



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: 250147-002

OPENING DATE: Friday, June 6, 2025 TIME: 11:00 AM

FOR: ECSD No.2 Contract No. 99 Big Sister Creek WRRF DAF Tank 2 Interior Coating

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" - Bid Bond (Formal Bid)
- N/A EXHIBIT "E" - Bid Bond (Informal Bid)
- X EXHIBIT "EP" - Equal Pay Certification
- X EXHIBIT "F" - Standard Agreement
- X EXHIBIT "G" - Non-Collusive Bidding Certification
- X EXHIBIT "H" - MBE/ WBE / SDVOB Commitment
- X EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- X EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- X EXHIBIT "PW" - NYS Prevailing Wage
- X EXHIBIT "Q" - Confined Space Program Certification
- X EXHIBIT "V" - Vendor Federal Compliance Certification

County of Erie

DIVISION OF PURCHASE BID SPECIFICATIONS

BID NO.

Ship to:
Attention:

Ship Via:
Date Required at Destination:

Item No.	Quantity	U/M	CATALOG NO./DESCRIPTION	Unit Price	Total Price
1	1	Each	Clean, prepare surface, and coat the interior of one dissolved air flotation (DAF) thickener tank with an epoxy-based coating to make it water tight. Tank dimensions are approximately 39 feet long, 7.5 feet wide, and 8.5 feet tall. More clearly defined in attached specifications Sections 01 11 13 and 09 10 00.	\$	
1	1	Each	Contingency	\$5,000	
			<u>Bidders shall print, complete & submit the following:</u> Division of Purchase Invitation to Bid (28 pages including Exhibits), Bid Form Exhibit BF-1 and BF-2 (2 pages), Wage Rate Requirements – Acknowledgements Section 00 73 43 (2 pages)		
			There will be a Pre-Bid meeting held at the project site – 8443 Lake Shore Rd, Angola, NY, scheduled for Monday 5/19/25 at 2pm. For questions contact Erie County Division of Sewerage Management; Angela M. Horton, P.E., angela.horton@erie.gov , 716-858-8437		

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

NAME OF BIDDER _____

(Rev. 9/95)

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.

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

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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:

a. 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.

b. 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. 04/09)

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

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

MARK C. POLONCARZ
COUNTY EXECUTIVE

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. & Support 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 C. 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.

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



County of Erie

DIVISION OF PURCHASE

BID BOND (FORMAL BID)

BID BOND OR CERTIFIED CHECK FOR \$ ----- OR FOR 5% 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 23, 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

Erie County Equal Pay Certification

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

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

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

Signature

Verification

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____



County of Erie

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the _____

by and between _____

of _____

herein after 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 _____,

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 _____

Date _____

Title _____

Date _____

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. _____

COUNTY OF ERIE

DIVISION OF PURCHASE

MBE/WBE/SDVOB 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. Additionally, the Erie County Legislature enacted Local Law No. 3 (2023) ensuring service-disabled veteran owned businesses (SDVOB) have greater participation in Erie County Contracts.

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), women business enterprises (WBE) and, service-disabled veteran-owned businesses on all contracts with the County. Affirmative action shall include, but not limited to:

1. Utilizing a source list of MBEs, WBEs, and SDVOBs; and
2. Solicitation of bids from MBEs, WBEs, and SDVOBs; and
3. Providing MBEs, WBEs, and SDVOBs sufficient time to submit proposals in response to solicitations; and
4. Maintaining records showing utilization of MBEs, WBEs, and SDVOBs 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, at least two percent (2%) of the total dollar value of the contract to WBEs, and at least six percent (6%) of the total dollar value of the contract to SDVOBs or, for those contracts governed by federal or state regulations with respect to MBE, WBE and/or SDVOB 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, WBEs, and SDVOBs 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, WBE, and SDVOB 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, WBEs, and SDVOBs 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, WBEs, and/or SDVOBs in the market area of the contract is less than the ten percent (10%) MBE goal, the two percent (2%) WBE goal, and the six percent (6%) SDVOB 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, WBE, and SDVOB participation listing the MBEs, WBEs, and SDVOBs 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, WBE and SDVOB. 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, WBE, and SDVOB (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, WBEs, and SDVOBs 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.

G. For the purposes of this section, the term "service-disabled veteran owned business" shall mean a business which has been certified by the New York State under the New York Service-Disabled Veteran-Owned Business Act.

NOTE:

It is the prime vendor's responsibility to obtain MBE/WBE/SDVOB 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
9th 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. EVERYTHING WITH A * IS REQUIRED.

*BID NO.: _____

*BID DATE: _____

**ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED
VETERAN-OWNED BUSINESS UTILIZATION REPORT- PART A**

*COMPANY: _____

*AUTHORIZED REPRESENTATIVE (PRINT): _____

*ADDRESS: _____

*TELEPHONE NUMBER: _____

*EMAIL ADDRESS: _____

*PROJECT NAME & BID NUMBER _____

- I. *List actions taken to identify, solicit, and contact Minority Business Enterprise (MBE), Women Business Enterprise (WBE) & Service-Disabled Veteran-Owned Business (SDVOB) to bid on subcontracts for this project.

1. _____
2. _____
3. _____
4. _____
5. _____

☐ Check here if the business is self-contained and applying for full or partial waiver.

- II. List all bona-fide Minority/Women Business Enterprise & Service-Disabled Veteran-Owned Businesses, sub-contractors, suppliers, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie.

MBE/WMB/SDVOB OWNED FIRMS	SUPPLY/S ERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	--------------------	-----------------------	------------------------	----------------------	--------------------------------------

NAME: _____

YES

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____

NO

IRS #: _____

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

NAME: _____

YES

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____

NO

IRS #: _____

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

NAME: _____

YES

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____

NO

IRS #: _____

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

NAME: _____

YES

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____

NO

IRS #: _____

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

NAME: _____

YES

ADDRESS: _____

CITY, STATE: _____

TELEPHONE: _____

NO

IRS #: _____

ERIE DEPARTMENT OF PURCHASING
OFFICE OF THE DIRECTOR

III. Assistance offered by contractor to MBE's/WBE's/SDVOB's as to bonding, union requirements obtaining work capital, etc.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

IV. Total Dollar Amount to be subcontracted to:

Minority Business Enterprise(s).	\$ _____
Women Business Enterprise(s). (if applicable)	\$ _____
Service-Disabled Veteran-Owned Business(s).	\$ _____

V. Total Amount of Bid \$ _____

VI. *MBE Percent (%) of project bid: (EC goal is 15%) _____ %

*WBE Percent (%) of project bid: (EC goal is 5%) _____ %

*SDVOB Percent (%) of project bid: (EC goal is 6%) _____ %

VII. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS, INCLUDING RETURN RECEIPTS UPON LOW BIDDER STATUS TO EEO.

*SIGNATURE OF AUTHORIZED REPRESENTATIVE

*DATE

VIII. CONTRACTOR'S DESIGNATED EQUAL OPPORTUNITY OFFICER (EEO)

NAME

DATE

MBE/WBE UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBEs/WBEs/SDVOBs

(To be completed by the prime vendor and submitted to the
Erie County Division of E.E.O. when contract is complete)

Erie County reserves the right to require documentation, including,
but not limited to, cancelled checks to verify these amounts.

*VENDOR: _____ *BID NO. _____

_____	MBE	_____	TOTAL AMOUNT EXPENDED
-------	-----	-------	-----------------------

_____	WBE	_____	TOTAL AMOUNT EXPENDED
-------	-----	-------	-----------------------

_____	SDVOB	_____	TOTAL AMOUNT EXPENDED
-------	-------	-------	-----------------------

TOTAL OF ALL MBE SUBCONTRACTS	\$ _____
-------------------------------	----------

TOTAL OF ALL WBE SUBCONTRACTS	\$ _____
-------------------------------	----------

TOTAL OF ALL SDVOB SUBCONTRACTS	\$ _____
---------------------------------	----------

AMOUNT OF CONTRACT (PRIME)	\$ _____
----------------------------	----------

FINAL MBE PERCENTAGE	% _____
----------------------	---------

FINAL WBE PERCENTAGE	% _____
----------------------	---------

FINAL SDVOB PERCENTAGE	% _____
------------------------	---------

I _____, as an official representative of _____, do hereby certify that the
information listed above is correct and complete.

*SIGNATURE

*TITLE

*DATE

MAIL TO: Erie County Division of E.E.O.
95 Franklin Street
9th Floor
Buffalo, NY 14202

PURCHASING WAIVER & RECOMMENDATION FORM

COMPANY: _____

ADDRESS: _____

TELEPHONE NUMBER: (_____) _____ BID NO.: _____

1. Vendor has made a good faith effort to subcontract on this bid for which Minority-owned Business Enterprise ("MBE"), Women-owned Business Enterprise ("WBE"), and Service -Disabled Veteran Owned Business ("SDVOB") 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, and/or 6% SDVOB.

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) MWBE and/or SDVOB (circle the appropriate term) enterprises in the market area of this bid.

In order for your waiver request to be considered, you must submit a letter on company letterhead/stationary that provides a detailed explanation discussing the good faith efforts you made to meet the M/WBE and /or SDVOB utilization goals and advising why MWBE and/or SDVOB solicitation cannot be achieved.

Please note that your waiver request will not be considered without receipt of the requested letter of explanation.

(Please attach your letter to this request)

Is the organization self-contained: [] Yes [] No

Would subcontracting any portion of this project void a warranty for the County? [] Yes [] No

Is the work being completed considered specialty work that is unable to be completed by a third party?
[] Yes [] No (If yes, please include additional explanation in your attached letter.)

Please note: 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

For Official Use Only

Granted in Whole: _____

Granted in Part: _____

Comments:

(02/2025) 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.

County of Erie Standard Insurance Certificate



THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME	
	PHONE (A/C No., Ext)	FAX A/C No.
INSURED	EMAIL ADDRESS	
	PRODUCER CUSTOMER ID #:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A:	
	INSURER B:	
	INSURER C:	
INSURER D:		
INSURER E:		
INSURER F:		
NAIC #		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR					MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> JECT <input type="checkbox"/> LOC					PRODUCTS COMP/OP AGG \$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
	UMBRELLA LIAB					EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR					AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE					
	DEDUCTIBLE RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUS <input type="checkbox"/> OTH ER <input type="checkbox"/>
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> Y/N <input type="checkbox"/> N/A				E.L. EACH ACCIDENT \$
	If yes describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

County of Erie
95 Franklin St
Buffalo NY, 14202

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

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 required.
- 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:

Workers Compensation Forms	
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

DBL (Disability Benefits Law) Forms	
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 **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

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 hereinafter 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 _____ 20 _____

(PRINCIPAL)

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

(SURETY) (SEAL)

By: _____

EXECUTED POWERS OF ATTORNEY TO BE SUBMITTED WITH PERFORMANCE BOND.

NEW YORK STATE PREVAILING WAGE

*On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor’s website <https://www.labor.state.ny.us/formsdocs/wp/pw12.pdf>.

This project’s PRC# 2025005101.

In addition, if applicable, contractor is required to attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted and on each succeeding payroll where any new or additional employee is first listed.

Records are to be submitted as directed in your award letter.

Failure to submit the legally required records will result in delayed payments.

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.

By: _____
Contractor's Signature

Typed or Printed Name

Title

Business Name

Business Address

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 of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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

(3) The undersigned shall require that the language of this certification be included in the award documents for all 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

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DIVISION 00 - CONTRACTING REQUIREMENTS

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A	Site Plan and Pictures
B	Lead Paint Test Report (DAF Tank 2 aka new FT Tank)
C	As-Built Plan Sheet

END OF TABLE OF CONTENT

EXHIBIT BF-2 – WAIVER OF IMMUNITY CERTIFICATION

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

(CORPORATE SEAL)

(If bid is by a Corporation)

By: _____

Contractor's Signature

Business Name

Name: _____

Typed or Printed Name

Date: _____

Title: _____

00 41 13, Bid Form

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

CONFINED SPACE PROGRAM CERTIFICATION

This is to certify that _____ has established a
(Company Name)

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

OSHA 10 COMPLIANCE CERTIFICATION

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

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

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

By: _____
Contractor's Signature Business Name

Name: _____ Date: _____
Typed or Printed Name

Title: _____

00 41 13, Bid Form

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Section 00 73 43

Wage Rate Requirements

The following are wage rate requirements for the Project. This Section is part of the Contract Documents.

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Article 3 – Payroll Records.....	3
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FORMS:

Acknowledgement of Wage Schedule Receipt (SUBMIT WITH BID)

Certificate of Contractor Registration and Acknowledgement of NYSDOL Registration (SUBMIT WITH BID)

ARTICLE 1—HOURS AND WAGES

- 1.01. No laborer, worker, or mechanic in the employ of Contractor, Subcontractor or other person doing or contracting to do the whole or part of the Work contemplated by this 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 case of extra-ordinary emergency as described in Section 220(2) of the New York State Labor Law. For work in excess of eight hours in any one day or five days in any one-calendar week an "Application for Dispensation of Hours" (Form PW-30) must be submitted and approved by Erie County and the State Department of Labor.
- 1.02. The wages and supplements to be paid to laborers, workers or mechanics performing the Work under this Contract shall be not less than the prevailing rate of wages and supplements as defined and determined by the New York State Labor Law. On projects involving both State and Federal agencies, Contractor shall obtain the Federal Wage rates and apply the higher rate for the trade or occupation. The prevailing rate of wages for New York State can be found at **PRC#2025005101** Contractor is responsible for all modifications to the prevailing wage rates that may occur during the course of the Contract.
- 1.03. There shall be paid each laborer or mechanic of Contractor or Subcontractor engaged in the Work on the Project under this Contract in trade or occupation listed below, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such laborers and mechanics.
- 1.04. Any laborer or mechanic employed to perform work on the Project under this Contract, which work is not covered by any of the classifications, of the various State and Federal agencies, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to work to be performed by them and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event any dispute on that question cannot be adjusted, the information, together with the recommendations of Engineer or its other authorized representatives, shall be referred for determination to Owner's governing body or other duly designated official whose decision on the question shall be conclusive on the parties to the Contract with the same effect as if the Work performed by such laborer or mechanic had been classified and the minimum rate specified herein.
- 1.05. The foregoing specified wage rates are minimum rates only. Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rates contained in this Contract. All disputes in regard to the payment of wages in excess of those specified in this Contract shall be adjusted and resolved by Contractor.
- 1.06. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by Owner's governing body or other duly designated officials, or the New York State Department of Labor.

ARTICLE 2—POSTING MINIMUM WAGE RATES

- 2.01 Contractor shall post at appropriate conspicuous points at the Site of the Project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in the Work on the Project under this Contract and all deductions, if any, required by law to be made from unpaid wages actually earned by the laborers and mechanics so engaged.

The wage rates shall be posted on a sign written in English with a bold heading stating "Prevailing Rate of Wages". The lettering of the heading shall be no smaller than 2" in height and 2" in width and the entire sign shall be weatherproof. On projects involving both State and Federal agencies Contractor may be required to post both State and Federal Wage Rates, the higher of which shall apply in any classification.

ARTICLE 3—PAYROLL RECORDS

- 3.01. Contractor and all Subcontractors will be required to furnish to Engineer duplicate copies of all payrolls incurred as a result of work on the Project. Payrolls are to be submitted on U.S. Department of Labor Payroll Form WH-347, signed by an officer of the company, no later than three days after the close of any payroll period and not in any case later than Contractor's monthly payment estimate. Prime Contractors are required to submit certified payrolls from the issuance of the Notice to Proceed until contract close out. Negative reports shall be submitted for times when no actual work is being performed. Subcontractors are required to submit certified payrolls for only the time spent on the project.
- 3.02. The name of the individual designated by Contractor as the person responsible to collect certified payroll shall be posted in a conspicuous location at the Site.
- 3.03. The filing of certified payrolls is a condition of payment. A contractor that willfully fails to file certified payrolls shall be guilty of a Class "E" felony and subject to a civil penalty of up to \$1,000.00 per day.
- 3.04. Upon completion of the Work, Contractor shall be required to execute a Public Improvement Contract Certification for (PICC-2) certifying that the provisions of Section 220-a of the New York State Labor Law have been complied with and that all laborers, workers or mechanics employed by Contractor on this Project have been paid the applicable prevailing wage rates and supplements.
- 3.05. Upon completion of the Work, all Subcontractors to Contractor shall be required to execute a Public Improvement Contract Certification form (PICC-1) certifying that the provisions of Section 220-a of the New York State Labor Law have been complied with and that all laborers, workers or mechanics employed by Subcontractor for work done on this Project have been paid the applicable prevailing wage rates and supplements.
- 3.06. Final payment will not be issued until all forms have been properly executed by Contractor and Subcontractors.

ARTICLE 4—APPRENTICES

- 4.01. The minimum wage rates, if any, herein specified, for apprentices, shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeymen mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted by the applicable standards of the United States Department of Labor or in the absence of such standards, the number permitted under the usual practice prevailing between unions and the employer's associations of the respective trade of occupations.

ARTICLE 5—COMPUTATION OF WAGES ON EIGHT HOUR DAY: OVERTIME COMPENSATION

- 5.01. The wages of each laborer and mechanic engaged in the Work on the Project under this Contract shall be computed on a basic day rate of 8 hours per day, 8 hours of continuous employment, except for lunch periods, constituting a days work when a single shift is employed, and 7 ½ hours of continuous employment except for lunch period constituting a days work when 2 or more shifts are employed. Work in excess of 8 hours per day shall be permitted upon compensation when a single shift is employed, at a minimum of 1 ½ times the basic rate of pay (i.e., the rate actually payable to the laborer or mechanic, which may be higher but not lower than the minimum wage set forth in the foregoing schedule) for all hours worked in excess of 8 hours, on any one day and when two or more shifts are employed, at a minimum of 1 ½ times the basic rate of pay for all ours worked in excess of 7 ½ hours on any one day. In addition, all laborers and mechanics shall receive compensation at a rate not less than 1 ½ times their basic rate of pay for all hours of work in excess of forty in one week when one shift is employed and all hours of work in excess of thirty-seven and one-half in one work week when two shifts are employed. The provisions of this article shall not limit agreements to the contrary, mandatory overtime compensation in excess of that stipulated herein and such extra compensation shall not constitute a claim for additional compensation under this Contract.

ARTICLE 6—PAYMENT OF EMPLOYEES

- 6.01. Contractor and all Subcontractors shall comply with the Regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 30, 1940, 40 U.S.C. 276(c) and any amendments of modifications thereto. Contractor and all Subcontractors shall furnish Owner with weekly statements of compliance. In case of subcontracts, Contractor shall cause appropriate provision to be inserted in any subcontracts for work which they may let to insure compliance with said Anti-Kickback Law by all Subcontractors subject thereto, and Contractor shall be responsible for the submission of all statements of compliance required of Subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations, and exemptions from the requirements thereof.
- 6.02. Contractor and each of their Subcontractors shall pay each of their employees engaged in the Work on the Project wages in full not less often than once every other week, less legally required deductions. Records of such payment, deductions, and hours worked shall be provided each employee with each payment of wages.

ARTICLE 7— NYSDOL CONTRACTOR REGISTRATION

- 7.01 Effective December 30, 2024, in order to be qualified to work on public works projects covered by Article 8 of the Labor Law, all contractors and subcontractors must be registered with the New York State Department of Labor (NYS DOL) in accordance with Labor Law § 220-i. Contractors must be registered before submitting a bid. In addition, subcontractors must be registered prior to commencing any new work.

ARTICLE 8—WAGE RATE FORMS

Bound following this page are the following which are part of the Contract Documents:

- 1.** Acknowledgement of Wage Schedule Receipt **(SUBMIT WITH BID)**
- 2.** Certificate of Contractor Registration and Acknowledgement of NYSDOL Registration **(SUBMIT WITH BID)**

Acknowledgement of Wage Schedule Receipt

(SUBMIT WITH BID)

By signing this form, the Bidder acknowledges the following:

1. The County of Erie, Department of Environment and Planning, Division of Sewerage Management has provided a PRC# specific to this Project.
2. By following the link provided in electronic documents or by typing the PRC# provided in Section 00 73 43 Wage Rate Requirements, under Article 1.02, into the New York State Department of Labor Project Prevailing Wage Website at <https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt> , the Bidder has obtained the complete schedule of wages specific to this Project.
3. The Bidder has reviewed Section 00 73 43, the project rate schedule provided by the New York State Department of Labor, and all associated documents, and understands their responsibilities related to these documents if they are selected to perform this Project.

Project Name: _____

Contract: _____

Company
Name: _____

Company
Address: _____

Signature: _____

Written
Name: _____

Certificate of Contractor Registration & Acknowledgement of NYSDOL Contractor Registration

(SUBMIT WITH BID)

For more information and instructions on how to become registered, please visit the NYS Department of Labor website at: <https://dol.ny.gov/contractor-and-subcontractor-registry-landing>; please note it may take approximately 3-4 weeks for NYSDOL to review a registration application and issue a Certificate of Registration. The Bidder should take action promptly and register now to avoid any disruptions in the bidding process or project schedule.

By signing this form, the Bidder has either:

1. Currently has a valid **Certificate of Contractor Registration** and will provide the certificate with bid OR;
2. Completed the registration for the NYSDOL Registry and will provide a screenshot of their Application Status.

Project Name: _____

Contract: _____

Company
Name: _____

Company
Address: _____

Signature: _____

Written
Name: _____

SECTION 01 11 13
WORK COVERED BY CONTRACT DOCUMENTS

PART 1 – GENERAL

1.1 SUMMARY

- A. This section includes a general listing of work items under the Contract. This listing is not meant to be inclusive of all items of work or what is required to accomplish the Work.
- B. The Work is located at the Erie County Sewer District No. 2 (ECSD 2) Big Sister Creek Water Resource Recovery Facility (WRRF), 8443 Lakeshore Rd, Angola, NY. Work shall be performed on property owned by the County of Erie.
- C. Related Sections:
 - 1. Section 01 14 17 – Coordination with Owner's Operations
 - 2. Section 01 14 19 – Use of Site
 - 3. Section 01 20 14 – Lump Sum Measurement and Payment
 - 4. Section 01 41 05 – Regulatory Requirements
 - 5. Section 01 61 00 – Common Product Requirements
 - 6. Section 09 91 00 – Painting

1.2 INTENT

- A. The Contract Documents are complementary, are intended to cooperate and provide for, and include everything necessary for, the proper and complete orderly execution and finishing of the Work. Work or materials described in words which have a well-known technical or trade meaning, shall be interpreted by such customary and recognized standard of meaning.
- B. It is understood that except as otherwise stated in the Contract Documents, Contractor shall provide and pay for all permits, materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature necessary to execute, complete and deliver the Work.
- C. Contractor shall ask for clarification where details are not provided for any portion of the Work and for which the design intent cannot be ascertained.

1.3 SCOPE OF WORK

- A. General Requirements
 - 1. Work not identified in the detailed scope of work or bid item description, but nevertheless required, shall be performed as specified, shown or intended.

2. The location of the Work contains facilities essential to maintaining public health. Limitations may be place on sequencing due to operational requirements of the facility.
3. Equipment limitations may also exist with regard to installation or connection to Owner's existing facilities. Specific requirements are detailed in Sections 01 14 17 Coordination with Owner's Operations and 01 14 19 Use of Site.
4. Contractor shall supply all necessary tools and machinery appropriate for installation of the Work. Owner tools, equipment, machinery or other facilities shall not be used unless otherwise specified or approved in writing.
5. Contractor shall supply and properly use any scaffolding, ladders, personal protective equipment (PPE), etc. for work in a confined space and around process equipment that is used for the treatment of sanitary wastewater.
6. Contractor shall supply air handling as needed to contain dust and to maintain safety.
7. Contractor shall have on-hand sufficient tools and machinery of ample capacity to facilitate the Work and to handle all emergencies normally encountered in work of this character. Contractor shall only use tools or machinery intended to perform the necessary task.
8. Contractor shall install components at the time and under conditions that will ensure the best possible results. Contractor shall maintain conditions required for product performance until acceptance of the Work.
9. Manufacturer's installation instructions, where available, shall be followed.
10. Refer to Sections 01 14 17 Coordination with Owner's Operations, and 01 14 19 Use of Site for limitations while performing the Work at the site.
11. Place upon the Work or existing facilities only such loads as are consistent with the capacity of the components to bear those loads.
12. Refer to Sections 01 41 05 Regulatory Requirements and 01 61 00 Common Product Requirements for addition requirements related to the Work.

B. The Work includes the following detailed scope:

1. Work includes cleaning and preparing the interior surfaces of the Dissolved Air Flotation (DAF) Thickener Tank 2 (east), also known as the Flotation Thickener (FT) tank. Penetrations from the equipment inside the tank were previously patched and welded and tested with water to verify no leakage.

2. Following the cleaning and preparing of the interior surfaces, the DAF thickener tank surfaces must be coated with an epoxy-based product to ensure it is water tight. The product must be suitable for intended use of municipal sanitary wastewater. Tank dimensions are approximately 39 feet long, 7.5 feet wide, and 8.5 feet tall. Inside the tank is also an alcove with a weir, to be coated. The top coating shall be 100% solids epoxy coating suited for wastewater storage and processing as specified in 09 91 00 Painting. See Exhibit C for as-built drawing.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 GENERAL

- A. Contractor shall furnish all labor, equipment and materials and shall perform all of the Work as shown in the Contract Documents and as directed by Engineer, tested in place and ready for use, in accordance with the obvious and expressed intent of the Contract to secure a complete installation. In general, the Work to be performed under each pay item is described in the Section 01 20 14 Lump Sum Measurement and Payment.
- B. The quality of workmanship and materials entering into the Work shall conform to the manufacturer's requirements and the pertinent sections, clauses, paragraphs and sentences provided in the Contract Documents, whether or not direct reference to such occurs in this Summary of Work.

END OF SECTION

SECTION 01 14 17
COORDINATION WITH OWNER'S OPERATIONS

PART 1 GENERAL

1.1 SUMMARY

A. This section includes considerations to be taken when working on the Site containing Owner's operations. Owner's operations are critical to maintaining public health. Coordination is essential to minimize impact on those operations.

B. Related Sections:

1. Section 01 11 13 –Work Covered by Contract Documents

C. Refer to Section 01 11 13 Work Covered by Contract Documents for the general listing of the Work to be coordinated.

1.2 GENERAL

A. The level of the coordination required is dependent on the type of operations involved. Types of operations are as follows:

1. Primary operations are operations performed by Owner at this site. Plans for interruptions to these operations are included in the design of this Project.

2. Intermittent operations are operations performed by Owner that occur at intervals and that may become essential under certain conditions.

B. Interruptions to Owner's Operations

1. Interruptions to operations or services must be scheduled and approved in advance. At least three working days of written notice is required prior to work.

2. Owner's representative must be present for all work performed during any interruptions to services.

1.3 OPERATIONS

A. The following Primary Operations take place at the Site:

1. Big Sister Creek WRRF is an active wastewater treatment plant. Wastewater treatment operations will occur continuously during the project. As such, contact with wastewater and/or wastewater residuals should be expected.

B. The following Intermittent Operations take place at the Site:

1. The Dissolved Air Flotation (DAF) Thickener Tank 2 is in close proximity to the filter presses. The Owner must change the filter press sludge bin adjacent the DAF tank approximately three (3) times per week. Brief interruptions to the Work may be necessary to change these bins.

1.4 SEPARATION

- A. Contractor must provide physical separation between the Work and Owner's existing operations to the greatest extent possible.
- B. Where separation is not possible, Contractor shall provide provisions for Owner's operations to continue as though there was a separation, unless otherwise specified.
- C. Contractor shall be responsible for closing, roping off, or otherwise controlling access to the work areas during construction to prevent damage to the Work and property.

1.5 OPERATION SCHEDULE

- A. Owner's operations are generally defined as wastewater transmission and treatment and the operations are continuous. The need for equipment and facilities will fluctuate based on the process loading.

1.6 NOTIFICATIONS

- A. Contractor must notify Owner's representative, Engineer or Owner for any of the following events:
 1. Each time Contractor, or anyone performing work on behalf of Contractor, enters or leaves the Site.
 2. Any time that any quantity of wastewater is discharged or spilled outside of its containment system. Examples of a containment system include, without limitation, a pipe, manhole, tank, truck, or channel.
 3. Any time operation may be impacted by the Work.
- B. Owner's Representative, Engineer or Owner will notify Contractor:
 1. Of any operational changes that will delay the Work. Notice will be given as soon as possible.
 2. Of any forthcoming requests for partial use or occupancy.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 14 19 USE OF SITE

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations with respect to the Site.
- B. Related Sections:
 - 1. Section 01 11 13 – Work Covered by Contract Documents
 - 2. Section 01 14 17 – Coordination with Owner's Operations
- C. Refer to Section 01 11 13 Work Covered by Contract Documents for the general listing of the Work.

1.2 GENERAL

- A. Locations for staging, contractor equipment and trailers will need to be coordinated on site. Contractor shall limit their storage to those areas. Store apparatus, materials, supplies and equipment in a safe, orderly manner that does not interfere with the Work or normal operations of the surrounding areas. Storage shall not block access in areas of egress.
- B. Owner performs essential operations at the Site and will be occupying the Site throughout the entirety of the project. Refer to Section 01 14 17 – Coordination with Owner's Operations for detailed information.
- C. Store materials that are subject to injury by exposure to weather, theft, breakage or otherwise. Limited storage is available on the Site. Owner will not be responsible for any items stored in their facilities.
- D. Contractor shall follow all rules and requirements specific to the Site, including but not limited to, obeying all signage and following site safety policies.

1.3 LIMITATIONS

- A. Use of the Site by Contractor is restricted to operations required to complete the Work included in the Contract Documents.
- B. Facilities, buildings, equipment, tools or other that is not property of Contractor shall not be used without written consent.
- C. Contractor shall not dispose of any refuse resulting from the Work, including items demolished at the Site, in refuse containers contained on the Site unless

those containers are placed there by Contractor or Contractor has received written authorization for use.

- D. Contractor may be prohibited from entering certain areas of the Site. Some areas may only be prohibited under certain conditions. Refer to Section 01 14 17 Coordination with Owners Operations for detailed information.

1.4 PRODUCT DELIVERY, HANDLING, & STORAGE

- A. Delivery of products shall be scheduled so that storage time on the Site will be minimized. Deliveries shall only occur during normal working hours unless otherwise approved in writing. Contractor must have personnel on the Site authorized to accept deliveries when deliveries occur. Owner or Engineer will not accept deliveries of products on behalf of Contractor unless prior written agreement has been obtained. Contractor contact information shall be provided to shipping company. Owner contact information shall not be used for shipping unless otherwise agreed to in writing. Unnecessary materials or equipment shall not be delivered to the Site.
- B. Delivered products shall be inspected by Contractor for damage before placing in storage or prior to implementation into the Work. Contractor is responsible for replacement or repair, as determined by Engineer, of damaged products.
- C. Handling and storage shall be in accordance with manufacturer's instructions and any other specific requirements for handling and storage included in the Contract Documents.
- D. Contractor shall store his equipment and materials at the Site in a manner acceptable to Owner and Engineer, and in conformance with applicable statutes, ordinances, regulations and rulings of proper public authority. Contractor shall enforce the instructions of Owner and Engineer respecting signs, advertisements, fire and smoking.
- E. Storage shall not block access in areas of egress.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 20 14
LUMP SUM MEASUREMENT AND PAYMENT

PART I – GENERAL

1.1 SUMMARY

- A. This section includes each lump sum item, the scope of work intended to be included in that item, the way in which work will be measured, and how payment will be determined based on the measurement for each lump sum pay item. The scope of work in this section is intended to provide a general description of work for payment differentiation.
- B. The Contract Documents include detailed descriptions of the Work, intended to cooperate and provide for, and include everything necessary for, the proper and complete orderly execution and finishing of the Work.
- C. Related Sections:
 - 1. Section 01 11 13 – Work Covered by Contract Documents
- D. Final and only payment shall be for the lump sum price stated in the proposal unless modifications have been made to the Contract or set-offs have been imposed.

1.2 GENERAL CONSTRUCTION

A. Scope of Work

- 1. This item includes all labor, materials, tools and equipment required to complete the Work contained in the Contract Documents that is not listed under any other item in this section. Section 01 11 13 Work Covered by Contract Documents contains a general listing of the Work included in the Contract Documents.
- 2. This item includes administration of the project for items including, without limitation, insurance, project management, schedules, coordination, photographs, project meetings, temporary utilities, temporary structures and facilities, temporary equipment, health and safety, regulatory requirements, dust control, testing, inspections, waste management, and project closeout that is not otherwise included in or associated with any other item.

B. Measurement

- 1. Measurement of work completed under this item shall be the relative percentage of work included in this item, based on the percentage of each

major work component. The percentage completed shall be determined by Engineer.

2. Measurement of work completed under this item may include equipment or materials received and inspected by Engineer prior to installation, if recommended by Engineer and accepted by Owner. If equipment or materials are included in this measurement, those equipment or materials must be maintained in the same condition as when inspected.

C. Payment

1. Payment under this bid item shall be the lump sum price measured, less any deductions.
2. If Engineer determines any work to be defective, deductions may be taken from the payment.

1.3 CONTINGENCY ALLOWANCE

A. Scope of Work

1. Contractor shall furnish all labor, materials, equipment, products and other items required to perform unspecified additional work as determined in the field and authorized in writing by Engineer. Work performed under this item is to be determined based on approved Contractor proposals. See Section 01 21 16 Contingency Allowances for detailed information.

B. Measurement

1. Measurement shall be the actual work performed under this item, recommended for payment by Engineer and approved by Owner.
2. Measurement for approved unit price work under this item shall be the number of units completed, as determined by Engineer.

C. Measurement for approved lump sum work under this item is the percentage of the total work completed, as determined by Engineer. Payment

1. Payment under this bid item shall be based on the measured work, completed and approved for payment.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 21 16 CONTINGENCY ALLOWANCES

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations related to contingent items of work added after the Contract is executed and payment of contingent items.
- B. Related Sections:
 - 1. Section 01 20 14 – Lump Sum Measurement and Payment
 - 2. Section 01 33 10 – Submittal Procedures

1.2 GENERAL

- A. Refer to Sections 01 20 14 Lump Sum Measurement Payment for the procedures for measurement of the Work and payment limits.
- B. Contractor is not entitled to the sums included under contingency allowance items unless work is approved for these items. Work will not be added to the Contract for the sole purpose of allowing full payment to Contractor of the amounts included in these allowances.
- C. Any work performed under a contingency allowance item must receive written acceptance and approval before proceeding. Any work performed without written approval will be at Contractor's risk.
- D. Additional work will be accounted for in the final change order.

1.3 SUBMITTALS

- A. Contractor shall submit, for approval, all items required to perform the proposed work, regardless if the item(s) was listed in original bid. Refer to Section 01 33 10 Submittal Procedures for detailed information on submittals.
- B. If work includes an item already submitted and approved, the proposal shall indicate the item and identify the approved submittal.
- C. Contractor shall submit supporting documentation for any estimates related to allowances. This documentation includes, without limitation, estimates from Sub-Contractors, hour and cost worksheets, labor or equipment cost estimate sources, material cost sources, diagrams, or field measurements.

1.4 LUMP SUM ALLOWANCES

- A. Engineer will request a proposal for work to be completed under the Contingency Allowance.
- B. Any proposal received from Contractor must include pricing that is in accordance with unit prices or estimates already provided. Pricing must be industry standard for the location, and must be supported in submittals.
- C. Contingent items of work can only be performed after Engineer's written recommendation and Owner's written acceptance of the proposal. Owner must approve payment amount in writing.
- D. The project schedule will be updated to reflect any work added under the Contingency Allowance, upon acceptance of work.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 25 13
PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes the procedure for proposing alternate or substitute products without impacting the design intent of the Work.
- B. Substitutions can only be requested after the Notice of Award. Contractor must base their Bid on specified materials, equipment, processes and products.
- C. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures

1.2 GENERAL

- A. Substitutions will not be considered when submitted as a shop drawing without indication that the product is a substitution, when substitution is requested directly by a Subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents. Substitutions shall be formally requested by following the procedures in item 1.4 Substitution Procedure.
- B. Contractor shall have the burden of proving the substitutions comply with the design intent, at his own expense, to the satisfaction of Engineer and Owner.
- C. Contractor shall make no claim for an extension of the time or for damages by reason of the time taken by Engineer in considering a substitution proposed by the Contractor, or by reason of the failure of Engineer to review a substitution proposed by Contractor.
- D. Engineer may recommend rejection or acceptance of a substitution, based on their knowledge and experience, without evaluation.
- E. Contractor can withdraw a proposal for substitution at any time. Contractor may still be responsible for Engineer's fees in evaluating the substitution.
- F. Substitutes will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

1.3 CONTRACTOR REPRESENTATION

- A. The request for substitution constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that meets design intent and has comparable longevity, or is superior in all respects to specified product.
 - 2. Shall provide, as a minimum, the same warranty for the substitution that would be supplied for the specified product.
 - 3. Shall coordinate installation of an accepted substitute, making such changes as may be required to the Work to accommodate the substitution, in every respect.
 - 4. Certifies that the cost data presented is complete and includes all related costs. Contractor certifies that any savings realized by the substitution is presented in the substitution proposal.
 - 5. Waives claims for additional costs related to the substitution that may later become apparent.
- B. By submitting the substitution, Contractor is agreeing to incur all costs associated with such a substitution.
- C. Contractor will not order or install any substitutions without written acceptance from Engineer or Owner. Substitute products ordered or installed without written acceptance will be at Contractor's risk. Contractor is liable for all costs associated with replacement of such products if not accepted.

1.4 SUBSTITUTION PROCEDURE

- A. Any time after the Notice of Award has been issued, but before evaluation will impact the Progress Schedule, Engineer will consider written requests for substitutions of materials, equipment, processes, products, or other items.
- B. Contractor shall identify product by Specification's section and article numbers and provide the following information:
 - 1. Manufacturer's name, address, and phone number, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.
 - 2. All information as indicated in Section 01 33 10 Submittal Procedures.
 - 3. An itemized comparison of proposed substitution with specified product, listing variations, and reference to specification's section and article numbers.

4. A quality and performance comparison, positive and negative, between proposed substitution and the specified product. Differences shall be clearly listed, highlighted or otherwise emphasized. Differences include, but are not limited to, operational type, weight, thickness, size, materials of construction, strength, elasticity, or method of installation. Samples must be provided where applicable.
 5. Design Life, as defined as the time life span of the product used in the Work, as determined by the Engineer, and data and information that can be used to support or determine Design Life.
 6. Service Life, defined as the time life span of equipment or material before failure occurs or before the cost of maintenance justifies replacement, as determined by Engineer, and data, references, and information that can be used to support or determine Service Life.
 7. Expected maintenance, replaceable components, and cost of replacement components. Include years that company has been in business, location of replacement parts center, location of manufacturer's service center, typical time for receipt of parts, shipment cost to project location, and manufacturer's representative information.
 8. Cost data comparing proposed substitution with specified product, and the amount of net change to the Contract Price. Savings in cost resulting from such substitutions proposed to be passed onto Owner shall be identified.
 9. Effect of substitution on progress schedule and Contract Time and changes required in other work or products, including impacts on other Contracts.
 10. Guarantee attesting to the 90-day performance test as specified in item 3.2 Performance Test. The guarantee shall be signed by the Contractor.
- C. Engineer may make inquiries into Contractor's expertise, authorization and training regarding installation of the product, equipment or material. Contractor shall provide all information for such inquiries and authorize the Engineer to access such information.

1.5 OWNER APPROVAL

- A. Owner approval is required when the substitution will result in an increase Contract Price or Contract Time. The substitution will then be considered a Change Proposal submitted by the Contractor for purposes of the Contract.
- B. If the substitution is approved, the Work will be changed accordingly and a Change Order will be required to change the Contract Price or Contract Time.

- C. If the substitution is rejected, Contractor shall furnish products, materials, processed and equipment specified in the Contract Documents. Contractor may still be required to pay Engineer's expenses.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

- A. If Engineer finds that substitution is not of the type or quality of what was represented or approved, Contractor is responsible for providing the approved substitution, making other adjustments stipulated by Engineer for substitution to be acceptable for use in the Work, or providing the specified equipment, materials, processes or products. Contractor shall credit the Owner with any additional Engineering costs due to changes after approval.

3.2 PERFORMANCE TEST

- A. Substitutes will be subjected to a 90 day performance test. The test will begin at beneficial occupancy of the facility.
- B. If the substitution should fail or not perform up to the design standards, Owner can order its replacement at no additional cost to the Owner. Upon receipt of such a request, the Contractor will immediately replace said substitute with the materials, equipment, process or product specified in the Contract Documents.

END OF SECTION

SECTION 01 31 19.13
PRE-CONSTRUCTION MEETING

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes the requirements for the meeting between Owner, Engineer and Contractor prior to start of the Work.
- B. Related Sections:
 - 1. Section 01 14 17 – Coordination with Owner’s Operations
 - 2. Section 01 14 19 – Use of Site
 - 3. Section 01 32 33 – Photographic Documentation
 - 4. Section 01 33 10 – Submittal Procedures
 - 5. Section 01 35 23 – Owner Safety Requirements
 - 6. Section 01 35 28 – Contractor’s Health and Safety Plan
 - 7. Section 01 41 05 – Regulatory Requirements
 - 8. Section 01 51 05 – Temporary Utilities
 - 9. Section 01 74 10 – Cleaning and Waste Management

1.2 SCHEDULING

- A. The pre-construction meeting will be held at mutually agreed time between the Notice of Award and Notice to Proceed, or after Notice to Proceed but before on-site work is performed, as applicable. Representatives from Owner, Engineer, and Contractor must be present. Owner, Engineer or Contractor may invite others that are involved in the construction or administration of the Work.
- B. Contractor project manager must attend this meeting. Contractor superintendent / foreman should attend this meeting if they have been assigned prior to the meeting. Subcontractor project managers/superintendents should attend this meeting.
- C. Engineer will conduct the meeting, keep the minutes, and distribute the minutes to all persons in attendance.

1.3 MEETING AGENDA

- A. All attendees to meetings must sign in and provide contact information.
- B. Contractor must be prepared to discuss the following agenda items:

1. Project Administration

- a. Designated Contacts and Contact Information
- b. Communication
- c. Permit/Regulatory Requirements – Refer to Section 01 41 05 Regulatory Requirements
- d. Start Date and Notice to Proceed
- e. Submittals - Refer to Section 01 33 10 Submittal Procedures
- f. Construction Photos – Refer to Section 01 32 33 Photographic Documentation

2. Construction Requirements

- a. Engineer's Project Representative
- b. Work Hours
- c. Parking and Staging – Refer to Section 01 14 19 Use of Site
- d. Safety – Refer to Section 01 35 23 Owner Safety Requirements and 01 35 28 Contractor's Health and Safety Plan
- e. Site Cleanliness – Refer to Section 01 74 10 Cleaning and Waste Management
- f. Temporary Facilities and Controls – Refer to Sections 01 51 05 Temporary Utilities.

3. Coordination

- a. Coordination with Owner's Operations - Refer to Section 01 14 17 Coordination with Owner's Operations

1.4 MEETING MINUTES

- A. Meeting minutes will be written by Engineer, as interpreted and recorded by Engineer.
- B. Meeting minutes will constitute a written record of items discussed. The written record will be binding to all parties. Minutes should be reviewed for accuracy upon receipt.
- C. Meeting minutes shall not be considered a substitute for, or satisfaction of, required submittals, written materials, or notifications specifically called out in other Specifications.
- D. Pre-construction meeting minutes will be reviewed at the first progress meeting. No changes will be made to minutes after review, unless Owner, Engineer and Contractor agree to the change.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes administrative and procedural requirements for preconstruction photographs, construction photographs, post-construction photographs and videos.
- B. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures
 - 2. Section 01 77 23 – Post Final Inspection

1.2 SUBMITTALS

- A. Submittals shall conform with the requirements of Section 01 33 10 Submittal Procedures.
- B. Photograph submittals shall be in electronic JPG format, submitted to Owner, and shall include:
 - 1. A plan of project site indicating vantage point, location and direction of each photograph (indicated by arrow). Each photo shall be identified by a unique photo number.
 - 2. Photographs shall be arranged in sheets according to the location the photo was taken on the project site, in date order. Multiple photographs and photographs in varying proximity to the Work shall be provided of critical locations, equipment or activities and may be required by Engineer for areas with known or suspected concerns.
- C. Submittals of photographic evidence shall be made at the time of pay request, for all work included in the pay request, unless otherwise stated in the Contract Documents.
- D. In submitting photographs or videos to Owner, Contractor shall also transfer copyright usage rights for unlimited reproduction of that submitted.

1.3 PHOTOGRAPHS - GENERAL

- A. Contractor shall provide digital copies of the photographs taken with a minimum 6-megapixel camera.

- B. Photographs shall be verified to be in focus or shall be immediately retaken. Photographs shall be of sufficient quality to be printed in the dimensions of 8-inches by 10-inches without distortion.
- C. Critical locations, equipment or activities shall have a minimum of four (4) photographs taken from different vantage points and proximity to the Work. Engineer may require additional photographs of areas with known or suspected concerns.
- D. Photographs of the Site shall be taken as well as photographs of specific locations, equipment, and activities.
- E. The minimum number of photographs shall be those listed herein and those directed by Engineer. Contractor may take additional photographs as they deem necessary.
- F. Photographic documentation is used as evidence that the Work has been completed according to the Contract Documents. Engineer may, at his option, take additional photographs but will not be required to make these photographs available to Contractor.
- G. Engineer may use photographic documentation of Defective work in a Notice of Defects. Engineer may also use photographic documentation to settle disputes.

1.4 PRECONSTRUCTION PHOTOGRAPHS

- A. Contractor shall take digital photographs, prior to the start of the Work, at the locations of the Work.
- B. Preconstruction photographs shall be submitted to Engineer for approval prior to starting the Work. Preconstruction photographs taken by Contractor will not be considered as part of the number of construction photographs required.
- C. Preconstruction photographs shall include the following:
 - 1. Overall views of the Site.
 - 2. Photos to indicate conditions prior to the start of the Work.
 - a. Structural condition.
 - b. Ground condition.
 - c. Condition of existing facilities adjacent to or involved in the Work.
 - 3. Photos of areas that Contractor will use for parking, staging or storage.
- D. Should Engineer deem the number, type and quality of the photographs are insufficient to properly reflect existing conditions, Contractor shall re-take photographs until Engineer's acceptance is received.

- E. If a dispute arises in a location where no preconstruction photographs were taken, the disputed area shall be restored to the extent directed by Engineer and to the complete satisfaction of Engineer.

1.5 CONSTRUCTION PHOTOGRAPHS

- A. Contractor shall take digital photographs at each stage of the project, encompassing the tank. Photos must show the completed appearance of each stage. Stages are defined as:
 - 1. Surface Preparation
 - 2. Base Coat
 - 3. Intermittent Coat
 - 4. Top Coat
- B. During the Work, photographic documentation is required for all major activities, at appropriate intervals, to provide views representative of work being performed.
- C. Engineer may require additional photographs if Contractor photographs are not accurately demonstrating the progress of the Work.

1.6 POST-CONSTRUCTION PHOTOGRAPHS

- A. Upon completion of the Work, Contractor shall take digital photographs at the locations of the Work.
- B. Post-construction photographs shall be submitted to Engineer for approval prior to closeout. Post-construction photographs taken by Contractor will not be considered as part of the number of construction photographs required.
- C. Post-construction photographs shall include the following:
 - 1. Overall views of the Site.
 - 2. Photos to indicate end result of the Work.
 - a. Work installed.
 - 3. Photos to indicate the condition after completion of the Work.
 - a. Condition of existing facilities adjacent to or involved in the Work.
 - b. Condition of areas that Contractor used for parking, staging or storage.
 - 4. Defects or uncompleted work identified during the final inspection and subsequent repaired or completed work. Refer to Section 01 77 23 Post Final Inspection.
- D. Should Engineer deem the number, type and quality of the photographs are insufficient to properly document the result of the Work or the condition after completion, Contractor shall re-take photographs until Engineer's acceptance is received.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 33 10 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes administrative and procedural requirements for Submittals.
- B. Related Sections:
 - 1. Section 01 25 13 – Product Substitution Procedures
 - 2. Section 09 91 00 – Painting

1.2 DEFINITIONS

- A. Performance Affidavit – A legal document stating that the performance of submitted equipment, apparatus, process or system meets the performance requirements of the Contract Documents.
- B. Warranty – A legal document certifying that if the equipment, apparatus, process or system fails in operation or performance for a given term, the manufacturer will be responsible for making all necessary repairs or replacements to meet operational or performance requirements.

1.3 SUBMITTALS – GENERAL

- A. Unless otherwise agreed upon by all parties, Submittals shall be submitted via e-mail in electronic PDF format. Submittals shall be made to the listed contacts for Owner and Engineer for the Project.
- B. Sequentially number each Submittal. Resubmittals are to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or Supplier, pertinent Drawings sheet number, pertinent detail number(s) from the Drawings, and Specifications section number, on each Submittal as appropriate.
- D. Owner is permitted to inspect and test materials, or require inspection or testing of materials, submitted for approval. Engineer is the sole judge if it is necessary that any material or equipment be inspected at the place of manufacture.

1.4 MANUFACTURER PERFORMANCE AFFIDAVITS

- A. When specified, Contractor shall provide a Performance Affidavit for the product or equipment listed.

- B. In the Performance Affidavit, each manufacturer shall certify to Contractor and Owner, jointly, that the Contract Documents have been examined and that the process or system offered will meet in every way the performance requirements set forth in the Contract Documents.
- C. Shop Drawings will not be reviewed prior to the receipt by Engineer of an acceptable Performance Affidavit.
- D. The Performance Affidavit must be signed by an officer (vice president or higher) of the basic corporation, partnership, or company manufacturing the equipment, and witnessed by a notary public.
- E. The Performance Affidavit shall be in the following format:

Addressed to: (Contractor) and (Owner)

Reference: (Contract Name)

Text: (manufacturer's name) has examined the Contract Documents and verifies that the (product) meets in every way the performance requirements and design specifications set forth in Section (s) _____ of the Contract Documents.

Signature: (Corporate officers - vice president or higher)

Notary: (Signature(s) must be notarized)

1.5 MANUFACTURER WARRANTY

- A. When specified, Contractor shall provide a Warranty for the product or equipment listed. The terms of the Warranty shall be included in the Submittal.
- B. The Warranty shall be provided for the length of time (term) specified in the Contract Documents and that term shall be clearly stated in the Warranty. If no term is specified, warranty shall be the manufacturer's standard, but not less than two (2) years.
- C. Any restrictions to the Warranty shall be clearly stated.
- D. Any conditions that would void the Warranty shall be clearly stated.
- E. The entity to be contacted to perform Warranty work shall be identified with complete contact information including address, telephone number for service, and e-mail address.

1.6 SUBMITTAL DEVIATIONS, SUBSTITUTIONS, AND "OR EQUAL"

- A. Identify deviations from the Contract Documents, where the Submittal meets

Contract requirements but cannot be provided exactly as specified:

1. Product or system limitations which may impact the performance of any part of the Work must be clearly stated in the cover documents.
 2. If the Submittal deviates from the requirements of the Specifications in any way, it shall be clearly marked in the Submittal and stated in the cover documents with justification, for evaluation by Engineer.
 3. Engineer shall evaluate all deviations and may determine that the Submittal should be classified as a substitution. Submittal must then meet the requirements in Section 01 25 13 Product Substitution Procedures.
- B. If the Shop Drawings contains any departures from the Contract requirements, the Submittal is a substitution and must meet the requirements of Section 01 25 13 Product Substitution Procedures. Submittals identified as substitutions are to be submitted in the same format as other Submittals.
- C. Where a Shop Drawings is submitted as an “or equal” the burden of proof that the Submittal is equal is on Contractor. In addition to other materials, Contractor shall furnish a listing of existing installations that the proposed equal may be reviewed, along with contact people at the existing installation.

1.7 SHOP DRAWINGS SUBMITTAL REQUIREMENTS

- A. Contractor shall submit for review, by Engineer, Shop Drawings for all fabricated work, manufactured items, equipment and material required to be furnished in the Contract and as required by the Specifications.
- B. Apply Contractor’s stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Project and Contact Documents. Stamp shall show the following information:

1. Shop Submittal Number _____
2. Deviations: None _____ As Listed _____
3. Reference Specification Number _____
4. Reference Drawing Number _____
5. Space Requirements: As Designed _____ As Listed _____

6. Representation is made to Owner and Engineer that Contractor has determined and verified all field measurements and quantities, field construction criteria,

materials, catalog numbers and similar data, that they have reviewed and coordinated the information in each Shop Drawings with the requirements of the Work and Contract Documents, and hereby approves this submittal.

Contractor _____

Signature _____

Date _____

1.8 SHOP DRAWINGS SUBMITTAL TECHNICAL CONTENT

- A. Shop Drawings Submittals shall be complete and accurate and shall include the following to indicate item-by-item compliance with the Contract Documents:
 - 1. Verbal descriptions.
 - 2. Descriptive data.
 - 3. Performance characteristics.
 - 4. Material specifications.
 - 5. Manufacturer's specifications.
- B. Submittal shall be clearly marked to allow identification of the specific products used. Catalog cuts showing information for more than one item on the page shall clearly indicate what items Contractor will be supplying under this Contract by clearly highlighting by applying unique color, arrows, or other identifying marks.
- C. Equipment manufacturers supplying equipment for the project shall examine the Drawings and Specifications pertaining to their particular equipment in order to be fully acquainted with the operating conditions to which the equipment will be subjected.
- D. Shop Drawings for each major component of a system or subsystem, and its appurtenances, shall be submitted under separate cover, but all Shop Drawings for equipment which is part of the same system or subsystem shall be submitted in the form of a package.
 - 1. If requested by Engineer, Contractor shall supplement the Submittals(s) by such data, as required, to demonstrate that the sizes, capacities, characteristics and/or performances of each component of a system or subsystem, are consistent (compatible) with each other and with the provisions of the Specifications, for said system or subsystem.
- E. The foregoing shall not relieve Contractor of any responsibilities under any

Warranty or Performance Affidavit specified herein.

1.9 SHOP DRAWINGS REVIEW

- A. Acceptance or approval of a Shop Drawings shall not relieve Contractor of any responsibilities under the Contract.
- B. Any fabrication, erection, setting or other work done in advance of the receipt of Shop Drawings returned by Engineer and noted as “REVIEWED” or “REVIEWED AS NOTED,” shall be entirely at Contractor’s risk.
- C. When a Shop Drawings Submittal is satisfactory to Engineer, the Submittal will be stamped “REVIEWED” or “REVISED AS NOTED”, be dated, and the Shop Drawings will be returned to Contractor by the same manner it was received.
- D. When a Shop Drawings Submittal is returned to Contractor “REVISED AS NOTED”, Contractor shall acknowledge in writing to Engineer that they will provide, as required, all items noted and further that these notations have been properly provided to Suppliers, Subcontractors, and manufacturers associated with the product’s Shop Drawings to assure compliance with Engineer’s review.
- E. When a Shop Drawings Submittal is deemed to be unsatisfactory to Engineer, the Submittal will be stamped “REVISE AND RESUBMIT” and Engineer will return the deficient Shop Drawings to Contractor by the same manner it was received, with the necessary corrections and changes indicated. Contractor shall make such corrections and changes as indicated and resubmit revised Shop Drawings for further review by Engineer. Contractor shall revise and resubmit the Shop Drawings as required by Engineer, until acceptance thereof is obtained.
- F. Should a Shop Drawings be unacceptable to Engineer, the Submittal will be stamped “NOT ACCEPTED” and Engineer will return the deficient Shop Drawings to Contractor in the same manner it was received. It will be Contractor’s responsibility to resubmit a Shop Drawings that complies with the Contract Documents and that is acceptable to Engineer.

1.10 POST-CONSTRUCTION SUBMITTALS

- A. All post-construction Submittals shall include a cover letter indicating the date of completion or Substantial Completion of the project, name of the Project, and identify Contractor, Engineer and Owner.
- B. Upon completion of the Work, Contractor shall submit a form of guarantee certifying all of the Work performed under their Contract, for a correction period of a minimum one-year term, unless otherwise specified in the Contract Documents.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 35 23
OWNER SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes minimum, general safety requirements instituted by Owner or general recommendations for safety at Owner's facilities.
- B. Where Owner's requirements conflict with OSHA Standards or Federal, State and Local health and safety requirements, the more stringent shall apply.
- C. Related Sections:
 - 1. Section 01 35 28 – Contractor's Health and Safety Plan

1.2 GENERAL

- A. No information listed shall relieve Contractor of their obligation to comply with requirements instituted by the Occupational Safety and Health Administration (OSHA) or any other Federal, State or Local health and safety regulations and requirements that apply to the Project.
- B. No information listed shall relieve Contractor of their sole responsibility for health and safety of all workers under their control. Contractor shall incorporate requirements from this section, as appropriate, into the Contractor's Health and Safety Plan, prepared and submitted in accordance with Section 01 35 28 Contractor's Health and Safety Plan.
- C. All work areas should be reviewed by Contractor to determine safety requirements for all workers under the control of Contractor, regardless of designation or lack of designation by Owner.

1.3 Personal Protective Equipment (PPE)

- A. Owner requires the use of the following PPE when working in process areas of the facility:
 - 1. Safety shoes
 - 2. Safety helmet/hard hat
- B. Owner recommends the use of the following PPE:
 - 1. Eye protection in process areas or when coming into contact with wastewater or wastewater solids.

2. Ear protection in areas with greater than 70dB of noise.
 3. Masks or face shields as appropriate for the work being performed or when coming into contact with wastewater or wastewater solids.
 4. Gloves as appropriate for the work being performed or in the solids handling or chemical storage areas of facilities. Latex gloves or similar level protection is recommended when coming into contact with wastewater or wastewater solids.
 5. Waterproof or chemical resistant material body protection, such as rubber, plastic or Tyvek suits, boots, gloves, or waders, when a body part must be submerged in wastewater or wastewater solids.
- C. All PPE must be supplied by Contractor and comply with appropriate regulations.

1.4 EVACUATION PLAN

- A. Contractor shall familiarize themselves with the posted evacuation plan at the facility at which the Work is located. Contractor shall notify Engineer if such a plan cannot be located or if the Work prevents Contractor from carrying out the plan as designated.
- B. Contractor shall identify the nearest exit from the facility in the event of an emergency which requires evacuation.
- C. Contractor shall notify Engineer or Owner whenever present at a facility in case of emergency.

1.5 EMERGENCY SERVICES

- A. Contractor shall identify emergency services in close proximity to the Site and how to request services. These services include, without limitation, police, fire and medical. Contractor shall notify Engineer or Owner if services cannot be identified and information will be provided.
- B. Contractor shall retain the address of the work site, as identified in the Contract Documents, to appropriately direct services in the event of an emergency.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 35 28
CONTRACTOR'S HEALTH AND SAFETY PLAN

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes administrative requirements for Contractor's plan to comply with health and safety regulations instituted by the Occupational Safety and Health Administration (OSHA) and any other Federal, State or Local health and safety regulations and requirements that apply to the Project.
- B. Contractor is solely responsible for all site safety. Contractor's equipment and methods of operation shall be in full compliance with OSHA Standards and satisfy all Federal, State and Local health and safety regulations and requirements, regardless if they are explicitly stated in the Contractor's Health and Safety Plan. Contractor will be solely responsible for his safety program and the coordination of such with all persons and companies under his control.
- C. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures

1.2 DEFINITIONS

- A. Contractor's Health and Safety Plan – A plan written and administered by Contractor to identify and explain the policies and procedures of Contractor with regard to the health and safety of those under their control when working at the Site or on components of the Project.
- B. Confined Space Entry Plan – A plan, that may be a component of the Contractor's Health and Safety Plan, that addresses requirements for entry into a confined space, as defined in applicable regulations.
- C. Safety Officer – The person(s) identified in Contractor's Health and Safety Plan as responsible for ensuring that all workers under the control of Contractor understand, are trained in, and adhere to the requirements in that Contractor's Health and Safety Plan. This officer must be an employee of, company contracted by, or otherwise under the control of Contractor.

1.3 HEALTH AND SAFETY – GENERAL

- A. OSHA administers and enforces regulations and requirements related to construction health and safety, generally included in 29 CFR 1926. Contractor must refer to the most recent regulations when creating a Contractor's Health and Safety Plan.

- B. Owner may identify areas of the Site or components of the Work that are of particular concern. Contractor shall evaluate all areas and components involved in the Work and independently determine what precautions are necessary for workers under their control.
- C. Owner's operations generally deal with industrial, municipal and residential wastewater. Wastewater is known to contain viruses, compounds, and chemicals. Contact with wastewater should be considered when creating the Contractor's Health and Safety Plan.
- D. First aid facilities must be provided at the Site for workers that are injured in connection with the Work, for general minor injuries, and for potential project-specific injuries based on hazards identified. Contractor shall supply all necessary requirements of OSHA regulations. At a minimum, Contractor shall have supplies and facilities to:
 - 1. Clean and sanitize minor injuries.
 - 2. Treat and cover minor cuts.
 - 3. Treat minor burns.
 - 4. Reduce swelling due to injuries.
 - 5. Wash chemicals or particles from eyes.
 - 6. Protect personnel administering first aid or CPR, with appropriate PPE such as gloves, mask, breathing barrier.
 - 7. Prevent progression of effects from excessive heat or cold, if identified as a risk.

1.4 PLAN REQUIREMENTS

- A. Contractor's Health and Safety Plan shall be specific to the Project and include identified hazards and precautions for the Site.
- B. Contractor shall submit a Confined Space Entry Plan, either as part of the Contractor's Health and Safety Plan or as an independent document.
 - 1. The Occupational Health and Safety Administration (OSHA) defines different types of confined spaces. Contractor must refer to the most recent regulations when determining if an area is a confined space.
 - 2. Contractor shall comply fully with the rules and regulations as stated in OSHA 29 CFR 1910, Subpart AA of 29 CFR 1926 and any other applicable regulation.

3. Owner may identify areas that could be considered confined spaces. Contractor shall evaluate all areas involved in the Work and independently determine what precautions are necessary for workers under their control.
 4. Owner's operations generally deal with industrial, municipal and residential wastewater. Wastewater is known to contain viruses, compounds, and chemicals. Such materials may become concentrated in a confined space.
 5. Contractor shall complete the Confined Space Program Certification in the Proposal section when submitting their bid, certifying that Contractor has established a Confined Space Program which conforms to OSHA 29 CFR 1910 and OSHA Subpart AA of 29 CFR 1926 and that full implementation of Contractor's Confined Space Entry Plan is a requirement of this Contract.
 6. Review or acceptance of the Confined Space Entry Plan shall not relieve Contractor of any responsibilities related to the health and safety of the workers under their control. Engineer, in reviewing or accepting a Contractor's Confined Space Entry Plan, is not approving the content of the Plan. Engineer may request additional information if the submitted plan does not appear to contain policies and procedures sufficient to protect health and safety.
 7. If Engineer or Owner should question a method utilized in the Contractor's Confined Space Entry Plan, Contractor will be required to obtain a written response from OSHA which will determine if the procedure does or does not satisfy the requirements of OSHA 29 CFR 1910 and Subpart AA of 29 CFR 1926. Failure by Contractor to undertake the necessary steps to produce a written response from OSHA may delay the processing of the monthly payment estimate(s).
 8. Contractor and their Safety Officer shall be on-site to ensure that the Work is carried out in accordance with their Confined Space Entry Plan and OSHA, or any other applicable regulations.
 9. Contractor shall inform Engineer and Owner of any changes to the submitted Confined Space Entry Plan.
- B. References to written OSHA regulations shall be included.
- C. Requirements for submitting documents is contained in Section 01 33 10 Submittal Procedures.
- D. Contractor's Health and Safety Plan must be submitted and accepted before any work can take place on the Site.

1.2 PLAN REVIEW

- A. Engineer, in reviewing or accepting a Contractor's Health and Safety Plan, is acknowledging the policies and procedures of Contractor but is not determining the compliance of such a plan with any regulatory requirements. Contractor is responsible for ensuring compliance with regulations.
- B. Engineer, in reviewing or accepting a Contractor's Health and Safety Plan, is not approving the content of the Plan. Engineer may request additional information if the submitted plan does not appear to contain policies and procedures sufficient to protect health and safety.

1.3 PLAN ADMINISTRATION

- A. All persons under control of Contractor, including supervisory and all levels and types of workers, shall be trained in the submitted Contractor's Health and Safety Plan.
- B. All safety equipment such as harnesses, protective clothing, respiratory, air monitoring, ventilating, and similar apparatus for activities associated with construction or testing of the Work shall be provided by Contractor.
- C. If Engineer or Owner should question a method utilized in the Contractor's Health and Safety Plan, Contractor will be required to obtain a written response from OSHA which will determine if the procedure does or does not satisfy the requirements of OSHA 29 CFR Part 1926. Failure by Contractor to undertake the necessary steps to produce a written response from OSHA may delay the processing of the monthly payment estimate(s).
- D. Contractor shall inform Engineer and Owner of any changes to the submitted Contractor's Health and Safety Plan.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 REPORTING

- A. Contractor shall promptly report, in writing to Engineer, all accidents which caused death, personal injury or property damage, whatsoever arising out of or in connection with the performance of the Work, whether on or adjacent to the Site.
 - 1. Contractor must give full details and statements of witnesses.

2. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or message to both Engineer and Owner.
3. If any claim is made by anyone against Contractor or their Subcontractor, Contractor shall promptly report the circumstances in writing to Engineer, giving full details of the claim, including the exact wording of the claim.

3.2 PLAN COMPLIANCE

- A. Contractor shall provide a safe environment for all persons entering the Site or completing the Work.
- B. Precaution shall be exercised at all times for the protection of persons (including employees) and property, and hazardous conditions shall be guarded against or eliminated.
- C. Contractor shall notify other Contractors, Engineer and Owner of any requirements that should be observed while the Work is in progress.
- D. The Safety Officer shall visit the Site to ensure all persons under the control of Contractor are following the Contractor's Health and Safety Plan and all applicable OSHA regulations.
- E. Any notification by Engineer or Owner requesting clarification of Contractor activities or actions of persons under Contractor's control, related to the Contractor's Health and Safety Plan, shall be addressed by the Safety Officer or his on-site representative.
 1. Notifications by Engineer or Owner do not relieve Contractor from complete responsibility for Contractor and Site health and safety.
 2. Notifications by Engineer or Owner do not determine compliance with the Contractor's Health and Safety Plan or any regulations but request clarification of Contractor's interpretation of the plan.

END OF SECTION

SECTION 01 35 43-13
ENVIRONMENTAL PROCEDURES FOR HAZARDOUS MATERIALS

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes environmental procedures for hazardous materials that are used in the course of the Work.
- B. This section does not include hazardous materials encountered on the Site.
- C. Related Sections:
 - 1. Section 01 35 28 – Contractor’s Health and Safety Plan

1.2 DEFINITIONS

- A. Hazardous Material – Any material containing hazardous properties or hazardous components as defined by the Occupational Safety and Health Administration (OSHA) or other regulatory agency.
- B. Hazard Communication Standard (HCS) – The standard, issued by OSHA, that provides guidance on classifying chemicals and communicating hazards.
- C. Safety Data Sheet (SDS) –A standard format of information from a chemical manufacturer, distributor or importer that explains the properties of each chemical; physical, health and environmental hazards; protective measures; and safety precautions for handling, storage and transportation, as required in the HCS.

1.3 ENVIRONMENTAL PROCEDURES – GENERAL

- A. OSHA administers and enforces regulations and requirements related to the hazard communications, generally included in 29 CFR 1910.1200. Contractor must refer to the most recent regulations when determining the applicability of the regulations to the materials at the Site.
- B. Owner may identify components of the Work that would be considered Hazardous Materials. Contractor shall evaluate all components involved in the Work and independently determine what precautions and communications are necessary.
- C. Contractor shall make all hazard communication information available to other Contractors, Engineer and Owner at all times.

- D. Owner's operations generally deal with industrial, municipal and residential wastewater. Wastewater is known to contain viruses, compounds, and chemicals but is not considered a hazardous material.
- E. First aid facilities provided for workers must include, to the extent possible, materials to stabilize injuries associated with hazardous materials. Refer to Section 01 35 28 Contractor's Health and Safety Plan.
- F. Known hazards and plans to mitigate hazards should be identified in the Contractor's Health and Safety Plan. Refer to Section 01 35 28 Contractor's Health and Safety Plan.

1.4 HCS REQUIREMENTS

- A. Contractor shall determine the Hazardous Materials involved in the Work and determine the communication requirements.
- B. SDSs shall be kept and maintained according to regulation.
- C. Workers must be trained on the handling and use of any Hazardous Materials involved in their work.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 HCS MAINTENANCE

- A. Contractor shall maintain the inventory of SDSs and any other hazard information throughout construction. This shall be available at all times.
- B. No materials shall be brought onto the Site without the accompanying SDS.
- C. Contractor shall notify other Contractors, Engineer and Owner of any Hazardous Materials in use throughout the progress of the Work.
- D. Contractor is responsible to train and educate all persons under their control as to any Hazardous Materials and any hazards present as a result.
- E. Contractor shall supply the necessary equipment, materials, and personal protective equipment throughout construction to mitigate hazards.

END OF SECTION

SECTION 01 41 05 REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes references to federal, state and local regulations, information on requirements included in regulations and associated permitting.
- B. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures
 - 2. Section 01 35 28 – Contractor's Health and Safety Plan
 - 3. Section 01 35 43-13 – Environmental Procedures for Hazardous Materials

1.2 ABBREVIATIONS

- A. CFR – Code of Federal Regulations
- B. OSHA – Occupational Safety and Health Administration

1.3 OSHA REQUIREMENTS

- A. OSHA administers and enforces regulations and requirements related to construction health and safety, generally included in 29 CFR 1926 and 29 CFR 1910. Contractor must comply with the most recent regulations. OSHA Requirements include, without limitation, the following provisions:
 - 1. General provisions including, without limitation, training, reporting of injuries, medical attention, fire prevention, housekeeping, personal protective equipment (PPE), employee records, and emergency action plans.
 - 2. Occupational health and environmental concerns including, without limitation, sanitation, noise exposure, radiation, ventilation, communication, and hazardous chemicals and waste.
 - 3. Personal protective and life saving equipment including, without limitation, criteria for PPE, foot protection, electrical protective equipment, head protection, hearing protection, eye and face protection, respiratory protection, safety belts, safety nets, and working over or near water.
 - 4. Fire protection and prevention including, without limitation, fire protection, fire prevention, flammable liquids, and temporary heating devices.
 - 5. Accident prevention signs and tags.

6. Materials handling, storage, use and disposal.
7. Hand and power tools.
8. Welding and cutting.
9. Electrical including, without limitation, wiring design and protection; wiring methods, components, and equipment; specific purpose equipment and installations; hazardous locations; lockout and tagging of circuits; environmental deterioration of equipment; and batteries and battery charging.
10. Scaffolds and fall protection.
11. Helicopters, hoists, elevators and conveyors.
12. Motor vehicles, mechanized equipment and marine operations.
13. Excavations including, without limitation, specific excavation requirements, requirements for protective systems, soil classification, sloping and benching, shoring for trenches, and selection of protective systems.
14. Concrete and masonry construction including, without limitation, requirements for equipment and tools, cast-in-place concrete, precast concrete, lift slab operations, and masonry construction.
15. Steel erection.
16. Underground construction, caissons, cofferdams, and compressed air.
17. Demolition.
18. Blasting and the use of explosives.
19. Electrical power transmission and distribution including, without limitation, medical services, enclosed spaces, PPE, portable ladders and platforms, power equipment, live-line tools, materials handling and storage, working near energized parts, de-energizing lines and equipment, grounding protection, testing, overhead lines, underground installations, and substations.
20. Rollover protective structures and overhead protection.
21. Stairways and ladders.
22. Toxic and hazardous substances.
23. Standard interpretations.

- B. Contractor must explicitly state how they will comply with OSHA's requirements. Refer to Section 01 35 28 Contractor's Health and Safety Plan.
- C. Contractor must identify confined spaces and comply with rules and regulations related to confined space entry. Refer to Section 01 35 28 Contractor's Health and Safety Plan.
- D. Contractor must provide safety data sheets for hazardous chemicals used in the Work. Refer to Section 01 35 43-13 Environmental Procedures for Hazardous Materials.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 41 27 DUST CONTROL

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements for controlling dust from construction activities including grinding and earthmoving.
- B. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures
 - 2. Section 01 41 05 – Regulatory Requirements

1.2 GENERAL

- A. Contractor shall comply with all applicable regulations and standards related to silica dust.
- B. Contractor shall implement all necessary provisions to prevent particles from becoming airborne.
 - 1. Contractor shall provide water for spraying down materials that could contain or become airborne particles.
 - 2. Outdoor dust generating work shall be avoided on high wind days.
 - 3. Loose materials, such as soil, shall be covered when not in use.
- C. Contractor shall implement all necessary provisions to prevent dust, soil or particle transfer from the construction site to adjacent areas.
 - 1. Provide barrier protection at the entrance to the construction area.
 - 2. Wash down vehicles to remove dust before leaving the job site. When washing down vehicles, avoid stormwater system pollution
 - 3. Contain demolished materials with covering or netting when necessary to prevent dust generation.
- D. At the end of each work day, the Site shall be cleaned to avoid transfer of materials outside the work area.

1.3 NEW YORK STATE LABOR LAW REQUIREMENT

- A. If, in carrying out this Contract, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, then the Contractor agrees to install, maintain and effectively operate such appliances and methods during the life of this Contract; and in case of failure of compliance of Contractor as provided by Section 222a of the Labor Law, its Contract shall be void.

1.4 DUST CONTROL MATERIALS

- A. The use of any petroleum products or the use of calcium chloride for dust control is strictly prohibited.
- B. Water should be used, whenever possible, for dust control.
- C. Any other chemicals or liquids, other than pure water, proposed for use in controlling dust must be submitted and approved. Refer to Section 01 33 10 Submittal Procedures.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 DUST CONTROL

- A. When directed by Engineer, the contractor shall apply water where directed, in such quantities and at such frequencies as may be required, to control dust and prevent it from becoming a nuisance to the surrounding area.
 - 1. All roads must be maintained dust free at all times.
 - 2. Daily cleaning will be required.
 - 3. Any damage caused by dust from Contractor's operation shall be remedied at his expense.
- B. Contractor shall avoid driving any vehicle on materials that could become easily airborne until water can be applied to the materials.
- C. Dust generating work shall be restricted when conditions will cause excessive amounts of dust to become airborne.

END OF SECTION

SECTION 01 51 05
TEMPORARY UTILITIES (SHORT FORM)

PART 1 GENERAL

1.1 SUMMARY

A. This section includes requirements for Contractor utilities during construction, requirements for Owner's operations during construction, where applicable, and restrictions on the use of Owner's utilities.

B. Related Sections:

1. None

1.2 GENERAL

A. The Contract Documents will state if Owner utilities are available for Contractor use. If not stated, Contractor shall assume that utilities necessary to perform the Work shall be provided by Contractor.

B. Removal of temporary facilities shall be by Contractor that installed or used it.

C. If, in the opinion of Engineer, the facilities provided are inadequate, Contractor will not be permitted to proceed with any portion of the Work affected thereby until adequate facilities are installed.

1.3 USE OF OWNER UTILITIES

A. Owner utilities may only be used when indicated by the Contract Documents or with written permission.

B. Use of Owner utilities by Contractor for equipment or other items not involved in the Work is prohibited.

C. Contractor shall monitor and minimize their use of Owner utilities.

D. Contractor use of Owner utilities shall not interfere in any way with Owner's operations. Contractor shall not disconnect any Owner equipment or facilities without written permission.

E. Where possible, Contractor shall use the heating and cooling already present at existing facilities for work that requires a minimum or maximum temperature for proper curing, drying or maintenance. Owner heating or cooling equipment usage may only be increased, beyond current set points, when indicated by the Contract Documents or with written permission.

- F. Ventilation present at existing County facilities shall not be used in such a way that would damage the equipment or facilities or cause improper dispersion of harmful compounds.
- G. Contractor is responsible to determine if the Work in existing facilities requires ventilation in addition to any that may be present or provided by Owner.
- H. Available water in Owner facilities should be used in association with the Work. Whenever possible, plant or service water shall be used in lieu of potable water where it is available.

1.4 TEMPORARY ELECTRICITY AND LIGHTING

- A. The installation and meters for temporary electricity shall remain in place until completion of the Project, at which time they shall be removed.
- B. All wiring for electrical power shall be installed and maintained in conformance with the National Electrical Code (NEC), and accepted practices as ordered or approved, and at all points securely fastened in place. Unless otherwise approved, circuits for power and lighting shall be separate.
- C. Continuity of power to and lighting for Owner's facilities must be maintained at all times, unless otherwise indicated in the Contract Documents or approved in writing.
- D. Where stated in the Contract Documents, Contractor or Electrical Contractor, if more than one Contract is included in the Project, shall be required to supply temporary electrical power and lighting when the Work will cause power interruptions to critical operations.
- E. Any anticipated electrical power interruptions required by the Work, whether stated in the Contract Documents or not, shall be included in the Construction Schedule with anticipated length of outage. All outages must be approved in advance.
- F. When the Work performed by Contractor interrupts or causes loss of power to Owner's facilities, Contractor or Electrical Contractor, if more than one Contract is included in the Project, shall provide temporary power and lighting to Owner's facilities until power is restored.
- G. Temporary receptacles, fixtures, and controls shall be standard products, meeting UL standards.
- H. If an area will not be illuminated or if lighting is insufficient to ensure personal safety, that area shall be roped off to prevent access.
- I. Power generators must meet all current emissions and regulatory standards, have

sound attenuation or be placed in an area approved by Engineer and Owner, and be supplied with all the necessary fuel. Generators may only be operated with the Contractor present, unless otherwise indicated on the Contract Drawings or approved in writing.

1.5 TEMPORARY HEATING, COOLING AND VENTILATION

- A. Contractor shall provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of temperatures and humidity.
- B. Selected equipment shall not have a harmful effect on completed installations or elements being installed.
- C. For temporary use, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control. Unit shall be listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
- D. Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- E. Temporary ventilation shall be provided according to regulatory requirements or manufacturer's recommendations for equipment used during construction and chemical or material application. Where these requirements conflict, the more stringent shall apply.

1.6 TEMPORARY FIRE PROTECTION

- A. Install and maintain temporary fire protection facilities needed to protect against reasonably predictable and controllable fire losses in accordance with National Fire Protection Association 241.
- B. Prohibit smoking in hazardous fire-exposure areas.
- C. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to the most recent requirements. Have fire extinguishers on hand for these fire sources.

1.7 TEMPORARY WATER

- A. Contractor shall provide drinking water, sufficient to meet the needs of all workers under their control. Extra water shall be provided during hot weather.

- B. Temporary fixtures, hoses, and controls shall be standard products, meeting applicable UL and ASTM standards.
- C. Water service is necessary for certain Owner facilities and operations. Where indicated in the Contract Documents, Contractor shall maintain water to those areas and operations at all times, unless otherwise approved in writing.
- D. Contractor shall provide water for Owner facilities and operations when work being performed under their Contract will cause a loss of water, unless otherwise approved in writing.

1.8 SANITARY FACILITIES

- A. Contractor shall provide a sanitary facility (toilet) in accordance with the minimum OSHA Safety and Health requirements. No bathroom facilities will be available for Contractor use from Owner.
- B. At a minimum, Contractor shall provide:
 - 1. Toilet facilities with toilet paper.
 - 2. Water and cleanser or soap for washing.
 - 3. Antibacterial gel or liquid for sanitizing hands.
- C. Upon completion and acceptance of the Project, Contractor shall remove the facilities from the Site and, unless otherwise directed, shall restore all areas affected by installation to a condition equal to or better than that which existed before installation.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 55 10
VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations for access and parking at the Site for vehicles and other motorized equipment.
- B. Related Sections:
 - 1. Section 01 14 17 – Coordination with Owner’s Operations
 - 2. Section 01 14 19 – Use of Site

1.2 GENERAL

- A. Contractor shall provide and maintain access to fire hydrants free of obstructions.
- B. Contractor must provide access to all emergency vehicles including, without limitation, ambulances, police cars, and firefighting vehicles and equipment, traveling through or stopping at any part of the Site and will yield, to these vehicles and cease construction activities, as necessary.
- C. Contractor shall maintain the access and parking in such a condition and conduct operations in such a manner that snow and ice are controlled when necessary, and in such a manner that proper drainage is provided.
- D. Contractor shall clean and restore paving and other site features after construction use.

1.3 ACCESS

- A. Contractor shall only access the Site at authorized locations. General access locations shall be determined prior to any work being performed at the Site. Written authorization shall be obtained for any other required access.
- B. All existing roads, streets, sidewalks, and traffic ways shall be kept open for the passage of traffic and pedestrians during the construction period unless otherwise approved by Owner, Engineer, or authority having jurisdiction over same.
- C. Owner may need to use access roads for ongoing operations while the Work is being performed. Refer to Section 01 14 17 – Coordination with Owner’s Operations for additional information.

1.4 PARKING

- A. Contractor parking shall only occur in authorized areas. Parking areas shall be determined prior to any work being performed at the Site.
- B. Contractor equipment shall not be placed or stored in areas designated for vehicle parking.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 61 00
COMMON PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements for products incorporated into the Work by Contractor.
- B. Related Sections:
 - 1. Section 01 25 13 – Product Substitution Procedures
 - 2. Section 01 33 10 – Submittal Procedures

1.2 GENERAL

- A. Products shall not contain or produce materials that are known as hazardous, noxious, or harmful in nature. If design warrants such a product, hazards shall be fully disclosed when submitting a shop drawing for the product under Section 01 33 10 Submittal Procedures.
- B. Where specific products are not specified, provide standard products of types and kinds that are suitable for the intended purposes and that are usually and customarily used on similar projects under similar conditions. If standard products cannot be determined or if more than one standard product is available, Contractor shall verify use of any product with Engineer.

1.3 SOURCES OF MATERIALS

- A. Upon request, Contractor shall furnish Engineer, in writing, the names and addresses of manufacturers or dealers from whom Contractor intends to secure materials.
- B. Any material ordered or delivered at the Site without prior approval is subject to rejection. Awards made by Contractor and proceeding with work under any item without satisfactory review of the materials, manufacturer or vendor by Engineer is at Contractor's own risk.
- C. Engineer's satisfactory review, when given, will be only on the basis of the manufacturer's experience and similar considerations specified herein, and will in no way imply that the material or equipment submitted will be satisfactory unless full compliance with the Contract Documents is demonstrated to Engineer's satisfaction through the submittal process outlined in Section 01 33 10 Submittal Procedures.

- D. All products and materials used in the Work shall be new stock or procured for this Project; refurbished or salvaged materials shall not be permitted.
- E. To the fullest extent possible, provide products of the same kind from a single source. Products required to be supplied in quantity shall be the same product and interchangeable throughout the Work. When options are specified for the selection of any of two or more products, the product selected shall be compatible with products previously selected.

1.4 COMPATIBILITY

- A. All supplied materials shall be compatible. If specified materials are not compatible, Contractor will notify Engineer.
- B. If a Substitution is approved in accordance with Section 01 25 13 Product Substitution Procedures, all installation procedures, associated materials and equipment shall be provided to be compatible with the substitution. It is Contractor's responsibility to ensure compatibility.
- C. Contract Documents will indicate the basis of design. Dimensions and other physical characteristics may slightly vary depending on manufacturer submitted. It is Contractors responsibility to identify the differences and adjust the Work accordingly or submit modifications for approval. Contractor shall be responsible for the cost of all modifications for materials that were not the basis of design, unless otherwise stated in the Contract Documents, the basis of design equipment or materials were not available, or their use was determined to be detrimental to the project by Engineer.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 74 10
CLEANING AND WASTE MANAGEMENT

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements for progress cleaning, site management, construction waste management and disposal and final cleaning at the Site.
- B. Related Sections:
 - 1. Section 01 35 43-13 – Environmental Procedures for Hazardous Materials
 - 2. Section 01 77 23 – Post Final Inspection

1.2 GENERAL

- A. Contractor is responsible for progress cleaning, construction waste management and disposal, and final cleaning related to, without limitation:
 - 1. Any area of the site where the Work is in progress or completed.
 - 2. Facilities in use by Contractor, including Owner's facilities.
 - 3. Areas of the site where those under the control of Contractor park, congregate or otherwise use the Site.
 - 4. Areas of the Site used by Contractor for access.
- B. During construction of the Work, Contractor shall remove material, debris and rubbish if directed by Engineer or Owner.
- C. Contractor shall remove all surplus materials and temporary structures when no longer in use.
- D. Off-site disposal of construction and demolition debris shall be handled in accordance with all applicable regulations. In no case shall such debris be disposed of in water bodies, flood plains or wetlands.
- E. Contractor shall provide the appropriate containers for construction waste and those shall be the only containers used by Contractor, unless otherwise agreed to in writing.
- F. Materials on site that have an SDS as described in Section 01 35 43-13 Environmental Procedures for Hazardous Materials shall be disposed of in accordance with the SDS.

1.3 FINAL CLEANING

- A. Prior to the inspection described in Section 01 77 23 Post Final Inspection, the Work and the Site shall be cleaned and all excess materials shall be removed from the Site. Remove dirt, dust, litter, corrosion, solvents, discursive paint, stains, and extraneous markings from all areas of and components included in the Work.
- B. At the conclusion of the Work and before final payment, all equipment, tools, temporary structures, and materials belonging to Contractor shall be removed from the Site. All water, dirt, rubbish, or any other foreign substances shall be removed and properly disposed of.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 77 23
POST-FINAL INSPECTION

PART 1 GENERAL

1.1 SUMMARY

- A. This section describes requirements after the final inspection.

1.2 GENERAL

- A. Acceptance of the Work by Owner's representative during the Work, or Engineer during final inspection, shall not relieve Contractor from their obligation to complete all work included in the Contract.
- B. Following the final inspection, Contractor shall promptly remove from the premises all defective work, determined by Engineer in the final inspection as failing to conform to the Contract.
- C. Contractor shall bear the expense of correcting work damaged or destroyed by any worker under their control at any point during the Work, including damage due to removal of defective work and any damage after final inspection.
- D. Contractor shall promptly complete remaining work identified by Engineer in the final inspection, in accordance with the Contract.
1. Owner's representative must be present to witness correction or completion of remaining work, unless otherwise approved in writing.
 2. Engineer will determine if remaining work has been completed in accordance with the Contract Documents.
 3. Final paperwork will not be issued until all Contract work is complete, as determined by Engineer.
- E. Neither final inspection, nor issuance of the final certificate or payment, nor any acceptance of the Work, shall relieve Contractor of responsibility correcting any defective work associated with the Contract or supplying work not yet completed.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 09 91 00 PAINTING

PART 1 -- GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor shall be held to have read all Bidding Requirements including Divisions of the Technical Specifications before submitting a Bid Proposal for the work, and in the execution of the work, they will be bound by all of the conditions and requirements therein.

1.2 SUMMARY

- A. Furnish and install all labor, materials, equipment, and incidentals required to complete all work shown on the drawings and as specified herein.
- B. Work in this Section includes, but is not limited to the following:
 - 1. Cleaning, preparing, and coating the interior surfaces of the DAF Thickener Tank 2 (east), also known as the Floatation Thickener (FT) tank. The coating product must be epoxy based and suitable for intended use of municipal sanitary wastewater. Reference Section 01 11 43 Scope of Work for details and see Exhibit C for as-built drawing.
 - 2. All necessary preparation work required to complete coating and finishing work in accordance with the documents and the manufacturer's recommendations for the products being used.

1.3 COORDINATION

- A. Coordinate all work indicated in this section with all work included and specified elsewhere in the project. This includes, but not is limited to related items in Specification Sections: 01 14 17 Coordination with Owners Operations, 01 14 19 Use of Site.
- B. Coordinate all work to be performed with actual field and project conditions. At a minimum, Contractor should perform the following tasks prior to submitting bids or shop drawings for the project:
 - 1. Perform field investigations to determine all necessary incidental items which will be required for complete and proper installation of all work. Verify all items affecting the bid price prior to bidding.
 - 2. Perform all necessary field measurements.
 - 3. Attend prebid site visit to assure proper coordination and installation of all related work included in the project.
 - 4. Review preconstruction asbestos and lead based paint inspection report located in Appendix B.

1.4 SUBMITTALS

- A. Submit the manufacturer's catalog Product Data Sheets for each and every product specified in this section. Installation instructions should be included.
- B. Samples: Manufacturer's color charts and small scale samples consisting of units or sections of units showing the full range of colors, textures, and patterns available for each finish choice indicated.
- C. Test Reports: When requested the Contractor shall submit to the Engineer copies of selected test reports verifying performance criteria are met.

1.5 QUALITY ASSURANCE

- A. Qualifications: The Contractor is to have satisfactorily performed work of similar scope on projects of similar type for a minimum of 3 years. Contractor must be trained or certified by the manufacturer for the product they are using and documentation provided to the Engineer.
- B. Samples for Verification: of each color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate.
 - 1. Provide stepped samples, defining each separate coat, including block fillers and primers. Use representative colors when preparing samples for review. Resubmit until required sheen, color, and texture are achieved.
 - 2. Provide a list of materials and applications for each coat of each sample. Label each sample for location and application.
- C. Source Limitation: Obtain block fillers, primers, and undercoat materials for each coating system from the same manufacturer as the finish coats.
- D. Deliver materials to the project site in manufacturer's original, unopened packages and containers bearing manufacturer's name and label.
- E. Store materials not in use in tightly covered containers in a well ventilated area at a minimum ambient temperature of 45 deg F. Maintain containers in clean condition, free of foreign materials and residue. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily.
- F. Tints/Colorants Shall Add No VOC.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Deliver materials in original, unopened packages with manufacturer's labels intact and clearly identifying products.
- B. Store materials inside and under cover, keep them dry and protected from the weather, direct sunlight, contamination, damaging temperatures, and damage from construction traffic and other causes.
- C. Storage at Site - Store where directed. Storage space is to be kept clean and accessible at all times. Oily rags are to be removed from premises at close of each day's work. Take all precautions to avoid damage by fire.
- D. Coating Maintenance Manual: Upon conclusion of the project, the Contractor or paint supplier/manufacturer shall furnish a coating maintenance manual, such as the Sherwin Williams "Custodian Project Color and Product Information" report or equal. Manual shall include an Area Summary with finish schedule, Area Detail designating where each product/color/finish was used, product data pages, Material Safety Data Sheets, care and cleaning instruction, touch up procedures and color samples of each color and finish used.

1.7 PROJECT CONDITIONS

- A. Environmental Limitations: Painting/coating not done in weather or temperature unsuitable for a proper job. Minimum surface temperature to be 50 deg F or higher if specified by the coating manufacturer. Atmosphere free from dirt and dust, prevent lodgment of foreign matter in fresh paint or product.

PART 2 -- PRODUCTS

2.1 MANUFACTURERS

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers that may be incorporated into the work include, but are not limited to, the following:
- B. Manufacturers: Subject to the minimum material standards of the named products, provide products of similar detail and performance as manufactured by one of the following:
 - 1. Standard paint and finish materials:
 - a. PPG - "Basis of Design"
 - b. Sherwin Williams
 - c. or approved equal
- C. Before ordering painting/coating materials, the Contractor shall review with the Engineer all materials for each application prior to ordering, to verify proper material, usage and coverage.

2.2 MATERIALS

- A. Material Compatibility: Provide block fillers, primers, undercoats, and finish coat materials that are compatible with one another and the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by the manufacturer for the application indicated (DAF thickener tank for sanitary wastewater). Paint-material containers not displaying manufacturer's product identification will not be acceptable.
 - 1. Proprietary Names: Use of manufacturer's proprietary product names to designate colors or materials is not intended to imply that products named are required to be used to the exclusion of equivalent products of other manufacturers. Furnish manufacturer's material data and certificates of performance for proposed substitutions.
- C. Number of Coats: This is to be applied on all the interior surfaces of the DAF tank 2. Unless otherwise indicated thickness (or number of coats) to be applied for each individual product specified are as follows:
 - 1. Primers:
 - i. PPG: 1 coat Aquatapoxy 190 (8.0 – 10.0 mils dry film thickness)
 - ii. Sherwin Williams: 1 coat Sher-Glass FF (15-20 mils dry film thickness)
 - iii. Or approved equal
 - 2. Intermediary Coat:
 - i. PPG : Stripe Coat- Aquatapoxy 190 (5.0 – 7.0 mils dry film thickness)
 - ii. Sherwin Williams: Pit Filler/Resurfacer - 1 coat Steel-Seam FT910 Epoxy Patching and Surface Compound Resin (40 mils dry film thickness)
 - iii. Or approved equal

3. Top Coat:
 - i. PPG: 1 coat Raven 405 Epoxy (60-80 mils dry film thickness)
 - ii. Sherwin Williams: 1 coat Sher-Glass FF (15-20 mils dry film thickness)
 - iii. Or approved equal
- D. Interior Work: Refer to paragraph "C" above for thickness/number of coats
 1. Coated Steel DAF Thickener Tank 2:
 - a. Prepare steel with minimum surface prep per Steel Structures Painting Council's (SSPC) SP10. Remove all existing coatings, oil, grease, and rust to a near white metal blast finish.

PART 3 -- EXECUTION

3.1 GENERAL

- A. Examine substrates, areas, and conditions under which painting will be performed for compliance with paint application requirements. Do not begin to apply paint until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.
- B. Coordination of Work: Review other sections in which primers are provided to ensure compatibility of the total system for various substrates.
- C. Preparation: Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items already installed that are not to be painted. If removal is impractical or impossible because of the size or weight of the item, provide surface applied protective coverings.
- D. Cleaning: Before applying paint or other surface treatments, clean the substrates of substances that could impair the bond of the various coatings. Remove oil and grease before cleaning. Schedule cleaning and painting so dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
- E. Do not paint prefinished items, concealed surfaces, finished metal surfaces, operating parts, and labels. Do not paint over Underwriters Laboratories (UL), Factory Mutual (FM), or other code required labels or equipment name, identification, performance rating, or nomenclature plates.

3.2 PREPARATION

- A. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition. Mask off all areas not to be painted.
 1. Ferrous Metals: Clean ungalvanized ferrous metal surfaces that have not been shop coated; remove oil, grease, dirt loose mill scale, and other foreign substances. Use solvent or mechanical cleaning methods that comply with the SSPC recommendations.
 - a. Touch up bare areas and shop applied prime coats that have been damaged. Wire brush, clean with solvents recommended by paint manufacturer, and touch up with the same primer as the shop coat.
 2. Galvanized Surfaces: Clean galvanized surfaces with nonpetroleum based solvent so surface is free of oil and surface contaminants. Thoroughly clean of all foreign matter, grease, dust, dirt, etc., using a grease cutting detergent applied using power washing or hand washing methods as approved by Engineer. Washing is to be done prior to installations by all other trades which may become damaged by water. Contractor is responsible for clean up and removal of residual water. All surfaces to be completely dry prior to painting.

- B. Materials Preparation: Mix and prepare materials according to manufacturer's written instructions.
 - 1. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
 - 2. Use only thinners approved by paint manufacturer and only within recommended limits.

3.3 APPLICATION

- A. General: Apply paint according to manufacturer's written instructions. Use applicators and techniques best suited for substrate and type of material being applied.
 - 1. Paint colors, surface treatments, and finishes are indicated in the schedules.
 - 2. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, or conditions detrimental to formation of a durable paint film.
 - 3. Provide finish coats that are compatible with primers used.
 - 4. The term "exposed surfaces" includes areas visible when permanent or built in times are in place. Extend coatings in these areas, as required, to maintain the system integrity and provide desired protection.
 - 5. The thickness/number of coats indicated in Part 2 - products are the minimum required. Additional coats required for proper acceptable finish will be applied at the Contractors expense if workmanship is not acceptable after specified number of coats are applied.
- B. Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 - 1. The number of coats and the film thickness required are the same regardless of application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. If sanding is required to produce a smooth, even surface according to manufacturer's written instructions, sand between applications.
 - 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance. Give special attention to ensure edges, corners, crevices, welds, knots, and exposed fasteners receive a dry film thickness equivalent to that of flat surfaces.
 - 3. Allow sufficient time between successive coats to permit proper drying. Do not recoat surfaces until paint has dried to where it feels firm, does not deform or feel sticky under moderate thumb pressure, and where application of another coat of paint does not cause the undercoat to lift or lose adhesion.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate.
- E. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
- F. Preparation and application of concrete floor coating shall be done in strict accordance with the manufacturers' recommendations. Apply non-slip abrasive broadcast over first coat prior to application of second coat.

- G. Prime Coats: Before applying finish coats, apply prime coat(s) of material, as specified, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no bleed through or other defects due to insufficient sealing.

3.4 WORKMANSHIP

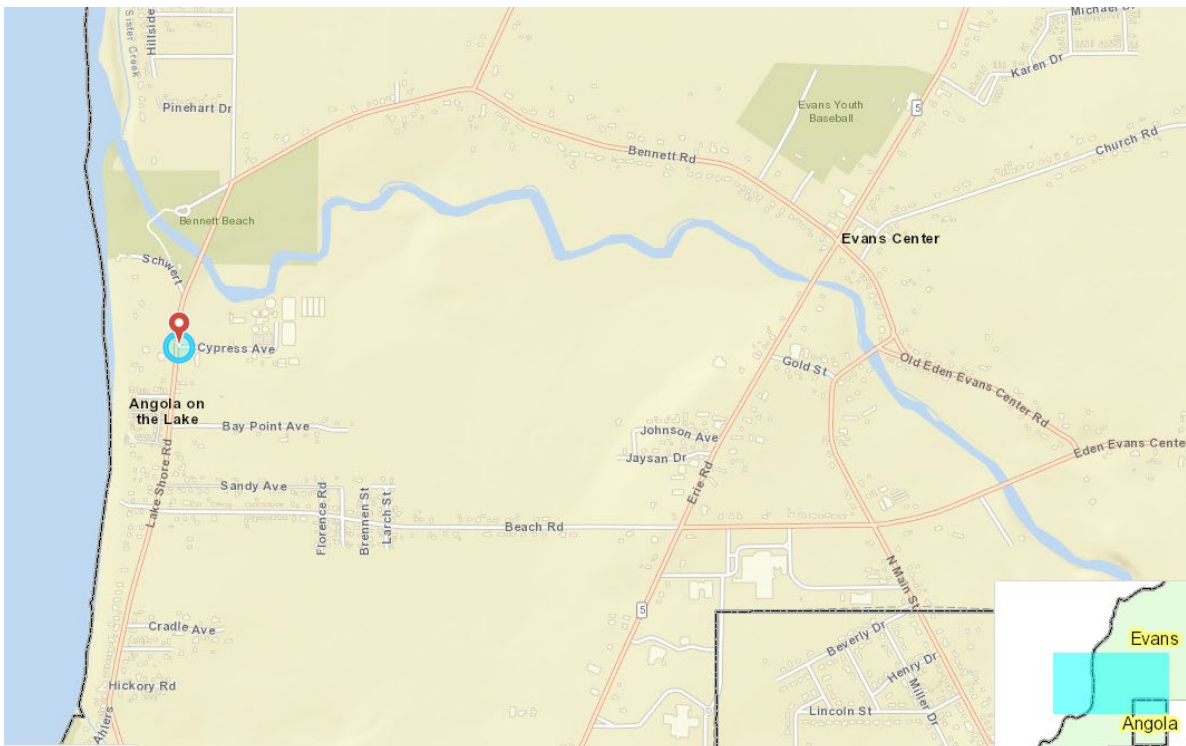
- A. Painting: Priming coats including back priming, are to be applied as soon as possible. No coats are to show brush marks. Shop coat on metal, applied by brush or spray, except where dipping specified or approved. If dipped it shall be uniform with no runs, skims, etc, succeeding coats not applied until preceding coat is dry and hard.
- B. All material applied under adequate illumination. Painting contractor is responsible to supply sufficient temporary lighting to perform work in the event permanent lighting is not operational at the time of painting.
- C. All coats thoroughly dry before applying succeeding coats.
- D. Concrete stair and floor coating application must be reviewed and tested by the manufacturers to confirm application meets design thicknesses indicated in this specification. Provide written confirmation of compliance by the manufacturer's representative.
- E. After coatings are completely dry/cured, a 24 hour water test must be completed per the Engineer. If the water test fails and leaks are present, Contractor will repair/recoat those areas until test passes.
- F. At acceptance of the work, Contractor must give a one (1) year warranty on workmanship in writing.

3.5 CLEANING AND PROTECTION

- A. Cleanup: At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from the site.
 - 1. After completing painting, clean glass and paint spattered surfaces. Remove spattered paint by washing and scraping. Be careful not to scratch or damage adjacent finished surfaces.
- B. Protect work of other trades, whether being painted or not, against damage by painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Architect.
- C. Provide "Wet Paint" signs to protect newly painted finishes. Remove temporary protective wrappings provided by others to protect their work after completing painting operations.
 - 1. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

END OF SECTION

**Erie County Sewer District No. 2 (ECSD 2)
Big Sister Creek Water Resource Recovery Facility (WRRF)
8443 Lakeshore Rd, Angola, NY
Dissolved Air Floatation (DAF) Thickener Tank 2 Coating
Contract 99 – Site Plan**



LIMITED REGULATED BUILDING MATERIALS INSPECTION

TECHNICAL MEMORANDUM

Location:

Big Sister Creek WRRF
8443 Lake Shore Rd
Angola, New York 14006

Prepared for:

Erie County Department of Public Works
Daniel Wierzba
95 Franklin Street, 14th Floor
Buffalo, New York 14202

LaBella Project No.

2233806.09

September 24, 2024





September 24, 2024

Erie County Department of Public Works
Daniel Wierzba
95 Franklin Street, 14th Floor
Buffalo, New York 14202

**RE: Limited RBM Inspection
Big Sister Creek WRRF
8443 Lake Shore Rd
Angola, New York 14006
LaBella Project #2223806.09**

Dear Mr. Wierzba:

In accordance with current regulations, LaBella Associates, D.P.C. (LaBella) was contracted to provide limited bulk sampling and lead paint testing in association with the Erie County Term Contract. The areas inspected were limited to the trusses, beam and columns within the Filtration building and the holding tanks in the Solid Handling building at Big Sister Creek WRRF in Angola, NY. Materials and locations understood to be impacted by this project were determined from information provided by Erie County Department of Public Works.

As such, LaBella's environmental team performed the following tasks in order to obtain information for this memorandum:

- No record drawings or documentation of previously completed inspections were made available.
- A visual inspection of impacted spaces and materials was conducted to identify visible and accessible sources of suspect materials. Photographs captured during this inspection are attached in Appendix C.
 - As necessary, LaBella sampled unreported hazardous materials, including asbestos-containing materials (ACM), lead-based paint, PCB-containing materials or equipment, and Mercury-containing equipment impacted by the project scope.
 - Suspect painted or glazed materials were spot checked in the field with an Olympus InnovX Delta Handheld XRF Lead Paint Analyzer utilizing testing procedures for the presence of lead.
 - Bulk samples of accessible suspect materials were collected and submitted for laboratory analysis.
- Results of the laboratory analyses, field testing and the visual on-site inspection were compiled and summarized.



FINDINGS

Asbestos-Containing Materials (ACMs)

Based on laboratory analyses of bulk samples collected, none of the materials tested were determined to contain asbestos. For a full list of materials sampled, please refer to the *Asbestos Bulk Sample Summary Table*.

PCBs

At the time of inspection, there were no suspect caulking/ glazing compounds or PCB-containing equipment identified.

Lead-Based Paint

Several representative painted and glazed surfaces were observed and tested for the presence of lead-based paint using XRF testing procedures. Based on XRF testing data, the following components were determined to be lead-based:

- Yellow painted metal railing and stairs on the Old FT.

For a full list of shots taken, please refer to the XRF Shots Summary Table in Appendix B.

In accordance with Environmental Protection Agency (EPA) protocols, no other materials were observed or tested which contain lead above the action level threshold of 1.0 mg/cm². However, contractors shall be aware that not all components were tested, and additional lead-based materials may exist within the building.

For purposes of reading this report, and understanding which wall or component in a particular space was sampled, walls were assigned the letters A, B, C, or D. The wall labeled as “A” is the address side of the building; walls B, C, and D will follow clockwise in succession.

Mercury-Containing Equipment (MCE)

No mercury-containing equipment was identified in the inspected areas.

SUMMARY

Although this inspection was conducted in a manner consistent with recognized professional practices, the potential does exist for additional ACMs to be inaccessible, hidden, and undiscovered in the inspected areas.

Please call me if you have any questions or need additional information. Thank you for the opportunity to provide environmental services to the Erie County Department of Public Works.

Respectfully submitted,

LABELLA ASSOCIATES, D.P.C.

Eric Miller
Environmental Project Manager



Appendix A: Asbestos Bulk Sample Summary Table
Appendix B: XRF Summary Table
Appendix C: Photos
Appendix D: Sample Location Drawing
Appendix E: Laboratory Analytical Report
Appendix F: Licenses & Certifications



**APPENDIX A:
ASBESTOS BULK SAMPLE
SUMMARY TABLE**

Asbestos Bulk Sample Summary Table

Limited RBM Inspection
Big Sister Creek WRRF
8443 Lake Shore Rd
Angola, New York 14006

No Asbestos Detected in Any of the Materials Tested

<i>Sample #</i>	<i>Type of Material</i>	<i>Sample Location</i>	<i>Results % Asbestos</i>
1A	Structural Steel Paint - Yellow	Filtration Building	None Detected
1B		Filtration Building	None Detected
2A	Siding - Green	Filtration Building	None Detected
2B		Filtration Building	None Detected
3A	Tank Paint - Brown	Old FT	None Detected
3B		New FT	None Detected



APPENDIX B: XRF SUMMARY TABLE

XRF Lead Sampling Summary Table
 Erie County DPW - Big Sister Creek WRRF
 8443 Lake Shore Rd.
 LaBella Project No. 2223806.09

Reading No.	Location (Room)	Wall (A, B, C D) & Structure	Substrate	Color	XRF Result
1	Calibration				Passed
2	Filtration Building	Truss	Metal	Yellow	0.00
3	Filtration Building	Truss	Metal	Yellow	0.01
4	Filtration Building	Beam	Metal	Yellow	0.26
5	Filtration Building	Beam	Metal	Yellow	0.49
6	Filtration Building	Column	Metal	Yellow	0.55
7	Filtration Building	Column	Metal	Yellow	0.00
8	Old FT	Tank	Metal	Brown	0.00
9	Old FT	Tank	Metal	Brown	0.00
10	Old FT	Stairs	Metal	Yellow	4.27 I
11	Old FT	Railing	Metal	Yellow	4.91 I
12	New FT	Tank	Metal	Brown	0.00
13	New FT	Tank	Metal	Brown	0.00
14	New FT	Stairs	Metal	Yellow	0.00
15	New FT	Railing	Metal	Yellow	0.00
16	Calibration				Passed

I = Intact Condition. No visible damage or deterioration

P = Poor Condition. Paint is chipped, peeling, or otherwise damaged



APPENDIX C: PHOTOS

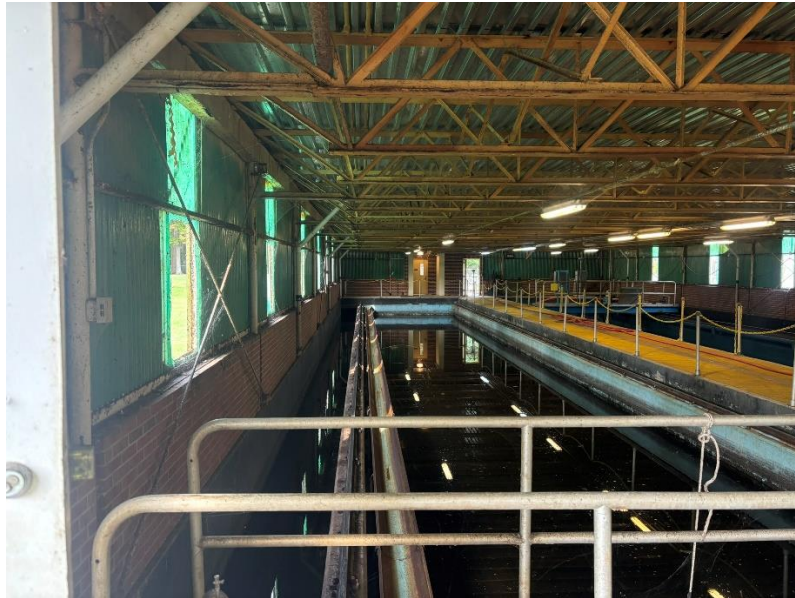


Photo 1

View of trusses, beams and columns

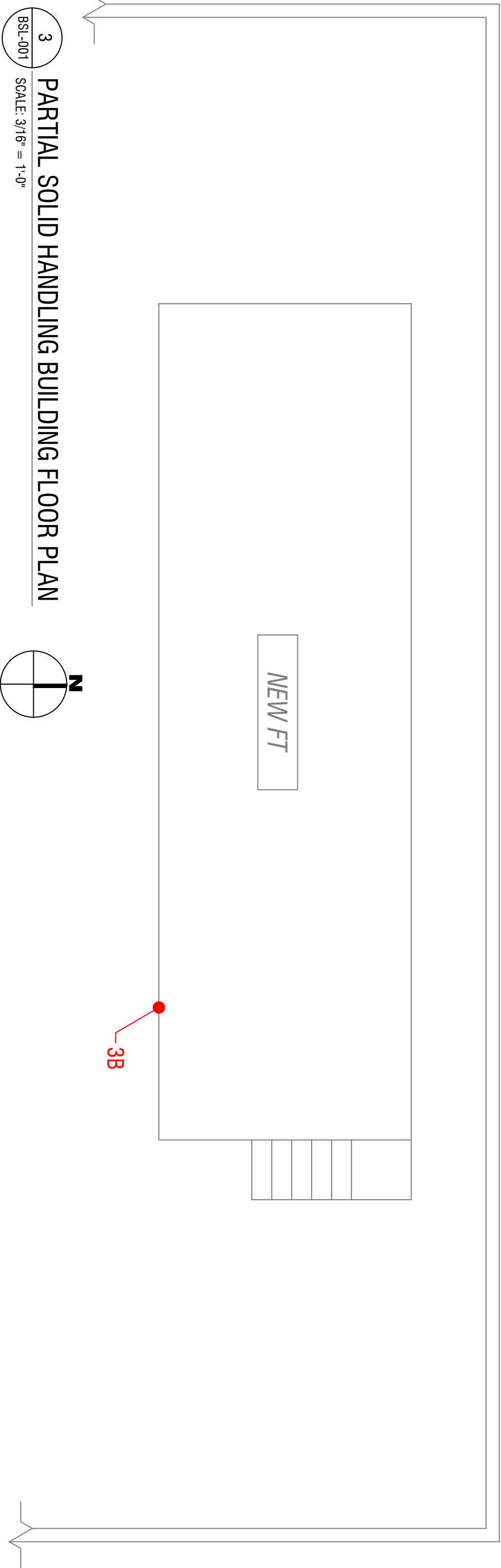
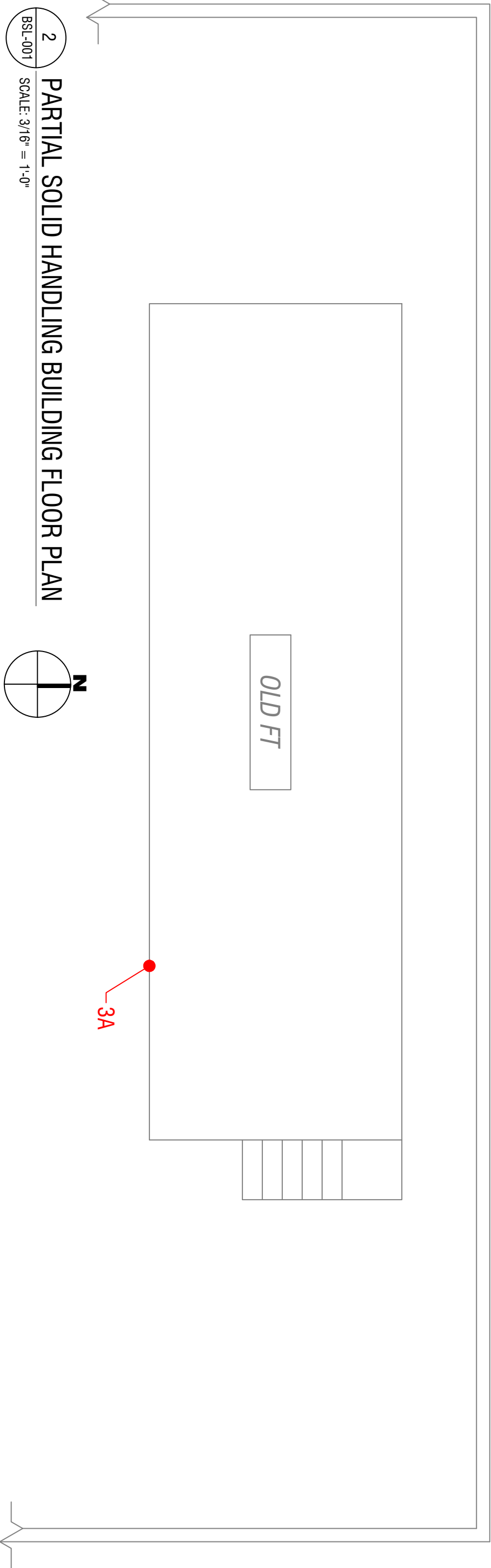
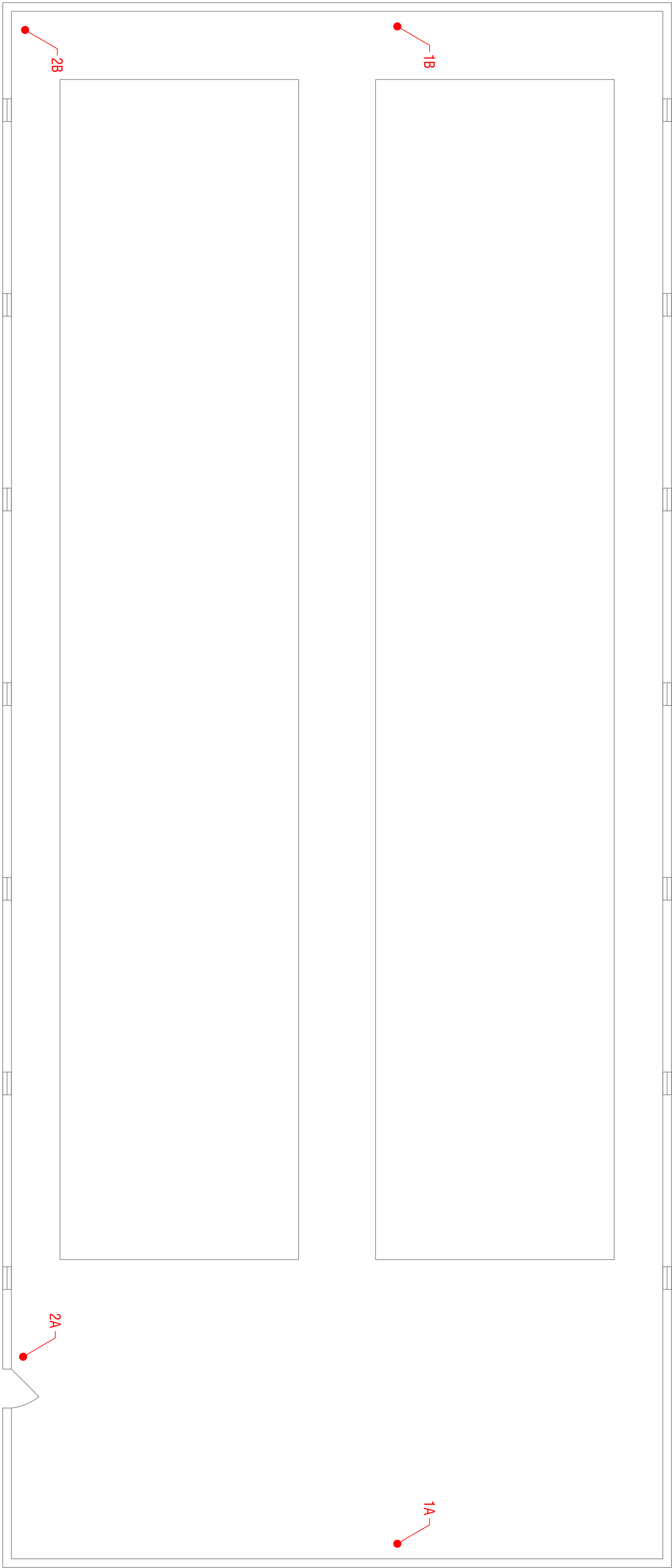


Photo 2

View of yellow lead based paint on stairs and railing on the Old FT



**APPENDIX D:
SAMPLE LOCATION
DRAWING**



LEGEND:
XXX ASBESTOS BULK SAMPLE LOCATION
[XXX] POSITIVE SAMPLE LOCATION

LaBella
Powered by partnership

300 Pearl Street, Suite 130
Buffalo, NY 14202
716-551-6281
labellapc.com

It is a violation of New York Education Law Article 130, Section 3020a(1)(b) for any person acting under the direction of a licensed architect, professional engineer, or land surveyor, to alter an item in any way, if an item bearing the seal of an architect, engineer, or land surveyor is used in the alteration process, unless the architect, professional engineer, or land surveyor shall affix to the item their seal and notation "altered by" followed by their signature and date of such alteration, and a specific description of the alteration.

Erie County Department of
Public Works

95 Franklin Street, 14th Floor
Buffalo, NY 14202

Big Sister Creek WRRF
8443 Lake Shore Road
Angola, NY 14006

NO.	DATE	DESCRIPTION
Revisions		
PROJECT NUMBER: 2233806.09		
DRAWN BY: EMM		
REVIEWED BY: DGB		
ISSUED FOR: BULK SAMPLE LOCATIONS		
DATE: SEPTEMBER 2024		
DRAWING NAME:		

BULK SAMPLE
LOCATIONS

DRAWING NUMBER:

BSL-001



APPENDIX E:
LABORATORY ANALYTICAL
REPORT

Bulk Sample Asbestos Analytical Report

LABELLA ASSOCIATES, DPC
ANALYTICAL LABORATORY
300 STATE STREET
ROCHESTER, NY 14614
585.454.6110 FAX 585.454.3066

LBL ELAP # 11184
All TEM analysis by AMA Lab, ELAP # 10920
PLM Methods: 198.1, 198.4 & 198.6
RSD: 18.3

LBL JOB # 69824

Page 1 of 1

Client Code:

CLIENT: Labella Associates

Project Number: 2223806.09

ADDRESS: 300 State Street

Sample Type: PLM Bulk

Rochester, NY 14614

Sample Date: 9/17/2024

PROJECT LOCATION: 8443 Lake Shore Road, Angola, NY

[illegible]

LAB DIRECTOR:

Matthew Smith

Date:

9/18/24

Method Code: P - Friable PLM result N - NOB PLM result T - TEM result residue weight is less than 1% of original sample weight, TEM not required. IN* - Inconclusive G - Gravimetric Matrix Reduction where sample

Terms: ND** - None Detected CELL - Cellulose JC - Joint Compound MIN - Mineral GLASS - Fiberglass <1** - Trace PLAS - Plaster Vermiculite - Vermiculite is reported as an asbestos-containing mineral in accordance with NYSDOH determinations and requirements. See NYSDOH guidance, available upon request.

* "Polarized-light microscopy (PLM) is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can be used to determine if this material can be considered to be non-asbestos containing."

* Please note: Due to interference from sample matrix components results reported via PLM method ELAP 198.1 as negative (ND) or less than 1% (Trace) may be inaccurate and reported as a False Negative. It is recommended that additional analytical techniques such as gravimetric reduction, TEM and others be used to reduce obscuring effects of some matrix components yielding more accurate results.



300 Pearl St. Suite 130
Buffalo, NY 14202
Ph. 716-551-6281
Labellapc.com

CHAIN OF CUSTODY

Project #: 2223806.09 Project Address: 8443 Lake Shore Rd. Angola, NY
Client: Erie County DPW Contact: Daniel Wierzba
Date: 09/17/2024 TAT: Standard
Labella Lab #: 69824 # of Samples:

Lab ID #	Sample #	Type of Material	Sample Location
G 1	1A	Structural Steel Paint - Yellow	Filtration Building
G 2	1B		Filtration Building
P 3	2A	Siding - Green	Filtration Building
P 4	2B		Filtration Building
P 5	3A	Tank Paint - Brown	Old FT
P 6	3B		New FT

Positive Stop:



Email Results To:

EMiller@labellapc.com, DBanach@LabellaPC.com

Sampled By:

Eric Miller

Print Name:

Eric Miller

Date: 09/17/24

Relinquished By:

Eric Miller

Print Name:

Eric Miller

Date: 09/17/24

Received By:

Matt Smith

Print Name:

Matt Smith

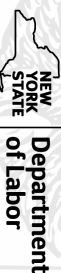
Date: 9/18/24



APPENDIX F: LICENSES & CERTIFICATIONS



WE ARE YOUR DOL



DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

LaBella Associates, D.P.C.

300 State Street, Suite 201, Rochester, NY, 14614

License Number: 29278

License Class: RESTRICTED

Date of Issue: 03/25/2024

Expiration Date: 03/31/2025

Duly Authorized Representative: Greg Senecal

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.



Amy Phillips, Director
For the Commissioner of Labor

EXCELSIOR

United States Environmental Protection Agency

This is to certify that

LaBella Associates, D.P.C.

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires September 26, 2027

LBP-22226-3

Certification #

August 01, 2024

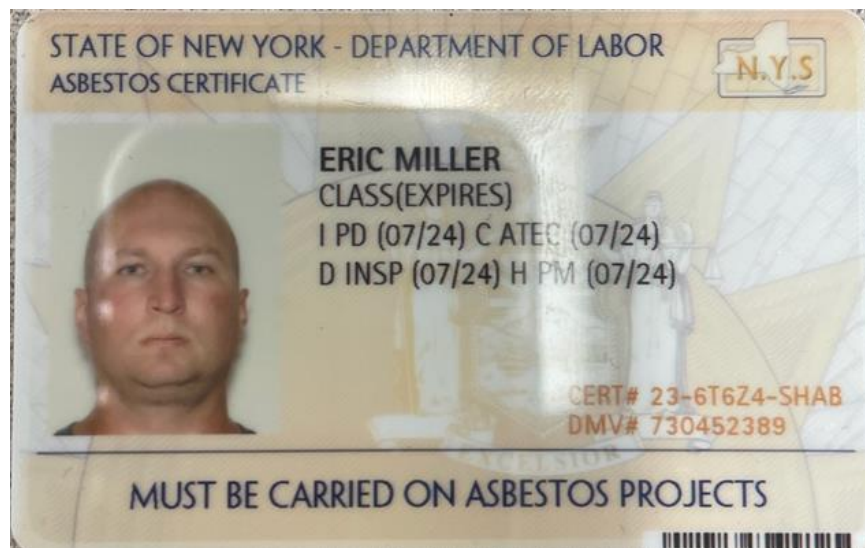
Issued On



Marc Edmonds, Chief

Risk Assessment Management Branch 2.





United States Environmental Protection Agency

This is to certify that



Eric M Miller

Risk Assessor

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226 as:

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires April 25, 2025

LBP-R-116039-2

Certification #

April 11, 2022

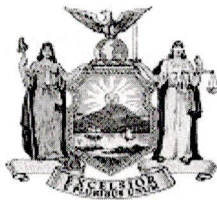
Issued On



Ben Conetta

Ben Conetta, Chief

Chemicals and Multimedia Programs Branch

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTERExpires 12:01 AM April 01, 2025
Issued April 01, 2024**CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE***Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

MR. MATTHEW SMITH
LABELLA ASSOCIATES
300 STATE STREET SUITE 200
ROCHESTER, NY 14614

NY Lab Id No: 11184

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES AIR AND EMISSIONS
All approved subcategories and/or analytes are listed below:

Miscellaneous

Fibers

NIOSH 7400 A RULES

Serial No.: 68696

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to elap@health.ny.gov.

NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER



Expires 12:01 AM April 01, 2025
Issued April 01, 2024

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MR. MATTHEW SMITH
LABELLA ASSOCIATES
300 STATE STREET SUITE 200
ROCHESTER, NY 14614

NY Lab Id No: 11184

*is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:*

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)

Serial No.: 68695

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to elap@health.ny.gov.

**NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER**



Expires 12:01 AM April 01, 2025
Issued April 01, 2024

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

MICHAEL GREENBERG
AMA ANALYTICAL SERVICES INC
4475 FORBES BLVD
LANHAM, MD 20706

NY Lab Id No: 10920

*is hereby APPROVED as an Environmental Laboratory in conformance with the
National Environmental Laboratory Accreditation Conference Standards (2016) for the category
ENVIRONMENTAL ANALYSES POTABLE WATER
All approved analytes are listed below:*

Metals I

Copper, Total	SM 21-23 3111B (-99) EPA 200.8 Rev. 5.4
Lead, Total	SM 19, 21-23 3113B (-04,-10) EPA 200.8 Rev. 5.4

Miscellaneous

Asbestos	EPA 100.2
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Serial No.: 68627

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to elap@health.ny.gov.





Expires 12:01 AM April 01, 2025
Issued April 01, 2024

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

NY Lab Id No: 10920

is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:

Lead, Total EPA 7000B

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual
Lead in Dust Wipes	EPA 7000B
Lead in Paint	EPA 7000B

ASTM E-1979-17

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NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER

Expires 12:01 AM April 01, 2025

Issued April 01, 2024

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE*Issued in accordance with and pursuant to section 502 Public Health Law of New York State*

MICHAEL GREENBERG
AMA ANALYTICAL SERVICES INC
4475 FORBES BLVD
LANHAM, MD 20706

*NY Lab Id No: 10920**is hereby APPROVED as an Environmental Laboratory for the category***ENVIRONMENTAL ANALYSES AIR AND EMISSIONS***All approved subcategories and/or analytes are listed below:***Miscellaneous**

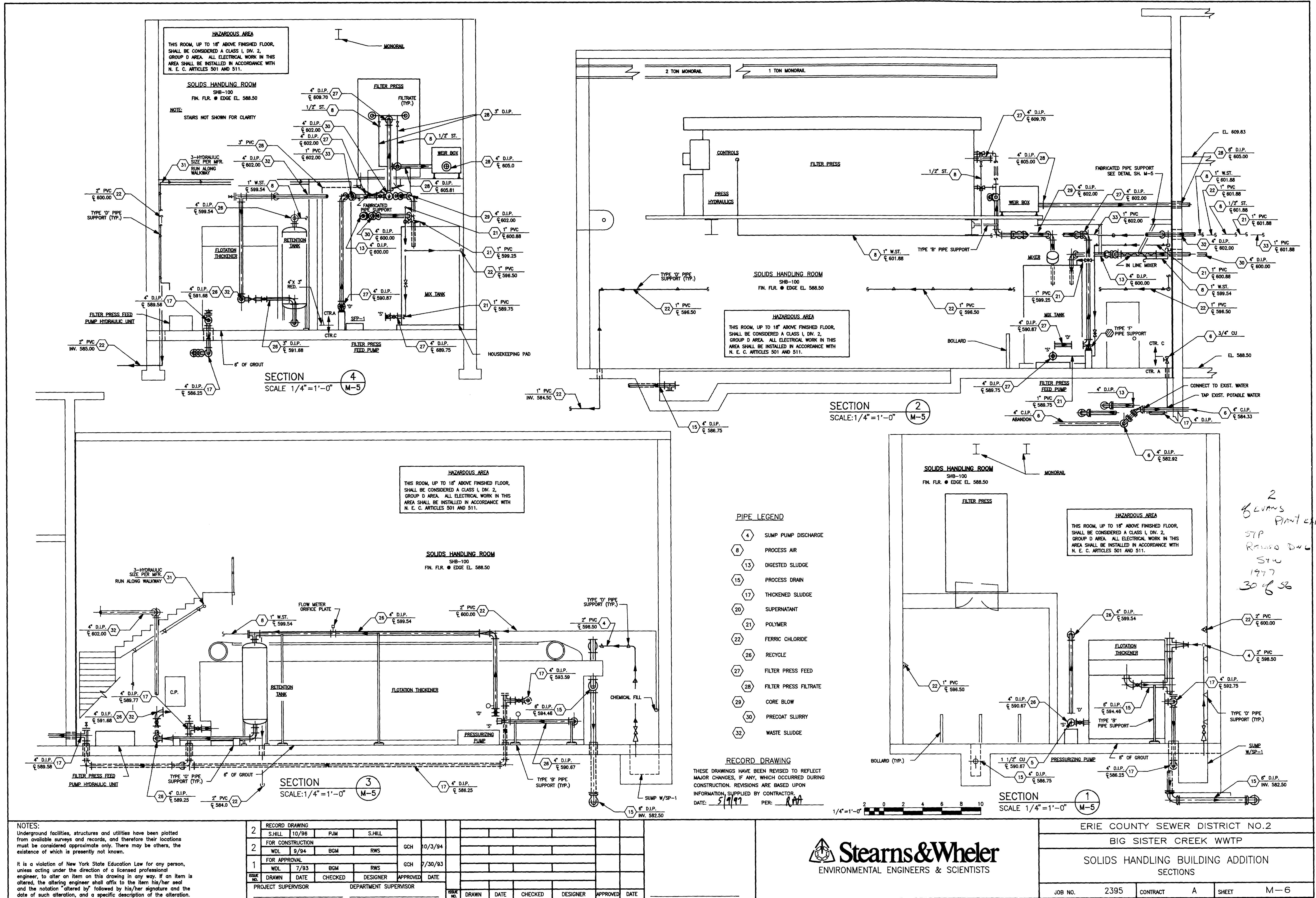
Asbestos

40 CFR 763 APX A No. III

NIOSH 7402

**Serial No.: 68629**

Property of the New York State Department of Health. Certificates are valid only at the address shown and must be conspicuously posted by the laboratory. Continued accreditation depends on the laboratory's successful ongoing participation in the Program. Consumers may verify a laboratory's accreditation status online at <https://apps.health.ny.gov/pubdoh/applinks/wc/elappublicweb/>, by phone (518) 485-5570 or by email to elap@health.ny.gov.



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