WRRF.

The committee was composed of the following members:

- Richard Stanton, County Attorney's Office
- Garry Pecak, Division of Sewerage Management
- Angela Horton, Division of Sewerage Management
- Andrew McLaren, Division of Equal Employment and Opportunity
- Kayla Witherspoon, Division of Equal Employment and Opportunity
- Dr. Cynetra Ferguson, Division of Equal Employment and Opportunity

Following a thorough review, the committee unanimously approved a waiver of MWBE/SDVOB utilization requirements for Contract No. 111. In addition, the committee discussed and supported the waiver of Local Laws No. 1 (2022) and No. 3 (2023) regarding Executive Order No. 18 requirements, due to the specialized nature of the contract.

Contract No. 111 includes injecting stabilization under a sinking concrete pad, coating the inside of a dissolved air floatation tank, exterior painting of the Ferric Chloride tank and chemical resistant coating of the containment area diking, and coating the interior exposed to the process in the sand filter building that includes steel framing and trusses. The remainder of the project includes various ceiling concrete crack and spalling repairs, which make up less than 20% of the total project.

The required concrete pad stabilization is considered to be specialty work as it requires targeted subsurface injections to prevent further movement and restore structural strength. The injection process involves placing material beneath the slab and must be performed by a contractor with specific training, equipment, and experience. DSM reached out to M/WBE and SDVOB contractors as potential bidders. Due to the specialized nature of sandblasting fiberglass for repairs, no contractors were available as potential bidders. Due to the technical nature of the process and the precision required to ensure long-term performance, the work does not fall under standard concrete repair or general construction classifications.

The committee's decisions reflect the specific training and experience needed for the concrete stabilization and chemical resistant coating applications.

Enclosures (Letter from ECDSM Waiver)

For Official Use Only:

Granted 

Comments:  9-9-2026

Director of E.E.O.

Date

AD1