



**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: 250238-002

OPENING DATE: JANUARY 14, 2026 TIME: 11:00 AM

FOR: SHIPPING CONTAINER ASSEMBLY / FOUNDATION MODIFICATIONS

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
- EXHIBIT "C" - Construction/Reconstruction Contracts
- 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 Commitment
- X EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- EXHIBIT "Q" - Confined Space Program Certification
- X EXHIBIT "PW" - NYS Prevailing Wage
- X EXHIBIT "V" - Vendor Federal Compliance Certification

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

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

- (1) the prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or any competitor;
- (2) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) no attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

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

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

ZIP _____

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE _____

TITLE _____ TELEPHONE NO. _____

(Rev. 1/2000)

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

County of Erie

DIVISION OF PURCHASE

BID SPECIFICATIONS

BID NO. 250238-002

Ship to: County of Erie
 Attention:
 Address:

Ship Via: Most Economical
 Date Required at Destination: As Required

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	TOTAL PRICE
			Vendor to provide all labor, materials and equipment to complete	
			work at the Erie County Department of Emergency Services,	
			3359 Broadway, Cheektowaga, NY 14227	
			per the attached specifications and drawings.	
			For questions regarding the specifications, or to schedule a site visit,	
			please contact Chris Couell at 716-691-7111.	
			BASE BID	
			CONTINGENCY	\$10,000

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

ERIE COUNTY DIVISION OF PURCHASE

Freedom of Information Officer
 95 Franklin Street, Rm. 1254
 Buffalo, NY 14202
 FAX #: 716/858-6465

TOTAL BID \$ _____

NAME OF BIDDER _____

(Rev. 9/95)

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

Bid #250238-002
Additional Specifications

- Contractor to provide all labor, materials and equipment to achieve the scope of work.
- Temporary relocation of the building, to allow for the work as shown on the Drawings, shall be included within contractor's bid submission. Contractor shall determine the means and methods, in coordination with Draeger as the building manufacturer as necessary to temporarily relocate the building at a location on site to allow scope of work within this bid to be performed. Location to be approved by Erie County Department of Homeland Security and Emergency Services. Any damage to the existing building during removal, storage, and relocation upon completion of the scope of work shall be at the contractor's cost.
- Awarded Contractor to coordinate with Building manufacturer (Draeger) as necessary during relocation(s) to maintain warranty and prevent damage to existing building.
- All existing site features that are damaged outside the scope of work as shown on the Drawings, are to be repaired and/or replaced in kind at the contractor's cost.
- Upon relocation of the building, anchorage of the building to the newly expanded footing is to be submitted to the engineer and the owner for approval.
- Submittals for all materials confirming adherence to the notes shown on the Drawings are to be submitted to the engineer and owner for approval.
- Building Permit Application to be completed by the awarded contractor and submitted to the Department of Public Works, Buildings and Grounds. There is no permit fee associated.

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NOT IN CONTRACT-FOR REFERENCE ONLY

**SUBSURFACE INVESTIGATION
AND
GEOTECHNICAL EVALUATION**

**SHIPPING CONTAINER ASSEMBLY
3359 BROADWAY - TOWN OF CHEEKTOWAGA
ERIE COUNTY, NEW YORK**

AJW ENGINEERING LTD

1.0 INTRODUCTION

At the request of Sheena Noud, representing AJW Engineering, and in accordance with our proposal (ATL File No. BD998-2526-09-24, dated September 12, 2024), Atlantic Testing Laboratories, Limited (ATL) performed a subsurface investigation and geotechnical evaluation for the referenced project. The purpose of the investigation was to ascertain the general subsurface soil and groundwater conditions at the site, to evaluate the engineering significance of these findings, and to provide an allowable soil bearing capacity for the existing spread foundations that are supporting the shipping container assembly.

2.0 SITE AND PROJECT DESCRIPTION

As shown on the **Site Location Plan**, included in **Appendix A**, the project site is located within the south end of the Erie County Fire Training Academy (street address 3359 Broadway), within the Town of Cheektowaga, Erie County, New York. The new training center consists of three shipping containers and elevated platforms supported on 18-inch square, cast-in-place concrete piers, reportedly bearing 4-feet below surrounding site grades. The surrounding areas consist of an existing building on the west side of the project site, asphalt pavement roadways, concrete sidewalks and curbs. Additional details about the project site are shown on the **Boring Location Plan**, which is also included in **Appendix A**.

3.0 SUBSURFACE INVESTIGATION & SAMPLING METHODOLOGY

Two boring locations, designated as B-1 and B-2, were selected by ATL and AJW Engineering to provide general coverage of the existing shipping container assembly foundations. ATL located the borings in the field using tape measurements referenced to the existing pier foundations. Boring B-1 was located about 1 foot south and 6 feet east of the southeast most pier footing (pier 2279). Boring B-2 was located about 10 feet north of the northwest most pier footing (pier 2290). ATL used laser level survey techniques to determine the relative ground surface elevations at the boring locations. The ground surface elevations were referenced to the top of the southeast most pier footing (pier 2279), which was assigned an arbitrary datum elevation of 100.0 feet by ATL. It was determined that the relative ground surface elevations for borings B-1 and B-2, were 99.9 feet and 99.7 feet, respectively. The soil borings and benchmark locations are shown on the **Boring Location on Foundation Drawing**, included in **Appendix A**.

The borings were completed by ATL on October 28th and 29th, 2024, using a Central Mine Equipment (CME) model 55LC, rubber track mounted drill rig. The borings were advanced through the overburden soils using hollow stem auger and split spoon soil sampling techniques. Soil sampling and standard penetration testing (SPT) was performed continuously to a depth of 12 feet and in intervals of 5 feet or less for the remaining depth of the borings. Soil sampling and SPT was completed utilizing a 2-inch outside diameter split spoon sampler and automatic drop hammer, in accordance with ASTM D 1586. Borings B-1 and B-2 were advanced through the overburden soils until auger refusal conditions were encountered at depths of 20.2 feet and 18.2 feet, respectively.

The collected soil samples were visually classified in ATL's laboratory by a soils technician using the Burmister Soil Classification System. The split spoon sampler does not recover particles larger than 1 $\frac{3}{8}$ -inch in nominal dimension, therefore, the soil classifications may not be representative of the entire soil matrix. The visual classifications and the standard penetration test results are presented on the **Subsurface Investigation Logs**, included in **Appendix B**.

The boreholes were backfilled with on-site soils upon completion of the subsurface investigation. It is important that the backfilled borings be monitored for settlement or subsidence. This will be the responsibility of AJW Engineering. ATL assumes no liability for loss or damage resulting from borehole settlement.

4.0 LABORATORY ANALYSES

Select soil samples collected from the borings were submitted to ATL's geotechnical laboratory for the following physical analyses:

- ◆ Three (3) Water Content Determinations of Soil (ASTM D 2216).
- ◆ One (1) Liquid Limit, Plastic Limit, Plasticity Index (ASTM D 4318).
- ◆ Two (2) Particle Size Analyses without Hydrometer (ASTM D 422).

The **Geotechnical Laboratory Test Results** are included in **Appendix C** and are summarized in the following sections of this report.

5.0 SURFACE AND SUBSURFACE CONDITIONS

The following description of subsurface conditions is based on the subsurface soil and groundwater conditions encountered during the subsurface investigation performed on October 28th and 29th, 2024. Actual subsurface conditions may vary across the site in both the horizontal and vertical dimensions. More detailed subsurface descriptions are provided on the subsurface investigation logs, in Appendix B.

5.1 Surface Conditions and Fill Soils

Asphalt pavement was encountered at the surface of both test borings. The augers were used to grind through the asphalt pavement, and the driller made an approximate thickness measurement within the boring holes of 6 inches. Because these measurements were made within the boring holes, and not from pavement cores, they should be considered approximate and should be expected to vary away from the boring locations. Beneath the pavement at boring B-2, the first soil sample (collected from 0.5 feet to 1.3 feet), consisted of a mixture of asphalt fragments, with some amounts of gravel and sand. The Standard Penetration Test (SPT) "N" value obtained was considered "sample spoon refusal" (i.e. more than 50 blows required to

advance the sample spoon with six inches of penetration), indicating a "very compact" relative density.

5.2 Indigenous Soils

Beneath the asphalt pavement at B-1, and beneath the apparent fill soils at B-2, the indigenous soils to a depth of about 4 feet consisted of clayey silts, with varying amounts of sand and gravel. The Standard Penetration Test (SPT) "N" values obtained within these upper soils were 10 and 18, indicating these soils have a "stiff" to "very stiff" consistency.

From about 4 feet to 10 feet, the soils consisted of medium plasticity clays and silts, with trace amounts of sand and gravel. The SPT "N" values within this zone ranged from 19 to 42, correlating to soils with a "very stiff" to "hard" consistency. Beneath a depth of about 10 feet, the soils became more plastic and are described as a silty clay. The SPT "N" values at 10 to 12 feet were 14 and 21, or "stiff" to "very stiff". The SPT "N" values at 15 to 17 feet were 4, indicating the deeper soils have a "medium" consistency.

The last soil samples collected at 20 feet within boring B-1 and 18 feet within boring B-2 consisted of gravel and sand with silt, and clayey silt. Sample spoon refusal and auger refusal was encountered within boring B-1 at 20.2 feet and within boring B-2 at 18.2 feet. The refusal conditions appear to be the result of encountering the top of bedrock. However, bedrock coring was not completed to confirm this presumption.

Select samples of the indigenous soils were tested in ATL's geotechnical laboratory for moisture content, grain size distribution, and plastic / liquid limits. The results are included in Appendix C and are summarized in the following table, and generally confirm the visual soil classifications.

Geotechnical Laboratory Testing Results - Indigenous Soils						
Boring	Sample Depth (ft. bgs)	Moisture Content (%)	Particle Size Analysis			PL / LL / PI
			Gravel (%)	Sand (%)	Fines (Silt and Clay) (%)	
B-1	2 to 4	21.5	not tested			
B-1	4 to 6	17.2	1	6	93	19 / 32 / 13
B-2	4 to 6	18.2	0	5	95	not tested

Notes:

1. ft. bgs = feet below ground surface.
2. PL = Plastic Limit, LL = liquid limit, PI = Plasticity Index.

5.3 Groundwater

At the completion of overburden drilling and soil sampling operations, freestanding water was present within boring B-2 at a depth of 17.5 feet. No water was observed at the completion of boring B-1. Due to the fine grained nature of the soils, along with the relatively short time period that had elapsed from the completion of soil boring and sampling operations and the time of the measurements, it is possible that the groundwater did not have sufficient time to fully accumulate and stabilize in the boring holes.

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Based on the soil moisture descriptions, and the lower SPT "N" values encountered at 15 feet, a general groundwater condition appears to exist near a depth of 12 to 15 feet. It should be expected that groundwater conditions will vary with location and with changes in soil conditions, precipitation, and seasonal conditions. Installation of a groundwater observation well would be necessary to better define the groundwater conditions at the site and to evaluate seasonal groundwater fluctuations.

6.0 GEOTECHNICAL ENGINEERING DISCUSSION

6.1 General

The geotechnical engineering discussion is based on the information provided by AJW Engineering, and the subsurface conditions outlined in this report. Our work did not confirm the reported 4.0 feet foundation embedment depth, the existing foundation dimensions, or subgrade soil conditions directly beneath the existing foundations. However, based on our evaluation, the subsurface conditions at the reported bottom of footing likely consists of a mixture of "very stiff" clay and silt indigenous soils (i.e. clayey silt or clay and silt) with trace amounts of sand and gravel.

Assuming that at the time of construction, the bearing grades were free of existing fill soils, organics, softer, wet, or otherwise deleterious material and the pier footings are embedded into the indigenous "very stiff" clay and silt, then a maximum net allowable bearing pressure of 3,500 pounds per square foot can be used. We have estimated that the existing pier footings will undergo a total settlement of less than 1/2 inch, provided they were properly constructed in accordance with our assumptions noted above.

Based on the subsurface conditions encountered, the site should be classified as Seismic Site Class "C" in accordance with the criteria in the New York State Building Code.

6.2 Seismic Design Considerations

Based on the subsurface conditions encountered in the borings, the project site can be classified as Seismic Site Class "C" in accordance with ASCE 7-16, Table 20.3-1, as referenced in the 2020 Building Code of New York State. Therefore, seismic design can be based on this seismic site classification. The spectral response accelerations at the project site were obtained by ATL using the OSHPD web site application <https://seismicmaps.org/>. Using the site location, the spectral response accelerations are 0.168g for the short period (0.2 second) response (S_s) and 0.045g for the one second response (S_1). For design purposes, these spectral response accelerations must be adjusted for the Seismic Site Class "C" soil profile determined for the project site.

Accordingly, the adjusted spectral response accelerations for Site Class "C" are as follows:

- Short Period Response (S_{MS}) – 0.219g
- 1 Second Period Response (S_{M1}) – 0.067g

The corresponding five percent damped design spectral response accelerations (S_{DS} and S_{D1}) are as follows:

- S_{DS} - 0.146g
- S_{D1} - 0.045g

7.0 LIMITATIONS

The subsurface investigation logs and this report in its entirety should be provided to the designers and contractors for information and interpretation. The subsurface investigation logs may not be representative of the entire site subsurface condition, but only what was encountered at the individual locations at the time of the investigation. The subsurface soil and groundwater conditions encountered at the time of construction may be different from those described on the subsurface investigation logs.

This report was prepared to present the findings of our subsurface investigation and engineering evaluation, and to outline concepts to be utilized in foundation design and construction. These concepts may require alterations to meet the specific design and economic considerations for this project.

Sincerely,
ATLANTIC TESTING LABORATORIES, Limited

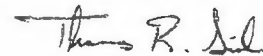
Prepared By:



Jesse M. Roof, EIT
Project Engineer

JMR/TRS/sw

Reviewed By:




Thomas R. Seider, PE
Senior Engineer

APPENDIX A
FIGURES




Note: Figure Developed from Google Earth

SITE LOCATION PLAN	Drawn by: JMR	Scale: Not to scale	Project No.: BD210	Date: 12-09-2024
SHIPPING CONTAINER ASSEMBLY 3359 BROADWAY - TOWN OF CHEEKTOWAGA ERIE COUNTY, NEW YORK		ATLANTIC TESTING LABORATORIES, Limited		
		Albany, NY Elmira, NY Rochester, NY	Binghamton, NY Plattsburgh, NY Utica, NY	Buffalo, NY Poughkeepsie, NY Watertown, NY Canton, NY Syracuse, NY

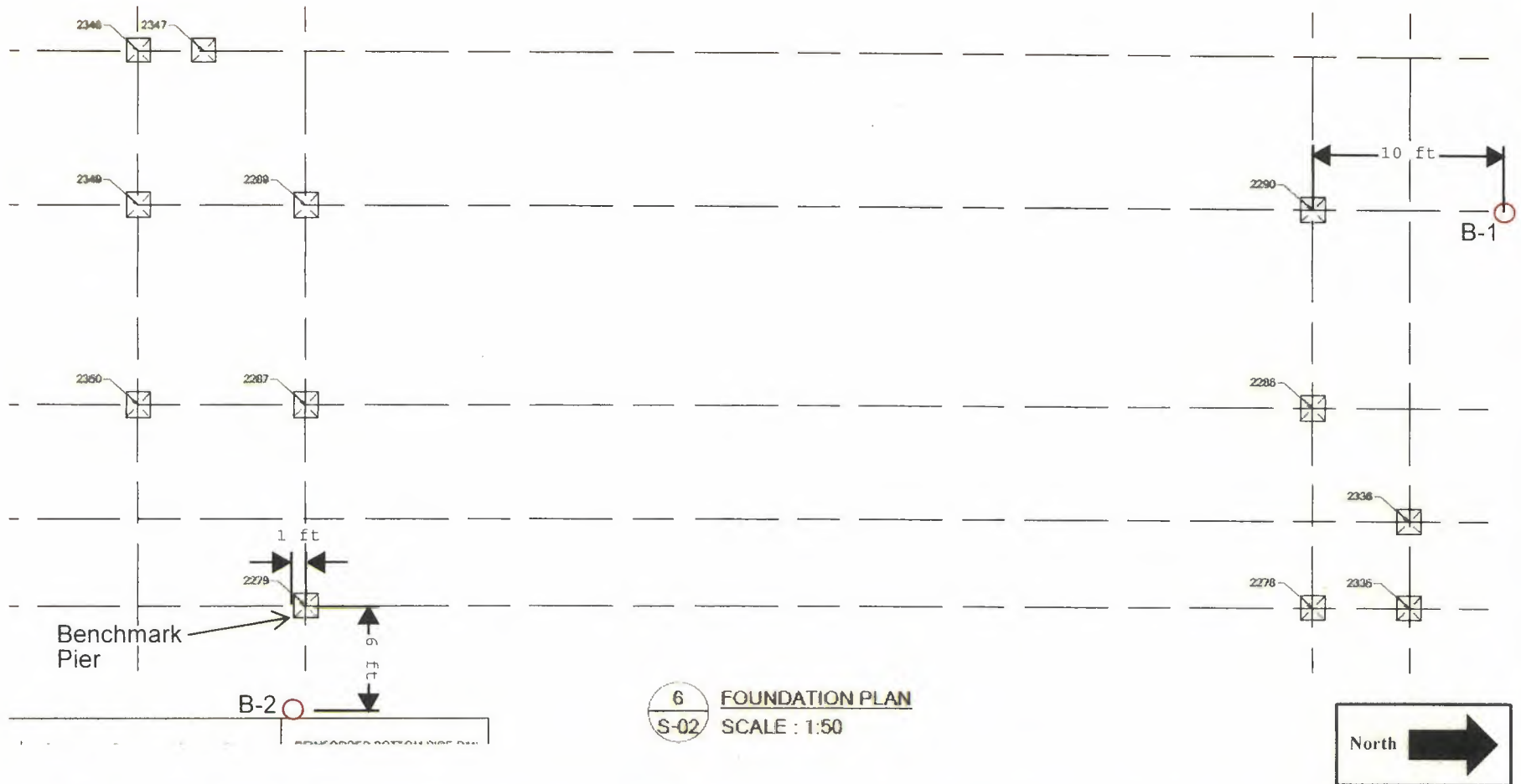
NOT IN CONTRACT-FOR REFERENCE ONLY




Note: Figure Developed from Google Earth and Pier Layout Drawing provided by AJW Engineering.

BORING LOCATION PLAN	Drawn by: JMR	Scale: Not to scale	Project No.: BD210	Date: 12-09-2024
SHIPPING CONTAINER ASSEMBLY 3359 BROADWAY - TOWN OF CHEEKTOWAGA ERIE COUNTY, NEW YORK		ATLANTIC TESTING LABORATORIES, Limited		
		Albany, NY Elmira, NY Rochester, NY	Binghamton, NY Plattsburgh, NY Utica, NY	Buffalo, NY Poughkeepsie, NY Watertown, NY Canton, NY Syracuse, NY

NOT IN CONTRACT-FOR REFERENCE ONLY



Note: Figure Developed from Pier Layout Drawing provided by AJW Engineering.

BORING LOCATION ON FOUNDATION DRAWING	Drawn by: JMR	Scale: Not to scale	Project No.: BD210	Date: 12-09-2024
SHIPPING CONTAINER ASSEMBLY 3359 BROADWAY - TOWN OF CHEEKTOWAGA ERIE COUNTY, NEW YORK		ATLANTIC TESTING LABORATORIES, Limited		
		Albany, NY Elmira, NY Rochester, NY	Binghamton, NY Plattsburgh, NY Utica, NY	Buffalo, NY Poughkeepsie, NY Watertown, NY Canton, NY Syracuse, NY

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APPENDIX B
SUBSURFACE INVESTIGATION LOGS

ATLANTIC TESTING LABORATORIES, Limited

Subsurface Investigation

Client: AJW Engineering Ltd.
 Project: Subsurface Investigation
Proposed Shipping Container Assembly
Cheektowaga, New York

Report No.: BD210E-01-12-24
 Boring Location: See Boring Location Plan

Boring No.: B-1 Sheet 1 of 2

Start Date: 10/29/2024 Finish Date: 10/29/2024

Coordinates
 Latitude _____
 Longitude _____
 Sampler Hammer
 Weight: 140 lbs.
 Fall: 30 in.
 Hammer Type: Automatic

Groundwater Observations
 Date 10/29/2024 Time PM Depth DRY Casing 20.0'

Ground Elev.: 99.9' Boring Advance By:
4 1/4" Auger

DEPTH	METHOD OF ADVANCE	SAMPLE NO.	DEPTH OF SAMPLE		SAMPLE TYPE	BLOWS ON SAMPLER PER 6" 2" O.D. SAMPLER	DEPTH OF CHANGE	CLASSIFICATION OF MATERIAL	Recovery (Inches)
			From	To					
1	AUGER	1	1.0	2.0	SS	15 6	0.5	6" ASPHALT PAVEMENT	
2		2	2.0	4.0	SS	3 3 7 8		Brown Clayey SILT; some cf Gravel; some cmf Sand (wet, slight plasticity)	8
3								Brown Clayey SILT; trace mf Sand (moist, slight plasticity)	14
4		3	4.0	6.0	SS	7 9 13 21	4.0	w = 21.5%	
5								Brown CLAY & SILT; trace mf Sand; trace Gravel (moist, medium plasticity) w = 17.2% LL = 32, PL = 19, PI = 13	22
6		4	6.0	8.0	SS	7 11 17 21		Brown CLAY & SILT; trace cmf Sand; trace f Gravel (moist, medium plasticity)	22
7									
8		5	8.0	10.0	SS	5 8 11 17		Brown CLAY & SILT; trace mf Sand (moist, medium plasticity)	24
9									
10		6	10.0	12.0	SS	8 7 7 9	10.0	Brown Silty CLAY; trace f Gravel; trace cmf Sand (wet, high plasticity)	24
11									
12									
13									
14									
15		7	15.0	17.0	SS	1 2 2 4		Brown Silty CLAY; trace cf Gravel; trace cmf Sand (wet, high plasticity)	24
16									
17									
18							18.0		
19									
20		8	20.0	20.2	SS	50/2"	20.2	Brown cmf SAND; and cf Gravel; little Clayey Silt (moist, slight plasticity)	2
21									
22									
23								Boring terminated at 20.2 feet due to auger refusal on possible bedrock or boulder.	
24									
25									

ATL-LOG1.LL BD210 AJW ENGINEERING - CHEEKTOWAGA.GPJ ATL4-08.GOT 12/12/24

SS Split Spoon Sample
 NX Rock Core
 SH Undisturbed Sample (Shelby Tube)
 Estimated Groundwater

Drillers: Steve Wolkiewicz JR; Phil D'Aurizio
 Inspector: _____

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ATLANTIC TESTING LABORATORIES, Limited

Subsurface Investigation

Boring No.: B-1

Report No.: BD210E-01-12-24

Sheet 2 of 2

DEPTH	METHOD OF ADVANCE	SAMPLE NO.	DEPTH OF SAMPLE		SAMPLE TYPE	BLOWS ON SAMPLER PER 6" 2" O.D. SAMPLER	DEPTH OF CHANGE	CLASSIFICATION OF MATERIAL	RECOVERY (inches)
			From	To					
26									
27									
28									
29									
30									
31									
32									
33									
34									
35									
36									
37									
38									
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59									
60									
61									
62									

Notes:

1. Borehole backfilled with on-site soils and patched at the surface with asphalt cold patch.

ATL-LOG1.LL BD210 AJW ENGINEERING - CHEEKTOWAGA.GPJ ATL4-08.GDT 12/12/24

NOT IN CONTRACT-FOR REFERENCE ONLY

ATLANTIC TESTING LABORATORIES, Limited

Subsurface Investigation

Client: AJW Engineering Ltd.
 Project: Subsurface Investigation
Proposed Shipping Container Assembly
Cheektowaga, New York

Report No.: BD210E-01-12-24
 Boring Location: See Boring Location Plan

Boring No.: B-2 Sheet 1 of 1

Start Date: 10/28/2024 Finish Date: 10/28/2024

Coordinates
 Latitude _____
 Longitude _____
 Sampler Hammer
 Weight: 140 lbs.
 Fall: 30 in.
 Hammer Type: Automatic
 Ground Elev.: 99.7'
 Boring Advance By:
4 1/4" Auger

Groundwater Observations
 Date Time Depth Casing
10/28/2024 1:30 PM 17.5' 18.2'

DEPTH	METHOD OF ADVANCE	SAMPLE NO.	DEPTH OF SAMPLE		SAMPLE TYPE	BLOWS ON SAMPLER PER 6" 2" O.D. SAMPLER	DEPTH OF CHANGE	CLASSIFICATION OF MATERIAL	Recovery (Inches)
			From	To					
1	A	1	0.5	1.3	SS	25 50/4"	0.5	6" ASPHALT PAVEMENT	10
2	G	2	2.0	4.0	SS	2 6 12 12	1.3	Greyish-Brown cf ASPHALT; some cf Gravel; some cmf Sand; trace Silt (moist, non-plastic)	17
3	R						4.0	Brown Clayey SILT; trace cmf Sand; trace f Gravel (moist, slight plasticity)	
4		3	4.0	6.0	SS	10 10 14 17		Brown CLAY & SILT; trace cmf Sand (moist, medium plasticity) w = 18.2%	22
5									
6		4	6.0	8.0	SS	14 19 23 25		Brown CLAY & SILT; trace cmf Sand; trace f Gravel (wet, medium plasticity)	18
7									
8		5	8.0	10.0	SS	3 10 17 17		Similar Soil (wet, medium plasticity)	24
9							10.0		
10		6	10.0	12.0	SS	7 10 11 11		Brown Silty CLAY; trace cmf Sand (wet, high plasticity)	24
11									
12									
13									
14									
15									
16		7	15.0	17.0	SS	2 2 2 2		Similar Soil (wet, high plasticity)	24
17							17.0		
18		8	18.0	18.2	SS	50/2"	18.2	Brown cf GRAVEL; little cmf Sand; trace Silt (saturated, non-plastic)	2
19									
20									
21								Boring terminated at 18.2 feet due to auger refusal on possible bedrock or boulder.	
22									
23									
24								Notes: 1. Borehole backfilled with on-site soils and patched at the surface with asphalt cold patch.	
25									

SS Split Spoon Sample
 NK Rock Core
 SH Undisturbed Sample (Shelby Tube)
 Estimated Groundwater

Drillers: Steve Wolkiewicz JR; Phil D'Aurizio
 Inspector: _____

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ATL-LOG1 LL BD210 AJW ENGINEERING - CHEEKTOWAGA.GPJ ATL4-08.GDT 12/12/24

APPENDIX C
GEOTECHNICAL LABORATORY TEST RESULTS



ATLANTIC TESTING LABORATORIES

WBE certified company

LABORATORY DETERMINATION OF MOISTURE CONTENT OF SOILS
ASTM D 2216

PROJECT INFORMATION

Client: AJW Engineering Ltd.
Project: Existing Foundation Evaluation

ATL Report No.: BD210SL-01-11-24
Report Date: December 10, 2024
Date Received: November 26, 2024

TEST DATA

Boring No.	Sample No.	Depth (ft)	Moisture Content (%)
B-1	S - 2	2.0 - 4.0	21.5
	S - 3	4.0 - 6.0	17.2
B-2	S - 3	4.0 - 6.0	18.2

Reviewed By:

Date: 12/10/2024

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ATLANTIC TESTING LABORATORIES

Particle Size Distribution Report

ASTM D 422

Project: Existing Foundation Evaluation

Report No.: BD210SL-01-11-24

Client: AJW Engineering Ltd.

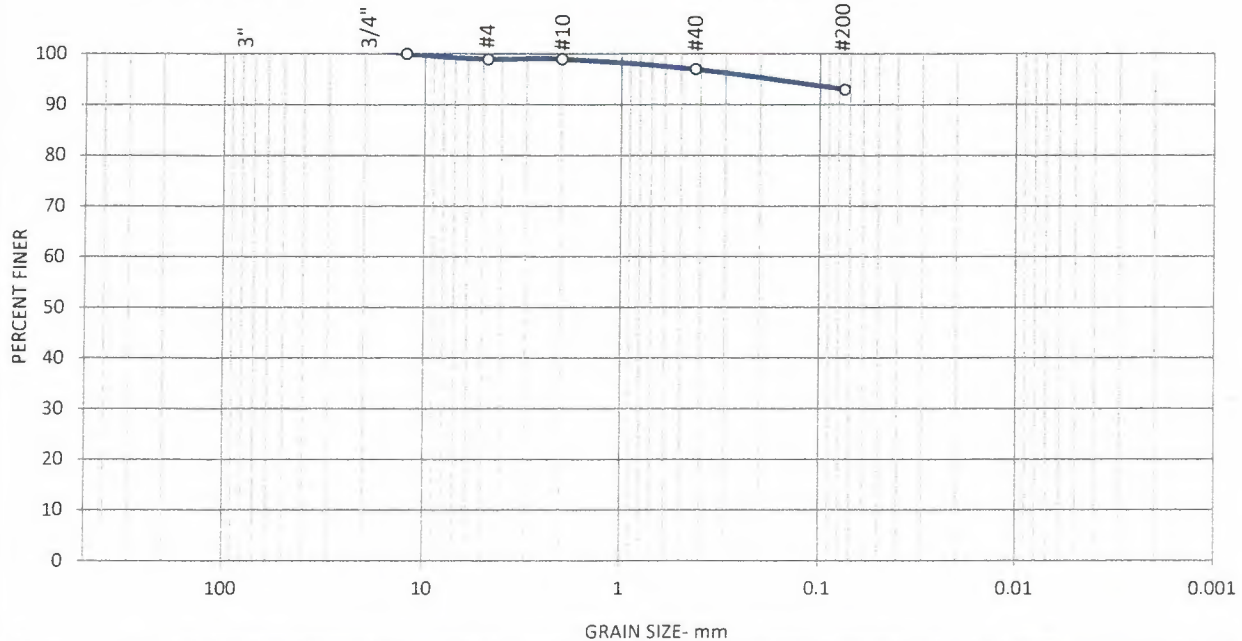
Test Date: 12/2/2024

Sample No: B-1 S-3

Location: In-place

Source of Sample: Boring Sample

Elev./Depth (ft): 4-6'



% Cobbles	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
		1		2	4		

SIEVE SIZE	PERCENT FINER	SPEC. PERCENT	OUT OF SPEC.
4"			
3"			
2"			
1"			
3/4"			
1/2"	100		
#4	99		
#10	99		
#40	97		
#200	93		

Soil Description		
Brown SILT & CLAY; trace mf Sand; trace Gravel		
Moisture Content = 17.2%		
Atterburg Limits		
PL= 19	LL= 32	PI= 13
Coefficients		
D ₆₀ =	D ₃₀ =	D ₁₀ =
C _u = NA	C _c = NA	
Classification		
USCS=	AASHTO=	
Remarks		

ATLANTIC TESTING LABORATORIES, LIMITED

Reviewed by:

Date: 12/10/2024

NOT IN CONTRACT-FOR REFERENCE ONLY



ATLANTIC TESTING LABORATORIES

Particle Size Distribution Report ASTM D 422

Project: Existing Foundation Evaluation

Report No.: BD210SL-01-11-24

Client: AJW Engineering Ltd.

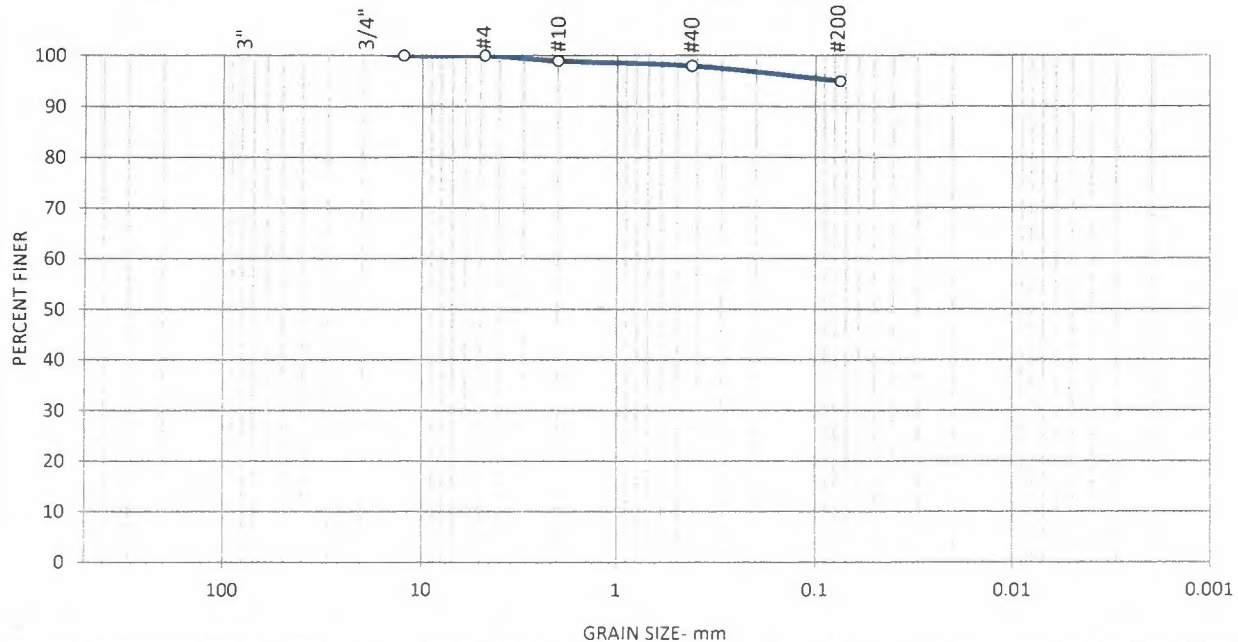
Test Date: 12/2/2024

Sample No: B-2 S-3

Source of Sample: Boring Sample

Location: In-place

Elev./Depth (ft): 4-6'



% Cobbles	% Gravel		% Sand			% Fines	
	Coarse	Fine	Coarse	Medium	Fine	Silt	Clay
			1	1	3		

SIEVE SIZE	PERCENT FINER	SPEC. PERCENT	OUT OF SPEC.
4"			
3"			
2"			
1"			
3/4"			
1/2"	100		
#4	100		
#10	99		
#40	98		
#200	95		

Soil Description
Brown SILT & CLAY; trace cmf Sand

Moisture Content = 18.2%

Atterburg Limits
PL= LL= PI=

Coefficients
D₆₀= D₃₀= D₁₀=
C_u= NA C_c= NA

Classification
USCS= AASHTO=

Remarks

ATLANTIC TESTING LABORATORIES, LIMITED

Reviewed by:

Date: 12/10/2024

NOT IN CONTRACT-FOR REFERENCE ONLY



ATLANTIC TESTING LABORATORIES

WBE certified company

LIQUID LIMIT, PLASTIC LIMIT, AND PLASTICITY INDEX OF SOIL ASTM D 4318

PROJECT INFORMATION

Client: AJW Engineering Ltd.
Project: Existing Foundation Evaluation

ATL Report No.: BD210SL-01-11-24
Report Date: December 10, 2024
Date Received: November 26, 2024

TEST DATA

Boring No.	Sample No.	As Received Moisture Content (%)	LL	PL	PI
B-1	S-3	17.2	32	19	13

SAMPLE INFORMATION

Boring No.	Sample No.	Maximum Grain Size (mm)	Estimated Amount of Sample Retained on No. 40 Sieve (%)	Preparation	Method of Removing Oversized Material
B-1	S-3	9.5	3	Oven Dry	Pulverizing and Screening

EQUIPMENT INFORMATION

Liquid Limit Procedure:	Multipoint - Method A	<input checked="" type="checkbox"/>	Single Point - Method B	<input type="checkbox"/>
Liquid Limit Apparatus:	Manual	<input checked="" type="checkbox"/>	Motor Driven	<input type="checkbox"/>
Liquid Limit Grooving Tool Material:	Plastic	<input checked="" type="checkbox"/>	Metal	<input type="checkbox"/>
Liquid Limit Grooving Tool Shape:	Flat	<input checked="" type="checkbox"/>	Curved (AASHTO Only)	<input type="checkbox"/>
Plastic Limit:	Hand Rolled	<input checked="" type="checkbox"/>	Mechanical Rolling Device	<input type="checkbox"/>

Reviewed By: 

Date: 12/10/2024

NOT IN CONTRACT-FOR REFERENCE ONLY

MARK C. POLONCARZ
COUNTY EXECUTIVE



WILLIAM E. GEARY
COMMISSIONER OF PUBLIC WORKS

Building Permit Application

ECDPW Building Permit No.

Part I: General Information

1. Project Location and Information

Project Name:

Name and Address:

Building Name:

2. Architect/Engineer (Prime)

Name:

Address:

City, State, Zip: Phone Number:

3. Contractor

Name:

Address:

City, State, Zip: Phone Number:

4. Type of Construction or Improvement

☐ New Building: Proposed use is

☐ Conversion:

Current use is

Proposed use is

☐ Addition

☐ Alteration

☐ Repair/Replacement

☐ Relocation

☐ Demolition

☐ Sign

☐ Fence

☐ Equipment

☐ Other (Describe)

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

5. Use and Occupancy Classification

<input type="checkbox"/> Assembly Group A	<input type="checkbox"/> Business Group B	<input type="checkbox"/> Education Group E	<input type="checkbox"/> Factory Group F
<input type="checkbox"/> High-Hazard Group H	<input type="checkbox"/> Institutional Group I	<input type="checkbox"/> Mercantile Group M	<input type="checkbox"/> Residential Group R
<input type="checkbox"/> Storage Group S	<input type="checkbox"/> Utility Group U		

If Assembly, Factory, High-Hazard, Institutional, Residential or Storage indicate Group subcategory type (e.g. Assembly A4) and Describe:

6. Special Inspections Required (3rd Party) ☐ N/A

<input type="checkbox"/> Electrical	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Geotechnical
<input type="checkbox"/> Foundations	<input type="checkbox"/> Compaction	<input type="checkbox"/> Steel	<input type="checkbox"/> Equipment
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Hazardous Materials	<input type="checkbox"/> Medical Specialties	<input type="checkbox"/> Other:
<input type="checkbox"/> Chapter 17 – Structural Tests and Special Inspections			

7. Dimensions of EXISTING Buildings:

Description:	Width:	Length:	Height:	No. of Stories:

8. Dimensions of NEW Buildings:

Description:	Width:	Length:	Height:	No. of Stories:

9. Lot Dimensions:

Description:	Width:	Length:	Height:	No. of Stories:

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

10. Description of Project: (If need additional space please attach sheets to application). For any mixed occupancy, specify in detail the nature and extent of each use.

11. Estimated Project Cost

Cost of the work to be performed, **excluding** land costs:

--

CONTINUE TO PART TWO: DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY

Date Received:	Received by:	Forwarded to (for review):
Additional Approvals needed:		
<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Environmental Impact Statement	<input type="checkbox"/> Engineering:
<input type="checkbox"/> Attorney:	<input type="checkbox"/> Other (explain):	<input type="checkbox"/> None

Part II: Not Used

Part III: Project Location and Details

- This application must be accompanied by two complete sets of plans and specifications. Depicting the scope of the work to be performed.
- Location of the proposed structure or addition showing the number of stories and all exterior dimensions.
- The distance of the proposal from all lot lines and any structure including neighboring structures.
- The depth of the proposed foundation or footers.
- The maximum percentage of the lot to be covered by building(s).
- The Water Supply is: ☐ Municipal Water ☐ Existing Well ☐ New Well
- Site is: ☐ Within Flood Plain ☐ **Not** within Flood Plain
☐ Designated as a Wetland ☐ **Not** Designated as a Wetland

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

8. A drawing showing the existing conditions surrounding the project area. The drawing must include but not limited to adjacent: locations, exiting requirements, fire separations and functional areas, etc. Indicate with sufficient clarity and detail the nature and extent of the work proposed and its context. Failure to do so will interrupt the approval process until all the pertinent information is received.
9. Architectural and/or Engineered drawings are required. Drawings need to be prepared by a New York registered Architect or Licensed Professional Engineer. When the project floor area exceeds fifteen hundred (1,500) square feet and/or the project costs twenty thousand (\$20,000) dollars or more.

Part IV: Notices (Read before signing):

1. Work conducted pursuant to a building permit must be visually inspected by the Code Enforcement Official and must conform to the New York State Uniform Fire Prevention and Building Code, and all applicable local, County of Erie, state and federal: laws, codes, rules and regulations.
2. In the event that there are changes to the scope of work that has been approved on the building permit, the Erie County Department of Public Works, Office of the Commissioner **must be notified immediately** of the same.
3. Prior to the start of Demolition activities the potential for exposure to asbestos and any other hazardous materials must be identified. Accordingly, an abatement plan that complies with New York State Department of Labor rules must be implemented.
4. It is the owner's responsibility to contact the Erie County Department of Public Works, Office of the Commissioner at (716) 858-8301 (Monday through Friday from 8am to 4pm) at least **72** hours before the owner and/or contractor wishes to have an inspection conducted. Inspections will be performed by appointment only. More than one inspection may be necessary. This is especially true for "internal work" which will eventually be covered from visual inspection by additional work (i.e. electrical work later to be covered by a wall).

Part V: Inspections (Read before signing):

1. **PROVISIONS SHALL BE MADE FOR INSPECTION OF THE FOLLOWING ELEMENTS OF THE CONSTRUCTION PROCESS, WHERE APPLICABLE:**
 - a. Work site prior to the issuance of a permit
 - b. Fire rated construction
 - c. Footing and foundations
 - d. Fire rated penetrations
 - e. Preparation for concrete slab
 - f. Solid fuel burning heating appliances, chimneys, flues or gas vents
 - g. Framing
 - h. Energy code compliance

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

- i. Rough-in of all building systems, including but not limited to: Electrical, Plumbing, Gas or Fuel Piping, Security, HVAC, Temperature Controls, etc.
 - j. A final inspection after all work authorized by the building permit has been completed
2. DO NOT PROCEED TO THE NEXT STEP OF CONSTRUCTION IF SUCH "INTERNAL WORK" HAS NOT BEEN INSPECTED. Otherwise, work may need to be removed at the contractor's expense to conduct the interior inspection. Close coordination with the Erie County Department of Public Works, Office of the Commissioner will greatly reduce this possibility.
3. All permitted electrical work to be performed will be inspected by a certified independent third party having the prior approval of the Department of Public Works. Such inspections shall be paid for by the Contractor.
4. Owner hereby agrees to allow the Erie County Department of Public Works, Office of the Commissioner to inspect the sufficiency of the work being done pursuant to this permit, provided however, that such inspection(s) is (are) limited to the work being conducted pursuant to this permit and any other non work related violations which are readily discernible from such inspection(s).
5. New York State law requires contractors to maintain Worker's compensation and Disability Insurance for their employees. The contractor, as part of their Building Permit Application, shall submit copies of their NYS Workmen's Compensation and NYS Worker's Disability Insurance Certificates on the prescribed New York State forms. The County also requires Certificates of Insurance as limited on the attached Schedule for Contractors performing work on County property whether contracted by the County or third party. Please use the attached Standard Insurance Certificate with the "County of Erie, 95 Franklin St, Buffalo, NY 14202" listed as Certificate Holder.
6. All drawings and specifications submitted with a Building Permit Application for a Building Permit shall bear the seal and signature of a NYS Registered Design Professional per the requirements of NYS law. Building Permit Applications submitted without the seal and signature of a registered NYS Design Professional will be returned as incomplete.
7. If a Certificate of Occupancy is required, the structure shall not be occupied until said certificate has been issued.
8. Work undertaken pursuant to this permit is conditioned upon and subject to any State and Federal regulations relating to Asbestos Material and any other Hazardous Material.
9. This permit does not include any privilege of encroachment in, over, under, or upon any city street or right-of-way.
10. The building permit card must be displayed so as to be visible from the street nearest to the site of the work being conducted.

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

I, _____, the above named applicant, hereby attest that I am the contractor for the above referenced project and affirm under the penalty of perjury that all statements made by me on this application are true.

(Contractor Signature)

Date:

Please Return Completed Application to:

Erie County
Department of Public Works
95 Franklin Street, Room 1400
Buffalo, NY 14202

DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY

☐ Application Approved

Date:

Permit Number:

☐ Permit issued by:

Date:

CERTIFICATE OF OCCUPANCY OR COMPLIANCE MUST BE OBTAINED BEFORE OCCUPANCY USE.

☐ Certificate of Occupancy or Use by:

Date:

☐ Application Denied by:

Date:

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

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.

County of Erie

DIVISION OF PURCHASE

23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45-day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

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

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

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 _____ by _____
Director of Purchase

Date _____ Title _____

Date _____

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

Date _____

COUNTY OF ERIE

DIVISION OF PURCHASE

MBE/WBE/SDVOB COMMITMENT CONSTRUCTION/MAINTENANCE SERVICES

The Erie County Legislature enacted Local Law No. 5, which requires a commitment to utilizing Minority and Women-owned businesses (MWBE) by persons or firms contracting with the County of Erie for construction and maintenance services. This commitment was updated via Local Law No. 1 (2022). 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.

The following provisions shall be inserted in, and made a condition of all bid specifications or requests for proposals prepared or administered by the Erie County Department of Public Works, Erie County Department of Parks, Recreation and Forestry, and/or the Erie County Department of Environment and Planning (including its Division of Sewage Management) and advertised after the effective date of this local law for any contract estimated by the County to exceed \$100,000 in cost (the "Construction Provision").

A. Minority and Women Business Enterprise Utilization Commitment:

Contractors awarded a contract by the County in a value of **\$100,000** or greater shall take action to create equal economic opportunity by utilizing bona fide MWBE and/or SDVOB for subcontracting on County projects.

Such equal economic opportunity action shall include, but not be limited to:

- (1) Utilizing a source list of MWBE and SDVOB compiled by the County or the State of New York;
- (2) Solicitation of bids from MWBE and SDVOB, particularly those located in Erie, Niagara, Cattaraugus and Chautauqua Counties;
- (3) Giving MWBE and SDVOB sufficient time to submit proposals in response to County solicitations;
- (4) Maintaining records showing MWBE and SDVOB and specific efforts to identify and award contracts to these entities; and
- (5) A goal of awarding a certain percentage of the total dollar value of the contract to MWBE and SDVOB, which shall be promulgated by the Director of the Division of Equal Employment Opportunity (DEEO) in accordance with the findings of the Erie County Disparity Study and in accordance with Section 11 of this local law.

B. Where the MWBE or SDVOB is a supplier, a credit of sixty percent (60%) of the dollar value of the subcontract between the MWBE or SDVOB and the contractor shall be awarded towards the fulfillment of the appropriate goal as set forth above, unless the supply budget for the overall project accounts for seventy-five percent (75%) or more of the total project budget, and in that instance a credit of one hundred percent (100%) of the dollar value of the subcontract between the MWBE or SDVOB and the contractor shall be awarded towards the fulfillment of the appropriate goal.

For the purposes of this provision, an MWBE or SDVOB shall be considered a 'supplier' when it assumes actual and contractual responsibility to furnish supplies or materials and is the manufacturer of those supplies or materials; or is recognized by the manufacturer involved as a distributor of its supplies or materials; and owns or leases a facility which is necessary and customary to carry out the purported function of the business; and distributes, delivers and services the supplies or materials with its own employees.

C. Where the MWBE or SDVOB performs a sales function, which is customarily performed as a distinct and necessary part of the supply process, the credit shall be the exact dollar value of the broker fees or the exact percentage of the markup on the product on a subcontract between the MWBE or SDVOB and the contractor. The sales credit will be awarded toward the fulfillment of the appropriate goal. Where the MWBE or SDVOB performs a function or service, which is commercially unnecessary, such as acting as a passive conduit in the supply process, or duplicating a service provided by others in the same supply chain from manufacturer to purchaser, no credit will be granted toward the appropriate goal.

A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBE, at least two percent (2%) of the total dollar value of the contract to WBE, and at least six percent (6%) of the total dollar value of the contract to SDVOB 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.

D. Each Contractor bidding on a County contract shall submit to the County, with the bid, a list of all MWBE and/or SDVOB with whom the Contractor has signed a binding contractual agreement, or is presently negotiating an agreement, for the purposes of meeting the minority and women business enterprise utilization goal provided for in section A(5) of this law. Such a list *must be signed by the MWBE and/or SDVOB* with whom the Contractor is seeking to utilize. A Contractor's bid shall not be considered where the contractor fails to submit such a signed list of MWBE and/or SDVOB as provided herein. A Contractor's bid shall not be considered where examination of said list of MWBE or SDVOB evidences failure by the contractor to comply with the equal economic opportunity action requirements provided for herein, except that the County may, upon written request by the contractor, grant a complete or partial waiver of the provisions when the availability of MWBE or SDVOB in the market area of the project is less than the goals above. Upon a written request by the Contractor, the County, through its Erie County DEEO, may grant a complete or partial waiver of the requirement for subcontracting with an MWBE or SDVOB when an MWBE or SDVOB for the project is not available; *if an appropriate, fully executed request for waiver and good faith effort log is submitted.*

E. As evidence of compliance with the goals set forth in this law, within fifteen (15) business days of the bid opening, the contractor shall submit to the County a schedule for MWBE or SDVOB participation, including the name(s) of the MWBE and/or SDVOB with whom the contractor intends to subcontract, specifying the agreed-upon price to be paid for such work, and identifying in detail the Contractor item(s) or parts to be performed by each MWBE or SDVOB. A letter of intent to enter into a subcontract or purchase agreement, contingent upon contract award by the County, and indicating the agreed-upon price and scope of work shall be provided, signed by both the contractor and the MWBE or SDVOB.

F. As evidence of compliance with the goals set forth in this law, the Contractor shall provide to the County copies of all subcontracts and/or purchase agreements with MWBE or SDVOB for the contract within fifteen (15) business days of the contract award. A notice to proceed with construction shall not be issued until the County receives such documentation.

G. As evidence of compliance with the goal set forth in this law, when the project is thirty percent (30%) complete, the Contractor shall submit a list of the MWBE or SDVOB with whom the contractor has entered into a binding agreement for subcontracting under this contract to the County. The same information is required when the project is at seventy-five percent (75%) completion and a final accounting must accompany the final payment request to the County.

H. Failure to comply in good faith with the provisions set forth herein shall constitute a breach of the contract, subject to all remedies available to the County, including but not limited to the assessment of liquidated damages or other contractual penalties, as reasonable and appropriate.

I. In the event of non-compliance with subparagraphs D, E, and F provisions by a successful low bidder Contractor, the County has the discretion to proceed with negotiations with the next two lowest or qualified bidders.

J. All appropriate goals, ownership status, and compliance with the provisions of this law shall be certified by the Erie County DEEO after review of appropriate documents and investigation.

For the purpose of this section, the following terms mean:

"Minority Business Enterprise" (MBE) shall mean a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a minority group member, or in the case of a publicly owned business, at least 51 % of all stock is owned by minority group members. For the purposes of this provision, a minority group member is a person who is a citizen or permanent resident alien of the United States who is African-American, Hispanic, Latino, Asian-American, or Native American.

"Women-owned Business Enterprise" *Women Business Enterprise* ("WBE") shall mean a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a woman or women, or in the case of a publicly owned business, at least a woman or women own 51 % of all stock of the entity.

"Minority or Women-owned Business Enterprise" *Minority-Women Business Enterprise* ("MWBE") shall mean a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a minority group member, or in the case of a publicly owned business, at least 51 % of all stock is owned by minority group members. For the purposes of this provision, a minority group member is a person who is a citizen or permanent resident alien of the United States who is African-American, Hispanic, Latino, Asian-American, or Native American or a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a woman or women, or in the case of a publicly owned business, at least a woman or women own 51 % of all stock of the entity.

"Service-Disabled Veteran-Owned business" (SDVOB) 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 Equal Employment Opportunity (EEO)
95 Franklin Street
9th Floor
Buffalo, New York 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/WBE/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	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/ SERVICE	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/ SERVICE	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/ SERVICE	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/ SERVICE	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/WBE/SDVOB 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 10%)	_____ %
*WBE Percent (%) of project bid: (EC goal is 2%)	_____ %
*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/SDVOB UTILIZATION REPORT - PART B

FINAL CERTIFICATION OF EXPENDITURES TO MBE/WBE/SDVOB

(To be completed by the prime vendor and submitted to the
Erie County DEEO 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 DEEO
95 Franklin Street
9th Floor
Buffalo, New York 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 MBE and/or 2% WBE, 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 MWBE 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.

SIGNATURE OF AUTHORIZED
COMPANY REPRESENTATIVE

DATE

For Official Use Only

Granted in Whole: _____

Granted in Part: _____

Comments:

DIRECTOR OF DEEO

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

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"/> PRO-JECT <input type="checkbox"/> LOC					PRODUCTS COMP/DP 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	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE					
	<input type="checkbox"/> RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N				WC STATU TORY LIMITS OTH ER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH)	<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

County of Erie
95 Franklin St
Buffalo NY, 14202

CANCELLATION

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 Depl. 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.

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# 2025014964_____.

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

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

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