



COUNTY OF ERIE

DIVISION OF PURCHASE INVITATION TO BID

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie
Division of Purchase
Attention: JAMES D. KUCEWICZ, BUYER (716) 858-6336
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

NOTE: Lower left-hand corner of envelope **MUST** indicate the following:

BID NUMBER: 240292-002

OPENING DATE: November 6, 2024 TIME: 11:00 am

FOR : ECSD Nos. 1,4, & 5, Contract No. 97 – Replace Fuel Storage Tanks and Fuel Dispensers
at Northern Region Office

NAME OF BIDDER:

If you are submitting other Invitations to Bid, each bid must be enclosed in a separate envelope.

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- X EXHIBIT "A" - Assignment of Public Contracts
- X EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- X EXHIBIT "C" - Construction/Reconstruction Contracts
- X EXHIBIT "D" - 5% Bid Bond (Formal Bid)
- N/A EXHIBIT "E" - Bid Bond (Informal Bid)
- X EXHIBIT "F" - Standard Agreement
- X EXHIBIT "G" - Non-Collusive Bidding Certification
- X EXHIBIT "H" - MBE/ WBE Commitment
- X EXHIBIT "IC" - Insurance Classification "A"
- X EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond 100%
- X EXHIBIT "J" - New York State Certified Worker Training Program Certification
- X EXHIBIT "K" - Equal Pay Certification
- X EXHIBIT "L" - Confined Space Certification & OSHA 10 Compliance Certification
- X EXHIBIT "M" - General Contract Conditions
- X EXHIBIT "N" - Specific Contract Conditions
- X EXHIBIT "O" - Technical Specifications
- X EXHIBIT "V" - Vendor Federal Compliance Certification

County of Erie
DIVISION OF PURCHASE
BID SPECIFICATIONS

BID NO 240292-002

Ship to: County of Erie
 Attention:
 Address:

Ship Via:

Date Required at Destination: ?

ITEM NO.	QUAN-TITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
--	--	--	In accordance with the Contract Drawings and Specifications:		
1	1	Each	Furnish and install one new 2,000-gallon and one new 1000-gallon ConVault aboveground unleaded fuel and diesel fuel tanks, respectively. Also, furnish and install concrete pad, a dual dispenser pump, submersible pumps, new probes, Power (electrical source) and relocate the existing Gasboy card reader. Perform permanent closure on the existing 1,000-gal and 2,000-gal underground fuel tanks.		
2	1	LS	Furnish and install conduit, wire, light, and all the appurtenances to provide exterior lighting sufficient for nighttime fueling at the new fuel pumps' location. Also, furnish and install		
3	1	LS	Contingency	\$7,500	\$7,500

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

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

TOTAL NET BID DELIVERED INSIDE _____

NAME OF BIDDER _____

ADDITIONAL SPECIFICATIONS FOR THIS PROJECT

THIS IS A NEW YORK STATE PREVAILING WAGE JOB. REFER TO PRC# 2024012242

THE SCOPE OF WORK, WORK LOCATIONS, GENERAL REQUIREMENTS, SUBMITTALS, QUALIFICATIONS, WARRANTY, EQUIPMENT AND INSTALLATIONS, SUBSTITUTIONS, SYSTEM STARTUP AND TANK CLOSURE, INFORMATION CAN BE FOUND ON EXHIBITS M AND N.

PLEASE REFER TO THE ENCLOSED DRAWINGS THAT HAVE BEEN PROVIDED WITH THE BID ALONG WITH THE SPECIFICATIONS.

THIS PROJECT WILL BE SUBJECT TO FUNDING AVAILABILITY AND THE COUNTY RESERVES THE RIGHT TO DELETE WORK FROM THE CONTRACT.

ALL CONTINGENCY FUNDS MUST BE APPROVED IN ADVANCE IN WRITING BY THE COUNTY ENGINEER.

A **PRE-BID MEETING** WILL BE HELD ON October 23, 9:30 A.M. AT THE NORTHERN REGION OFFICE LOCATED AT 3789 WALDEN AVE., LANCASTER 14086.

FOR QUESTIONS CONTACT:
MATT A, SALAH, P.E., SENIOR COORDINATOR SANITARY SEWER CONSTRUCTION PROJECTS, (716) 858-6990
OR EMAIL (MUTASEM.SALAH@ERIE.GOV).

County of Erie
DIVISION OF PURCHASE
INSTRUCTIONS TO BIDDERS (FORMAL)

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

County of Erie

DIVISION OF PURCHASE

14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

County of Erie

DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.
24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.
27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.
29. TERMINATION OF CONTRACT:
- This agreement may be terminated by either party upon seven (7) days written notice, should the party fail substantially to perform in accordance with its terms, through no fault of the party initiating the termination.
 - At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.
 - In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.
30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.
31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.
32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 1/09)

County of Erie

DIVISION OF PURCHASE

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

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

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 _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____



County of Erie

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.

2. If any contractor, to whom any contract is let, granted, or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, without the previous written consent specified in subdivision one (1) of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case may be, and such officer, board or agency shall be relieved and discharged from all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignee, transferee or sublessee shall forfeit and lose all monies, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)



COUNTY OF ERIE

DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004
 ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004
 AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226
 AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221
 AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221
 ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006
 AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052
 BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219
 BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892
 BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127
 BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025
 BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027
 BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202
 BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202
 BUFFALO MUNICIPAL HOUSING AUTHORITY, 300 Perry St., Buffalo, NY 14204-2299
 BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378
 CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225
 CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386
 CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295
 CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227
 CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083
 CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031
 CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
 ERIE COUNTY MEDICAL CENTER, 462 GRIDER STREET, BUFFALO, NY 14215
 ERIE COMMUNITY COLLEGE, South Campus Business Office, 4041 Southwestern Blvd., Orchard Park, NY 14127-2199
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
 IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
 MONROE ONE BOCES, Educational Services, 41 O'Connor Rd., Fairport, NY 14450
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
 ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Supp. Svcs. 3330 Baker Rd., Orchard Park, NY 14127
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
 SUNY ERIE COMMUNITY COLLEGE, 6205 Main St., Williamsville, NY 14221
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569



County of Erie
MARK POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE
CONSTRUCTION/RECONSTRUCTION CONTRACTS

1. DISCRIMINATION. The successful bidder agrees:

(a) that in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

(b) that no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, sex or national origin;

(c) that there may be deducted from the amount payable to the contractor by the County of Erie under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

(d) that this contract may be cancelled or terminated by the County of Erie and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

(e) the aforesaid provisions of this section covering every contract for or on behalf of the County of Erie for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

(N.Y. State Labor Law Article 8 Section 220-e)

(f) Provisions of the State Law Against Discrimination also prohibit discrimination in employment because of age.

2. CONSTRUCTION, RECONSTRUCTION, OR REPAIR CONTRACTS FOR PUBLIC WORKS FACILITIES are subject to minimum wage rates, as established by the State of New York Department of Labor. The successful bidder on any contract for public works to which the provisions of the New York State Labor Law Article 8 apply agrees that:

(a) No laborer, workman or mechanic in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. (Section 220, subd. 2, N.Y. State Labor Law)

(b) Each laborer, workman or mechanic employed by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be paid not less than the hourly minimum rate of wage and provided supplements not less than the prevailing supplements as designated by the New York State Industrial Commission. (Section 220, subd. 3, N.Y. State Labor Law)

Wage and supplement rates are on file in the Division of Purchase.

3. AFFIRMATIVE ACTION PROGRAM AFFECTING CONSTRUCTION CONTRACTS. The Erie County Legislature has adopted a resolution directing that County Construction Contracts require the contractor to take affirmative action to secure equal opportunity for minority group workers and to comply with the Affirmative Action Program of the County of Erie. The Legislative resolution provides that a contract for the purchase of equipment involving installation work by building trade employees shall be considered a construction contract if the number of such employees on the job site shall at any time exceed ten (10). If the contractor intends to have more than ten (10) such employees on the job site at any one time, it shall be the contractor's obligation to make a written request to the Director of the Division of Purchase

for a copy of the special conditions pertaining to affirmative action. The contractor shall not, at any time, place more than ten (10) such employees on the job site except in compliance with the said resolution and the said special conditions.



County of Erie

MARK POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

EXHIBIT "D" (FORMAL BID)

BID BOND OR CERTIFIED CHECK FOR 5% (FIVE PERCENT) OF THE TOTAL BID MUST BE SUBMITTED WITH THE BID. The undersigned agrees that the bid security may be retained by the County until contracts have been signed and Performance Bonds have been delivered to the County, except as provided in Paragraph 22, in the Invitation to Bid. SHOULD THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED FAIL TO EXECUTE THE AGREEMENT SUBMITTED BY THE COUNTY IN ACCORDANCE WITH THE FORMAL BID AND OTHER CONTRACT DOCUMENTS AND TO FURNISH THE REQUIRED PERFORMANCE BOND WITHIN FOURTEEN (14) CALENDAR DAYS AFTER THE NOTICE OF AWARD, THE CERTIFIED CHECK OR THE BID BOND AMOUNT SHALL BE FORFEITED TO THE COUNTY AS LIQUIDATED DAMAGES CAUSED BY SUCH FAILURE.

(Rev. 4/1/93)

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



County of Erie

MARK POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the _____ day of _____, _____

by and between _____

of _____

hereinafter referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on _____ at _____

for: _____

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum

of \$ _____ Dollars,

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. _____, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

_____ Paid monthly upon presentation of invoices.

_____ Upon delivery, completion and approval of the work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

Contractor _____

by _____
Director of Purchase

by _____
Title _____

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

_____(date)

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

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

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

(2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this _____ day of _____, 20 _____

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE NO. _____

(Rev. 1/2000)

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



County of Erie
 MARK POLONCARZ
 COUNTY EXECUTIVE

DIVISION OF PURCHASE

MBE/WBE COMMITMENT

The Erie County Legislature enacted Local Law No. 5 requiring a minority and women-owned business utilization commitment by persons or firms contracting with the County of Erie for supplies, materials, equipment, and insurance.

SECTION 1.

A. The supplier of all purchase contracts involving an expenditure of more than \$15,000.00 shall take affirmative action to utilize bona fide minority business enterprises (MBE) and women business enterprises (WBE) on all contracts with the County. Affirmative action shall include, but not limited to:

1. Utilizing a source list of MBEs and WBEs; and
2. Solicitation of bids from MBEs and WBEs; and
3. Providing MBEs and WBEs sufficient time to submit proposals in response to solicitations; and
4. Maintaining records showing utilization of MBEs and/or WBEs specific efforts to identify and utilize these companies; and
5. A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBEs and at least two percent (2%) of the total dollar value of the contract to WBEs or, for those contracts governed by federal or state regulations with respect to MBE and/or WBE hiring the prevailing percentage set forth therein, whichever is higher, subject to waiver as provided below.

B. All bidders must submit, with a bid, a list of all MBEs and WBEs from whom the supplier has solicited bids, or with whom the supplier has signed a binding contractual agreement, or with whom the contractor is presently negotiating an agreement, for the purpose of meeting the MBE and WBE utilization goals provided in subdivision (A) (5) above. A supplier's bid shall not be considered where the supplier fails to submit a list as provided for herein. A supplier's bid shall not be considered where examination of said list of MBEs and WBEs evidences failure by the supplier to comply with the affirmative action requirements provided herein, except that the County may, upon written request by the supplier, grant a complete or partial waiver of the provisions of subdivision (A) (5) where the availability of MBEs and/or WBEs in the market area of the contract is less than the ten percent (10%) MBE goal and two percent (2%) WBE goal.

C. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall submit to the Director or Purchasing, at the bid opening, a schedule for MBE and WBE participation listing the MBEs and WBEs with whom the supplier intends to utilize; specifying the agreed upon price to be paid for such goods and identifying in detail the contract item or items to be supplied by each MBE and WBE. A copy of the participating schedule will be forwarded to the Division of E.E.O. from the Division of Purchasing. Contingent upon a contract award, a letter of intent to enter into a purchase agreement, signed by both the supplier and the MBE and WBE (unless a waiver is requested in one of those categories), indicating the agreed upon price and scope of work, shall be provided.

D. As evidence of compliance with the goals set forth in subdivision (A) (5) above, the supplier shall provide to the County Division of E.E.O., copies of all the subcontracts and/or purchase agreements with the MBEs and WBEs within fifteen (15) days of contract award.

E. For the purpose of this section, the term "minority business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by minority group members or, in the case of a publicly-owned business, at least fifty-one percent (51%) of all stock is owned by minority group members. Such ownership shall be certified by the County Division of E.E.O.

For the purposes of this paragraph, "minority group members" are citizens of the United States who are African-American, Hispanic, Asian-American and American-Indian.

F. For the purposes of this section, the term "women-owned business enterprise" shall mean a business which performs a commercially useful function, at least fifty-one percent (51%) of which is owned by a woman or women or, in the case of publicly-owned business, at least fifty-one percent (51%) of all stock is owned by a woman or women. Such ownership shall be certified by the County Division of E.E.O.

NOTE:

It is the prime vendor's responsibility to obtain MBE/WBE vendors and NOT the County of Erie. However, some vendors may be obtained from:

Director
Erie County Division of E.E.O.
95 Franklin Street
6TH Floor
Buffalo, NY 14202
(716) 858-7542

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

BID NO.: 240292-002
BID DATE: 11/6/2024

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

COMPANY:

AUTHORIZED REPRESENTATIVE:

ADDRESS: _____

TELEPHONE NUMBER: ()

BID NAME: Erie County Sewer District Nos. 1,4, & 5, Contract No. 97 – Replace Fuel Storage Tanks and Fuel Dispensers at Northern Region Office – 3789 Walden Ave, Lancaster, NY

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------	----------------	--------------------	---------------------	-------------------	--------------------------------

Name: _____ YES _____

Address: _____ NO _____

Telephone No. _____

IRS # _____

Name: _____ YES _____

Address: _____ NO _____

Telephone No. _____

IRS # _____

MBE/WBE OWNED FIRMS

SUPPLY/SERVICE

AMOUNT OF
PROPOSAL

PRIOR
CERTIFICATION

CONTRACT
EXECUTED

REASON IF
CONTRACT
NOT
AWARDED

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

Name: _____

YES _____

Address: _____

NO _____

Telephone No. _____

IRS # _____

III. Total Dollar Amount to be subcontracted to
Minority Business Enterprise(s).
Women Business Enterprise(s).

\$
\$

IV. Total Amount of Bid

\$

V. MBE Percent (%) of project bid
WBE Percent (%) of project bid

%
%

VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE
AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

WAIVER RECOMMENDATION

COMPANY: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____) _____ BID NO: _____

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

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

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

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

(Use additional sheets if necessary.)

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

_____	_____
DATE	SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE

Granted in Whole: _____

Granted in Part: _____

Comments:

DIRECTOR OF E.E.O.

DATE

COUNTY OF ERIE
STANDARD INSURANCE REQUIREMENTS
Vendor Insurance Classification A: Contracts Involving Construction or Maintenance

1. The contractor shall obtain, at his own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.
 - A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
 - Premises and Operations
 - Products and Completed Operations
 - Independent Contractors
 - Blanket Broad Form Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
 - Broad Form Property Damage
 - Explosion, Collapse and Underground Hazards (x, c, u) must NOT be excluded.
 - B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
 - C. Excess "Umbrella" Liability - with a minimum limit of \$5,000,000 each occurrence / \$5,000,000 aggregate.
 - D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Form C-105.2).
 - E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on a primary and non-contributory bases. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 2503 is required. Waiver of Subrogation is required on all lines in favor of Erie County.
3. All policies in which the County of Erie is named as an additional insured shall provide that:
 - A. The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy.
 - B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).
4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.
5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.
6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

- I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.
- II. CERTIFICATES OF INSURANCE
 - A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"
 - B. Coverage must comply with all specifications of the contract.
 - C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.
- IV. Minimum coverage with limits are as follows:

Vendor Classification	A Construction and Maintenance	B Purchase or Lease of Merchandise or Equipment	C Professional Services	D Property Leased To Others Or Use Of Facilities Or Grounds	E Concessionaires Services	F Livery Services	G All Purposes Public Entity Contracts
Commercial Gen. Liab.	\$1,000,000 per occ.	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL	\$1,000,000	\$1,000,000 CSL
General Aggregate	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Products Completed Operations Liability	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000
Blanket Broad Form Contractual Liability	INCLUDE						
Contractual Liability		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Broad Form P.D.	INCLUDE						
X.C.U. (explosion, collapse, Underground)	INCLUDE						
Liquor Law				INCLUDE	INCLUDE		
Auto Liab.	\$1,000,000 CSL		\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Hired	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Non-Owned	INCLUDE		INCLUDE	INCLUDE	INCLUDE	INCLUDE	INCLUDE
Excess/Umbrella Liab.	\$5,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$5,000,000	\$1,000,000
Worker's Compensation & Employer's Liability	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Disability Benefits	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY	STATUTORY
Professional Liability			\$5,000,000				
Erie County, To Be Named Add'l Insd.	Gen. Liab., Auto Liab., & Excess	Broad Form Vendors May Be Required	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess	Gen. Liab., Auto Liab., & Excess

- V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.
- VI Coverage must be provided on a primary-non contributory bases.
- VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.
- In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is VIII. required.
- IX. Waiver of Subrogation: Required on all lines unless noted
- X Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.
- XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law
Use Applicable Certificates Below:

CE-200	Exemption
C105.2	Commercial Insurer
SI-12	Self Insurer
GSI-105.2	Group Self Insured
U-26.3	New York State Insurance Fund

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

- XII. The "ACORD" form certificate may be used in place of the County of Erie Standard Insurance Certificate, provided that all of the above referenced requirements are incorporated into the "ACORD" form certificate.



County of Erie

DIVISION OF PURCHASE

PERFORMANCE BOND

The successful bidder or bidders whose proposal is accepted shall, within two weeks after notice of the award, enter into a contract with the County of Erie and furnish a performance bond running to the County of Erie in the Penal amount of \$ or for 100% of the contract price, if the contract is based on a lump sum price, or 100% of the estimated cost if the contract is based on a unit price. Such bond to be approved by the County of Erie Department of Law and to be executed by the bidder as PRINCIPAL and by a duly incorporated company authorized to guarantee the performance of contracts and to do business in the State of New York as SURETY. The condition of said bond shall read to conform with the County of Erie Performance Bond format without exception, as per County of Erie Form Exhibit "PBI".

(Rev. 4/1/93)



COUNTY OF ERIE

MARK POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

PERFORMANCE BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS, that we, _____
of _____ (hereinafter called PRINCIPAL) and the _____
_____ a corporation of the State of _____ having its
principal office in the City of _____ and authorized to do business in the
State of New York (hereinafter called SURETY) and held and firmly bound into the _____
_____ New York (hereinafter called OBLIGEE), in the amount of _____
_____ \$ _____
_____ Dollars, lawful money of the United States of America, for the payment of which the
PRINCIPAL and the SURETY hereby bind themselves, their heirs, executors, administrators, successors and
assigns jointly and severally, firmly by these presents.

WHEREAS the above bounden PRINCIPAL has by written agreement dated _____, 19
_____ entered into a contract with the OBLIGEE for \$ _____
_____ which contract and documents included therein by reference is by reference
made a part hereof (hereinafter called CONTRACT), covering the following project.

(Describe Project)

NOW, THEREFORE, the condition of this obligation is such that if the PRINCIPAL shall:

1. well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OBLIGEE, with or without notice to the SURETY, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, with or without notice to the SURETY.
2. promptly make payment to all persons having a direct Contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL supplying labor and material in the prosecution of the work provided for in said Contract and any and all modifications of said Contract that may hereafter be made, notice of which modifications to the SURETY being hereby waived:

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

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

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

Signed, sealed and dated this _____ day of _____ 19 _____

(PRINCIPAL)

By: _____
President, Vice President, Secretary-Treasurer.,

(SURETY) (SEAL)

By: _____

EXECUTED POWERS OF ATTORNEY TO BE SUBMITTED WITH PERFORMANCE BOND.

NEW YORK STATE CERTIFIED WORKER
TRAINING PROGRAM CERTIFICATION

The following must be completed unless the Contracting Agency has otherwise determined under Section 2f of these rules and regulations that the New York State Certified Apprenticeship Training Program (NYSCATP) does not apply.

TO BE FILLED OUT BY BIDDER: please check that which applies and 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.
- [] Apprenticeship participation is inapplicable on this project due to:
 - the lack of career opportunities in NYSCATP approved by New York State Department of Labor Commissioner;
 - the magnitude of the construction contract would make use of apprentices impracticable.

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"). The average compensation for female employees is not consistently below the average compensation for male employees, taking into account mitigating factors. We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

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

B)
_____, 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__



CONFINED SPACE PROGRAM CERTIFICATION

This is to certify that _____ has
(Company Name)

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

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

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

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

By: _____
Contractor's Signature Business Name

Name: _____ Date: _____
Typed or Printed Name

Title: _____

Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h will take effect on July 18, 2008. The Statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more must contain a provision requiring that every worker employed in the performance of a public work contract shall be certified as having completed an OSHA 10 safety training course. The clear intent of this provision is to require that all employees of public work contractors receive such training “prior to the performing any work on the project.”

The Bureau will enforce the statute as follows:

All contractors and sub contractors must attach a copy of proof of completions of the OSHA 10 course to the first certified payroll submitted to the contracting agency and on each succeeding payroll where any new or additional employee is first listed.

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card;
- Training roster, attendance record of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

** A certification by the employer attesting that all employees have completed such course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-485-5696.

Certification Regarding Debarment And Suspension

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

Date: _____

Signature

Title

Business Name

Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals

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

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

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing a drug-free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:

- (1) Abide by the terms of the statement; and,
- (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

(e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

(f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Date: _____

Signature

Title

Business Name

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member or Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

Date: _____

Signature

Title

Business Name

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

1.03 GENERAL REQUIREMENTS

- A. MBE/WBE utilization requirements shall apply to this project.
 - 1. The low bidder must complete and submit part A of the attached MBE/WBE utilization report form within (3) business days of bid opening.
 - 2. The low bidder shall only utilize MBE & WBE subcontractors and/or suppliers who are certified by Erie County.
 - 3. The low bidder is responsible for ensuring the MBE & WBE goals set forth are met.
 - 4. The percentage of MBE utilization goal for this contract is 10 %.
 - 5. The percentage of WBE utilization goal for this contract is 2 %.
- B. The contractor must comply with all laws and regulations pertaining to the proposed work.
- C. The contractor shall be responsible for examining the premises and site, and to have satisfied him/herself as to all visible existing conditions. The contractor shall verify all dimensions in the field, shall check location of and connection to existing utilities, and shall assume all responsibilities for same.
- D. The contractor shall be responsible to assure that all installed equipment associated with the tanks' replacement project operates properly.
- E. It should be noted that these are existing operating facilities. At no time shall any construction activity or movement interfere or obstruct in any way the flow and function of the normal operation unless specific authorization is secured from the Owner. Contractor shall inform all construction personnel of this directive and shall be charged with enforcing same.
- F. All work shall be scheduled in advance and shall be completed during normal business hours at the convenience of the Owner; any work to be done at premium time shall be done at no additional cost to owner. Normal business hours are between 8am and 4pm Monday thru Friday. All work at times other than normal business hours must be approved in advance by the Owner.
- G. The contractor shall complete work at each fuel station in a timely manner but not to exceed 90 days at each location.
- H. The Contractor shall be responsible for transferring fuel from the existing underground fuel storage tanks to the new Convault tanks using suitable pumps. Pumps shall include inline filters to prevent transfer of sediment. At all locations the new Convault tanks are of the same capacity of the existing underground tanks.
- I. The Contractor shall procure the services of an environmental services firm with at least ten years of experience performing permanent closure and removal of underground fuel storage tanks in New York State. The environmental services firm shall perform permanent closure of the existing underground fuel storage tanks in accordance with NYSDEC Environmental Law Par 613 – Handling and Storage of Petroleum; and subpart 613.9 – closure of permanently out of service tanks.
- J. All labor shall be thoroughly competent and skilled, and all work shall be performed in a first-class manner throughout. All materials, fixtures, appliances, and apparatus shall be new, of first grade and latest patterns, and acceptable to the Owner.

1.04 SUBMITTALS

- A. Submit with bid a 5% bid bond.
- B. Submit a Performance Bond for 100% of contract price within two weeks of notice of award.
- C. Submit a Certificate of Insurance within two weeks of notice of award.
- D. The low bidder must submit within three business days of bid opening the completed MBE/WBE form Part A.
- E. The contractor must submit within two weeks of notice of award shop drawings of all equipment and components to be furnished and installed, which shall include the following as a minimum:
 - 1. Descriptive literature, including manufacturer's name and specifications.
 - 2. Plan, elevation, side and front view arrangement drawings, including overall dimension, weights and clearances, as well as mounting or anchoring requirements and conduit entrance locations.

3. Schematic diagrams.
 4. Wiring diagrams.
 5. Accessory list.
- F. The contractor must submit within two weeks of notice of award the name and qualifications of the environmental services firm that is proposed to be used for the tank closures.
 - G. Submit equipment warranties prior to contract closeout and final payment.
 - H. Submit MBE/WBE form part D with copies of cancelled checks or invoices, prior to contract closeout and final payment.
 - I. The contractor must submit within two weeks of completion of work, five (5) full sets of complete, as-built operation and maintenance manuals for all equipment installed. In addition, supply one set of all manuals in electronic PDF format. The contractor shall include a recommended spare parts list with current pricing.
 - J. Submit four copies of each tank closure report within two weeks of tank closures.

1.05 QUALIFICATIONS

- A. All manufacturers of equipment installed under this specification shall be qualified manufacturers. A qualified manufacturer shall be one who has been regularly engaged in the production of such equipment for the past ten (10) years.
- B. The equipment installed under this specification shall be factory built, factory tested and shipped from the qualified manufacturer. Construction shall be such that the contractor needs to install only the power, fuel and control connections.
- C. The manufacturer shall provide support services to the Contractor during the equipment installation, testing, and acceptance of the equipment. A qualified representative of the manufacturer shall be present to train personnel designated by the Owner in the proper maintenance and operation of this equipment.
- D. The unit must be of such physical dimensions as to make a good installation in the opinion of the Owner, in the space available.

1.06 WARRANTY

- A. The Convault tanks shall be furnished with the standard twenty-year warranty. All other equipment and components shall be warranted for a period of one (1) year from the date of final acceptance of the unit by the Owner, after the unit has satisfactorily passed the on-site performance testing. The warranty shall be a written document certified by the manufacturer.

PART 2 – EQUIPMENT AND INSTALLATIONS

2.1. a Aboveground Concrete Vaulted Storage Tanks.

- B. The aboveground concrete vaulted diesel fuel storage tanks shall be Convault or approved equal, furnished and installed in accordance with the project drawings and these specifications.
- C. The new storage tanks shall meet or exceed the following requirements.
 1. The Insulated Secondary Containment Aboveground Storage Tank System for Flammable and Combustible Liquids Protected Type: Vehicle Impact Protected, and Projectile Resistant shall be tested to and listed for the following:
 - a. UL – 142, aboveground steel tanks for flammable and combustible liquids.
 - b. UL – 2085, two-hour furnace fire test and two hour simulated pool fire test for insulated and protected tanks.
 - c. UL – 2085 and UFC Test Standard (Article 79 or Appendix no. A-II-F-1), for both Vehicle Impact Protection and Projectile Resistance.
 - d. UL – 2085, Protected Aboveground tanks for flammable and combustible liquids.
 - e. UL – 2085, Non-Metallic Secondary Containment protected tanks for flammable and combustible liquids with secondary containment emergency venting by “Form of Construction”.
 - f. CAN/ULC – S601 (ORD – 142.18), Standard for shop fabricated steel aboveground horizontal tanks for flammable and combustible liquids.

- g. CAN/ULC – S655 (ORD – C.142.16), Standard for protected aboveground tank assemblies for flammable and combustible liquids.
 - h. CAN/ULC – (ORD – C. 142.5), Standard for concrete encased aboveground tank assemblies for flammable and combustible liquids.
 - i. CAN/ULC – (ORD – C. 142.16), the furnace-burn requirements for two-hour fire rating.
 - j. CAN/ULC – (ORD – C. 142.25), the open (pool) fire testing for two-hour flammable liquid fire test.
 - k. CAN/ULC – (ORD – 142.23), for aboveground tanks for used oil.
 - l. The requirement for Uniform Fire Code (UFC) for two-hour (firewall) test.
 - m. To be tested and certified by the California Air Resources Board (CARB) for Balanced Phase 1 and Phase 2 Vapor Recovery including methanol and ethanol.
 - n. High Explosive (HE) Blast Resistance: The tank system design shall be the subject of a Blast Effects Analysis (BEA) for resistance under the following blast threat load scenarios:
 - i. A 50 lb. HE man-portable improvised explosive device (MPIED) at the standoff distance of 5 feet;
 - ii. A 500 lb. HE vehicle-born improvised explosive device (VBIED) at the standoff distance of 20 feet; and
 - iii. A vapor cloud explosion (VCE) with a load of 10 psi.
 The BEA shall conclude that the tank system shall resist the explosion loads and remain intact, without failure of the primary tank. The engineering consultants performing the BEA shall be a nationally recognized firm with over 10 years of experience offering comprehensive services related to blast and impact effects analysis, explosive safety design, vulnerability assessments and threat mitigation.
2. The primary steel tank shall be rectangular in shape and have continuous welds on all exterior seams, manufactured in accordance with UL listing requirements and UL Standard 142.
 3. The primary steel tank shall be pressure tested at 5 psig for 24 to 48 hours.
 4. The primary steel tanks shall have “emergency vent” system as per NFPA 30 Code requirements.
 5. The protected and insulated AST systems shall have a thru-wall leak detector tube to allow for physical checkup and monitoring capability between the primary and the secondary containment.
 6. The primary steel tank shall be pressurized at 5 psig during concrete encasement.
 7. The outer surface of the primary steel tank shall be covered by a minimum of ¼” thick (6.4 mm) Styrofoam insulation panels.
 8. The secondary containment shall consist of a 30 Mil thick (0.76 mm) High Density Polyethylene membrane enclosing the steel tank and insulation material.
 9. The primary steel tank and the secondary containment shall be encased in six inches of monolithic reinforced concrete, with the minimum design strength of 4000 and 5000 psi at 28 days depending on the tank size. The concrete design shall include the following for long-term durability: air entrainment, water reducing admixture, and steel reinforcement. Concrete encasements with seams will not be approved.
 10. The protected and insulated AST systems shall be of concrete exterior and a continuous and visually verifiable monolithic (seamless) pour on top, bottom, ends, and sides and contain no cold joints or heat sinks (heat transfer points). The AST must be shop fabricated and tested in accordance with the UL listings. Designs that use two layers of steel with insulation material between them will not be approved.
 11. No steel or insulating material shall come in contact with the concrete or other corrosive material.
 12. All openings shall be from the top only.
 13. All exposed metal with the exception of stainless steel must be powder coated to inhibit corrosion.
 14. The protected and insulated AST systems shall include a 7 or 15-gallon powder coated or stainless steel, UL listed spill containment, and shall include normally closed valve to release spilled product into the primary steel tank. Spill containment which route the spilled product into the interstitial area will not be approved.
 15. The protected and insulated AST systems shall have a coated concrete exterior to resist weather and reflect sunlight. Models with steel exteriors will not be approved.
 16. The protected and insulated AST systems shall have a warranty of 20 years minimum.

17. The protected and insulated AST systems design shall have been in use for a minimum of twenty (20) years. The manufacturer must stipulate to no reportable AST containment system failure in 30,000 units produced.
18. The protected and insulated AST systems shall have two (2) bolts for connecting grounding conductors for lightning protection in accordance with NFPA 780.

D. Electrical Requirements

1. Electrical service and fuel piping shall be installed in accordance with the requirements of NEC and NFPA and local code requirements.
2. All outdoor conduits and accessories shall be PVC coated rigid steel. Aluminum wire is NOT acceptable.
3. All outdoor electrical devices used with or located within twenty (20) feet of the ConVault tank shall conform to NFPA 70 Hazardous Locations. All electrical conduits and wiring connected to the tank shall be explosion proof and in strict accordance with NEC Class 1 Division 1.
4. Electrical grounding is required. Convault tanks are provided with two grounding lugs welded to the nipples on the tank top. The Contractor shall install suitable grounding rods and connecting cabling.
5. All equipment used in the hazardous area should be rated by UL or Factory Mutual, FM.
6. At each location the contractor shall install new breakers to supply the circuits for the tanks heaters and tanks level gauging systems.

D. Fuel piping connections.

1. The tanks shall utilize separate ports for fuel supply.
2. The Convault tanks shall be piped directly to the fuel dispenser.

E. Each tank shall include the following options and features, furnished by Convault.

1. Twenty-year warranty.
2. Sticker for fill port – API color symbol.
3. CORE 30-gallon spill kit, to include UV cover.
4. 7-gallon overfill containment.
5. Basic vent package – 4” for 1000 gallon, 6” for 2000 gallon.
6. Upgrade to clock gauge mechanical level indicator.
7. 2” fill limiter/shutoff valve.
8. Tank Gauging System, to include interstitial leak monitoring, overfill alarm, continuous electronic tank level monitoring, with remote control/display panel.
9. Remote outdoor high-level audible alarm.
10. Omntec startup training for the Tank Gauging System.
11. ¾” double poppet foot valve.
12. Tank heater, self-regulating with NEMA 4 remote mounted panel.
13. Tank shall be supplied factory painted, white.

2.1.b. Gasboy Atlas Mechanical Fleet Products, Or Equal

1. Product
 - 1.1. Fleet non computing – Mechanical register
2. Type
 - 2.1. Pump – integrated suction pump and motor
 - 2.2. Dispenser (“X”) – for use with remote pumping unit
3. Flowrate – capable of delivery in typical installations
 - 3.1. Standard Flow (SF) = 15 gpm / 57 lpm
 - 3.2. High Flow (HF) = 22 gpm / 83 lpm
4. Models
 - 4.1. Single product single hose – one fuel product unit with a single hose
 - 4.2. Single product twin hose (TW1) – one fuel product unit with two hoses
 - 4.3. Two product twin hose (TW2) – two fuel product unit with one hose per product (two hoses total)

- 4.4. Single product twin hose High Flow suction pump (TW1M) – one fuel product with two hoses and dedicated pump/motor per hose.

5. Hardware Requirements

- 5.1. Display
 - 5.1.1. Mechanical Fleet: Veeder-Root® mechanical registers (VR10) with power reset interlock. Displays on both sides include gallons or liters to 999.9 units. Includes 8-digit non-resettable mechanical totalizer to 9,999,999.9.
- 5.2. Reset
 - 5.2.1. Power Reset (standard) – motor driven mechanical register reset
 - 5.2.2. Manual Reset (optional) – spring loaded mechanical register reset
- 5.3. Meter
 - 5.3.1. Four-piston, positive displacement flow-through CFT meter bolsters resistance to fuel contamination with self-cleaning central chamber
- 5.4. Pump with air separator (Pump models only)
 - 5.4.1. Standard and High Flow Pumps: Rotary 10 vane pump with an air eliminator and self-priming built into pump casting. Belt driven. Pumps include field replaceable shaft seal and optional inlet check valve. Ten (10) vanes provide quieter operation and better suction lift.
 - 5.4.2. TW1M: Two (2) rotary 10 vane pumps per hose position with an air eliminator and self-priming built into pump casting. Belt driven. Inlet check valve standard in each pump to prevent cross flow. Ten (10) vanes provide quieter operation and better suction lift.
- 5.5. Motor (Pump models only)
 - 5.5.1. 1 Hp continuous duty explosion proof enclosed motor on Standard and High Flow pump models (115V or 230V). Two (2) motors provided on TW1M.
- 5.6. Filter / Strainer
 - 5.6.1. Internal Filter: Spin on filter canister located before meter and valve to ensure product purity and protect critical components from contamination. Available in 10-micron or 30-micron particulate or water alert filtration with 1-1/2" opening. One filter provided per hose position on standard and high flow models.
 - 5.6.2. Internal Strainer: 80-mesh removable strainer included in filter adapter housing. One strainer per hose position for standard and high flow.
- 5.7. Valves
 - 5.7.1. Standard & High-Flow: 2-stage 1" solenoid valve for preset operation that can be cleaned or replaced without breaking down pipe work. Standard on dispensers and pumps.
- 5.8. Inlet connection:
 - 5.8.1. Standard and High: 1-1/2" (3.8 cm) NPT.
- 5.9. Piping
 - 5.9.1. Standard and High Flow: 1" steel tube feedline on single and TW2 dispensers, 1" brazed copper feedline on TW1 dispenser and all pumps. Discharge is 1" black iron threaded pipe.
- 5.10. Discharge:
 - 5.10.1. Standard & High flow: 1" NPT, convert to 3/4" with customer supplied NPT reducer.
- 5.11. Junction Box
 - 5.11.1. Explosion-proof field wiring junction box for AC wiring. Includes two 1" NPT field wiring openings and one 3/4" NPT opening for DC control interface wiring.
- 5.12. Totalizer
 - 5.12.1. Totalizer – (Mechanical Type). Mechanical non-resettable totalizer. Located on back panel. Reads up to 9,999,999.9. Required for resale applications.
- 5.13. Hose Retriever
 - 5.13.1. Hose hook standard
 - 5.13.2. Internal spring driven cable retriever (optional)

6. Frame and Panels

- 6.1. Frame
 - 6.1.1. Hot dip 13 gauge G90 galvanized steel (0.093") with welded corners for rigidity and added strength.
- 6.2. Cosmetic panels - Hot dip G60 painted galvanized steel or stainless steel
 - 6.2.1. Replaceable top and sides in black or stainless steel, with lower panels painted white or optional specified color or stainless steel.
 - 6.2.2. Lower panels locked to prevent tampering
 - 6.2.3. Finish – High quality polyester powder coat. Gas, oil, and UV resistant.
 - 6.2.4. Stainless Steel: Type 304 Kooline SS with embossed brush finish.
- 6.3. Nozzle Boot
 - 6.3.1. Side load - island orientation: Standard nozzle boot located on the side of the cabinet, meets W&M interlock requirements, die cast aluminum.
- 6.4. Bezel and Dialface Graphics
 - 6.4.1. Bezel: High strength structural foam for improved rigidity painted black with one-piece clear polycarbonate window. Gas, oil and UV resistant.

6.4.2. Dialface: Back screened one-piece polycarbonate overlay (black print on white background per customer spec) with cutouts as needed for displays. Gas, oil and UV resistant.

6.4.3. Brand: Replaceable polycarbonate back screened brand panel. Gas, oil and UV resistant. Backlighting by High Brightness LED strip (optional).

7. Unit of Measure

7.1. US Gallons

7.2. Liters ("R")

8. Performance / Ratings

8.1. Working pressure = 50 psi rated working pressure

8.2. Meter accuracy = +/- 0.25%

8.3. Flow Rating: Delivery rating is max test rates at the dispenser discharge. Actual rates will vary depending on installation conditions, product dispensed, and accessory items. Twin models are single hose flow.

8.3.1. Standard Flow (SF) = 15 gpm – uses ¾" bushing at dispenser discharge

8.3.2. High Flow (HF) = 22 gpm

8.4. Temperature Rating: Ambient -30°C (-22°F) to +55°C (+131°F)

8.5. Relative Humidity: 20% to 95% non-condensing

9. Fuel Compatibility

9.1. Suitable for use with conventional motor fuels, oxygenated fuel blends up to 15% ethanol, and bio-diesel blends up to 20% (B20)

9.2. Alternative fuels: E85, B21 to B100: Use 9872KX models.

10. Electrical Requirements

10.1. Reset:

10.1.1. 110V, 60Hz, 1-phase (standard)

10.1.2. 230V, 60Hz, 1-phase (optional)

10.1.3. 230V, 60Hz, 1-phase (optional)

10.2. Motors (SF, HF)

10.2.1. 115V/208-230V, 60Hz, 1-phase, 1-Hp (standard)

10.2.2. 115V/208-230V, 50Hz, 1-phase, 1-Hp (optional)

10.2.3. 220/380V, 50/60Hz, 3-phase, ¾ Hp (optional)

11. Above Ground Tank Applications

11.1. All dispenser models are approved for AST applications

11.2. Pump models approved with Model 52A Pressure Regulating (Anti-siphon) Valve; except TWIM pump models are not recommended due to excessive inlet restrictions.

12. Regulatory Approvals

12.1. Safety: UL or cUL approved (File# MH1941)

12.2. Weights & Measures: Meter accuracy meets requirements for retail custody transfer, sealable by local officials.

12.2.1. National Conference of Weights & Measures certified

12.2.2. Measurement Canada (MC) certified.

12.3. FCC Part 15 Compliant

12.4. NYCFD approved

13. Warranty

13.1. 12-month parts & labor standard

13.2. Optional 2-, 3-, 4-, and 5-year parts & labor warranty available

14. Standard Feature

14.1. INTERNAL FILTER ADAPTER ("F"): Provides adapter inside the cabinet for a filter element to help ensure product purity. Specify standard or high flow and element type.

15. Options

15.1. SATELLITE PIPING ("S"): Provides internal piping and union for connecting to a satellite dispenser for convenient fueling of saddle tanks. Available on remote dispensers.

15.2. SLOWDOWN VALVE ("PP"): Reduces delivery to a slow flow for accurate preset shut-off by fuel control systems. Standard on all models.

15.3. STAINLESS STEEL PANELS: Provide durable finish. Type 304 Kooline SSt with embossed brush finish. All stainless-steel panels ("SS"). Stainless steel front and back panels only ("SSA"). Stainless steel top and sides only ("SSTS").

15.4. LIGHT ("L"): Illuminates products panels and register areas. LED strip with 15 high brightness LEDs per side. Not available with EK option.

15.5. VAPOR RECOVERY READY ("Y"): Special vapor recovery nozzle boot, hanger and splitter cutout in frame and sheathing.

15.6. VAPOR RECOVERY KIT: Vapor recovery kits for Coax Balanced Vapor Recovery include special nozzle boot, hanger, splitter, and feeder hose. Pumping units include internal vapor piping. Does NOT include hanging hardware. Field installation required.

15.7. ELECTRICAL KEYTROL PULSER & MOUNTING KITS (Mechanical Only) - Include necessary pulsers, top cabinet panels, and wiring for factory-installed Gasboy Electrical Keytrol.

- 15.7.1. For gallons, specify 10:1 kits
- 15.7.2. For liters, specify 1:1 kits.
- 15.7.3. Single Dispensers: For 1 Master EK console (“EK+1:1” or “EK+10:1”). For 1 Master & 1 Auxiliary console (“EK+M/A, 1:1” or “EK+M/A, 10:1”)
- 15.7.4. Twin Dispensers: For 2 Master EK consoles (“EK+M/M, 1:1” or “EK+M/M, 10:1”). For 1 Split Master (“EK+SPL, 1:1” or “EK+SPL, 10:1”)
- 15.8. INTERNAL HOSE RETRACTOR (“I”) - Keeps hoses out of the fueling lane.
- 15.9. PULSERS - Convert register revolutions to electrical pulses for connection to fuel control systems.
 - 15.9.1. Volume 1:1 (“+1:1 PLSR”) for liter applications.
 - 15.9.2. Volume 10:1 (“CX”) ratios.
 - 15.9.3. Volume 100:1 (“CC”) ratios.
- 15.10. ACCUMULATIVE TOTALIZER REVERSED (“FT”): Field installed kit to move the cumulative totalizer from the back to front display panel.
- 15.11. HAND CRANK (“K”) Ideal for regions where power outages are likely. Allows dispensing by hand at a rate of 0.6 liters per stroke.
- 15.12. MANUAL RESET (“J”) – Manual mechanical register reset for use with hand crank.
- 15.13. FILTER KITS, EXTERNAL - Help ensure product purity. Single or Dual canister filter kits include adapter, element, and pipe fittings. Available in 10-micron or 30-micron particulate or water alert filtration with 1-1/2” opening, 5” diameter by 11” long canisters. Specify standard or hydrosorb element.
- 15.14. HIGH HOSE RETRACTOR (“H”) - Eases hose handling during fueling and keeps hose up and out of the way to reduce wear and run-over damage. High, post-mounted with enclosed spring return reel
- 15.15. FILTER CAP – Replaces internal spin-on filter for applications where a filter is not required.
- 15.16. PRESSURE REGULATOR VALVE (048577) – Gasboy Model 52A prevents product from leaking from the air elimination vent in aboveground tank suction pump installations (required accessory). TW2 models require two valves.
- 16. Accessories
 - 16.1. Hose
 - 16.2. Breakaway
 - 16.3. Swivel
 - 16.4. Nozzle

2.1.c Concrete Pad

The concrete pad shall be installed at the locations and per the specifications shown on the drawings for this contract. Rebars sizes and mix strength are shown on drawings.

2.1.d Lighting and Electrical

1. The exterior light shall be a 5000+ lumen LED with photocell.
2. The exterior light shall be a RAB Lighting RAB WP123 FA series or equivalent.
3. The lighting wiring shall be enclosed in like conduit to what is currently in use at the facility and shall include a switch.

2.2 Substitutions

All requests for substitute components must be approved by the Division of Sewerage Management Engineering Section. To enable substitutions the Contractor must submit a detailed written request documenting how each individual technical requirement, code requirement, and design feature of the specified component contained herein is met or exceeded by the required substitution. Submittal of manufacturer’s data alone will not be acceptable, unless accompanied by the Contractor’s technical and code requirements comparison. Note that the Contractor shall be responsible for any additional engineering costs that may arise from the Owner’s review of the proposed substitution.

Wherever in these Specifications any material or apparatus is designated by its trade name, brand or name of manufacturer, it shall be understood that such material or apparatus is specified as a standard of quality required.

Where such items are specified by dimensions, this shall not be interpreted to preclude the furnishing of such items other than the specified dimensions where the quality, use and serviceability of the material is adjudged the same or equal to that specified.

If two or more brands, makes of materials, devices, or equipment are shown or specified, each should be regarded as the equal of the other.

Substitutions may be made, but any substitution offer by the Contractor as equivalent shall be subject to the review of the Owner, before being ordered. The Contractor shall be responsible for any additional engineering costs that may arise from the

Owner's review of the substitution.

Proposed substitutions shall be subject to the provisions hereinafter specified.

1. The Contractor shall submit for each proposed substitution complete descriptive literature and performance data together with samples of the materials, where feasible. **Requests for substitutions shall include full information concerning differences in cost, and any savings in cost resulting from such substitutions shall be passed onto the Owner.**
2. In all cases the Owner shall be the sole judge as to whether a proposed product is acceptable and the Contractor shall have the burden of proving the same, at his own cost and expense, to the satisfaction of the Owner. The Contractor shall abide by the Owner's decision when proposed substitute items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. No substitute items shall be used in the work without written technical comparison prepared by the contractor. The Contractor shall have and make no claim for extension of the time or for any damages by reason of the time taken by the Owner in considering a substitution proposed by the Contractor or by reason of the failure of the Owner to review a substitution proposed by the Contractor.
3. Where the approval of a substitution requires revision or redesign of any part of the work covered by this Contract, all such revision and redesign, and all new drawings and details required therefore shall be subject to the review of the Owner and shall be provided by the Contractor at his own cost and expense. Any changes in construction work arising out of such revisions and redesign shall be performed and paid for by the Contractor.
4. The substitute equipment will be subjected to a 90-day performance test. The test will begin at the acceptance of the equipment and/or beneficial occupancy of the facility. If the equipment should fail or not perform up to the design standards, the Owner can order its replacement at no additional cost to the Owner. Upon receipt of such a request, the Contractor will immediately replace said equipment with the brand name manufacturer listed in the specifications. A guarantee attesting to this condition shall be attached to the shop drawing and signed by the Contractor.

PART 3 – SYSTEM STARTUP AND TANK CLOSURE

A. Fuel transfer.

1. Subcontractor shall transfer fuel from the existing underground tanks into the new Convault tank using appropriate pumps with inline filters. Spill containment materials must be provided by the contractor and be available at the job site at the time of fuel transfer.

B. Permanent In Place Closure of existing underground fuel storage tanks.

1. A subcontractor meeting the qualification requirements given in the General Requirements section of this specification shall perform in place permanent tank closure of the existing underground diesel fuel storage tanks. The tank closure shall be performed in accordance with NYS DEC Environmental Conservation Law Part 613 – Handling and Storage of Petroleum; and subpart 613.9 – closure of permanently out of service tanks.
2. Submit the tanks closure reports within two weeks of the tanks closure.

C. Restoration

1. Perform in-kind restoration of any areas, facilities, or equipment damaged or disturbed as a result of this project.
