

County of Erie

DIVISION OF PURCHASE BID SPECIFICATIONS

BID NO. 260130-002

Ship to:
Attention:

Ship Via:
Date Required at Destination:

ITEM NO.	QTY	UNIT	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
1A	31,000	LF	Heavy Cleaning and CCTV of Sanitary Sewers (8" Diameter)		
1B	681	LF	Heavy Cleaning and CCTV of Sanitary Sewers (12"-21" Diameter)		
2	1	LS	Mobilization (4% max.)		
3	1	LS	Maintenance and Protection of Traffic		
4	1	LS	Contingency Allowance	\$5,000	\$5,000
				TOTAL BID PRICE:	\$
			<u>Bidders shall print, complete & submit the following:</u>		
			Division of Purchase Invitation to Bid (34 pages including Exhibits),		
			Bid Form Exhibit BF-2 and BF-3 (2 pages)		
			Acknowledgement of Wage Rates (Section 00 73 43 – 1 page) and Certificate of Contractor Registration & Acknowledgment of NYSDOL Contractor Registration (Section 00 73 43 - 1 page)		
			& NYS Vendor Responsibility Questionnaire (Section 00 73 75 – 15 pages)		
			There is no Pre-Bid Meeting scheduled. Site visits are available by request only by contacting the Engineer. For questions contact Erie County Division of Sewerage Management; Nadine R. Wetzel, P.E., nadine.wetzel@erie.gov , 716-858-6145.		

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

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

NAME OF BIDDER _____

(Rev. 9/95)

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

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

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

County of Erie

DIVISION OF PURCHASE

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

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

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

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

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

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

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

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

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

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

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

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

(Rev. 04/09)

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

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

If foreign corporation, state if authorized to do business in the State of New York:

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

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

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

(Rev. 12/01/93)



COUNTY OF ERIE

DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

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

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

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

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

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

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

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



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE
DIVISION OF PURCHASE

CONSTRUCTION/RECONSTRUCTION CONTRACTS

1. DISCRIMINATION. The successful bidder agrees:

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

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

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

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

(e) the aforesaid provisions of this section covering every contract for or on behalf of the County of Erie for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York. (N.Y. State Labor Law Article 8 Section 220-e)

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

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

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

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

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

3. AFFIRMATIVE ACTION PROGRAM AFFECTING CONSTRUCTION CONTRACTS. The Erie County Legislature has adopted a resolution directing that County Construction Contracts require the contractor to take affirmative action to secure equal opportunity for minority group workers and to comply with the Affirmative Action Program of the County of Erie. The Legislative resolution provides that a contract for the purchase of equipment involving installation work by building trade employees shall be considered a construction contract if the number of such employees on the job site shall at any time exceed ten (10). If the contractor intends to have more than ten (10) such employees on the job site at any one time, it shall be the contractor's obligation to make a written request to the Director of the Division of Purchase for a copy of the special conditions pertaining to affirmative action. The contractor shall not, at any time, place more than ten (10) such employees on the job site except in compliance with the said resolution and the said special conditions.

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



County of Erie

DIVISION OF PURCHASE

BID BOND (FORMAL BID)

BID BOND OR CERTIFIED CHECK FOR \$ ----- OR FOR 5% OF THE TOTAL BID MUST BE SUBMITTED WITH THE BID. The undersigned agrees that the bid security may be retained by the County until contracts have been signed and Performance Bonds have been delivered to the County, except as provided in Paragraph 23, in the Invitation to Bid. SHOULD THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED FAIL TO EXECUTE THE AGREEMENT SUBMITTED BY THE COUNTY IN ACCORDANCE WITH THE FORMAL BID AND OTHER CONTRACT DOCUMENTS AND TO FURNISH THE REQUIRED PERFORMANCE BOND WITHIN FOURTEEN (14) CALENDAR DAYS AFTER THE NOTICE OF AWARD, THE CERTIFIED CHECK OR THE BID BOND AMOUNT SHALL BE FORFEITED TO THE COUNTY AS LIQUIDATED DAMAGES CAUSED BY SUCH FAILURE.

(Rev. 4/1/93)

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

Erie County Equal Pay Certification

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

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

Signature

Verification

STATE OF _____)
COUNTY OF _____) SS:

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

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

Sworn to before me this _____
Day of _____, 20__



County of Erie

DIVISION OF PURCHASE

STANDARD AGREEMENT

This AGREEMENT, made as of the _____

by and between _____

of _____

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

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

on _____ at _____

for: _____

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

was the lowest responsible bid submitted; and

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

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

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

_____ Paid monthly upon presentation of invoices.

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

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

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

COUNTY OF ERIE

CONTRACTOR: _____

by _____
Director of Purchase

by _____

Date _____

Title _____

Date _____

APPROVED AS TO FORM

Assistant County Attorney
County of Erie, New York

Date _____

County of Erie
DIVISION OF PURCHASE
NON-COLLUSIVE BIDDING CERTIFICATION

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

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

NOTICE
(Penal Law, Section 210.45)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

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

TERMS _____ DELIVERY DATE AT DESTINATION _____

FIRM NAME _____

ADDRESS _____

ZIP

AUTHORIZED SIGNATURE _____

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE _____ TELEPHONE NO. _____

COUNTY OF ERIE

DIVISION OF PURCHASE

MBE/WBE/SDVOB COMMITMENT 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 4.

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 6%)	_____ %
*WBE Percent (%) of project bid: (EC goal is 5%)	_____ %
*SDVOB Percent (%) of project bid: (EC goal is 6%)	_____ %

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

_____	_____
*SIGNATURE OF AUTHORIZED REPRESENTATIVE	*DATE

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

_____	_____
NAME	DATE

MBE/WBE/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 6% for MBE and/or 5% 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.

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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

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

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

Workers Compensation Forms

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

DBL (Disability Benefits Law) Forms

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

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



County of Erie
DIVISION OF PURCHASE

PERFORMANCE BOND

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

(Rev. 4/1/93)



COUNTY OF ERIE

DIVISION OF PURCHASE

PERFORMANCE BOND

BOND NO. _____

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

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

(Describe Project)

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

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

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

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

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

Signed, sealed and dated this _____ day of _____ 20 _____

(PRINCIPAL)

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

(SURETY) (SEAL)

By: _____

EXECUTED POWERS OF ATTORNEY TO BE SUBMITTED WITH PERFORMANCE BOND.

NEW YORK STATE PREVAILING WAGE

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

This project's PRC# 2026014772.

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

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

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

CONFINED SPACE PROGRAM CERTIFICATION

This is to certify that _____ has
(Company Name)

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

By: _____
Contractor's Signature

Typed or Printed Name

Title

Business Name

Business Address

Certification Regarding Debarment And Suspension

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

Date: _____

Signature

Title

Business Name

Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals

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

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

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
 - (1) Abide by the terms of the statement; and,
 - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
 - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Date: _____

Signature

Title

Business Name

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

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

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

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

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

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

Date: _____

Signature

Title

Business Name

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

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

(CORPORATE SEAL)

(If bid is by a Corporation)

By: _____

Contractor's Signature

Business Name

Name: _____

Typed or Printed Name

Date: _____

Title: _____

00 41 13, Bid Form

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Section 00 73 43 Wage Rate Requirements

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

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FORMS:

Acknowledgement of Wage Schedule Receipt (SUBMIT WITH BID)

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

ARTICLE 1—HOURS AND WAGES

- 1.01. No laborer, worker, or mechanic in the employ of Contractor, Subcontractor or other person doing or contracting to do the whole or part of the Work contemplated by this Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in case of extra-ordinary emergency as described in Section 220(2) of the New York State Labor Law. For work in excess of eight hours in any one day or five days in any one-calendar week an "Application for Dispensation of Hours" (Form PW-30) must be submitted and approved by Erie County and the State Department of Labor.
- 1.02. The wages and supplements to be paid to laborers, workers or mechanics performing the Work under this Contract shall be not less than the prevailing rate of wages and supplements as defined and determined by the New York State Labor Law. On projects involving both State and Federal agencies, Contractor shall obtain the Federal Wage rates and apply the higher rate for the trade or occupation. The prevailing rate of wages for New York State can be found at **PRC#: 2026014772**. Contractor is responsible for all modifications to the prevailing wage rates that may occur during the course of the Contract.
- 1.03. There shall be paid each laborer or mechanic of Contractor or Subcontractor engaged in the Work on the Project under this Contract in trade or occupation listed below, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such laborers and mechanics.
- 1.04. Any laborer or mechanic employed to perform work on the Project under this Contract, which work is not covered by any of the classifications, of the various State and Federal agencies, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to work to be performed by them and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event any dispute on that question cannot be adjusted, the information, together with the recommendations of Engineer or its other authorized representatives, shall be referred for determination to Owner's governing body or other duly designated official whose decision on the question shall be conclusive on the parties to the Contract with the same effect as if the Work performed by such laborer or mechanic had been classified and the minimum rate specified herein.
- 1.05. The foregoing specified wage rates are minimum rates only. Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rates contained in this Contract. All disputes in regard to the payment of wages in excess of those specified in this Contract shall be adjusted and resolved by Contractor.
- 1.06. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by Owner's governing body or other duly designated officials, or the New York State Department of Labor.

ARTICLE 2—POSTING MINIMUM WAGE RATES

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

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

ARTICLE 3—PAYROLL RECORDS

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

ARTICLE 4—APPRENTICES

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

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

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

ARTICLE 6—PAYMENT OF EMPLOYEES

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

ARTICLE 7— NYS DOL CONTRACTOR REGISTRATION

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

ARTICLE 8—WAGE RATE FORMS

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

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

Acknowledgement of Wage Schedule Receipt

(SUBMIT WITH BID)

By signing this form, the Bidder acknowledges the following:

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

Project Name: _____

Contract: _____

Company Name: _____

Company Address: _____

Signature: _____

Written Name: _____

Certificate of Contractor Registration & Acknowledgement of NYSDOL Contractor Registration

(SUBMIT WITH BID)

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

By signing this form, the Bidder has either:

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

Project Name: _____

Contract: _____

Company
Name: _____

Company
Address: _____

Signature: _____

Written
Name: _____

SECTION 00 73 75

LOCAL AGENCY REQUIREMENTS

This Section details Local Law requirements for the Project that are not included in other Sections. This Section is part of the Contract Documents.

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ARTICLE 1 – ERIE COUNTY LOCAL LAW INTRO NO. 2 – 2021

COUNTY OF ERIE
LOCAL LAW NO. 2
2021

A LOCAL LAW updating and reforming Erie County's Requirements for Lowest Responsible Bidding on County Construction Projects and Repealing and Replacing Local Law 1-2009 in its entirety.

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:

Section 1. Legislative Intent.

The Erie County Legislature hereby finds, declares and determines that:

- A. New York General Municipal Law Section 103 requires that all contracts entered into by the County of Erie for public work involving an expenditure of more than thirty-five thousand dollars (\$35,000) shall be awarded to the lowest responsible bidder.
- B. Taxpayers have a strong interest in an effective screening process to ensure that appropriate contractors be awarded public works contracts. A thorough evaluation process ensures that the taxpayers get a proper return on their investment and that qualified contractors are awarded bids.
- C. General Municipal Law § 103(15)(a) recognizes the need for this process and provides that municipalities, such as the County of Erie, may establish guidelines governing the qualifications of bidders seeking to bid or enter into such contracts.
- D. By enacting this Local Law, the County of Erie seeks to establish such guidelines in order to assure the prudent and economical use of public moneys for the benefit of all the inhabitants of the County.

Section 2. Short Title.

This Local Law shall be known as "the Erie County Lowest Responsible Bidder Law".

Section 3. Applicability.

This Local Law shall apply to County of Erie construction projects, defined herein, in excess of \$35,000 and advertised for bids on or after the effective date of this Local Law.

Section 4. Definitions.

- A. "The County of Erie" or "County" as used herein shall include the political subdivision known as the County of Erie as well as those County Departments responsible for letting public works contracts.
- B. "Bidder" or "bidders" as used herein shall include individuals, companies, partnerships or other entities that respond to requests for bids issued by the County of Erie.
- C. "Construction Projects" as used herein shall mean projects with a value in excess of

\$35,000 where the County of Erie is a direct or indirect party to the contract which includes more than an incidental amount of construction type activity intended to benefit the public, including all work which is necessary, incidental or connected with the execution of the contract which is performed by construction workers. A public entity need not be party to the construction contract. A construction contract includes: projects that the County of Erie funds directly, projects that the County of Erie funds indirectly by providing funds to a separate entity to perform the construction type activity; privately financed construction projects specifically built with the intent of leasing them to any Department of the County of Erie government; and construction projects built under the County of Erie's direction and later paid for with County of Erie funds.

D. "Commissioner" as used herein shall mean the Commissioner of the County of Erie Department that is requesting bids and/or his or her designee.

E. "Responsible" or "responsibility" as used herein means the financial ability, legal capacity, integrity, past performance of a business entity and compliance with applicable laws and regulations and as such terms have been interpreted relative to public procurements.

F. "Responsive" as used herein means a bidder meeting the minimum specifications or requirements as prescribed in the request for bids.

G. "Responsibility Questionnaire" shall mean the current the New York Vendor Responsibility Questionnaire For-Profit Construction (CCA-2), as maintained by the New York Office of the State Comptroller, and as may be amended from time to time, which requires all bidders to answer questions demonstrating their financial ability, legal capacity, integrity, past performance on municipal contracts and compliance with applicable laws and regulations. Such Questionnaire shall be affirmed by a principal of the bidder.

Section 5. Requirements.

A. By submitting bids in response to solicitations from the County of Erie, all bidders and sub-bidders (including sub-sub bidders) for construction projects funded by the County of Erie, acknowledge the terms and conditions of this Local Law and agree that they shall comply with the obligations of this Local Law.

B. In addition to the bid response, all bidders shall complete and submit a Responsibility Questionnaire as defined in Section 4 so that the County can evaluate the financial responsibility and organizational capacity of the bidder; the bidder's legal authority to do business in this County and State; the integrity of the owners, officers, principals, members and contract managers and the past performance of the bidder on prior municipal or public contracts. The completed Responsibility Questionnaire must be submitted with the bid.

C. Failure to submit the completed Responsibility Questionnaire with the bid documents shall render the bid non-responsive and the bid shall not be considered by the Commissioner.

Section 6. Procedure.

A. Bids for construction projects to which this Local Law applies shall be advertised in accordance with the requirements of the General Municipal Law and other applicable State and Local Laws. Such advertisement shall set forth the request for bids and shall set forth the deadline for submission and the time and place of the public opening of the bids.

B. The Commissioner, or his or her designee, shall distribute to all bidders a copy of this Local Law and the Responsibility Questionnaire referenced above. Distribution of the aforementioned documents shall be deemed effectuated when delivered in the same manner as the request for bids and any associated documents. The submission of a bid shall establish that the bidder received all necessary documents, including but not limited to, the Responsibility Questionnaire.

C. Only Bids accompanied by the Responsibility Questionnaire and all other necessary documentation will be considered by the Commissioner and or his or her designee.

D. All bids received shall be publicly opened and read at the time and place so specified in the advertisement for bids and the identity of all bidders shall be publicly disclosed at the time and place so specified. The apparent lowest bidder shall be announced at that time.

E. Commencing on the date of the bid opening and lasting for ten (10) calendar days thereafter, there shall be a public comment period during which members of the public may submit information relative to any such bidder to the Commissioner. The Commissioner shall acknowledge receipt of such information, and provide a written response prior to the final determination of bidder responsibility.

F. After review of the bid documents, the information collected pursuant to this and other Local Laws, New York State Law, applicable rules and regulations, consideration of the information provided in the Responsibility Questionnaire and of the financial ability, legal capacity, integrity, past performance of the bidder and compliance with applicable laws and regulations, the Commissioner shall determine if the apparent lowest bidder is responsible.

H. If the amount of the lowest responsible bidder appears disproportionately low when compared with estimates undertaken by or on behalf of the County of Erie, and/or compared to other bids submitted (10% or greater disparity), the County reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

I. If the apparent lowest bidder is deemed responsible by the Commissioner, such low bidder will be notified, as soon as is practicable.

J. At least five (5) business days prior to the award of the contract to the low bidder, the Commissioner shall post on the Erie County Website a listing of the three apparent lowest bidders for the work.

Section 7. Non-Responsibility Determination.

A. If, after review of the bid documents, the information collected pursuant to this and other Local Laws, New York State Law, applicable rules and regulations, consideration of the information provided in the Responsibility Questionnaire and of the financial ability, legal capacity, integrity, past performance of the bidder and compliance with applicable laws and regulations, the Commissioner makes a provisional determination that the apparent lowest bidder is deemed not to be responsible, the provisions of subdivisions C-E herein shall apply.

B. In the event the bidder is found to have falsified information on a submitted Responsibility Questionnaire or if the bidder fails to properly disclose information that would call into question the

financial ability, legal capacity, integrity, or past performance of the business entity, the Commissioner shall make a provisional determination that the bidder is not responsible subject to the provisions of subdivisions C-E herein.

C. Not less than five (5) business days prior to any final determination that the apparent lowest bidder is not responsible, the County shall notify the affected bidder of the same, in writing, stating the reasons therefore and setting forth a time, date and place for the apparent lowest bidder to appear and be heard on the issue of non-responsibility. Mailing via first class mail to the address provided by bidder shall constitute sufficient service of the notice.

D. At the date, time and place set forth above, the bidder may appear in person, with or without counsel or via affidavit. After due consideration, the Commissioner shall make a determination with regard to responsibility. Such determination may be appealed pursuant to the CPLR.

E. If the apparent lowest bidder is deemed not to be responsible; then the next lowest bidder will be reviewed and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder. The Commissioner reserves the right to award the contract to the bidder determined to be the lowest responsible bidder or to reject all bids and rebid the contract in accordance with the General Municipal Law.

Section 8. Ongoing Responsibility.

A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Any resident of Erie County who has reason to believe that an awarded contractor is not responsible, may submit to the Commissioner evidence as to why the contractor or subcontractor is not responsible. The Commissioner shall acknowledge receipt of such evidence, and provide a written response within fifteen (15) calendar days.

C. The Commissioner may, upon receipt of such information, conduct a further investigation into whether or not the contractor is responsible and prior to making any determination of non-responsibility shall proceed in accordance with the process set forth in Section 7 above.

Section 9. Sanctions.

A. Any contractor or subcontractor, its alter ego or control group, or principal officer who has, after the opportunity to be heard as set forth above, been determined by the Commissioner to be non-responsible, shall be barred from bidding on contracts for the County of Erie for a period of six months for the first violation. In the event the bidder subsequently fails to comply with the provisions of this Local Law on future bids, it may be subject to additional penalties, including prohibition against work on County contracts for three years for the second violation, and permanently for the third violation.

Section 10. Emergency.

A. Notwithstanding the provisions of this Local Law, in the case of a public emergency arising out of an accident or any other unforeseen occurrence or condition whereby circumstances affecting public buildings,

public property or the life, health, safety or property of the inhabitants of the County of Erie, which requires immediate action which cannot await competitive bidding or competitive offering, contracts for public work may be let by the appropriate officer, board or agency of the County of Erie without competitive bidding and as it otherwise deems appropriate.

Section 11. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local Law or in its application to the person, individual, corporation, firm; partnership, entity, or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

Section 12. Effective Date.

This Local Law shall take effect 30 days after the filing with the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.

Sponsors:

Timothy Meyers
April N.M. Baskin
Howard Johnson

ARTICLE 2 –LOCAL LAW NO. 2 – 2021 INFORMATION FOR BIDDERS

Local Law 2-2021 is a law specific to Erie County concerning lowest responsible bidding requirements. This law became effective April 4, 2021. As a part of this law the experience questionnaire required is New York State’s Vendor Responsibility Questionnaire For-Profit Construction (CCA-2).

This form needs to be submitted in hard copy with the bid proposal on the date bids are due.

Erie County will not be using the New York State VendRep system for submittal of this questionnaire, **so a hard copy of all pages is required**. The New York State Vendor Identification Number (NYS Vendor IDA) is not a requirement of the Erie County and therefore the information is not required to be filled out in the questionnaire.

If a bidder is concerned about submitting the financial statements required in Attachment C (that attachment only) can be submitted within three days after bid opening or when requested by Owner.

ARTICLE 3 –LOCAL LAW NO. 2 – 2021 FORMS

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

1. New York State (NYS) Vendor Responsibility Form For For-Profit Construction (CCA-2) (SUBMIT WITH BID)
2. NYS Vendor Responsibility Form Attachment A (SUBMIT WITH BID)
3. NYS Vendor Responsibility Form Attachment B (SUBMIT WITH BID)
4. NYS Vendor Responsibility Form Attachment C (SUBMIT WITHIN 3 DAYS WHEN REQUESTED)

SUBMIT PAPER COPY WITH BID**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.	Fax	
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.	Fax	
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS				
1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:				
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation			
b) <input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized			
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration			
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established			
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)		
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?			
g) <input type="checkbox"/> Other	Date Established			
If Other, explain:				
1.1 Was the <u>Business Entity</u> formed in New York State?				<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:				
<input type="checkbox"/> United States	State			
<input type="checkbox"/> Other	Country			

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			<input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," check all that apply:			
<input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE)			
<input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE)			
<input type="checkbox"/> <u>New York State Small Business</u>			
<input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i>			
<u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? (<i>Attach additional pages if necessary.</i>)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name (<i>Include middle initial</i>)	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? (<i>Attach additional pages if necessary.</i>)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable (<i>enter N/A, if not applicable</i>):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name (<i>Include middle initial</i>)	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction</u> -related <u>Joint Ventures</u> within the past three (3) years? (<i>Attach additional pages if necessary.</i>)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts? Yes No

If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.

If less than ten, include most recent subcontracts on projects up to that number.

3.1 Does the Business Entity currently have uncompleted construction contracts? Yes No

If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.

Note: Ongoing projects must be included.

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? Yes No

4.1 Been subject to a denial or revocation of a government prequalification? Yes No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? Yes No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? Yes No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? Yes No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? Yes No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? Yes No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? Yes No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? Yes No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? Yes No

5.3 Had its surety called upon to complete any contract whether government or private sector? Yes No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? Yes No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of: (i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: <ul style="list-style-type: none"> • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
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For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 <u>Suspended, debarred or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 The subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: <ul style="list-style-type: none"> (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project		b. Aggregate (All Projects)
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls . (This information must be attached.)		

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).
Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.

Yes No

If "Yes," indicate the question number(s) and explain the basis for the claim.

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)**

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20__;

_____ Notary Public

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
1.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
2.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
3.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
4.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
5.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

SUBMIT PAPER COPY WITH BID

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
6.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
7.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
8.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
9.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
10.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

SUBMIT PAPER COPY WITH BID

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:								
1.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
2.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
3.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
4.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount		

SUBMIT PAPER COPY WITH BID

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:								
5.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
6.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
7.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
8.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	

SUBMIT PAPER COPY WITH BID
NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:							
9.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
10.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
Grand Total All Uncompleted Contracts						\$0.00	

SUBMIT WITHIN 3 DAYS UPON REQUEST

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets

1. Cash		\$	-	
2. Accounts receivable - less allowance for doubtful accounts	\$	-		
Retainers included in accounts receivable	\$	-		
Claims included in accounts receivable not yet approved or in litigation	\$	-		
Total Accounts Receivable	\$	-		
3. Notes receivable - due within one year	\$	-		
4. Inventory - materials	\$	-		
5. Contract costs in excess of billings on uncompleted contracts	\$	-		
6. Accrued income receivable				
Interest	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Accrued Income Receivable	\$	-		
7. Deposits				
Bid and Plan _____	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Deposits	\$	-		
8. Prepaid Expenses				
Income Taxes	\$	-		
Insurance	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Prepaid Expenses	\$	-		
9. Other Current Assets				
Other (list) _____	\$	-		
_____	\$	-		
Total Other Current Assets	\$	-		
10. Total Current Assets				\$ -
11. Investments				
Listed securities-present market value	\$	-		
Unlisted securities-present value	\$	-		
Total Investments				\$ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

12. Fixed Assets

Land	\$	-	
Building and improvements	\$	-	
Leasehold improvements	\$	-	
Machinery and equipment	\$	-	
Automotive equipment	\$	-	
Office furniture and fixtures	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total			\$ -
Less: Accumulated depreciation			\$ -
Total Fixed Assets - Net			\$ -

13. Other Assets

Loans receivable			
Officers	\$	-	
Employees	\$	-	
Shareholders	\$	-	
Cash surrender value of officers' life insurance	\$	-	
Organization expense – net of amortization	\$	-	
Notes receivable - due after one year	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total Other Assets			\$ -

14. TOTAL ASSETS

\$ -

\$ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

LIABILITIES

Current Liabilities

15. Accounts payable	\$	-
16 a. Loans from shareholders - due within one year	\$	-
16 b. Other Loans - due within one year	\$	-
17. Notes payable - due within one year	\$	-
18. Mortgage payable - due within one year	\$	-
19. Other payables - due within one year		
Other (list) _____	\$	-
_____	\$	-

Total Other Payables - due within one year	\$	-
20. Billings in excess of costs and estimated earnings	\$	-
21. Accrued expenses payable		
Salaries and wages	\$	-
Payroll taxes	\$	-
Employees' benefits	\$	-
Insurance	\$	-
Other	\$	-
Total Accrued Expenses Payable	\$	-
22. Dividends payable	\$	-
23. Income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Income Taxes Payable	\$	-
24. Total current liabilities	\$	-
25. Deferred income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Deferred Income Taxes	\$	-
26. Long Term Liabilities		
Loans from shareholders - due after one year	\$	-
Other Loans - due within one year		
Principle	\$	-
Interest	\$	-
Notes payable - due after one year	\$	-
Mortgage - due after one year	\$	-
Other payables - due after one year	\$	-
Other (list) _____	\$	-
_____	\$	-
Total Long Term Liabilities	\$	-

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

27. Other Liabilities			
Other (list) _____	\$	-	
_____	\$	-	
Total Other Liabilities			\$ _____ -
28. TOTAL LIABILITIES			\$ _____ -

NET WORTH

29. Net Worth (if proprietorship or partnership)			\$ _____ -
30. Stockholders' Equity			
Common stock issued and outstanding	\$	-	
Preferred stock issued and outstanding	\$	-	
Retained earnings	\$	-	
Total	\$	-	
Less: Treasury stock	\$	-	
31. TOTAL STOCKHOLDERS' EQUITY			\$ _____ -
32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY			\$ _____ -

SECTION 01 11 13
WORK COVERED BY CONTRACT DOCUMENTS

PART I – GENERAL

1.1 SUMMARY

- A. This section includes a general listing of work items under the Contract. This listing is not meant to be inclusive of all items of work or what is required to accomplish the Work.
- B. The Work is located within the area indicated on the Contract Maps and Table in Appendix A, and includes work on Camp Road (NYS Route 75) and Sowles Road (CR 169), Southwestern Boulevard (NYS Route 20), and several local (residential) streets in the Town of Hamburg and Erie County Sewer District No. 3. Access to the work area shall be via public highway rights-of-way, existing easements, and property owned by the County of Erie.
1. If the Contractor proposes an alternate route or access through private property or use of private property for any reason including parking or storage of equipment, the Contractor shall be responsible for obtaining, at his expense, right of entry or proof of written consent from the property owner.
 2. Access – The work area includes access through commercial parking lots including but not limited to: West Herr Chevrolet (5025 Southwestern Blvd), Tim Hortons (5035 Southwestern Blvd), Hamburg Honda (5133 Camp Road), Arby's (5155 Camp Road), and McDonald's (5087 Camp Road). Property owners will be notified about the project by the Owner prior to the start of the work. The Contractor shall coordinate with the property owners/managers as required to facilitate the work.
- C. Related Sections:
1. Section 01 14 17 – Coordination with Owner's Operations
 2. Section 01 14 19 – Use of Site
 3. Section 01 14 33 – Work in Rights-of-Way
 4. Section 01 20 13 – Lump Sum Measurement and Payment
 5. Section 01 22 13 – Unit Price Measurement and Payment
 6. Section 01 55 33 –Traffic Control
 7. Section 01 71 34 – Protection of the Work and Property
 8. Section 02521 – Sanitary Sewer Pipeline Cleaning and Inspection

1.2 INTENT

- A. The Contract Documents are complementary, are intended to cooperate and provide for, and include everything necessary for, the proper and complete

orderly execution and finishing of the Work. Any work shown on the drawings concerning which there are no particular specification, or the omission from both drawings and specifications of express reference to any work which was intended under the Contract, shall not excuse or relieve Contractor or Subcontractor from furnishing the same. Work or materials described in words which have a well-known technical or trade meaning, shall be interpreted by such customary and recognized standard of meaning.

- B. It is understood that except as otherwise stated in the Contract Documents, Contractor shall provide and pay for all permits, materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature necessary to execute, complete and deliver the Work.

1.3 SCOPE OF WORK

A. General Requirements

1. Work not identified in the detailed scope of work or bid item description, but nevertheless required, shall be performed as specified, shown or intended.
2. Refer to Sections 01 14 17 Coordination with Owner's Operations, 01 14 19 Use of Site, and 01 14 33 Work in Rights-of-Way for limitations while performing the Work at the site.
3. Refer to Sections 01 55 33 Traffic Control and 01 71 34 Protection of the Work and Property for addition requirements related to the Work.

B. The Work includes the following detailed scope:

1. Heavy cleaning and closed-circuit television (CCTV) inspection of approximately 31,700 linear feet of sanitary sewer lines and trunklines ranging from 8-inch diameter to 21-inch diameter for the depths and diameters indicated, and the various locations indicated, in the Contract Documents
2. Bypass pumping shall be provided by the Contractor if necessary to obtain an unobstructed, high quality CCTV inspection of the sewerlines as defined in the Specifications.
3. Work is inclusive of all traffic control including securing highway permits, setting up, maintaining, and taking down work zones and all applicable signage and devices. Camp Road (NYS Route 75) and Southwestern Boulevard (NYS Route 20) are state roads and Sowles Road (CR 169) is an Erie County Highways roadway and will require road permits for work within the right of way.

4. Timing of the work shall be during normal flow conditions. No entry or inspection will be permitted during high flow events during wet weather. Work must be scheduled with the Owner in a minimum of three (3) working days in advance.
5. All work shall be completed within 120 days from the Notice to Proceed.
6. In the event that the Contractor loses any materials or equipment in the access manholes or pipeline, the Contractor shall be responsible to retrieve or remove the items so that they do not become an obstruction or blockage in the Owner's collection system.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

NOT USED

END OF SECTION

SECTION 01 14 17
COORDINATION WITH OWNER'S OPERATIONS

PART 1 GENERAL

1.1 SUMMARY

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

B. Related Sections:

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

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

1.2 GENERAL

1. Coordinate work with Owner's operations. Owner cannot always predict when excessive flows will occur in the collection system. Notification of predicted periods of high use will be given when possible but such notifications will not be definitive and may be the day before work is scheduled. Contractor should continuously verify that planned or scheduled activities will not impact Owner operations, and shall also monitor weather and use his/her own best judgement.

B. Interruptions to Owner's Operations

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

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

1.3 SEPARATION

A. Contractor must provide physical separation between the Work and Owner's existing operations to the greatest extent possible.

B. Where separation is not possible, Contractor shall provide provisions for Owner's operations to continue as though there was a separation, unless otherwise specified.

1.4 NOTIFICATIONS

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

**SECTION 01 14 19
USE OF SITE**

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations with respect to the Site.
- B. Related Sections:
 - 1. Section 01 11 13 – Work Covered by Contract Documents
 - 2. Section 01 14 17 – Coordination with Owner’s Operations
 - 3. Section 01 14 33 – Work in Rights-Of-Way
- C. Refer to Section 01 11 13 Work Covered by Contract Documents for the general listing of the Work.

1.2 GENERAL

- A. Store apparatus, materials, supplies and equipment in a safe, orderly manner that does not interfere with the Work or normal operations of the surrounding areas. Storage shall not block access in areas of egress.
- B. Refer to Section 01 14 33 Work in Rights-Of-Way for detailed information on work in rights-of-way.
- C. Store materials that are subject to injury by exposure to weather, theft, breakage or otherwise. Storage will not be available on the Site. Owner will not be responsible for any items stored on the project site.
- D. Contractor shall follow all rules and requirements specific to the Site, including but not limited to, obeying all signage and following site safety policies.

1.3 EASEMENTS AND RIGHTS OF ENTRY

- A. Should there be an easement or right of entry that Owner is in the process of obtaining; the Contract Documents will indicate as such. No work shall commence in these areas until the easement or right of entry acquisition has been completed. No change to Contract Price will be considered for any delay in acquisition of the easement or right of entry by Owner. Extensions to Contract Time will be considered if requested by Contractor in writing.

1.4 LIMITATIONS

- A. Use of the Site by Contractor is restricted to operations required to complete the Work included in the Contract Documents.

- B. Facilities, buildings, equipment, tools or other that is not property of Contractor shall not be used without written consent.
- C. Contractor shall not dispose of any refuse resulting from the Work, including items demolished at the Site, in refuse containers contained on the Site unless those containers are placed there by Contractor or Contractor has received written authorization for use.
- D. Contractor may be prohibited from entering certain areas of the Site. Some areas may only be prohibited under certain conditions. Refer to Section 01 14 17 Coordination with Owners Operations for detailed information.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 14 33
WORK IN RIGHTS-OF-WAY

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations with respect to working along a roadway in the rights-of-way.
- B. Related Sections:
 - 1. Section 01 11 13 –Work Covered by Contract Documents
 - 2. Section 01 14 17 – Coordination with Owner’s Operations
 - 3. Section 01 14 19 – Use of Site
- C. Refer to Section 01 11 13 Work Covered by Contract Documents for the general description of items of work along a roadway.

1.2 GENERAL

- A. Work along and under roads, railroads, waterways, airports, or similar locations, shall be completed in accordance with the Contract Documents, and in compliance with permits for the Work issued by the agency of jurisdiction.
- B. The cost of any temporary structures or facilities required by the agency having jurisdiction, shall be paid for by Contractor. The cost of all additional insurance required by the permit shall be provided by Contractor. Contractor shall determine the general requirements of permits of controlling agencies prior to submitting a bid.
- C. Any special backfill required and pavement replacement shall be paid under the appropriate Bid Form items, unless otherwise indicated. All associated materials, equipment, products or other necessary items shall be included in the Contract Price.
- D. The costs of flagging, protective personnel and engineering inspection provided by another agency, including but not limited to those required by a railway, airport, or highway department, shall be at the expense of Contractor.
- E. Refer to Section 01 14 19 Use of Site for information on easements and other requirements.
- F. Owner may need to perform essential operations in the rights-of-way while the Work is being performed. Refer to Section 01 14 17 – Coordination with Owner’s Operations for additional information.

1.3 LIMITATIONS

- A. Contractor equipment shall not be placed or stored in rights-of-way other than where the Work is actively taking place.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 20 13
LUMP SUM MEASUREMENT AND PAYMENT

PART I – GENERAL

1.1 SUMMARY

- A. This section includes each lump sum item, the scope of work intended to be included in that item, and the way in which work will be measured. The scope of work in this section is intended to provide a general description of work for differentiation. This section also includes information and requirements for the payment of the measured item(s).
- B. The Contract Documents include detailed descriptions of the Work, intended to cooperate and provide for, and include everything necessary for, the proper and complete orderly execution and finishing of the Work.
- C. Related Sections:
 - 1. Section 01 11 13 – Work Covered by Contract Documents
 - 2. Section 01 21 16 – Contingency Allowances
 - 3. Section 01 22 13 – Unit Price Measurement and Payment
 - 4. Section 01 26 10 – Contract Modification Procedures
 - 5. Section 01 55 33 – Traffic Control

1.2 BID ITEM NO. 2 – MOBILIZATION (4% MAX.)

A. Scope of Work

- 1. This item includes all efforts to mobilize labor, materials, tools and equipment to the project location to complete the Work. This item is intended to be compensated one time throughout the course of the contract regardless of how many mobilizations the Contractor uses to complete the work items. The amount bid for mobilization shall not exceed four percent (4%) the total contract bid price.

B. Measurement

- 1. Measurement of work completed under this item shall be the one-time mobilization to the project site.

C. Payment

- 1. Payment under this Bid Form item shall be a percentage of the lump sum price measured, less any deductions.

1.3 BID ITEM NO. 3 - MAINTENANCE AND PROTECTION OF TRAFFIC

A. Scope of Work

1. This item includes all labor, materials, tools, devices, and equipment, to maintain traffic and protect the public from damage to person and property, within the limits of the project, for the duration of the Contract. See Section 01 55 33 Traffic Control for specific requirements related to maintenance and protection of traffic. This item includes development of traffic control plans, preparing and submitting highway work permits inclusive of traffic control plans, permit fees, and corresponding revisions, as required.
2. All work performed in accordance with the New York State Department of Transportation (NYSDOT) Standard Specification Section 619 shall be included in this item.
3. Work under this item shall also include the cost of any detour, temporary work zone, signage or devices not shown on the Plans or in the Proposal but determined necessary by Contractor for the proper traffic control.
4. Traffic control work zones shall be maintained by the Contractor for the duration of the project.

B. Measurement

1. Measurement of work under this item shall be the percentage of the total work that requires maintenance and protection of traffic that is completed. The total work requiring maintenance and protection of traffic shall be measured as the linear length of impacted roadway, taken at the centerline of the road. The percentage complete shall be the length of impacted roadway along which work was completed, as measured by the centerline of the road, as determined by Engineer.
2. If, in the opinion of Engineer, traffic is not maintained adequately and/or safely during any part of work, measurement for that section of work shall not be included.

C. Payment

1. Payment under this Bid Form item shall be a percentage of the lump sum price measured, less any deductions.

1.4 BID ITEM NO. 4 - CONTINGENCY ALLOWANCE

A. Scope of Work

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

B. Measurement

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

**SECTION 01 21 16
CONTINGENCY ALLOWANCES**

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations related to contingent items of work added after the Contract is executed and payment of contingent items.
- B. Related Sections:
 - 1. Section 01 20 13 – Lump Sum Measurement and Payment
 - 2. Section 01 22 13 – Unit Price Measurement and Payment
 - 3. Section 01 33 10 – Submittal Procedures

1.2 GENERAL

- A. Refer to Sections 01 20 13 Lump Sum Measurement and Payment, and Section 01 22 13 Unit Price Measurement and Payment for the procedures for measurement of the Work and payment limits.
- B. Contractor is not entitled to the sums included under contingency allowance items unless work is approved for these items. Work will not be added to the Contract for the sole purpose of allowing full payment to Contractor of the amounts included in these allowances.
- C. Any work performed under a contingency allowance item must receive written acceptance and approval before proceeding. Any work performed without written approval will be at Contractor's risk.
- D. Engineer may recommend and Owner may allow payment before the final change order. Otherwise additional work will be accounted for in the final change order as stipulated as follows: prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted
- E. All work performed under contingency allowances shall be included on the red-lined drawings upon completion of the Work.

1.3 SUBMITTALS

- A. Contractor shall submit, for approval, all items required to perform the proposed work, regardless if the item(s) was listed in original Bid Form. Refer to Section 01 33 10 Submittal Procedures for detailed information on submittals.

- B. If work includes an item already submitted and approved, the proposal shall indicate the item and identify the approved submittal.
- C. Contractor shall submit supporting documentation for any estimates related to allowances. This documentation includes, without limitation, estimates from Sub-Contractors, hour and cost worksheets, labor or equipment cost estimate sources, material cost sources, diagrams, or field measurements.

1.4 LUMP SUM ALLOWANCES

- A. Engineer will request a proposal for work to be completed under the Contingency Allowance.
- B. Any proposal received from Contractor must include pricing that is in accordance with unit prices or estimates already provided. Pricing must be industry standard for the location, and must be supported in submittals.
- C. Contingent items of work can only be performed after Engineer's written recommendation and Owner's written acceptance of the proposal. Owner must approve payment amount in writing.
- D. The project schedule will be updated to reflect any work added under the Contingency Allowance, upon acceptance of work.
- E. Contingency Allowance will be paid in accordance with Section 01 20 13 Lump Sum Measurement and Payment.

1.5 UNIT PRICE ALLOWANCES

- A. Unit price allowances include all costs necessary to accomplish the Work in accordance with the Contract Documents. This includes, but is not limited to, materials, labor, equipment, overhead, profit, supervision, shipping, freight, storage, permitting requirements, and any other incidental costs.
- B. Engineer will determine the extent of work to be completed under the Unit Price Allowances. Engineer or Owner must approve work.
- C. Unit Price allowances will be paid in accordance with Section 01 22 13 Unit Price Measurement and Payment.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

**SECTION 01 22 13
UNIT PRICE MEASUREMENT AND PAYMENT**

PART I – GENERAL

1.1 SUMMARY

- A. This section includes each unit priced Bid Item, the scope of work intended to be included in that item, and the way in which work will be measured. The scope of work in this section is intended to provide a general description of work for Bid Item differentiation. This section also includes measurement and payment for the individual Bid Items.
- B. The Contract Documents include detailed descriptions of the Work, intended to cooperate and provide for, and include everything necessary for, the proper and complete orderly execution and finishing of the Work.
- C. Related Sections:
 - 1. Section 01 11 13 – Work Covered by Contract Documents
 - 2. Section 01 21 16 – Contingency Allowances
 - 3. Section 01 26 10 – Contract Modification Procedures
 - 4. Section 01 29 76 – Progress Payment Procedures
- D. Section 01 11 13 Work Covered by Contract Documents contains a general listing of all the Work included in the Contract Documents.

1.2 BID ITEM NO. 1 – HEAVY CLEANING AND CCTV OF SANITARY SEWERS - ITEM NO. 1A (8” DIAMETER); ITEM NO. 1B (12” TO 21” DIAMETER)

- A. Scope of Work
 - 1. This Bid Form item includes all labor, equipment, materials and supervision, and all work necessary to perform heavy cleaning, closed circuit television inspection, and condition assessment of sanitary sewerlines for the diameters, depths, and locations indicated on the Plans and Technical Section 02521, and for the sewer pipe diameters, indicated per the sub-items No. 1A and 1B as itemized on the Invitation to Bid, page 2 of 6. Work is inclusive of traversing to and from access manholes indicated on the Plans; heavy cleaning inclusive of removal, transport, temporary storage, hauling, and disposal of materials removed from the sewerlines; bypass pumping of sanitary sewer flows as required to maintain unobstructed sanitary sewer service and provide high-quality unobstructed video inspection suitable for evaluation of pipe defects and features; deploying, monitoring, and recovering inspection equipment;

collecting visual and quantitative data on the condition of the pipelines indicated; providing professional quality deliverables of the inspection; any restoration work required to return the project site to meet existing conditions; and all other associated/appurtenant services required to complete the work under this Item.

B. Measurement

1. Measurement for payment shall be the actual surveyed linear footage from the center of manhole to center of manhole along the centerline of pipe section as ordered by the Engineer and approved by the Engineer for payment under the corresponding sub-items. In cases where video inspection of an entire section is not possible due to collapse or obstruction that cannot be removed, measurement for payment shall be the actual lineal footage televised as determined from submitted video and approved by the Engineer for payment.

C. Payment

1. Payment under this Bid Form item shall be the linear footage of inspected and televised, as measured by Engineer, less any deductions.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 26 10
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes the procedures for proposing, initiating, or authorizing contemplated changes to the Contract.
- B. Related Sections:
 - 1. Section 01 21 16 – Contingency Allowances

1.2 DEFINITIONS

- A. Request for Proposal (RFP): Written or verbal request by Engineer or Owner to Contractor that asks for information pertinent to Owner's contemplated changes to the Work.
- B. Request for Information (RFI): Contractor request for clarification on design documents that will not necessarily create a change to the Contract.
- C. Request for Change (RFC): Written or verbal inquiry to Engineer by Contractor that asks for potential changes to the Work.
- D. Work Change Directive: A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.
- E. Field Order: A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
- F. Change Proposal: A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.

1.3 GENERAL

- A. RFPs consist of proposed changes to the Work that may or may not be performed. Formal changes to the Work are made through Work Change Directives or Field Orders, as defined above.

- B. RFIs do not include changes to the Work. If Contractor believes the information or clarification received from Engineer in response to an RFI constitutes a change to the Work, a Change Proposal, as defined above, should be submitted with the resulting change clearly defined.
- C. RFCs are made for potential changes to the Work that are suggestions or recommendations by Contractor that is different from the design of the Engineer. Any addition or loss of cost or time must be identified and, if the RFC is accepted, a Change Proposal must be submitted. Change Proposals will not be considered that include costs listed below:
1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in the Paragraph a. and b. below. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - a. Employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work.
 - b. Special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any

damage to property.

6. Expenses incurred in preparing and advancing Claims.

D. An RFP or RFC can be withdrawn at any time without penalty.

E. Engineer can direct or request changes to technical components of the Work that do not require modification of the Contract. All changes that will require modification of the Contract must be approved or accepted by Owner.

1.4 ENGINEER PROPOSED CHANGES

A. Engineer or Owner may issue an RFP to Contractor to evaluate the impact of a potential change on the Work, Contract Time and Contract Price. Such a request is not an authorization to perform such work or to stop work in progress unless the request explicitly states such intent.

B. Engineer or Owner will supply the following information related to the RFP:

1. Description of the proposed change, products or processes required in the change and location of the change.
2. Supplementary or revised Contract Drawings and Specifications.
3. Projected time span for making the change.

C. Upon receipt of the RFP from Engineer or Owner, Contractor shall provide a proposal within 7 days, or another timeframe outlined in the RFP. The proposal shall contain the following information:

1. Impacts the proposed change will have on project schedule with emphasis on the impacts on the schedule's critical path.
2. Time frame required to make the requested changes, including if overtime will be required to make the change.
3. Impacts, if any, the proposed changes will have the Contract Price.
4. Additional materials, equipment, labor, processes, products or other items that would be required to make the requested change.
5. Other impacts that the change may have on the Work that has not been indicated in the RFP.

D. After receiving the Contractor proposal, Engineer will do one or more of the following, within 7 days:

1. Notify Contractor if the change will not be implemented.
2. Issue a Field Order instituting all or part of the change.
3. Request a Work Change Directive from Owner instituting all or part of the change.

1.5 CONTRACTOR PROPOSED CHANGES

- A. Contractor may submit an RFC to Engineer to request evaluation of a potential addition to, subtraction from, or change in the Work.
- B. Contractor will supply the following information related to the RFC:
 - 1. Products and processes involved in the change. References to Contract Documents, such as where work is shown on the Drawings and detailed in the Specifications, is required.
 - 2. Description of materials, equipment, labor, processes, products or other items that would be required to make the requested change.
 - 3. Projected time frame for making the change and impacts the proposed change will have on project schedule, including impacts on the schedule's critical path and if overtime will be required to make the change.
 - 4. Impacts, if any, the proposed changes will have on the Contract Price.
 - 5. Impacts that the change will have on Owner operations or other Contracts.
- C. Engineer will determine if all or part of the RFC will require Owner approval. If Owner approval is required, Engineer acceptance or rejection will be provided in the allotted timeframe. Owner approval will require additional time.
- D. Engineer will have up to 7 days to respond to the RFC. Contractor may request a response in a shorter timeframe and Engineer may respond in that timeframe, if possible. Engineer response will indicate acceptance or rejection of the request.
- E. Engineer may defer a decision. Acceptance or rejection will be deferred if the change is dependent upon the result of some portion of the Work that has not yet been performed. Contractor can withdraw their request instead of accept deference.
- F. If Engineer rejects the change:
 - 1. It will have no impact on the Work.
 - 2. The reason for rejection will be given.
 - 3. The decision will be final.
- G. If Engineer accepts the change, Engineer will do one or more of the following:
 - 1. Notify Contractor if any portions of the change will be modified.
 - 2. Issue a Field Order instituting all or part of the change.
 - 3. Request a Work Change Directive from Owner instituting all or part of the change.
 - 4. Request Contractor submit a Change Proposal for all or part of the change.

1.6 FIELD ORDERS

- A. Engineer will issue Field Orders in accordance with the following. Field Orders, by definition, do not change the Contract Price or Contract Time and may require modifications to the Contract.
- B. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- C. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

1.7 WORK CHANGE DIRECTIVES

- A. Engineer may recommend changes in the Work to Owner or Owner may require addition, deletion or changes to the Work. Owner may issue a Work Change Directive in accordance with the following:
- B. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.
- C. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.
- D. Work Change Directives will include the following:

1. Description of the proposed change, materials, equipment, labor, processes, products or other items required in the change.
 2. Location of the change.
 3. Supplementary or revised Contract Drawings and Specifications.
 4. Projected time span for making the change, expected impacts the change will have on project schedule, and expected time required to make the requested change, including if overtime will be required.
 5. The estimate changes, if any, to the Contract Price.
- E. Whenever possible, changes to Contract Price and Contract Time will be negotiated between Owner and Contractor prior to, or immediately following, the issuance of the Work Change Directive.
- F. Work Change Directives that change Contract Price and Contract Time will be included in a subsequent Change Order.

1.8 CHANGE PROPOSALS

- A. Contractor may submit a Change Proposal related to changes in the Work in accordance with the following:
1. Purpose and Content: Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.
 2. Change Proposal Procedures
 - a. Submittal: Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
 - b. Supporting Data: The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - i. Change Proposals based on or related to delay, interruption, or

interference must comply with the following:

- a. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
 - I. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 - II. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 - III. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.
- b. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
 - I. The circumstances that form the basis for the requested adjustment;
 - II. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 - III. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 - IV. The number of days' increase in Contract Times claimed as a consequence of each such cause of

delay, disruption, or interference; and

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

c. **Engineer's Initial Review:** Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.

d. **Engineer's Full Review and Action on the Change Proposal:** Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change.

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Paragraph 1.10 - Claims.

e. **Binding Decision:** Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Paragraph 1.10 - Claims.

3. Resolution of Certain Change Proposals: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Paragraph 1.10 - Claims.
 4. Post-Completion: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment.
- B. Whenever possible, changes to Contract Price and Contract Time shall be negotiated between Owner and Contractor prior to the submittal of a Change Proposal.
 - C. Change Proposals requesting a change to Contract Price and Contract Time will be submitted on Contractor company letterhead, with the total changes clearly indicated.
 - D. Changes to Contract Time must be submitted prior to the end of Contract Time.
 - E. Approved Change Proposals that change the Contract Price or Contract Time will be included on a subsequent Change Order.

1.9 CHANGE ORDERS

- A. Owner may authorize changes in work in accordance with the following:
 1. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
 2. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
 3. Nothing in this Paragraph 1.9 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws

and Regulations.

- B. If a Work Change Directive or Change Proposal increases or decreases the Contract Price or Contract Time, an equitable adjustment will be authorized by Change Order in accordance with the following:
 - 1. Owner and Contractor shall execute appropriate Change Orders covering:
 - a. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - b. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
- C. A Change Order may contain multiple changes, directives, or proposals.
- D. Payment for changes in Contract Price may be taken out of a contingency allowance instead of issuing a Change Order. See Section 01 21 16 Contingency Allowances for information on contingency allowances. Such payments will be summarized in the final Change Order to close the Contract.
- E. Depending on the degree of impact and timing of the Work Change Directive or Change Proposal, changes in Contract Time and Contract Price may be included in the final Change Order to close the Contract rather than an executed Change Order during the Contract.
- F. Contractor may request the execution of a Change Order during the Contract that includes a change in Contract Price but does not involve payment from a contingency allowance.
- G. Change Orders will be executed using the following procedure:
 - 1. If required, Engineer will recommend the change, in writing, to Owner and provide all supporting documentation to Owner and Contractor to identify and explain the change.
 - 2. Owner will approve the change in Contract Price and Contract Time, in writing, and provide Change Order forms.
 - 3. Contractor shall execute Change Order forms in triplicate, signifying Contractor acceptance of the change.
 - 4. Engineer will sign all Change Order forms and return to Owner.
 - 5. Owner will execute Change Order forms in triplicate and return one original copy to each interested party.
- H. Change Orders may require additional Owner approvals, including, without

limitation, other County Departments and the Erie County Legislature, depending on the extent of the change. A timeframe for Owner execution of a Change Order cannot be guaranteed.

- I. Payment under the Change Order will not be available until the Change Order is fully executed.

1.10 CLAIMS

- A. Claims Process: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 - 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 - 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 - 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
- B. Submittal of Claim: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.
- C. Review and Resolution: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. Mediation
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will

stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. Partial Approval: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Section 1.11 for final resolution of disputes.
- F. Denial of Claim: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Section 1.11 for the final resolution of disputes.
- G. Final and Binding Results: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

1.11 FINAL RESOLUTION OF DISPUTES

A. Methods and Procedures

1. Disputes Subject to Final Resolution: The following disputed matters are subject to final resolution under the provisions of this article:
2. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Paragraph 1.10 - Claims; and

3. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. Final Resolution of Disputes: For any dispute subject to resolution under this article, Owner or Contractor may:
1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 2. agree with the other party to submit the dispute to another dispute resolution process; or
 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 29 76
PROGRESS PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes the requirements associated with payments, and procedures for preparing and submitting applications for progress payments.
- B. Related Sections:
 - 1. Section 01 20 13 – Lump Sum Measurement and Payment
 - 2. Section 01 22 13 – Unit Price Measurement and Payment
 - 3. Section 01 77 19 – Closeout Procedures

1.2 DEFINITIONS

- A. Basic Rate of Pay: The rate actually payable to the worker, which may be higher but not lower than the minimum wage set forth in the Prevailing Rate Schedule.
- B. Pencil Copy: A submittal from Contractor to Engineer containing, at a minimum, the proposed amount of work completed and equipment accepted that are available for payment in the pay period. Pencil Copy must include a summary of the total Contract amount in the application, retention to be withheld, and total payment requested.
- C. EEO Programs: Programs administered by the Erie County Office of Equal Employment Opportunity (EEO) that are included in the Contract. Programs include, but are not limited to, employment initiatives, minority-owned business enterprises (MBE) goals, women-owned business enterprises (WBE) goals, service-disabled veteran-owned business (SDVOB) goals, apprenticeship requirements, local law requirements, and executive order requirements.

1.3 GENERAL

- A. Measurement and payment of individual bid items are detailed in Section 01 20 13 Lump Sum Measurement and Payment and Section 01 22 13 Unit Price Measurement and Payment. Measurement and payment under contingency allowances will only be for approved items, as described in those sections.
- B. Payment for lines that include labor, materials, equipment, processes, or products necessary for the duration of the Work, including but not limited to temporary facilities, temporary utilities, supervision or management, will be paid at a percentage to equal the overall percentage of the progress of the Work.

- C. In accordance with the Agreement, partial payments may be made for materials and equipment not incorporated in the Work if sufficient documentation is received to prove that the materials and equipment have been received by Contractor and Contractor has been invoiced or paid the supplier. Engineer may request additional documentation. Owner reserves the right to inspect, or have inspected on the Owner's behalf, any materials or equipment before payment is approved.
- D. Work in excess of 8 hours per day or 40 hours per week must obtain dispensation and shall be compensated at a minimum of one and one-half (1½) times the Basic Rate of Pay for all hours worked in excess of 8 hours, on any one day, or in excess of forty hours in any one week. This shall not limit agreements to the contrary or mandatory overtime compensation in excess of those stipulated amounts. Such extra compensation shall not constitute a claim for additional compensation under this Contract.

1.4 PREVAILING RATE SCHEDULE

- A. All workers must be paid, at a minimum, the rate listed in the Prevailing Rate Schedule specific to this project. Refer to Section 00 73 43 Wage Rate Requirements for requirements.
- B. Employees cannot be paid apprentice rates unless they are individually registered in a program that is registered with the New York State Commissioner of Labor. An employee listed on a payroll as an apprentice who is not registered or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journey worker's wage rate for the classification of work the employee is actually performing.
- C. Payment cannot be made for laborers, workers, or mechanics in the employ of Contractor or Subcontractor engaged in the performance of any public work project for more than 8 hours in any day or 40 hours in any week, unless a dispensation has been obtained. Contractor and Owner have to apply to the for a dispensation permitting workers to work additional hours prior to work being performed.
- D. The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by Contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the DOL's attention immediately. It is the responsibility of Contractor to use the proper rates. Annual determinations will be corrected and posted to the DOL's website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

- E. Contractor is responsible for any underpayments of prevailing wages or supplements by their Subcontractor.
- F. The Public Work Project notice must be posted at the beginning of the performance of the Work on each Site.
- G. Payroll records must be kept for three years from the Project's date of completion.

1.5 APPLICATION MATERIALS

- A. Owner has standard forms for payment application. A copy of the Schedule of Values indicating the completed work shall accompany each pay application form.
- B. Updated information for each of the applicable EEO Programs shall be submitted. Forms shall be submitted as indicated the individual sections pertaining to these programs. Requirements may include electronic submissions associated with an applicable EEO Program.
- C. Payrolls certifying compliance with the Prevailing Rate Schedule shall be submitted with each payment application in accordance with Section 00 73 43 Wage Rate Requirements. Subcontractors are required to submit paper copy certified payrolls for only the time spent on the project. Electronic payroll submissions may require negative reports from Subcontractors for times when no actual work is being performed.
- D. Insurance certificates must be current for payment to be authorized. Any updated insurance certificates shall be submitted to ensure payment.

1.6 PROCEDURE

- A. Contractor shall submit the Pencil Copy to Engineer. Owner must be notified that a pencil copy is submitted.
- B. Engineer will request changes to the Pencil Copy or will recommend payment as submitted. Engineer may ask for supporting documentation for items for which payment is requested.
- C. Engineer will notify both Contractor and Owner of recommendations.
- D. If Owner agrees, Owner will send appropriate forms to Contractor.
- E. Contractor will submit appropriate forms for payment application approval and required application materials. Contractor will send forms to Engineer for approval.

- F. Engineer will indicate their approval and send forms to Owner.
- G. Contractor will send other required application materials directly to Owner.
- H. Once all application materials are received and reviewed, Owner will process payment.

1.7 RETENTION

- A. The amount retained in each pay request shall be as outlined in the Agreement.
- B. Retention shall be eligible for release when all the Work contained in the Contract Documents is complete, regardless of the completion of any individual bid item.
- C. When requesting a reduction of retainage, Contractor will provide Owner with a letter of consent from his surety company.
- D. Refer to Section 01 77 19 Closeout Procedures for information on the requirements for final payment of retention.

1.8 WITHHOLDING PAYMENT

- A. Owner may withhold from Contractor payments according to the following:
 - 1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement; When a complaint is filed with the Commissioner of Labor alleging the failure of Contractor or subcontractor to pay or provide the wages or supplements in the Prevailing Rate Schedule, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the Contract shall be withheld from Contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination. These amounts will be in addition to the percentages to be retained by Owner pursuant to other provisions of this Contract and other withholdings.
 - b. Contractor has failed to take reasonable and customary measures to avoid

damage, delay, disruption, and interference with other work at or adjacent to the Site;

- c. Contractor has failed to provide and maintain required bonds or insurance;
- d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
- e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
- f. The Work is defective, requiring correction or replacement;
- g. The Contract Price has been reduced by Change Orders;
- h. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
- i. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
- j. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
- k. Other items entitle Owner to a set-off against the amount recommended.

1.9 CONTRACTOR PAYMENTS

- A. Contractor shall pay for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.
- B. Contractor shall pay for all materials and equipment which are delivered to and properly stored at the Site, or in an approved warehouse, to the extent of 90 percent thereof, not later than the 15th day following each payment to Contractor and the balance of the cost thereof not later than the 15th day following the completion of that part of the Work in or on which such materials and equipment are incorporated or used.
- C. Contractor shall pay each Subcontractor, not later than the 7th day following payment to Contractor, the respective amounts allowed Contractor on account of work performed, to the extent of each Subcontractor's interest.

1.10 FINAL PAYMENT

- A. Refer to Section 01 77 19 Closeout Procedures for information on the requirements and procedures for final payment.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 31 19.13
PRE-CONSTRUCTION MEETING

PART 1 GENERAL

1.1 SUMMARY

A. This section includes the requirements for the meeting between Owner, Engineer and Contractor prior to start of the Work.

B. Related Sections:

1. Section 01 14 17 – Coordination with Owner’s Operations
2. Section 01 14 19 – Use of Site
3. Section 01 26 10 – Contract Modification Procedures
4. Section 01 29 76 – Progress Payment Procedures
5. Section 01 33 10 – Submittal Procedures
6. Section 01 35 23 – Owner Safety Requirements
7. Section 01 35 28 – Contractor’s Health and Safety Plan
8. Section 01 52 16 – First Aid Facilities
9. Section 01 52 19 – Sanitary Facilities
10. Section 01 55 10 – Vehicular Access and Parking
11. Section 01 55 33 – Traffic Control
12. Section 01 71 34 – Protection of the Work and Property
13. Section 01 74 10 – Cleaning and Waste Management

1.2 SCHEDULING

A. The pre-construction meeting will be held at mutually agreed time between the Notice of Award and Notice to Proceed, or after Notice to Proceed but before on-site work is performed, as applicable. Representatives from Owner, Engineer, and Contractor must be present. Owner, Engineer or Contractor may invite others that are involved in the construction or administration of the Work.

B. Contractor project manager must attend this meeting. Contractor superintendent / foreman should attend this meeting if they have been assigned prior to the meeting. Subcontractor project managers/superintendents should attend this meeting.

C. Engineer will conduct the meeting, keep the minutes, and distribute the minutes to all persons in attendance.

1.3 MEETING AGENDA

A. All attendees to meetings must sign in and provide contact information.

B. Contractor must be prepared to discuss the following agenda items:

1. Project Administration
 - a. Designated Contacts and Contact Information
 - b. Communication
 - c. EEO Program Requirements and Goals – Refer to individual sections detailing these programs.
 - d. Start Date and Notice to Proceed
 - e. Payment Procedures - Refer to Section 01 29 76 Progress Payment Procedures
 - f. Submittals - Refer to Section 01 33 10 Submittal Procedures
2. Changes in Work
 - a. Requests for Information – Refer to Section 01 26 10 Contract Modifications.
 - b. Field Orders - Refer to Section 01 26 10 Contract Modifications.
 - c. Change Orders - Refer to Section 01 26 10 Contract Modification Procedures
3. Construction Requirements
 - a. Engineer’s Project Representative
 - b. Work Hours
 - c. Parking and Staging – Refer to Section 01 14 19 Use of Site and Section 01 55 10 Vehicular Access and Parking
 - d. Site Security – Refer to Section 01 71 34 Protection of the Work and Property
 - e. Traffic Control – Refer to Section 01 55 33 Traffic Control
 - f. Safety – Refer to Section 01 35 23 Owner Safety Requirements and 01 35 28 Contractor’s Health and Safety Plan
 - g. Site Cleanliness – Refer to Section 01 74 10 Cleaning and Waste Management
 - h. Temporary Facilities and Controls – Refer to Sections 01 52 16 First Aid Facilities, and 01 52 19 Sanitary Facilities.
4. Coordination
 - a. Coordination with Owner’s Operations - Refer to Section 01 14 17 Coordination with Owner’s Operations

1.4 MEETING MINUTES

- A. Meeting minutes will be written by Engineer, as interpreted and recorded by Engineer.

- B. Meeting minutes will constitute a written record of items discussed. The written record will be binding to all parties. Minutes should be reviewed for accuracy upon receipt.
- C. Meeting minutes shall not be considered a substitute for, or satisfaction of, required submittals, written materials, or notifications specifically called out in other Specifications.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 33 10
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes administrative and procedural requirements for Submittals.
- B. Related Sections:
 - 1. Section 01 77 19 – Closeout Requirements

1.2 SUBMITTALS – GENERAL

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

1.3 SUBMITTAL DEVIATIONS, SUBSTITUTIONS, AND “OR EQUAL”

- A. Identify deviations from the Contract Documents, where the Submittal meets Contract requirements but cannot be provided exactly as specified:
 - 1. Product or system limitations which may impact the performance of any part of the Work must be clearly stated in the cover documents.
 - 2. If the Submittal deviates from the requirements of the Specifications in any way, it shall be clearly marked in the Submittal and stated in the cover documents with justification, for evaluation by Engineer.
 - 3. Engineer shall evaluate all deviations and may determine that the Submittal should be classified as a substitution.

- B. If the Shop Drawings contains any departures from the Contract requirements, the Submittal is a substitution and must meet the requirements of the Engineer. Submittals identified as substitutions are to be submitted in the same format as other Submittals.
- C. Where a Shop Drawings is submitted as an “or equal” the burden of proof that the Submittal is equal is on Contractor. In addition to other materials, Contractor shall furnish a listing of existing installations that the proposed equal may be reviewed, along with contact people at the existing installation.

1.4 SHOP DRAWINGS SUBMITTAL REQUIREMENTS

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

1. Shop Submittal Number _____
2. Deviations: None _____ As Listed _____
3. Reference Specification Number _____
4. Reference Drawing Number _____
5. Space Requirements: As Designed _____ As Listed _____
6. Representation is made to Owner and Engineer that Contractor has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers and similar data, that they have reviewed and coordinated the information in each Shop Drawings with the requirements of the Work and Contract Documents, and hereby approves this submittal.

Contractor _____

Signature _____

Date _____

1.5 SHOP DRAWINGS SUBMITTAL TECHNICAL CONTENT

- A. Shop Drawings Submittals shall be complete and accurate and shall include the

following to indicate item-by-item compliance with the Contract Documents:

1. Verbal descriptions.
 2. Descriptive data.
 3. Performance characteristics.
 4. Material specifications.
 5. Drawings.
 6. Piping diagrams.
 7. Wiring schematics.
 8. Catalog cuts.
 9. Manufacturer's specifications.
 10. Spare parts list.
- B. Submittal shall be clearly marked to allow identification of the specific products used. Catalog cuts showing information for more than one item on the page shall clearly indicate what items Contractor will be supplying under this Contract by clearly highlighting by applying unique color, arrows, or other identifying marks.
- C. Equipment manufacturers supplying equipment for the project shall examine the Drawings and Specifications pertaining to their particular equipment in order to be fully acquainted with the operating conditions to which the equipment will be subjected.
- D. Shop Drawings for each major component of a system or subsystem, and its appurtenances, shall be submitted under separate cover, but all Shop Drawings for equipment which is part of the same system or subsystem shall be submitted in the form of a package.
1. If requested by Engineer, Contractor shall supplement the Submittals(s) by such data, as required, to demonstrate that the sizes, capacities, characteristics and/or performances of each component of a system or subsystem, are consistent (compatible) with each other and with the provisions of the Specifications, for said system or subsystem.
- E. Drawings for electrical equipment shall show
1. Physical dimensions.

2. Installation details.
 3. Elementary diagrams.
 4. Connection diagrams.
 5. Interconnection diagrams.
 6. Coordination of control work.
 7. Components external to electrical equipment.
 8. Contact arrangement.
 9. Control action of the primary and final control elements.
 10. Detailed shop wiring diagrams, where electrical control equipment having internal wiring is required.
 11. Elementary diagram of the input and output elements which require connections to external equipment.
 12. Complete step by step description of the control action.
- F. Contractor shall furnish spare parts data for each different item of equipment. The data shall include:
1. A complete list of parts and supplies which may be subject to breakdown.
 2. Current unit prices and source of supply.
 3. A list of parts and supplies that are normally furnished at no extra cost with the purchase of the equipment.
 4. A list of additional items recommended by the manufacturer to assure efficient operation for a period of 120 days at the particular installation.
 5. A list of additional items that will be difficult to order and receive within 14 days. Any parts that would require a lead time of 30 days or more shall be noted as such.
- G. The foregoing shall not relieve Contractor of any responsibilities under any Warranty or Performance Affidavit specified herein.
- H. Where required, professional design documents shall be submitted with any required professional signature and seal.

1.6 SHOP DRAWINGS REVIEW

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

1.7 POST-CONSTRUCTION SUBMITTALS

- A. All post-construction Submittals shall include a cover letter indicating the date of completion or Substantial Completion of the project, name of the Project, and identify Contractor, Engineer and Owner.
- B. All post-construction documents shall be submitted in PDF electronic format and two (2) hard copies shall be provided, unless otherwise indicated in the Contract Documents.
 - 1. Electronic copies of greater than 15 MB shall be submitted on transferrable media and not transmitted through e-mail, unless otherwise indicated in the

Contract Documents or agreed upon by all parties.

2. Hard copies shall be submitted to Owner, unless otherwise indicated in the Contract Documents or agreed upon by all parties.
- C. Upon completion of the Work, Contractor shall submit a form of guarantee certifying all of the Work performed under their Contract, for a correction period of a minimum one-year term, unless otherwise specified in the Contract Documents.
- D. Where a manual is required, a table of contents shall be included and all sections shall be tabbed in the hard copy and separated by colored pages in the electronic copy.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 35 23
OWNER SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

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

1.2 GENERAL

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

1.3 Personal Protective Equipment (PPE)

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

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

1.4 EMERGENCY SERVICES

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 35 26.23
CONFINED SPACE ENTRY PLAN

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes administrative requirements for Contractor's Confined Space Entry Plan.
- B. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures
 - 2. Section 01 35 28 – Contractor's Health and Safety Plan

1.2 DEFINITIONS

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

1.3 CONFINED SPACE – GENERAL

- A. The Occupational Health and Safety Administration (OSHA) defines different types of confined spaces. Contractor must refer to the most recent regulations when determining if an area is a confined space.
- B. Contractor shall comply fully with the rules and regulations as stated in OSHA 29 CFR 1910, Subpart AA of 29 CFR 1926 and any other applicable regulation.
- C. Owner may identify areas that could be considered confined spaces. Contractor shall evaluate all areas involved in the Work and independently determine what precautions are necessary for workers under their control.
- D. When the Project contains more than one Contract, each Contractor shall be

required to coordinate confined space entry operations with the other Contractors when workers under the control of more than one Contractor are working simultaneously within a confined space.

- E. Owner's operations generally deal with industrial, municipal and residential wastewater. Wastewater is known to contain viruses, compounds, and chemicals. Such materials may become concentrated in a confined space.

1.4 CONFINED SPACE ENTRY PLAN

- A. Contractor shall complete the Confined Space Program Certification in the Proposal section when submitting their bid, certifying that Contractor has established a Confined Space Program which conforms to OSHA 29 CFR 1910 and OSHA Subpart AA of 29 CFR 1926 and that full implementation of Contractor's Confined Space Entry Plan is a requirement of this Contract.
- B. Review or acceptance of the Confined Space Entry Plan shall not relieve Contractor of any responsibilities related to the health and safety of the workers under their control.
- C. Contractor shall submit a Confined Space Entry Plan, either as part of the Contractor's Health and Safety Plan or as an independent document, to demonstrate that Contractor has policies and procedures related to confined spaces and to identify those policies and procedures.
 - 1. Requirements for the Contractor's Health and Safety Plan are contained in Section 01 35 28 Contractor's Health and Safety Plan.
 - 2. Requirements for submitting documents is contained in Section 01 33 10 Submittal Procedures.
- D. Engineer, in reviewing or accepting a Contractor's Confined Space Entry Plan, is acknowledging the policies and procedures of Contractor but is not determining the compliance of such a plan with any regulatory requirements. Contractor is responsible for ensuring compliance with regulations.
- E. Engineer, in reviewing or accepting a Contractor's Confined Space Entry Plan, is not approving the content of the Plan. Engineer may request additional information if the submitted plan does not appear to contain policies and procedures sufficient to protect health and safety.
- F. If Engineer or Owner should question a method utilized in the Contractor's Confined Space Entry Plan, Contractor will be required to obtain a written response from OSHA which will determine if the procedure does or does not satisfy the requirements of OSHA 29 CFR 1910 and Subpart AA of 29 CFR 1926.

Failure by Contractor to undertake the necessary steps to produce a written response from OSHA may delay the processing of the monthly payment estimate(s).

- G. Contractor and their Safety Officer shall be on-site to ensure that the Work is carried out in accordance with their Confined Space Entry Plan and OSHA, or any other applicable regulations.
- H. Contractor shall inform Engineer and Owner of any changes to the submitted Confined Space Entry Plan.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 35 28
CONTRACTOR'S HEALTH AND SAFETY PLAN

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes administrative requirements for Contractor's plan to comply with health and safety regulations instituted by the Occupational Safety and Health Administration (OSHA) and any other Federal, State or Local health and safety regulations and requirements that apply to the Project.
- B. Contractor is solely responsible for all site safety. Contractor's equipment and methods of operation shall be in full compliance with OSHA Standards and satisfy all Federal, State and Local health and safety regulations and requirements, regardless if they are explicitly stated in the Contractor's Health and Safety Plan. Contractor will be solely responsible for his safety program and the coordination of such with all persons and companies under his control.
- C. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures
 - 2. Section 01 35 26-23 – Confined Space Entry Plan
 - 3. Section 01 52 16 – First Aid Facilities

1.2 DEFINITIONS

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

1.3 HEALTH AND SAFETY – GENERAL

- A. OSHA administers and enforces regulations and requirements related to construction health and safety, generally included in 29 CFR 1926. Contractor

must refer to the most recent regulations when creating a Contractor's Health and Safety Plan.

- B. Owner may identify areas of the Site or components of the Work that are of particular concern. Contractor shall evaluate all areas and components involved in the Work and independently determine what precautions are necessary for workers under their control.
- C. When the Project contains more than one Contract, each Contractor shall be required to coordinate health and safety requirements with the other Contractors when workers under the control of more than one Contractor are working simultaneously within an area or on a Site.
- D. Owner's operations generally deal with industrial, municipal and residential wastewater. Wastewater is known to contain viruses, compounds, and chemicals. Contact with wastewater should be considered when creating the Contractor's Health and Safety Plan.
- E. First aid facilities must be provided at the Site for workers that are injured in connection with the Work, in accordance with Section 01 52 16 First Aid Facilities.

1.4 PLAN REQUIREMENTS

- A. Contractor's Health and Safety Plan shall be specific to the Project and include identified hazards and precautions for the Site.
- B. Contractor shall submit a Confined Space Entry Plan, either as part of the Contractor's Health and Safety Plan or as an independent document. Requirements for the Confined Space Entry Plan are contained in Section 01 35 26-23 Confined Space Entry Plan.
- C. References to written OSHA regulations shall be included.
- D. Requirements for submitting documents is contained in Section 01 33 10 Submittal Procedures.
- E. Contractor's Health and Safety Plan must be submitted and accepted before any work can take place on the Site.

1.5 PLAN REVIEW

- A. Engineer, in reviewing or accepting a Contractor's Health and Safety Plan, is acknowledging the policies and procedures of Contractor but is not determining the compliance of such a plan with any regulatory requirements. Contractor is

responsible for ensuring compliance with regulations.

- B. Engineer, in reviewing or accepting a Contractor's Health and Safety Plan, is not approving the content of the Plan. Engineer may request additional information if the submitted plan does not appear to contain policies and procedures sufficient to protect health and safety.

1.6 PLAN ADMINISTRATION

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 REPORTING

- A. Contractor shall promptly report, in writing to Engineer, all accidents which caused death, personal injury or property damage, whatsoever arising out of or in connection with the performance of the Work, whether on or adjacent to the Site.
 - 1. Contractor must give full details and statements of witnesses.
 - 2. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or message to both Engineer and Owner.
 - 3. If any claim is made by anyone against Contractor or their Subcontractor,

Contractor shall promptly report the circumstances in writing to Engineer, giving full details of the claim, including the exact wording of the claim.

3.2 PLAN COMPLIANCE

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

END OF SECTION

**SECTION 01 52 16
FIRST AID FACILITIES**

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements for Contractor supplied first aid facilities and supplies.
- B. Related Sections:
 - 1. Section 01 35 28 – Contractor’s Health and Safety Plan

1.2 GENERAL

- A. Each Contractor shall provide all necessary first aid supplies and facilities for general minor injuries and for potential project-specific injuries based on hazards identified in the Contractor Health and Safety Plan (as required in Section 01 35 28 Contractor’s Health and Safety Plan).
- B. Contractor shall supply all necessary requirements of OSHA regulations.
- C. At a minimum, Contractor shall have supplies and facilities to:
 - 1. Clean and sanitize minor injuries.
 - 2. Treat and cover minor cuts.
 - 3. Treat minor burns.
 - 4. Reduce swelling due to injuries.
 - 5. Wash chemicals or particles from eyes.
 - 6. Protect personnel administering first aid or CPR, with appropriate PPE such as gloves, mask, breathing barrier.
 - 7. Prevent progression of effects from excessive heat or cold, if identified as a risk.

PRODUCTS
NOT USED

PART 3 EXECUTION
NOT USED

END OF SECTION

**SECTION 01 52 19
SANITARY FACILITIES**

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements for Contractor supplied sanitary facilities.

1.2 GENERAL

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

PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 55 10
VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations for access and parking at the Site for vehicles and other motorized equipment.
- B. Related Sections:
 - 1. Section 01 14 17 – Coordination with Owner’s Operations
 - 2. Section 01 14 19 – Use of Site
 - 3. Section 01 14 33 – Work in Rights-of-Way

1.2 GENERAL

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

1.3 ACCESS

- A. Contractor shall only access the Site at authorized locations. General access locations shall be determined prior to any work being performed at the Site. Written authorization shall be obtained for any other required access.
- B. All existing roads, streets, sidewalks, and traffic ways shall be kept open for the passage of traffic and pedestrians during the construction period unless otherwise approved by Owner, Engineer, or authority having jurisdiction over same.
- C. When required to cross, obstruct or temporarily close an existing site road, street, sidewalk or traffic way, Contractor shall provide and maintain suitable detours or other approved temporary expedients for the accommodation of traffic. Traffic shall be maintained over a reasonably smooth traveled way which shall be so

marked by signs, delineators and/or other methods so that any person unfamiliar with conditions is able to safely ride, drive or walk day or night with a minimum of discomfort and inconvenience. Closings shall be for the shortest time practical and passage will be restored immediately after the completion of the Work impeding access.

- D. In addition, Contractor shall provide and maintain such other warning signs and barricades in other areas as may be required for the safety of those employed in the Work or visiting the Site.
- E. Refer to Section 01 14 19 Use of Site for information on easements and other requirements related to site access.
- F. Owner may need to use access roads for ongoing operations while the Work is being performed. Refer to Section 01 14 17 – Coordination with Owner’s Operations for additional information.

1.4 PARKING

- A. Contractor parking shall only occur in authorized areas. Parking areas shall be determined prior to any work being performed at the Site.
- B. Contractor shall not park work or personal vehicles or equipment on private property unless writing authorization is obtained. Coordinate requirements related to private property adjacent to rights-of-way with Section 01 14 33 Work in Rights-of-Way.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

**SECTION 01 55 33
TRAFFIC CONTROL**

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations with respect to traffic control when working in or along a roadway.
- B. Related Sections:
 - 1. Section 01 14 33 – Work in Rights-of-Way
 - 2. Section 01 33 10 – Submittal Procedures

1.2 GENERAL

- A. Work in and along roads shall include traffic control as required in permits for the Work issued by the agency of jurisdiction. Permits shall be obtained by Contractor in compliance with Section 01 14 33 Work in Rights-of-Way, and the following: Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.
- B. Traffic control plans shall be submitted in accordance with Section 01 33 10 Submittal Procedures whenever traffic control is required for the Work.
- C. Contractor shall consider the maintenance and protection of traffic and protection of the public during construction equally important as the construction. All work under this bid item shall be performed in accordance with the New York State Department of Transportation Standard Specification Section 619, latest revision.
- D. Contractor shall protect traffic from damage to person and property which may result directly or indirectly from a construction operation. The New York State Department of Transportation Specifications requirements of Section 107 "Legal Relations and Responsibility to Public" shall apply.
- E. Where requirements listed in the Contract Documents differ from the requirements of regulatory agencies or agencies of jurisdiction, the more stringent shall apply. Where requirements are in conflict, the regulatory requirements or requirements of the agency of jurisdiction shall take precedence.

1.3 TRAFFIC CONTROL PLAN REQUIREMENTS

- A. The maintenance and protection of traffic plan shall be prepared by an engineer licensed to practice in New York State, unless otherwise indicated in the Contract Documents or approved in writing.
- B. All existing roads, streets, sidewalks, and traffic ways shall be kept open for the passage of traffic and pedestrians during the construction period unless otherwise approved by Owner, Engineer, or authority having jurisdiction.
- C. Contractor shall impact traffic as little as possible and shall provide suitable barricades, red lights, “danger” or “caution” signs at all places where the Work constitutes a hazard to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be illuminated from sunset to sunrise.
- D. Arrangements for traffic protection and control, detours, barricades, danger signs and warning lights shall be provided in accordance with local jurisdictional authorities’ requirements and the Manual of Uniform Traffic Control Devices by New York State Department of Transportation.
- E. Contractor shall provide, install, move, remove and maintain all signs, signals, barricades, flares, lights and all other equipment, service and personnel required to regulate and protect all traffic, and warn of hazards. Remove temporary equipment and facilities when no longer needed.
- F. When required to cross, obstruct or temporarily close an existing site road, street, sidewalk or traffic way, Contractor shall provide and maintain suitable detours or other approved temporary expedients for the accommodation of traffic. Closings shall be for the shortest time practical and passage will be restored immediately after the completion of the Work causing the obstruction or closure. Stopping traffic for more than five minutes shall not be permitted unless specifically authorized in writing from the authority having jurisdiction.
- G. Provide traffic control of haul routes to expedite traffic and to minimize interference with normal traffic.
- H. Traffic shall be maintained over a reasonably smooth traveled way which shall be so marked by signs, delineators or other methods so that any person unfamiliar with conditions is able to safely ride, drive or walk day or night with a minimum of discomfort and inconvenience over all or any portion of the roadway where traffic is maintained.
- I. Contractor shall maintain the traveled way in such a condition and conduct

operations in such a manner that snow and ice may be readily controlled by others as and when necessary, and in such a manner that proper drainage is provided.

- J. Contractor shall provide temporary markings in accordance with the New York State Manual of Uniform Traffic Control Devices, as required by the agency having jurisdiction, or as shown on the plans and specifications.
- K. Contractor shall provide watchmen at particularly dangerous locations such as railroads, heavily traveled roadways and similar locations. Contractor shall provide the necessary traffic control equipment and flagmen for adequate traffic control where traffic is restricted to one (1) lane or where other conditions require or as required by permit conditions.
- L. Contractor shall provide and maintain warning signs and barricades as may be required for the safety of those employed in the Work or visiting the Site.
- M. Contractor shall give 48-hour notice to the fire and police departments, and school districts of his proposed operations including shutdowns.
- N. Contractor shall maintain vehicular and pedestrian traffic and protect the public from damage to person and property, within the limits of the Work, for the duration of the Contract.
- O. Access to private properties over driveways shall be maintained. Contractor shall be liable for any damage to private properties resulting from the Work or temporary access structures. Contractor shall provide ingress and egress to and from intersecting streets, homes, businesses and commercial establishments including any temporary pavement. Contractor shall maintain existing bus stops, if any, so passengers are reasonably accommodated.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 71 34
PROTECTION OF THE WORK AND PROPERTY

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements associated with protection of the Work, public property, private property, and Owner facilities and property.
- B. Related Sections:
 - 1. Section 01 14 17 – Coordination with Owner’s Operations
 - 2. Section 01 74 10 – Cleaning and Waste Management

1.2 GENERAL

- A. Contractor shall be responsible for taking all precautions, providing all programs, and taking all action necessary to protect the Work and all public and private property and facilities from damage.
- B. Contractor shall not, except for written consent from proper parties, enter or occupy with workers, tools, materials or equipment, privately-owned land. Operations are to be restricted to the Site described in the Contract Documents.
- C. Contractor shall assume full responsibility for the preservation of all public and private property or facilities on or adjacent to the Site. Any direct or indirect damage is done by or on account of any act, omission, neglect or misconduct in the execution of the Work by Contractor shall be restored by Contractor to a condition equal to or better than that existing before the damage was done.
- D. Where work includes direct or indirect contact with wastewater, Contractor shall take precautions to prevent unnecessary contact between wastewater and the Work, facilities or property.

1.3 SITE REQUIREMENTS

- A. In order to prevent damage, injury or loss, Contractor’s actions shall include, but not be limited to, the following:
 - 1. Coordinate work with Owner’s operations in accordance with Section 01 14 17 Coordination with Owner’s Operations.
 - 2. Place upon the Work or existing facilities only such loads as are consistent with the capacity of the components to bear those loads.
 - 3. Clean up frequently all refuse, rubbish, scrap materials, and debris caused by

Contractor operations in accordance with Section 01 74 10 Cleaning and Waste Management.

- B. Contractor shall be responsible for closing, roping off, or otherwise controlling access to the work areas during construction to prevent damage to the Work and property.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

**SECTION 01 74 10
CLEANING AND WASTE MANAGEMENT**

PART 1 GENERAL

1.1 SUMMARY

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

1.2 GENERAL

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

1.3 FINAL CLEANING

- A. Prior to the inspection described in Section 01 77 23 Post Final Inspection, the Work and the Site shall be cleaned and all excess materials shall be removed from the Site. Remove dirt, dust, litter, corrosion, solvents, discursive paint, stains, and

extraneous markings from all areas of and components included in the Work.

- B. At the conclusion of the Work and before final payment, all equipment, tools, temporary structures, and materials belonging to Contractor shall be removed from the Site. All water, dirt, rubbish, or any other foreign substances shall be removed and properly disposed of.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 77 19
CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. This section describes general requirements related to administrative procedures to close out an individual Contract.
- B. Related Sections:
 - 1. Section 01 22 13 – Unit Price Measurement and Payment
 - 2. Section 01 29 76 – Progress Payment Procedures

1.2 GENERAL

- A. Closeout will only occur after Substantial Completion, as defined and according to procedures established in the General Conditions, and after all other components of the Contract has been completed.

1.3 PROJECT COMPLETION

- A. Upon completion of the Work, Engineer shall file a written Statement of Completion with Owner, and with Contractor, as to the entire amount of work performed and compensation earned by Contractor, including any extra work and excluding any work not performed or contingency allowances not used.
- B. Failure to complete the Work as described in the Contract Documents, as determine by Engineer, may be cause for adjustment in the Contract Price under the final Change Order.
- C. Owner, Engineer and Contractor shall each sign and date the Statement of Completion attesting that the Work has been completed satisfactory and the final compensation amount is correct.
- D. The Work must be accepted on or before the Contract Times expire, as established in the Contract and with any approved extensions thereof. Any change in the Contract Times to be included in the final Change Order must be approved in writing before the Contract Times expire.
- E. When the Project has been completed in accordance with the Contract Documents, within the established time of completion, and has been accepted, final payment will be recommended.

1.4 CLOSE OUT DOCUMENTS

- A. Upon completion of the Work, Contractor shall be required to execute a Public Improvement Contract Certification for (PICC-2) certifying that the provisions of Section 220-a of the New York State Labor Law have been complied with and that all laborers, workers or mechanics employed by Contractor on this Project have been paid the applicable prevailing wage rates and supplements.
- B. Upon completion of the Work, all Subcontractors to Contractor shall be required to execute a Public Improvement Contract Certification form (PICC-1) certifying that the provisions of Section 220-a of the New York State Labor Law have been complied with and that all laborers, workers or mechanics employed by the Subcontractor for this Project have been paid the applicable prevailing wage rates and supplements.
- C. Contractor shall furnish to Owner duplicate copies of all weekly payroll certifications if paper copies are required or requested, otherwise electronic copies should be uploaded to LCP Tracker, including those of all Subcontractors, that were not previously submitted. Payrolls shall be submitted in accordance with the procedures in Section 01 29 76 Progress Payment Procedures.
- D. Contractor shall complete and submit all necessary Contract closeout certifications and affidavits as required by Owner to include, without limitation:
 - 1. Form of Affidavit
 - 2. Form of Guarantee
 - 3. Engineer's Certificate
 - 4. Prime Contractor Certificate (PICC-2)
 - 5. Subcontractor Certifications (PICC-1)
 - 6. Final Change Order
 - 7. All required Equal Employment Opportunity (EEO) Reports
 - 8. All required EEO Certificates
 - 9. Weekly Payroll Certifications
- E. All documents must be completed and executed by Contractor prior to Contract close-out and release of final payment. Final payment will not be issued until all forms have been properly executed by Contractor and all their Subcontractors, as

applicable.

1.5 FINAL PAYMENT

- A. In the final estimate, final measurements for unit prices will be determined based on Section 01 22 13 Unit Price Measurement and Payment. All estimates including the final, will be made for actual quantities of work performed and materials in place as determined by the measurement of Engineer. Payment shall be as described in Section 01 22 13 Unit Price Measurement and Payment.
- B. The acceptance by Contractor of final payment shall be, and shall operate as, a release to Owner of all claims and all liability to Contractor for all things done or furnished in connection with the Work, and for each act and neglect of Owner and others relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release Contractor or his sureties from any obligations under this Contract, the Performance Bond or the Payment Bond.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

**SECTION 01 77 23
POST-FINAL INSPECTION**

PART 1 GENERAL

1.1 SUMMARY

- A. This section describes requirements after the final inspection, performed in accordance with the following, in order to complete the Contract for final payment as described in this section.

1.2 GENERAL

- A. Acceptance of the Work by Owner's representative during the Work, or Engineer during final inspection, shall not relieve Contractor from their obligation to complete all work included in the Contract.
- B. Final Inspection: Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.
- C. Final Payment:
1. Application for Payment
 - i. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents, and other documents, Contractor may make application for final payment.
 - ii. The final Application for Payment must be accompanied (except as previously delivered) by:
 - 1) all documentation called for in the Contract Documents;
 - 2) consent of the surety, if any, to final payment;
 - 3) satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title

defects, or will so pass upon final payment.

- 4) a list of all duly pending Change Proposals and Claims; and
- 5) complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.

iii. In lieu of the releases or waivers of Liens as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

2. Engineer's Review of Final Application and Recommendation of Payment: If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
3. Notice of Acceptability: In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice.
4. Completion of Work: The Work is complete (subject to surviving obligations)

when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.

5. Final Payment Becomes Due: Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.
- D. Contractor shall bear the expense of correcting work damaged or destroyed by any worker under their control at any point during the Work, including damage due to removal of defective work and any damage after final inspection.
 - E. Contractor shall promptly complete remaining work identified by Engineer in the final inspection, in accordance with the Contract.
 1. Owner's representative must be present to witness correction or completion of remaining work, unless otherwise approved in writing.
 2. Engineer will determine if remaining work has been completed in accordance with the Contract Documents.
 3. Final paperwork will not be issued until all Contract work is complete, as determined by Engineer.
 - F. Neither final inspection, nor issuance of the final certificate or payment, nor any acceptance of the Work, shall relieve Contractor of responsibility correcting any defective work associated with the Contract or supplying work not yet completed.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 02521 – SANITARY SEWER PIPELINE CLEANING AND INSPECTION

PART I – GENERAL

1.01 SCOPE OF WORK

A. This Section covers heavy cleaning and closed-circuit television (CCTV) inspection of sanitary sewerlines to perform condition assessments.

1.02 SUBMITTALS

A. The Contractor shall submit to the Owner a detailed description of the proposed inspection method. The submittal shall be all inclusive of all inspection features including: cut sheets of proposed CCTV equipment make and model, and sewer cleaning equipment make and model.

B. Prior to initiating inspection, the Contractor shall perform a site reconnaissance of the access manholes and furnish a detailed written Work Plan to the Owner to include, but not limited to, an insertion and retrieval plan, emergency plan, and an operations flow management plan.

C. The Contractor shall submit maintenance and protection of traffic plans to the Owner and the applicable roadway owners for review and approval. Secure highway permits required to perform the work.

D. Inspection deliverables to be transmitted to the Owner in electronic format (videos - mp4 file format, inspection reports/logs – PDF file format). Deliverables must be submitted via Erie County-approved file share software or pre-approved USB/flash drives. Inspection deliverables for CCTV and multi-sensor results shall be in accordance with the requirements of Section 3.03 of this Specification.

1.03 COMMUNICATION

Prior to carrying out any field work the contractor shall notify 48 hours in advance the Owner, homeowners, local municipality, local fire department, local police departments, and local school district that the contractor will be beginning said work.

1.04 QUALITY ASSURANCE

A. All work shall meet or exceed the requirements of the National Association of Sewer Service Companies (NASSCO) Pipe Condition Assessment Using CCTV Performance Specification Guide (latest edition).

B. In order to be considered a qualified bidder, the Contractor performing the pipeline inspection must meet the following minimum qualifications and provide supporting written documentation:

- a. Certifications: All televising work shall be completed by a Pipeline Assessment Certification Program (PACP) certified operator.
- b. Qualifications: The sewer inspection Contractor shall be a firm having a minimum of 3 years continuous successful experience in the inspection of sewers similar to those required for this project.

PART II – PRODUCTS

Not Used

PART III –EXECUTION

3.01 FLOW MANAGEMENT

A. Flow management may be necessary to provide clear, unobstructed, high quality video inspection. The recorded video must show the entire circumference of the sewer. Any flow control to remove standing water and debris shall be incidental to the contract. It is not the intent of this specification to require bypass pumping to control heavy flow; however, the Contractor must, at a minimum, make reasonable effort to control the flow. The Contractor must also consider weather conditions to obtain the best video image of the sewer. This may require the Contractor to delay any video work after major rain events until the system can return to lower dry weather flow. The Contractor shall prepare and submit a detailed outline describing his/her proposed operation including any devices, equipment, or methods proposed. The method must be approved by the Engineer prior to the start of construction.

B. If the Contractor elect to implement bypass pumping as part of their means and methods, the Contractor shall supply all necessary pumps, conduits and other equipment to divert the flow of sewage around the section of sewer line (manhole to manhole) in which the work is to be performed. The bypass system shall be sufficient capacity to handle existing flows plus any additional flow that may occur during rainfall events. The Contractor will be responsible for furnishing the necessary labor and supervision to set up and operate the pumping and by-pass system. All bypassed sewage flow must be discharged to a sanitary sewer and shall not be allowed to enter any storm sewer line, drainage ditch, street gutter, or dumped on private property. Sufficient pipe, hose or other approved means of flow conveyance shall be on hand to ensure that, in case of emergency, flow can bypass to the next clear manhole.

3.02 SEWER LINE CLEANING

A. The Contractor shall provide all necessary labor, specialty equipment, water and other incidentals to perform heavy cleaning of sanitary sewer lines of various diameters to facilitate CCTV. All sanitary sewer sections required to be televised and inspected shall be cleaned using mechanically powered, hydraulically propelled or high velocity sewer cleaning equipment. Selection of the equipment used shall be based on the conditions of the lines at the time the work commences. The equipment and methods selected shall be satisfactory to the Engineer. The equipment selected for cleaning shall be capable of removing dirt, grease,

rocks, sand, grit, tree roots and other deleterious materials and obstructions from the sewer lines and manholes.

a. Preliminary observation (in May 2026) of grit/sedimentation levels in the larger diameter sewerlines in the project area are estimated at 20% full. This may not be reflective of exact site conditions that will be encountered by the Contractor and required for cleaning. The Contractor shall be responsible for performing complete heavy cleaning as required per Contract, regardless of the levels encountered during the Work.

B. All sewers shall be sufficiently cleaned and free of water as ordered by the Engineer, to permit internal television inspection of joints, and identify tap connections, cracks, leaks and breaks.

C. All sludge, dirt, sand, rocks, grease, grit, tree roots and other solid or semi-solid material resulting from the cleaning operation shall be removed at the downstream manhole of the section being cleaned. Passing material from manhole section to manhole section, and/or washing materials downstream can cause line obstructions or blockages and will not be permitted. A collection device, as approved by the Engineer, shall be utilized to collect and remove debris from the reach being cleaned.

D. All dirt, debris, and other material removed from the sewers shall be hauled away and disposed of in a manner and place acceptable to the New York State Department of Environmental Conservation and the Engineer. All such work will be at the Contractor's expense. Under no circumstances will disposal of materials at Erie County Division Sewerage Management (DSM) facilities be permitted. The Contractor shall be responsible to secure their own arrangements for waste hauling and disposal. Erie County DSM will co-sign third party authorization application forms as the waste generator. No waste generated from other sources shall be claimed as being generated from Erie County DSM sewers.

E. During all sewer cleaning operations, satisfactory precautions shall be taken to protect the sewer lines from damage that might be inflicted by the improper use of cleaning equipment. The cost of repair of any damage caused by the cleaning operation will be the responsibility of the Contractor. Precautions shall be taken to ensure that the water pressure created by the cleaning tools selected do not cause any damage or flooding to public or private property being served by the manhole section involved. The flow of sewage in the sewer lines shall be utilized to provide necessary pressures for hydraulic cleaning devices whenever possible.

F. Water Use/ Hydrant: The Contractor will be responsible for all permits, arrangements, coordination, and costs associated with obtaining water for this construction operation. Where hydrants are proposed to be used for water supply, the Contractor is required to use backflow prevention devices and water meters approved by the local water provider and report water meter usage as required. Fire hydrants shall not be blocked or obstructed by the Contractor.

a. Water Provider in the Project area: Erie County Water Authority

G. Contractor's personnel shall be familiar with all phases of sewer line cleaning to ensure quality performance without causing damage to any of the appurtenances

associated with work involved. In the event a line must be re-cleaned as ordered by the Engineer for any reasons, the Contractor shall undertake such re-cleaning, without charge to the Owner.

H. Any damage caused by the Contractor's cleaning operation, shall be repaired by the Contractor at no additional cost to the Engineer or Owner.

3.03 SEWERLINE INSPECTION

- A. Sewerline inspection and recording shall commence following the successful cleaning of each sewerline.
- B. The Contractor shall provide all equipment, personnel and supplies necessary for the internal close circuit televisions (CCTV) inspection of sanitary sewers. The specifications in this section shall apply to all internal inspection of sewers under this contract. The CCTV equipment and procedures shall, at minimum, meet the following requirements:
 - 1) Camera and Recording Equipment: The video camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, recorder and other components of the video system shall be capable of producing a minimum 500 lines resolution video picture in living color. Picture quality and definition shall be to the satisfaction of the Owner's representative and if unsatisfactory, equipment shall be removed and no payment made for unsatisfactory inspection.
 - 2) Power Cable: The power cable attached to the camera must be of sufficient length to insure televising the entire pipe section from the one manhole to manhole. Any delays in television inspection or additional equipment set ups caused by insufficient length of cable, will be the responsibility of the Contractor.
 - 3) Preparation: CCTV equipment shall be set up in the preparation for television inspection. Equipment set up shall include necessary traffic control, positioning of winches, power cable hook-up, CCTV camera preparation and positioning of the CCTV camera in the manhole.
 - 4) Internal Inspection: The camera shall be moved through the line in either direction at a uniform rate, stopping when necessary to insure proper documentation of the sewer's condition but in no case will the television camera be pulled at a speed greater than 30 feet per minute. Manual winches, power winches, TV cable, and powered rewinds or other devices that do not obstruct the camera view of interfere with

proper documentation of the sewer conditions shall be used to move the camera at a uniform speed through the sewer line.

- 5) Whenever non-remote powered and controlled winches are used to pull the television camera through the line, telephones or other suitable means of communication shall be set up between the two manholes of the section being inspected to insure good communication between members of the crew.
- 6) Measurement for location of any defects shall be above ground by means of the meter device. Marking on cable, or the like, will not be allowed. Measurement meters will be accurate to one tenths (0.1) of a foot over the length of the section being inspected. Accuracy of the measurement meters shall be checked daily by use of a walking meter, roll-a-tape or other suitable device.
- 7) Pan and Tilt Camera (360-degree rotation ability): The inspection equipment shall be equipped with pan and tilt technology to allow for the complete inspection of all lateral connections and points of significance, as identified below. The CCTV camera shall stop at and look into all lateral connections and shall clearly show the entire perimeter of connection between each lateral and the main line sewer.
- 8) Documentation of the television results shall be as follows: Television inspection logs and Video recordings inclusive of all required points of significance, data and observations. Refer to paragraph Submittals 1.02C for format requirements.
 - a) Points of Significance: Points of significance as referenced in the above sections shall include, but are not limited to, ALL infiltration points, points or areas of pipe deficiency (including but not limited to pipe sags, cracks, broken pipe, structural defects), obstructions and debris, coatings or repairs, locations of building sewer and lateral connections, protrusions, offset joints, roots, storm sewer connections, collapsed sections, presence of scale or corrosion, and other discernible features or unusual conditions. The CCTV camera shall stop at and look into all lateral connections and shall clearly show the entire perimeter of connection between each lateral and the main line sewer. In the event a line must be re-inspected as ordered by the Engineer for insufficient viewing of the lateral connections or other features, the Contractor shall undertake such re-inspection without charge to the Owner.

- b) Television Inspection Logs and Reports: A televising inspection log corresponding to each sewerline inspection shall be provided at the conclusion of the work. The inspection logs shall be provided electronically in PDF format and shall be clearly labelled to match the location. The PDF report shall include the same information required for the video recordings.
- c) Video Recordings:
 - 1. The CCTV video for all inspections shall be analyzed by a NASSCO PACP (Pipe Assessment Certification Program) certified analyst to identify and classify all defects in the pipeline pursuant to PACP standards.
 - 2. The Contractor shall record the entire television inspection of each sewer line. The recording shall include a clearly readable text overlay displaying the following information:
 - a. Prior to camera entering sewer line:
 - i. Date and time of inspection (EST)
 - ii. Contractor name
 - iii. Sewer line section ID (as provided by Owner)
 - iv. Upstream and downstream manhole ID's (as provided by Owner)
 - v. Direction of recording relative to flow
 - b. During entire inspection:
 - i. Sewer line section ID.
 - ii. Camera's position station in feet relative to beginning of pipe section being inspected.
 - c. At each point of significance:
 - i. Description of observation
 - 3. Video Inspector Quality: The camera shall have lighting focus and clarity sufficient enough to allow clear visibility for proper evaluation of all points on infiltration, pipe deficiency, and of other points of significance as described above. In the event a line must be re-inspected as ordered by the Engineer for lack of video quality, the Contractor shall undertake such re-inspection without charge to the Owner.

C. If a blockage hampers the inspection of the sewer in one direction, then the Contractor shall attempt to complete the section by televising from the other manhole to complete the section. The Contractor must immediately report the obstruction to the Owner or the Owner's representative.

End of Section

APPENDIX A - MAPS AND TABLES

**Erie County Division of Sewerage Management
 Erie County Sewer District No. 3, Town of Hamburg
 Contract No. 90: Mini System 13 Sewer Inspection and Cleaning Project
 Table 1 - Clean and Televiscope of Work**

Street	Sewerline Handle	Map	Upstream Manhole Name	Downstream Manhole Name	Pipe Type	Pipe Size	Approx. Depth (ft)	RTK Surveyed Footage in Red (LF)
Sowles Rd (west of Southwestern)	C8870	1	CE60E	CE60D	VTP	15	13	242
Sowles Rd (east of Southwestern)	C8851	1	CE61B	CE61C	VTP	8	8-9	397
Southwestern Blvd at Oregon Road	C888E	1	CE616	CE615	VTP	8	4-VERIFY	276
Southwestern Blvd at Oregon Road	C888F	1	CE615	3319	ACP	8	14-VERIFY	242
Sowles Rd at Southwestern Blvd	3622	1	3319	CE614	PVC	21	14	16
Southwestern Blvd (Crossing)	1899	1	2043	CE614	PVC	12	14	165
Parking lot - 5025 Southwestern (West Herr)	C882E	1	1C63B7	2043	PVC	12	13-14	181
Southwestern Blvd	C883A	1	CE618	CE617	VTP (relief line)	8	12-14	80
Parking lot - 4995 Southwestern (West Herr)	408	1	CEC22	CE618	VTP (relief line)	8	12	202
Parking lot - 5025 Southwestern (West Herr)	424	1	CEC23	CEC22	VTP	8	9-12	297
Parking lot - 4995 Southwestern (West Herr)	3624	1	3323	CEC22	VTP	8	7-12	205
Delilah Ln backlot	3619	1	3323	3327	PVC	12	7-12	27
Delilah Ln backlot	3625	1	3327	1C63B7	PVC	12	12-13	231
Parking lot - 5073 Southwestern (Dunkin Donuts)	C881E	1 & 2	CF678	CF679	VTP	8	6-8	163
Parking lot - 5025 Southwestern	C881D	1 & 2	CF679	CEC23	VTP	8	6-9	272
Parking lot - 5025 Southwestern /Princeton St	C882F	1 & 2	CEC38	CEC23	VTP	8	9-11	266
Yale Ave	C8819	2 & 3	CEC2E	CEC2F	VTP	8	8	337
Yale Ave	C8818	2 & 3	CEC2D	CEC2E	VTP	8	8	36
Yale Ave	C8817	2 & 3	1C63A7	CEC2D	VTP	8	8-9	411
Princeton St	C8808	2	CF67B	CF67A	VTP	8	7-8	243
Princeton St	C8809	2	CF67A	CEC39	VTP	8	7-9	243
Princeton St backlot	110F99	2	CEC39	CEC38	VERIFY	8	9-11	29
Princeton St backlot	C8830	2	CE314	CEC39	VTP	8	9-11	289
Backlot - Camp Rd to Bradford St	C8800	2	CE315	CE314	VTP	8	7-11	327
Cornell St	C8801	2	CE313	CE314	VTP	8	7-11	305
Cornell St	C8802	2	CE312	CE313	VTP	8	1-7	300
Cornell St	C8803	2	CE311	CE312	VTP	8	1-9	301
Bradford St (Crossing)	C8804	2 & 3	CE310	CE311	VTP	8	9-17	390
Backlot - Bradford St to Pittsburgh	C8805	2 & 3	CEC3E	CE310	VTP	8	8-17	379
Camp Rd (west side)	C87DD	2	CE320	CE321	VTP	8	8-12	125
Camp Rd (crossing)	C87DB	2	CE321	CE322	VTP	8	11-12	114
Camp Rd (west side)	C87DC	2	CE323	CE321	VTP	8	12-14	368
Camp Rd (east side)	1C63A9	2	CE325	1C63A8	VTP	8	8	286
Camp Rd (east side)	CA92B	2	CE324	CE325	VTP	8	8	85
Camp Rd (east side)	CA929	2	CE322	CE324	VTP	8	8-11	229
Camp Rd (east side)	C87DF	2	CE322	CE317	VTP	8	8-11	321
Camp Rd (east side)	C87FE	2	CE317	CE316	VTP	8	7-8	292
Camp Rd (east side)	C87FF	2	CE316	CE315	VTP	8	7	51
Columbia St	C87EE	2	CEC41	CE31F	VTP	8	5-7	220
Columbia St	C87ED	2	CE31F	CE31E	VTP	8	7	276
Columbia St	C87EC	2	CE31E	CE31D	VTP	8	7	268
Columbia St	C87EB	2	CE31D	CE31C	VTP	8	7-8	278
Columbia St	C87EA	2	CE31C	CE31B	VTP	8	8-9	406
Columbia St	C87E9	2	CE31B	CE31A	VTP	8	7-9	230
Columbia St at Camp Rd	C87E8	2	CE31A	CE317	VTP	8	7-8	215
Dartmouth St	C87E6	2	CEC43	CE330	VTP	8	8	275
Dartmouth St	C87E5	2	CE330	CE32F	VTP	8	8	285
Bradford St	C87E4	2	CE32F	CE32E	VTP	8	8	252
Bradford St	C87E3	2	CE32D	CE32E	VTP	8	6-8	186
Dartmouth St	C87E2	2	CE32E	CE32C	VTP	8	8	356
Dartmouth St	C87E1	2	CE32C	CE32B	VTP	8	8-9	321
Dartmouth St	C87E0	2	CE32B	CE322	VTP	8	9-11	310
Pittsburg St	C8748	2 & 3	CEC44	CEC42	VTP	8	9	301
Pittsburg St	C8761	2 & 3	CEC42	CEC3F	VTP	8	9	295
Pittsburg St	C8768	2 & 3	CEC3F	CEC40	VTP	8	9-10	293
Pittsburg St	C8782	2 & 3	CEC40	CEC32	VTP	8	9-10	335
Pittsburg St	C879B	2 & 3	CEC32	CEC33	VTP	8	9-10	275
Pittsburg St	C87C1	3	CEC33	CE632	VTP	8	10	250
Sowles Rd (north side)	C884D	3	CE634	CE631	VTP	8	9-10	395
Sowles Rd (north side)	C884E	3	CE631	CE62F	VTP	8	8-9	367
Sowles Rd (north side)	C87B4	3	CE63C	CE639	VTP	8	7-10	415
Sowles Rd (north side)	C87B5	3	CE639	CE636	VTP	8	10	439
Sowles Rd (Crossing)	C87B6	3	CE636	CE637	VTP	8	10	67

Street	Sewerline Handle	Map	Upstream Manhole Name	Downstream Manhole Name	Pipe Type	Pipe Size	Approx. Depth (ft)	RTK Surveyed Footage in Red (LF)
Sowles Rd (south side)	C87BD	3	CED59	CED58	VTP	8	8-10	196
Sowles Rd (south side)	C87BC	3	CED58	CED57	VTP	8	10	349
Sowles Rd (south side)	C87BB	3	CED57	CECAB	VTP	8	10-11	277
Sowles Rd (south side)	C87BA	3	CECAB	CE63D	VTP	8	11	374
Sowles Rd (south side)	C87B9	3	CE63D	CE63A	VTP	8	11	298
Sowles Rd (south side)	C87B8	3	CE63A	CE638	VTP	8	10-11	217
Sowles Rd (south side)	C87B7	3	CE638	CE637	VTP	8	10	302
Sowles Rd (south side)	C87C4	3	CE637	CE635	VTP	8	10	244
Sowles Rd (south side)	C87C3	3	CE635	CE633	VTP	8	10-11	306
Sowles Rd (south side)	C87C2	3	CE633	CE635	VTP	8	10-11	317
Harvard St	C87A4	3	CED5A	CECA5	VTP	8	7-8	168
Harvard St	C87A3	3	CECA5	CECA6	VTP	8	8-9	252
Harvard St	C87A2	3	CECA6	CECA7	VTP	8	8-9	301
Harvard St	C87A1	3	CECA7	CECA8	VTP	8	7-8	150
Harvard St	C87A0	3	CECA8	CEC7E	VTP	8	7	347
College St (Crossing)	C879F	3	CEC7E	CEC77	VTP	8	7-8	342
Harvard St	C879E	3	CEC77	CEC76	VTP	8	7-8	299
Harvard St	C879D	3	CEC76	CEC75	VTP	8	6-7	301
Harvard St	C879C	3	CEC75	CEC33	VTP	8	6-10	265
Pittsburg St	1C63B0	3	1C63AA	1C63AB	VTP	8	8-9	310
Harvard St	1C63B1	3	1C63AB	1C63AC	VTP	8	8-9	250
Harvard St	3629	3	1C63AC	3329	VTP	8	7-8	179
Yale Ave	C878E	3	CED5B	DCE5C	VTP	8	7-9	244
Yale Ave	C878D	3	CED5C	CECA4	VTP	8	8-9	266
Yale Ave	C878C	3	CECA4	CECA3	VTP	8	8	301
Yale Ave	C878B	3	CECA3	CECAA	VTP	8	8	301
Yale Ave	C878A	3	CECAA	CECA9	VTP	8	8	128
Yale Ave	C8789	3	CECA9	CEC7D	VTP	8	8-9	293
College St (Crossing)	C8788	3	CEC7D	CEC78	VTP	8	9	361
Yale Ave	C8786	3	CEC78	CEC79	VTP	8	9	222
Yale Ave	C8785	3	CEC79	CEC7A	VTP	8	8-9	211
Yale Ave	C8784	3	CEC7A	CEC7B	VTP	8	8	214
Yale Ave	C8783	3	CEC7B	CEC32	VTP	8	8-9	221
Princeton Rd	C876E	3	CECA2	CEC83	VTP	8	7	301
Princeton Rd at College St	C876D	3	CEC83	CEC82	VTP	8	7-9	362
Princeton Rd	C876C	3	CEC82	CEC81	VTP	8	9	225
Princeton Rd	C876B	3	CEC81	CEC80	VTP	8	9	209
Princeton Rd	C876A	3	CEC80	CEC7F	VTP	8	8-9	221
Princeton Rd	C8769	3	CEC7F	CEC40	VTP	8	8-10	217
Cornell St	C8767	3	CECA0	CECA1	ACP	8	6-7	72
Cornell St	C8766	3	CECA1	CEC84	VTP	8	7-8	283
Cornell St	C8765	3	CEC84	CEC86	VTP	8	8-9	301
Cornell St	C8764	3	CEC86	CEC87	VTP	8	9-10	362
Cornell St	C8763	3	CEC87	CEC88	VTP	8	9-10	249
Cornell St	C8762	3	CEC88	CEC3F	VTP	8	9	290
College St	C8770	3	CEC85	CEC86	VTP	8	9	199
College St	C874C	3	CEC8E	CEC8D	VTP	8	8-9	193
Colombia St	C874E	3	CEC9F	CEC8F	VTP	8	6-8	296
Colombia St	C874D	3	CEC8F	CEC8D	VTP	8	8-9	356
Colombia St	C874B	3	CEC8D	CEC8C	VTP	8	8-9	347
Colombia St	C874A	3	CEC8C	CEC89	VTP	8	8-9	253
Colombia St	C8749	3	CEC89	CEC42	VTP	8	9	276
Dartmouth St	C8743	3	CEC9E	CEC90	VTP	8	7-8	302
Dartmouth St	C8744	3	CEC90	CEC91	VTP	8	8-9	348
Dartmouth St	C8745	3	CEC91	CEC8B	VTP	8	9	301
Dartmouth St	C8746	3	CEC8B	CEC8A	VTP	8	9-10	293
Dartmouth St	C8747	3	CEC8A	CEC44	VTP	8	9-10	290

TOTAL 31,799

Notes:

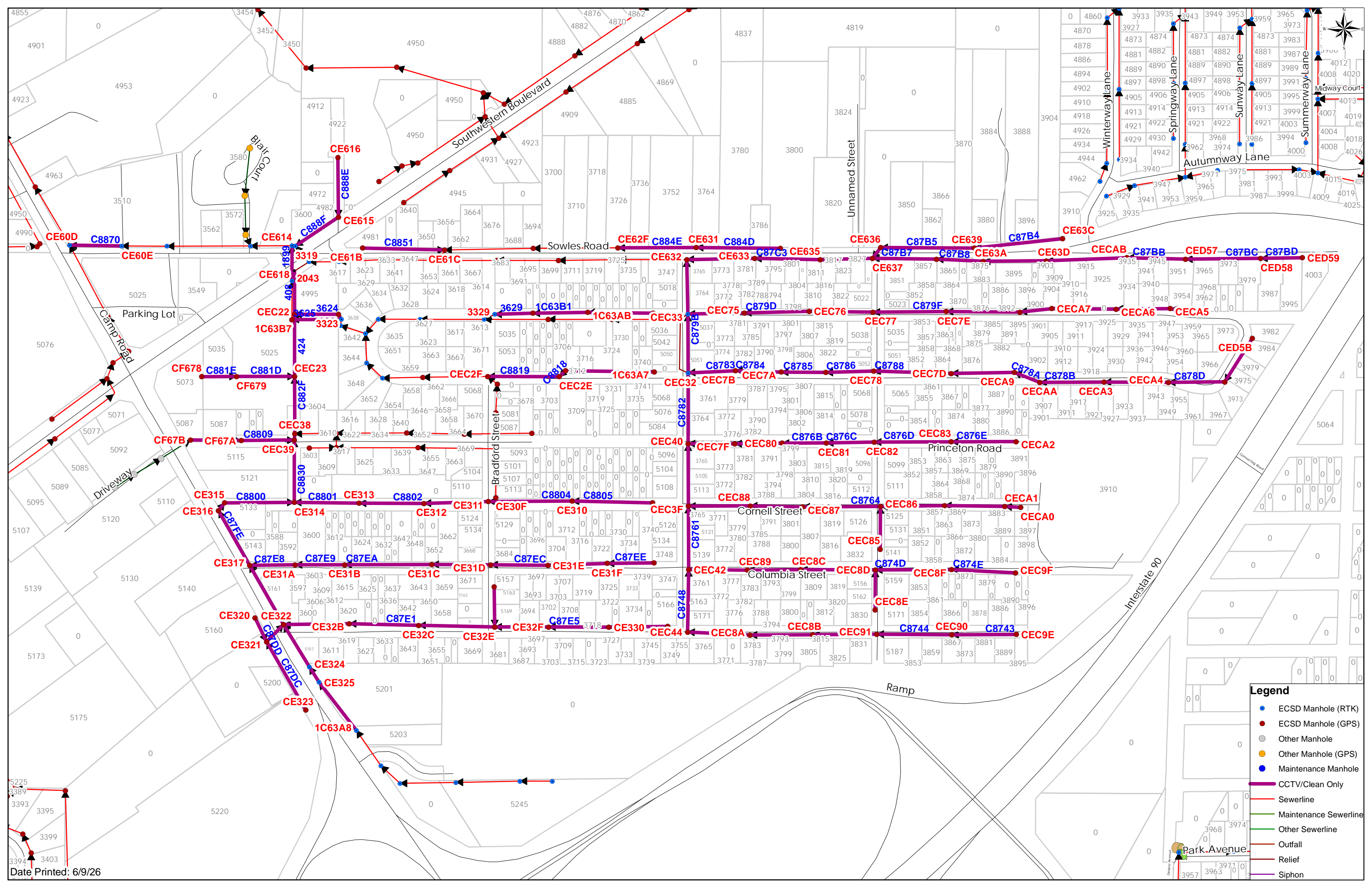
1. Camp Road (NYS Route 75) and Southwestern Boulevard (NYS Route 20) are NYSDOT roads and Sowles Road (CR 169) is an Erie County DPW roadway. Work impacting the right of way of these roads will require highway permits.

2. Where sewerlines footages are in **black** in last column, the footage is estimated due to manhole rims being inaccessible (i.e., buried) at the time of bid. The buried rims will be uncovered and accessible by Notice to Proceed for this contract. The surveyed footages will be provided at that time for payment.

Bid Item No. 1-A
8" 30,937 LF

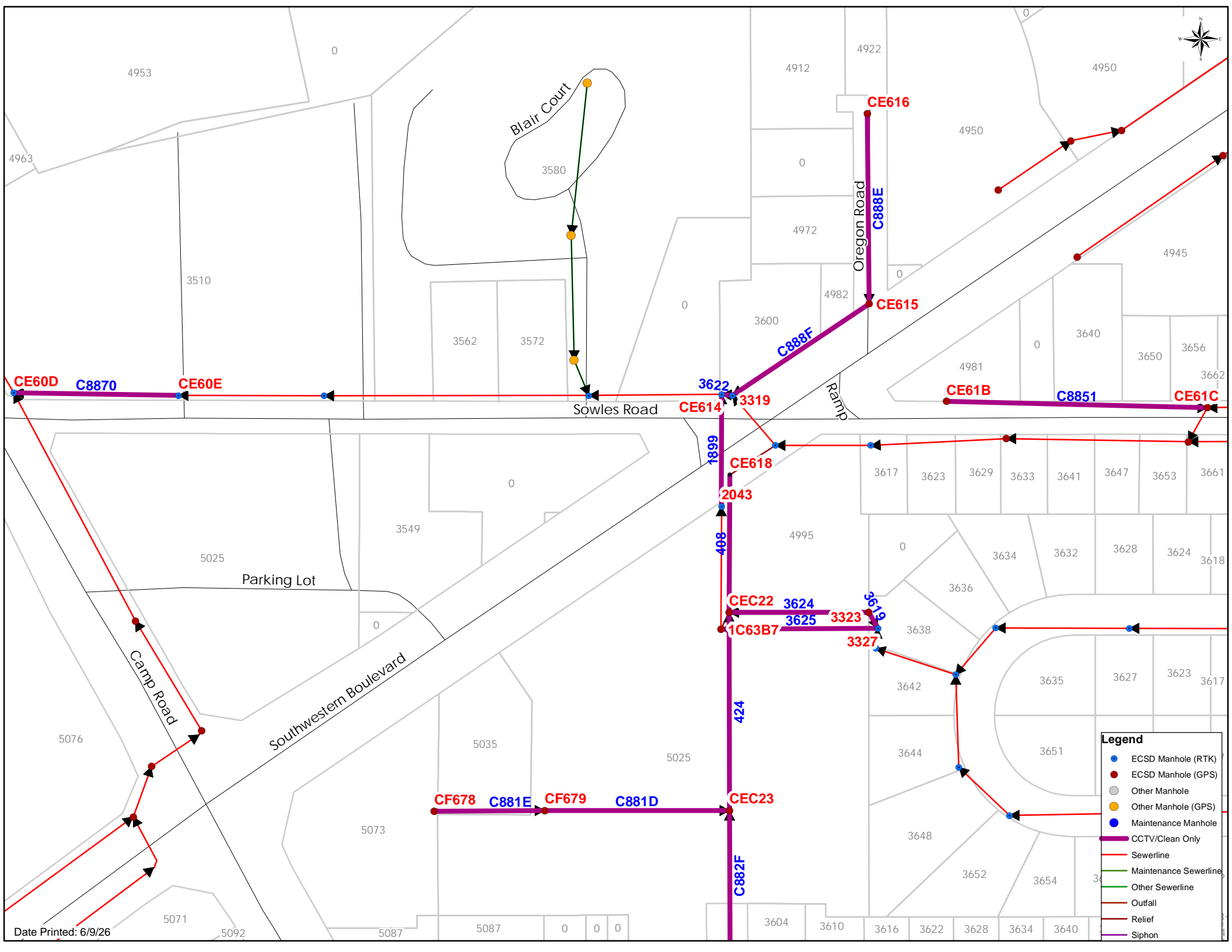
Bid Item No. 1-B
12" - 21" 681 LF

LF TOTALS BY PIPE SIZE	
8"	30,937
12"	423
15"	242
21"	16
TOTAL	31,618



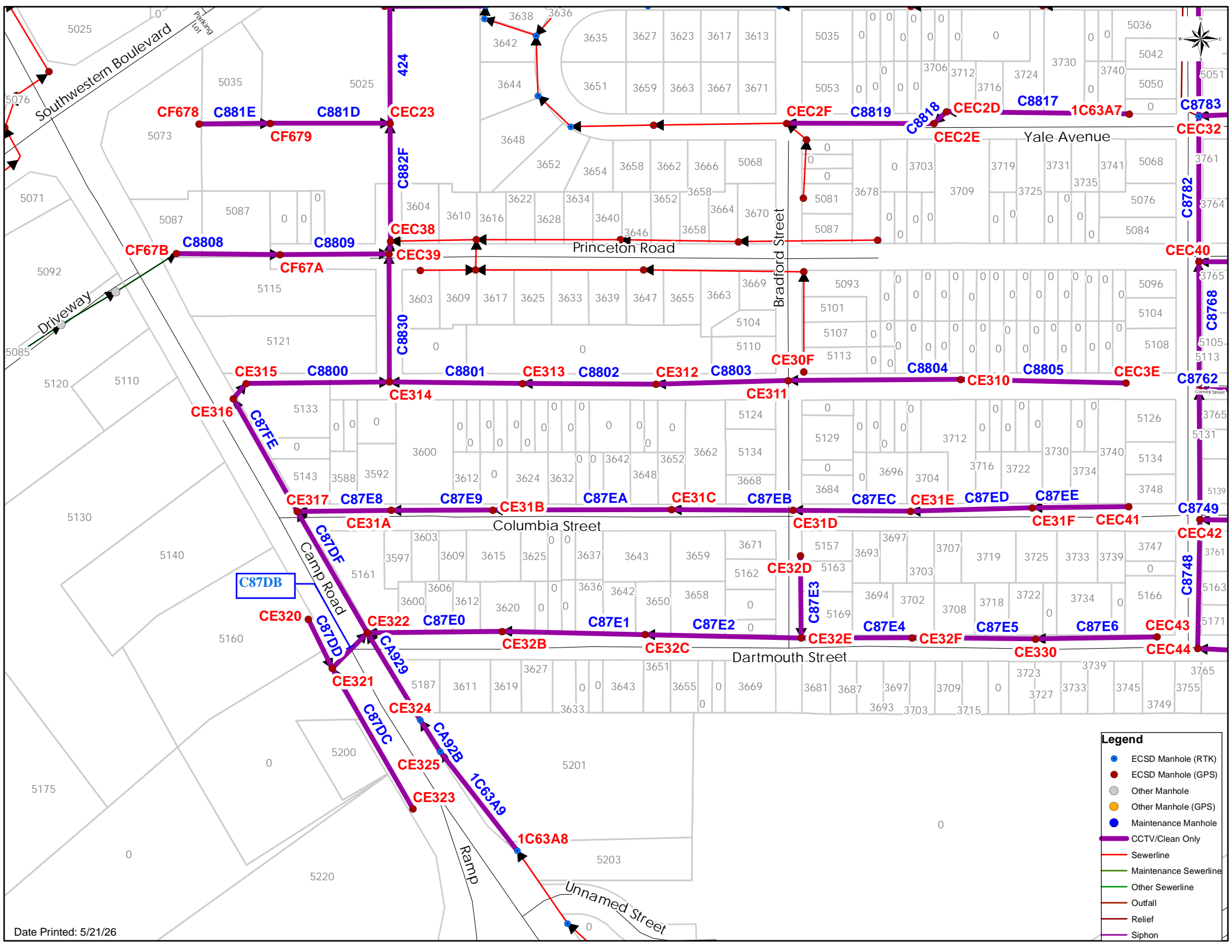
Legend

- ECSD Manhole (RTK)
- ECSD Manhole (GPS)
- Other Manhole
- Other Manhole (GPS)
- Maintenance Manhole
- CCTV/Clean Only
- Sewerline
- Maintenance Sewerline
- Other Sewerline
- Outfall
- Relief
- Siphon

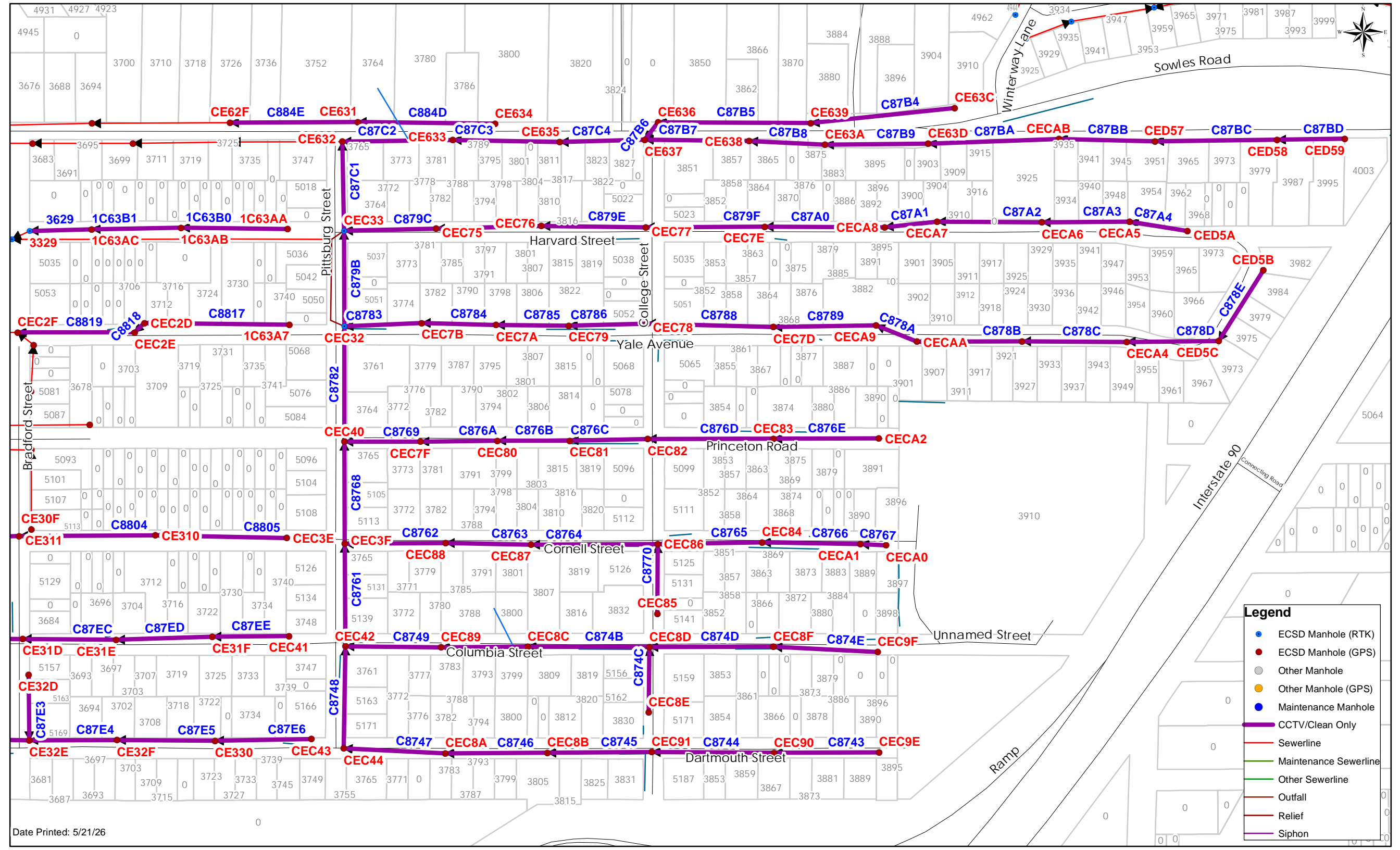


Legend

- ECSD Manhole (RTK)
- ECSD Manhole (GPS)
- Other Manhole
- Other Manhole (GPS)
- Maintenance Manhole
- CCTV/Clean Only
- Sewerline
- Maintenance Sewerline
- Other Sewerline
- Outfall
- Relief
- Siphon



- Legend**
- ECSD Manhole (RTK)
 - ECSD Manhole (GPS)
 - Other Manhole
 - Other Manhole (GPS)
 - Maintenance Manhole
 - CCTV/Clean Only
 - Sewerline
 - Maintenance Sewerline
 - Other Sewerline
 - Outfall
 - Relief
 - Siphon



Legend

- ECSD Manhole (RTK)
- ECSD Manhole (GPS)
- Other Manhole
- Other Manhole (GPS)
- Maintenance Manhole
- CCTV/Clean Only
- Sewerline
- Maintenance Sewerline
- Other Sewerline
- Outfall
- Relief
- Siphon

APPENDIX B - AS BUILT DRAWINGS (REFERENCE/INFORMATION PURPOSES ONLY)

TOWN OF HAMBURG

ERIE COUNTY NEW YORK

HAMBURG MASTER SEWER DISTRICT

CARNEGIE AREA AND ROGERS ROAD RELIEF SEWERS

USEPA PROJECT NO. C-36-757-08

CONTRACT NO. HMD-3

SEPTEMBER 1985

REVISED OCTOBER 1986

TOWN SUPERVISOR

HONORABLE JACK QUINN, JR.

TOWN COUNCILMEN

D. MARK CAVALCOLI
 JAMES F. CONNOLLY
 DANIEL J. HENRY
 SALLY A. STEPHENSON

TOWN ENGINEER

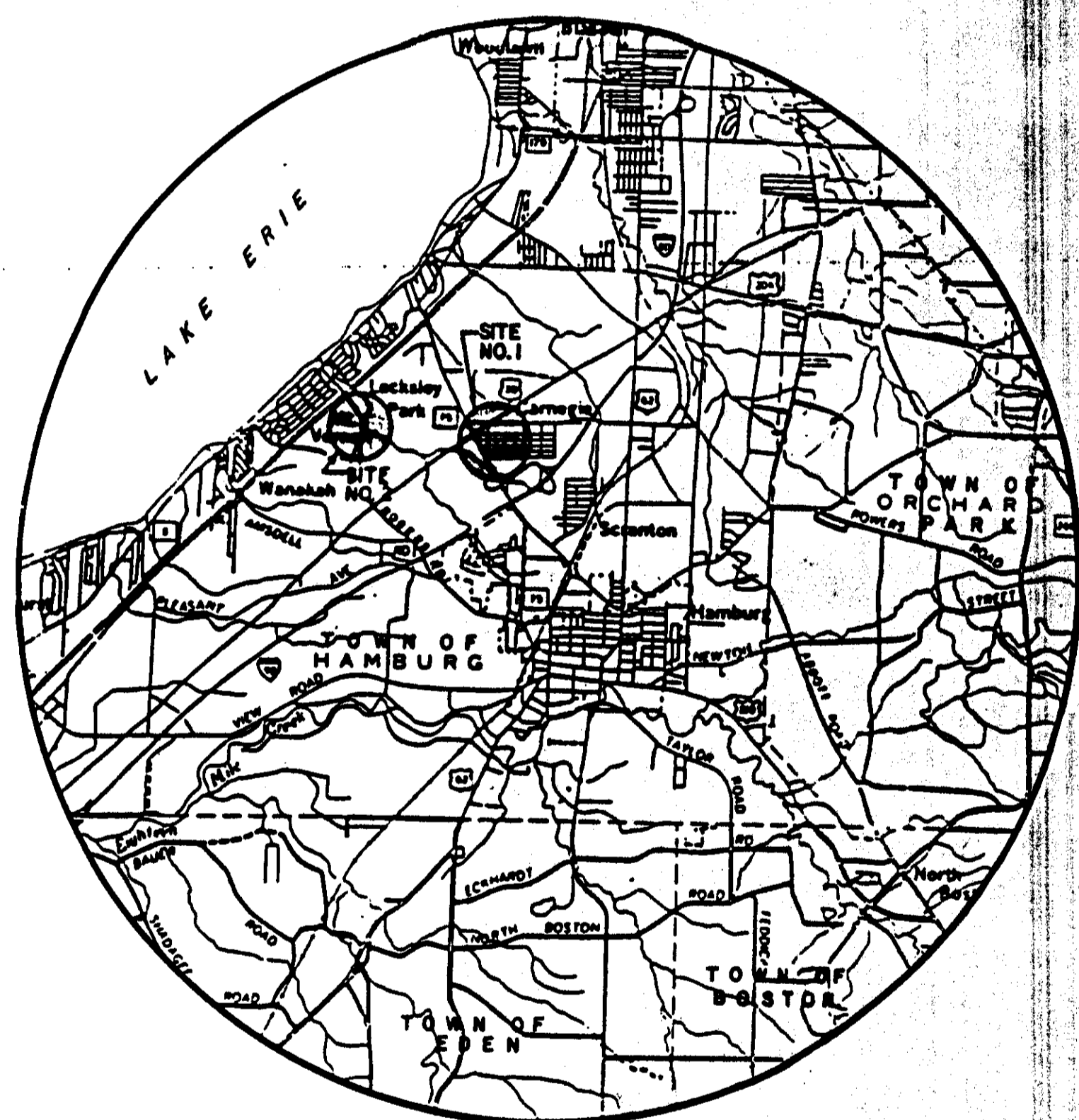
JOHN J. GILBERT, JR., PE.

PROJECT GRANTEE

ERIE COUNTY/SOUTHTOWNS SEWAGE TREATMENT AGENCY
 JOHN MILLS, CHAIRMAN

PROJECT ADMINISTRATOR

ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING
 DIVISION OF SEWERAGE MANAGEMENT
 JOAN E. LORING, COMMISSIONER
 CHARLES J. ALESSI, PE., DEPUTY COMMISSIONER



LOCATION MAP

NO SCALE

SITE NO. 1 - CARNEGIE AREA RELIEF SEWER
 SITE NO. 2 - ROGERS ROAD RELIEF SEWER



DISTRICT NO. 3
 TOWN Hamburg
 CONTRACT NAME/NO. Carnegie Relief Sewer
 TYPE Extension
 STATUS Revised
 ENGINEER URS
 DATE 1-20-88
1/8
 Roll 300
 Frame 2636

RECORD DRAWINGS

URS Co., Inc.
 BUFFALO, NEW YORK

JAN 20 1988

DATE PRINTED

WARNING:
 IT IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR TO ALTER, IN ANY WAY, ANY PLANS, SPECIFICATIONS, PLATS, OR REPORTS TO WHICH THE SEAL OF A PROFESSIONAL ENGINEER OR LAND SURVEYOR HAS BEEN APPLIED.

URS URS Company, Inc.
 BUFFALO NEW YORK

GENERAL NOTES

1. IN THE EVENT OF DISCREPANCIES BETWEEN THE DRAWINGS AND THE SPECIFICATIONS, THE SPECIFICATIONS SHALL GOVERN.
2. WHERE ACTUAL MEASUREMENTS ARE SHOWN ON THE DRAWINGS, THEY SHALL TAKE PRECEDENCE OVER SCALED DISTANCES AND DIMENSIONS.
3. THE ACCURACY OF SCALED DISTANCES IS NOT GUARANTEED.
4. THE ELEVATIONS SHOWN ON THE DRAWINGS ARE BASED ON U.S.G.S. DATUM, AS SURVEYED FROM THE BENCHMARKS LISTED BELOW.
5. THE SURROUNDING AREA TOPOGRAPHY MAY BE SUBJECT TO CHANGE. THE CONTRACTOR IS TO VISIT THE SITE AND FAMILIARIZE HIMSELF WITH ANY POSSIBLE CHANGES IN TOPOGRAPHY PRIOR TO BIDDING.
6. THE CONTRACTOR IS REQUIRED TO CONFINE HIS OPERATIONS TO WITHIN THE LIMITS OF THE R.O.W. AND ANY EASEMENTS SHOWN. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING, PAYING FOR, AND COMPLYING WITH ALL PERMITS REQUIRED FOR WORK UNDER THIS CONTRACT.
7. THE UNDERGROUND UTILITIES SHOWN ARE PLOTTED ACCORDING TO THE BEST AVAILABLE INFORMATION BASED ON INFORMATION OBTAINED FROM THE VARIOUS UTILITY COMPANIES AND AVAILABLE RECORDS. HOWEVER, THEY CANNOT BE GUARANTEED AS TO ACCURACY OR COMPLETENESS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO HAVE THIS INFORMATION VERIFIED AND LOCATED PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL NECESSARY PROTECTION AND SUPPORT OF EXISTING UTILITIES AND RELATED APPURTENANCES AND MATERIALS DURING CONSTRUCTION OF THIS PROJECT.
8. THE CONTRACTOR IS TO MAINTAIN AND PROTECT ALL SERVICES DURING CONSTRUCTION. IF IT BECOMES ABSOLUTELY NECESSARY TO TEMPORARILY DISCONNECT SERVICE, THE PROPERTY OWNER AND THE PROPER AUTHORITIES MUST BE NOTIFIED IN ADVANCE. IF THE LENGTH OF TIME OF DISCONNECTION EXCEEDS TWO HOURS, TEMPORARY SERVICES MUST BE PROVIDED AT THE CONTRACTOR'S EXPENSE. ALL PERMITS, LICENSES AND DAMAGE TO EXISTING UTILITIES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THE CONTRACTOR SHALL HAVE NO CLAIMS FOR DAMAGES DUE TO ENCOUNTERING SUBSURFACE STRUCTURES EITHER AS SHOWN, IN LOCATIONS OTHER THAN SHOWN, OR IN LOCATIONS WHICH ARE NOT SHOWN ON THE DRAWINGS.
9. WHERE EXISTING UTILITIES ARE REQUIRED TO BE RELOCATED, THE CONTRACTOR SHALL MAKE ALL NECESSARY ARRANGEMENTS WITH THE UTILITY COMPANY CONCERNED REGARDING RELOCATION. THE COST FOR RELOCATION OF UTILITIES SHALL BE INCLUDED IN THE BID ITEM PRICE FOR UTILITY RELOCATION.
10. NO PUMPING OR BAILING OF SANITARY SEWAGE INTO THE STORM SYSTEM OR STORM FLOW INTO THE SANITARY SYSTEM WILL BE PERMITTED AT ANY TIME DURING CONSTRUCTION.
11. THE CONTRACTOR IS TO STRAIGHT CUT PAVEMENT AND REPLACE IN KIND IN ACCORDANCE WITH THE CONTRACT DOCUMENTS, AS REQUIRED OR OTHERWISE DIRECTED, TO THE HIGHWAY OWNER'S SATISFACTION.
12. THE CONTRACTOR SHALL PROVIDE ALL REQUIRED TRAFFIC CONTROL. LOCAL TRAFFIC AND ACCESS TO PROPERTIES SHALL BE PROTECTED AND MAINTAINED TO THE MAXIMUM EXTENT POSSIBLE, AND EMERGENCY ACCESS SHALL BE MAINTAINED AT ALL TIMES.
13. THE WIDTH OF TRENCH EXCAVATION SHALL BE KEPT TO THE MINIMUM NECESSARY TO PERFORM THE WORK. ALL EXCAVATIONS SHALL BE PROTECTED BY SUITABLE FENCING OR BARRICADES DURING CONSTRUCTION. EXCAVATIONS SHALL BE BACKFILLED OR COVERED BY TEMPORARY STEEL PLATING WHILE LEFT UNATTENDED.
14. NO BACKFILLING OF WORK SHALL BE PERFORMED PRIOR TO THE ENGINEERING INSPECTOR'S APPROVAL.
15. DURING THE COURSE OF CONSTRUCTION, THE CONTRACTOR SHALL CONDUCT HIS OPERATION IN A MANNER TO PREVENT OR KEEP TO A MINIMUM ANY DAMAGE TO ANY STREAM FROM POLLUTION FROM DEBRIS, SEDIMENT OR MATERIALS IN OR NEAR SUCH STREAMS. HE SHALL NOT RETURN DIRECTLY TO A STREAM ANY WATER WHICH HAS BEEN USED FOR WASH PURPOSES OR ANY SIMILAR OPERATIONS WHICH CAUSE THIS WATER TO BE POLLUTED WITH SAND, "ILT, CEMENT, OIL OR OTHER IMPURITIES. IF HE USES WATER FROM A STREAM, HE SHALL CONSTRUCT ANY INTAKE OR TEMPORARY DAM REQUIRED TO PROTECT AND MAINTAIN WATER RIGHTS TO SUSTAIN AQUATIC LIFE DOWNSTREAM.
16. THE CONTRACTOR SHALL EXERCISE CARE DURING CONSTRUCTION TO PROTECT AND PRESERVE ALL EXISTING TREES.
17. THE CONTRACTOR SHALL RETAIN THE SERVICES OF A QUALIFIED NURSERY MAN TO REPAIR ANY DAMAGE WHICH MAY OCCUR TO ANY EXISTING TREES, SHRUBBERY, OR OTHER VEGETATION, OR IN THE EVENT THAT ANY TREES REQUIRE REMOVAL AND REPLACEMENT.

LEGEND

EXISTING

- UP UTILITY POLE
- UP UTILITY POLE W/ANCHOR
- UP LIGHT POLE
- A FIRE HYDRANT
- *WV WATER VALVE
- GAS VALVE
- MH EXISTING MANHOLE
- BI CATCH BASIN OR INLET
- CULVERT
- IRON PIPE
- PROPERTY LINE
- R.O.W. LINE
- FENCE
- W WATER LINE
- G GAS LINE
- T TELEPHONE CABLE (BURIED)
- E ELECTRIC CABLE (BURIED)
- TEST BORING
- ST STORM SEWER
- S SANITARY SEWER
- ES EDGE OF PAVEMENT AND DRIVEWAY
- ES EDGE OF SHOULDER AND UNPAVED DRIVEWAY
- ACCESS ROAD

PROPOSED

- WATER COURSE
- GUARD RAIL
- SIGN
- TREE (TYPE NOTED)
- SHIMULEY
- DITCH
- POST (TYPE NOTED)
- MARKER OR SIGNAL (TYPE NOTED)
- GRAVITY SEWER W/MANHOLE
- MANHOLE
- SELECT FILL REQUIRED
- TUNNEL UNDER TREE
- REMOVE TREE
- TIGHT VERTICAL SHEETING TO BE LEFT IN PLACE, WHERE NOTED
- T TEMPORARY EASEMENT PARALLEL TO R.O.W.
- P PERMANENT EASEMENT PARALLEL TO R.O.W.

TABLE OF BENCHMARKS

B.M.	DESCRIPTION	ELEV.
"0"	"X" CUT ON MOST SOUTHERLY BOLT OF HYDRANT, 30.0' ± NORTH OF E OF SOWLES RD. AND 200.0' ± EAST OF E OF CAMP RD.	715.58
"39A"	NORTH NUT OF HYDRANT, 35.0' ± SOUTH OF E OF SOWLES RD. AND 100.0' ± EAST OF PITTSBURG ST.	725.60
"N"	"□" CUT IN SOUTHWEST CORNER OF CHAS. RASIN, 25.0' ± SOUTH OF E OF COLUMBIA ST. 25.0' ± WEST OF E OF PITTSBURG ST.	748.7
"P"	"□" CUT ON NORTHWEST CORNER OF JMC. BASE OF R.R. SIGNAL, 25.0' ± SOUTH OF ROGERS RD. AND 10.0' ± SOUTH OF SOUTHERLY R.R. TRACKS CROSSING	638.5
"Q"	"X" CUT ON MOST NORTHEASTERN BOLT OF HYDRANT, 35.0' ± WEST OF E OF HOUSE # 5025 ROGERS RD. AT BOTTOM OF HYDRANT	646.99
"R"	"X" CUT ON MOST NORTHERLY BOLT OF HYDRANT, 40.0' ± WEST OF E OF ROGERS RD. AT HOUSE # 5756 ROGERS RD.	661.9

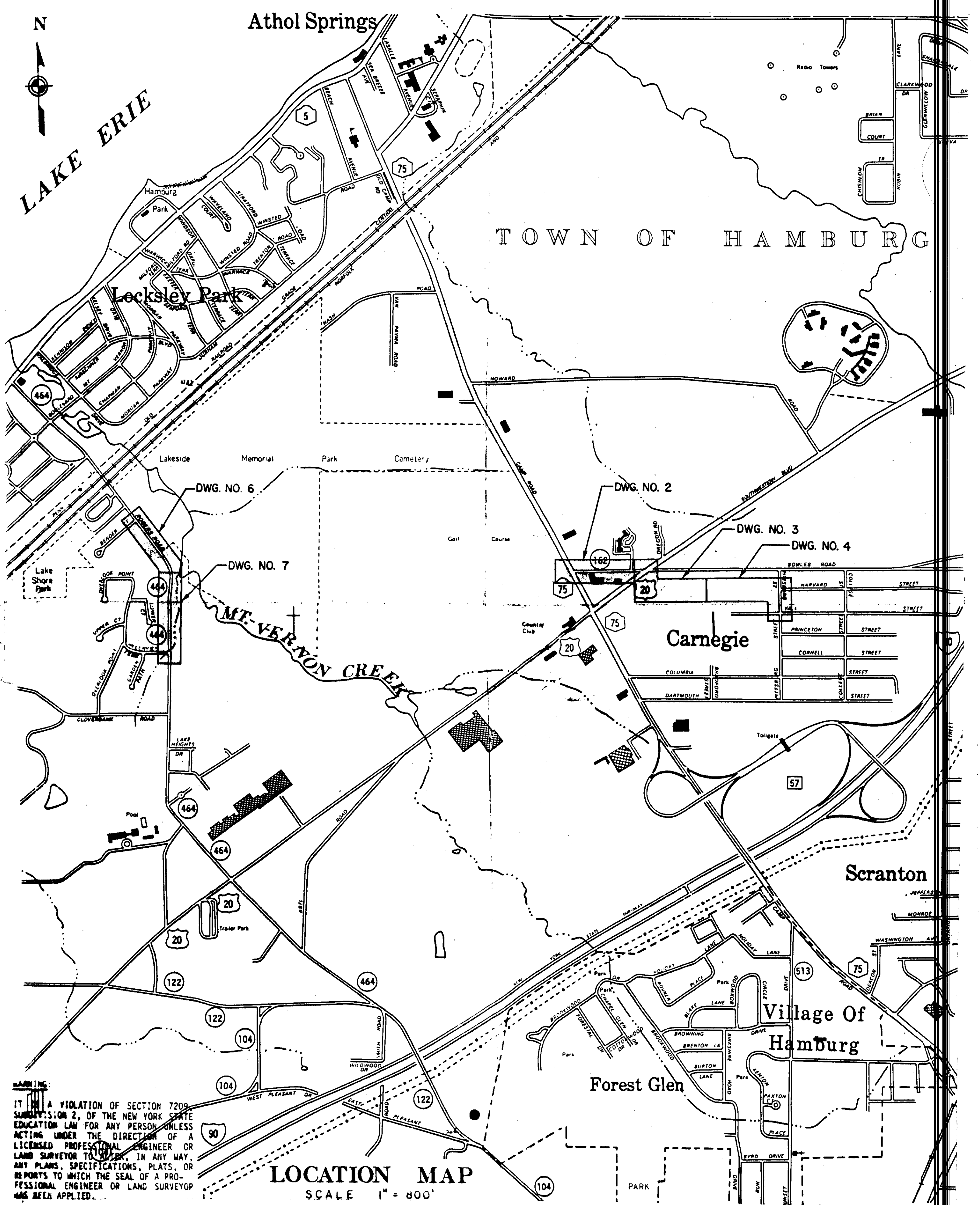
INDEX OF DRAWINGS

DWG. NO.	DESCRIPTION
DWG. NO. 1	INDEX OF DRAWINGS, LOCATION MAP, LEGEND, BENCHMARKS AND GENERAL NOTES
DWG. NO. 2	CARNEGIE AREA, PLAN & PROFILE, STA. C0+00 THROUGH STA. C9+20
DWG. NO. 3	CARNEGIE AREA, PLAN & PROFILE, STA. C9+20 THROUGH STA. C22+20
DWG. NO. 4	CARNEGIE AREA, PLAN & PROFILE, STA. C22+20 THROUGH STA. C35+28
DWG. NO. 5	CARNEGIE AREA, PLAN & PROFILE, "CA" LINE AND "CB" LINE
DWG. NO. 6	ROGERS ROAD, PLAN & PROFILE, STA. R0+00 THROUGH STA. R13+50
DWG. NO. 7	ROGERS ROAD, PLAN & PROFILE, STA. R13+50 THROUGH STA. R26+26
DWG. NO. 8	MANHOLE DETAILS
DWG. NO. 9	MISCELLANEOUS DETAILS

RECORD DRAWINGS
URS Co., Inc.
BUFFALO, NEW YORK

JAN 30 1988

DATE PRINTED



LOCATION MAP
SCALE 1" = 800'

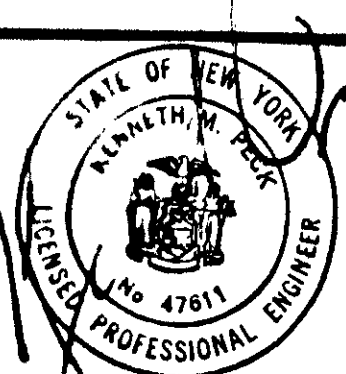
IT IS A VIOLATION OF SECTION 7209 SUBSECTION 2, OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR TO COPY, IN ANY WAY, ANY PLANS, SPECIFICATIONS, PLATS, OR REPORTS TO WHICH THE SEAL OF A PROFESSIONAL ENGINEER OR LAND SURVEYOR HAS BEEN APPLIED.

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
2	2-14-88	GENERAL REVISIONS			
1	12-21-85	GENERAL REVISIONS			
REVISIONS					

DESIGNED BY:	J.S.R.
DRAWN BY:	K.L.W.
CHECKED BY:	G.S.G.
PROJ. ENGR.:	P.M.B.

URS URS Company, Inc.
CONSULTING ENGINEERS
NEW YORK NEW JERSEY

JOB No. 35033



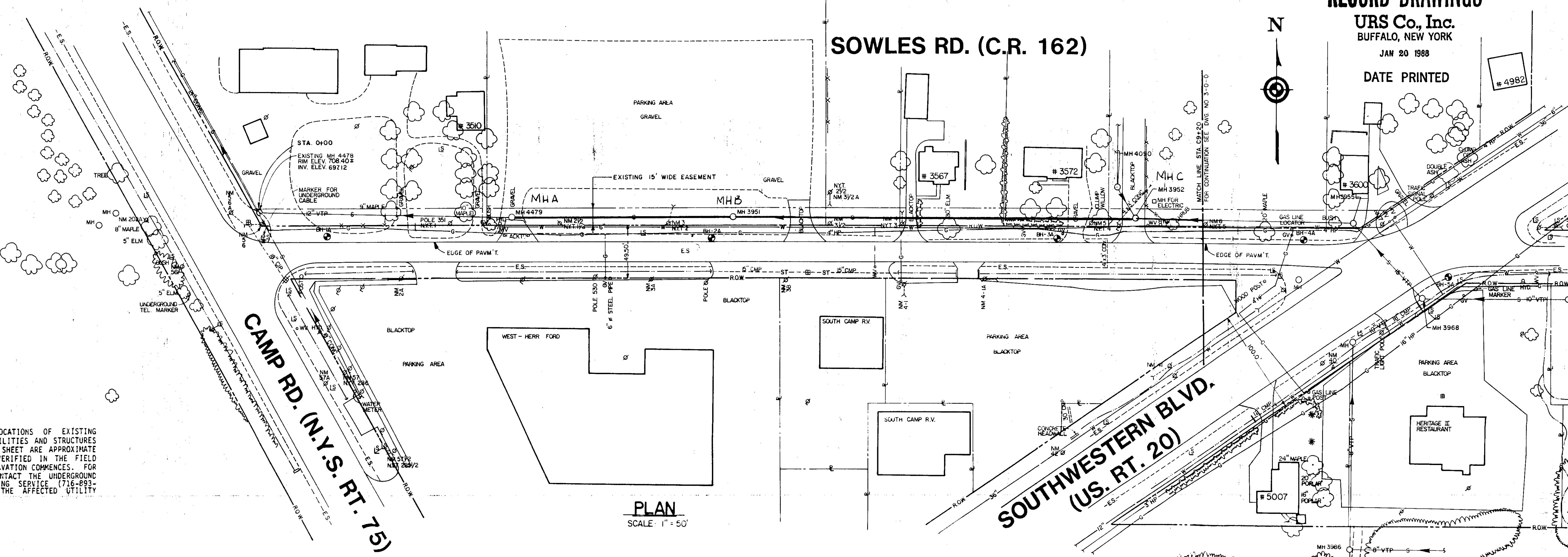
TOWN OF HAMBURG
ERIE COUNTY NEW YORK
ERIE COUNTY / SOUTHTOWNS
SEWAGE TREATMENT AGENCY

CARNegie AREA & ROGERS ROAD
RELIEF SEWERS
CONTRACT NO. HMD-3
PROJ. NO. C-36-757-08

INDEX OF DWGS., LOCATION MAP
LEGEND, BENCHMARKS
& GENERAL NOTES

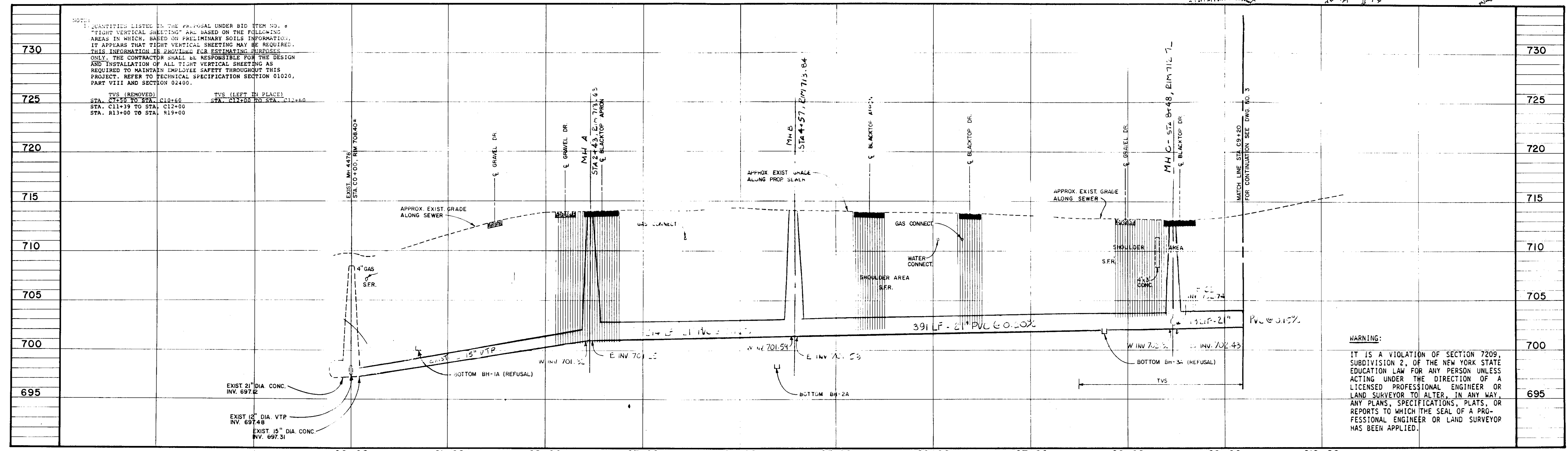
Scale: 1" = 800' Date: SEPT. 1985 DWG. NO. 1-1

SOWLES RD. (C.R. 162)



NOTE: ALL LOCATIONS OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THIS SHEET ARE APPROXIMATE AND MUST BE VERIFIED IN THE FIELD BEFORE ANY EXCAVATION COMMENCES. FOR ASSISTANCE, CONTACT THE UNDERGROUND UTILITY LOCATING SERVICE (716-893-1133) AND/OR THE AFFECTED UTILITY COMPANY.

PLAN
SCALE: 1" = 50'



PROFILE
SCALE: HORZ 1" = 50'
VERT 1" = 5'

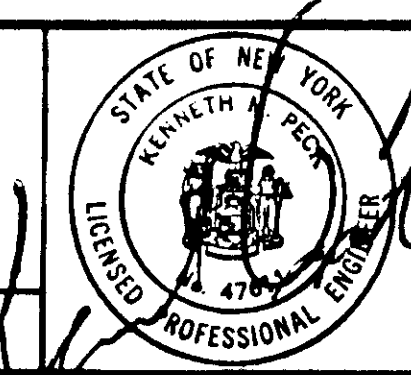
WARNING:
IT IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR TO ALTER, IN ANY WAY, ANY PLANS, SPECIFICATIONS, PLATS, OR REPORTS TO WHICH THE SEAL OF A PROFESSIONAL ENGINEER OR LAND SURVEYOR HAS BEEN APPLIED.

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
3	12/1/87	AS-BUILT PLAN & PROFILE			
2	2/14/86	GENERAL REVISIONS			
1	12/23/85	GENERAL REVISIONS			

DESIGNED BY: J.S.R.
DRAWN BY: K.L.W.
CHECKED BY: G.S.G.
PROJ. ENGR.: P.M.B.

URS URS Company, Inc.
CONSULTING ENGINEERS
NEW YORK NEW JERSEY

JOB No. 35033



TOWN OF HAMBURG
ERIE COUNTY NEW YORK
ERIE COUNTY / SOUTHTOWNS
SEWAGE TREATMENT AGENCY

CARNEGIE AREA - RELIEF SEWER
CONTRACT NO. HMD-3
PROJ. NO. C-36-757-08

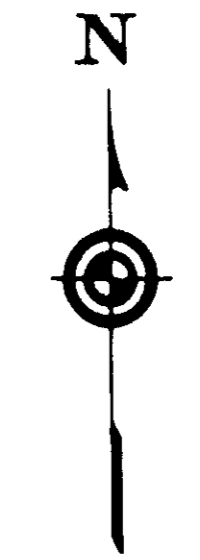
PLAN AND PROFILE
SOWLES ROAD
STA. C0+00 THROUGH STA. C9+20
Scale: AS SHOWN Date: SEPT 1985 DWG. NO. 2-0-2

SOWLES RD (US. RT. 162)

**SOUTHWESTERN BLVD.
(US. RT. 20)**

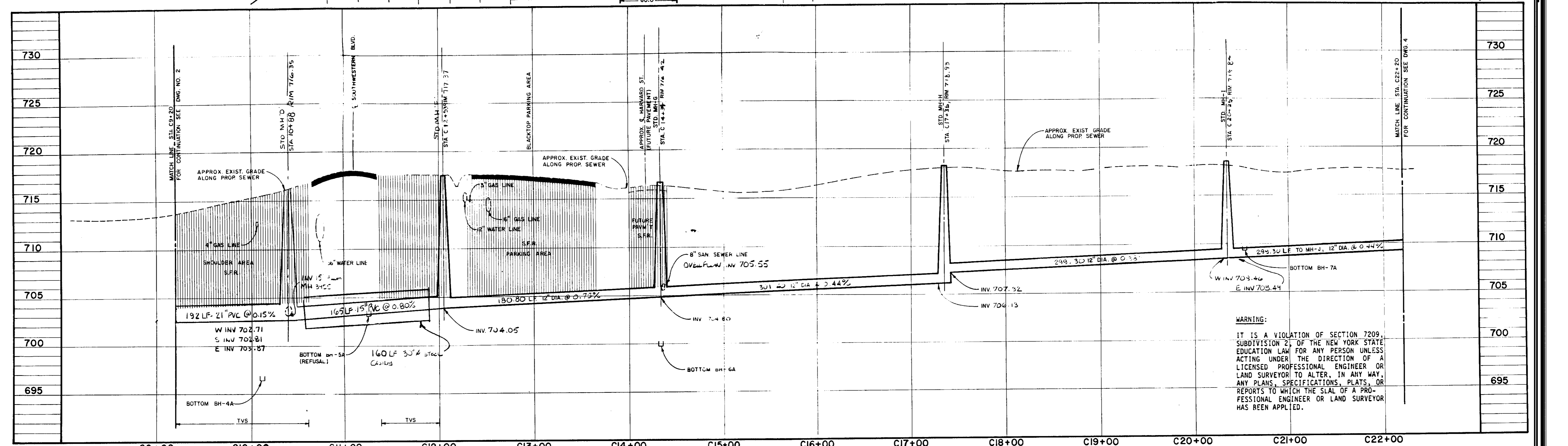
BRADFORD STREET

HARVARD STREET



PLAN
SCALE: 1" = 50'

NOTE: ALL LOCATIONS OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THIS SHEET ARE APPROXIMATE AND MUST BE VERIFIED IN THE FIELD BEFORE ANY EXCAVATION COMMENCES. FOR ASSISTANCE, CONTACT THE UNDERGROUND UTILITY LOCATING SERVICE (716-893-1133) AND/OR THE AFFECTED UTILITY COMPANY.



WARNING:
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PROFILE
SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
3	1/6/87	AS-BUILT PLAN & PROFILE			
2	2/4/86	GENERAL REVISIONS			
1	12/23/85	GENERAL REVISIONS			
REVISIONS					

DESIGNED BY: J.S.R.
DRAWN BY: K.L.W.
CHECKED BY: G.S.G.
PROJ. ENGR.: P.M.B.

URS URS Company, Inc.
CONSULTING ENGINEERS
NEW YORK NEW JERSEY

JOB No. 35033

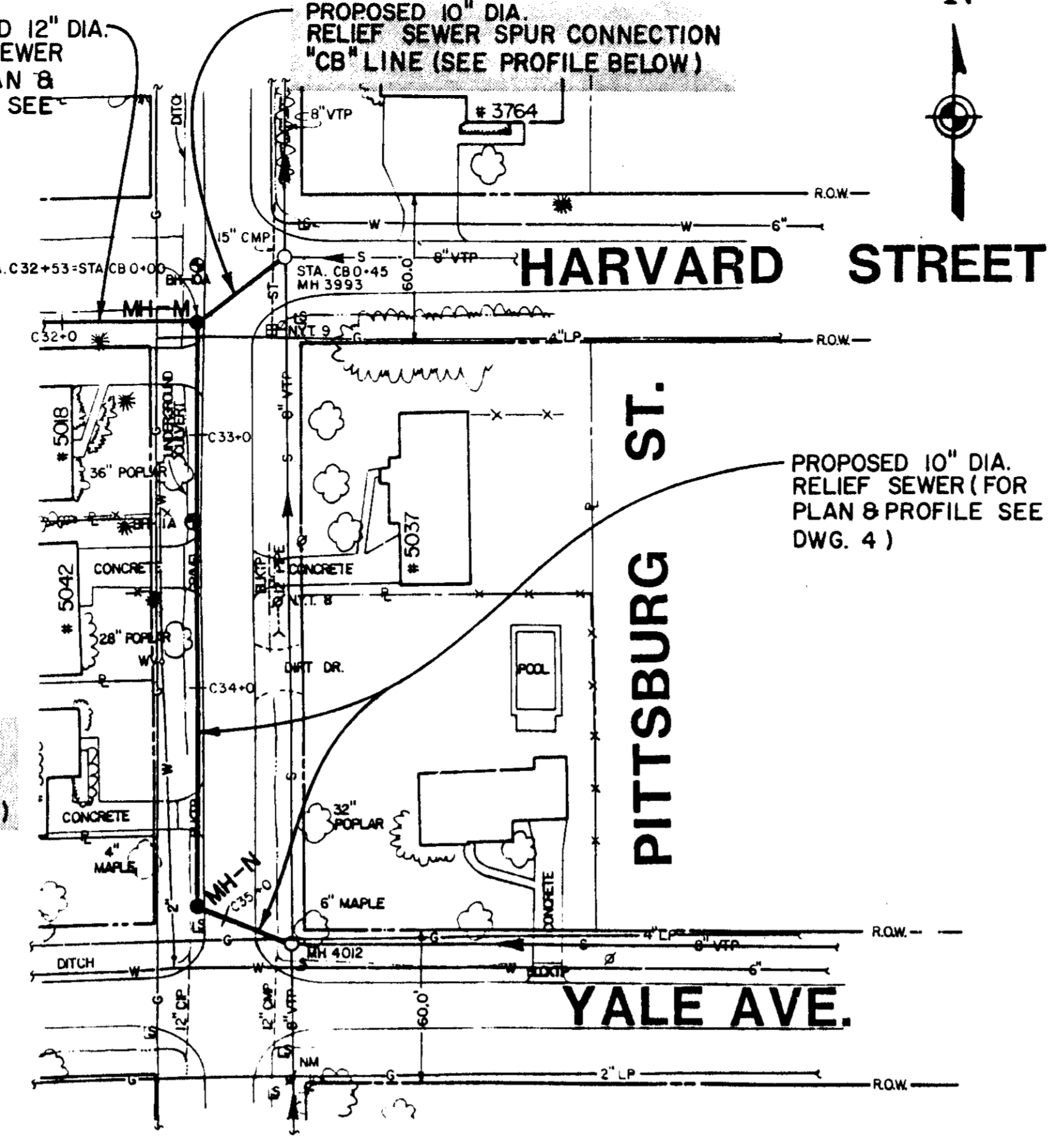
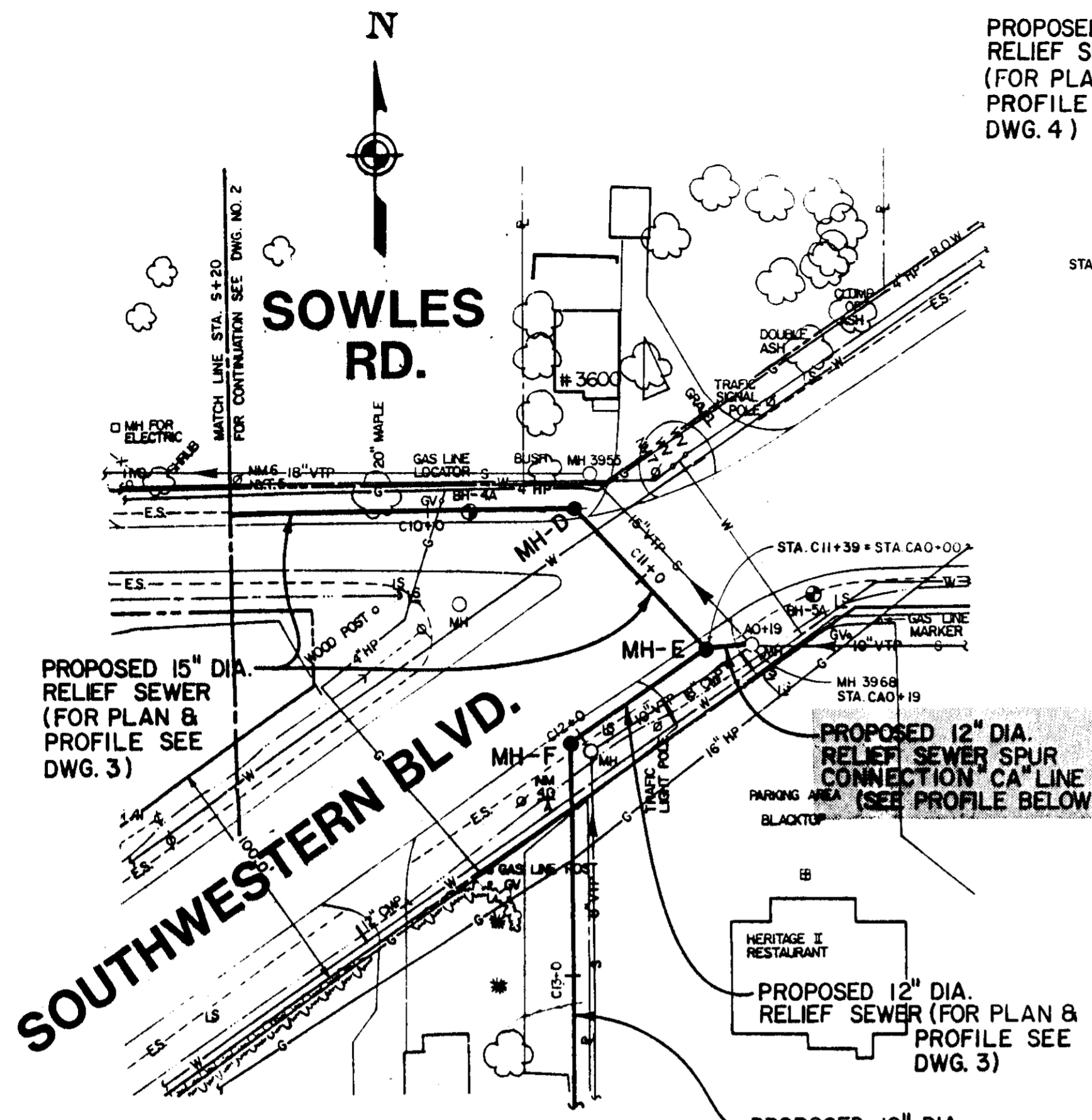


TOWN OF HAMBURG
ERIE COUNTY NEW YORK
ERIE COUNTY / SOUTHTOWNS
SEWAGE TREATMENT AGENCY

CARNEGIE AREA - RELIEF SEWER
CONTRACT NO. HMD-3
PROJ. NO. C-36-757-08

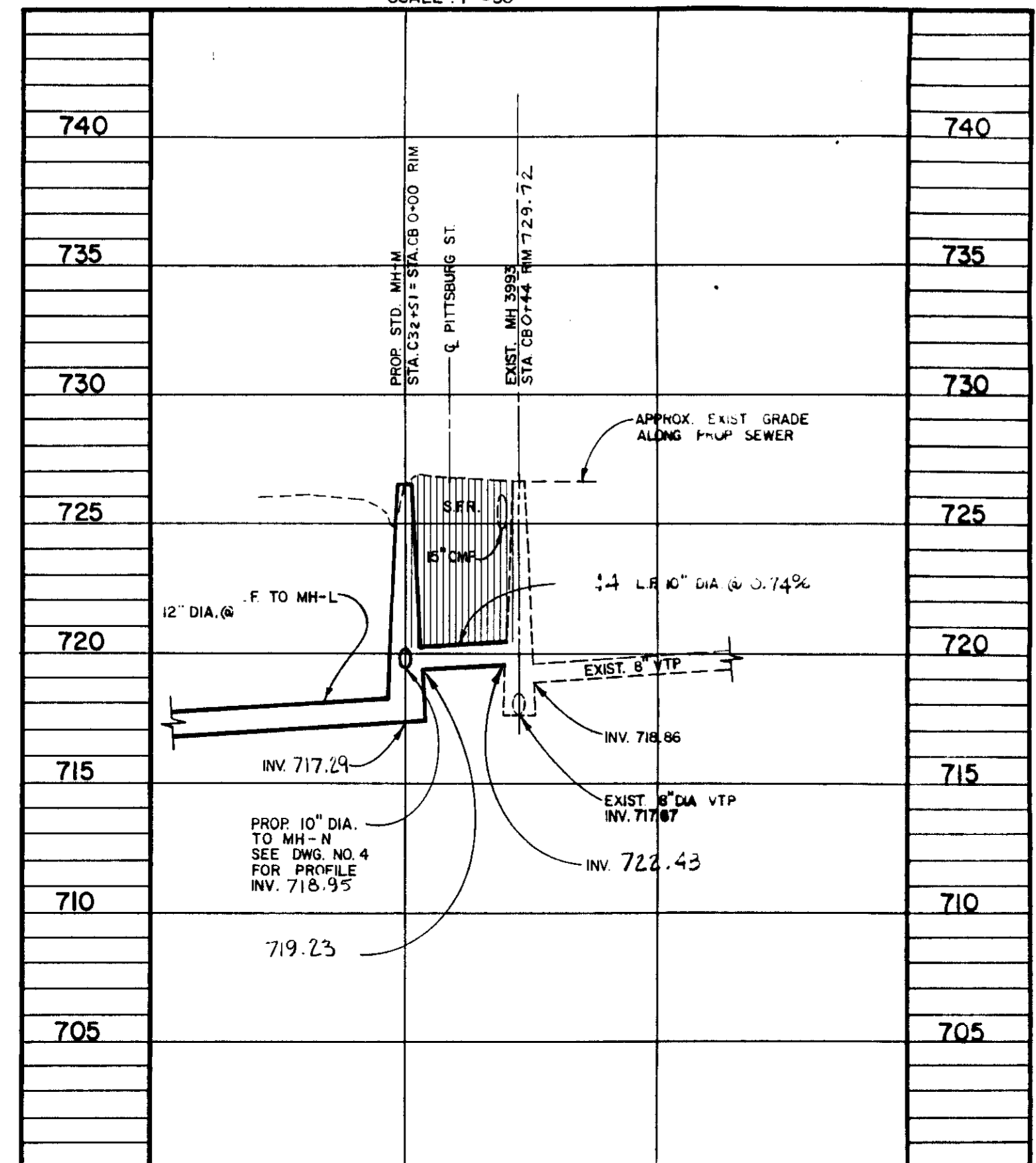
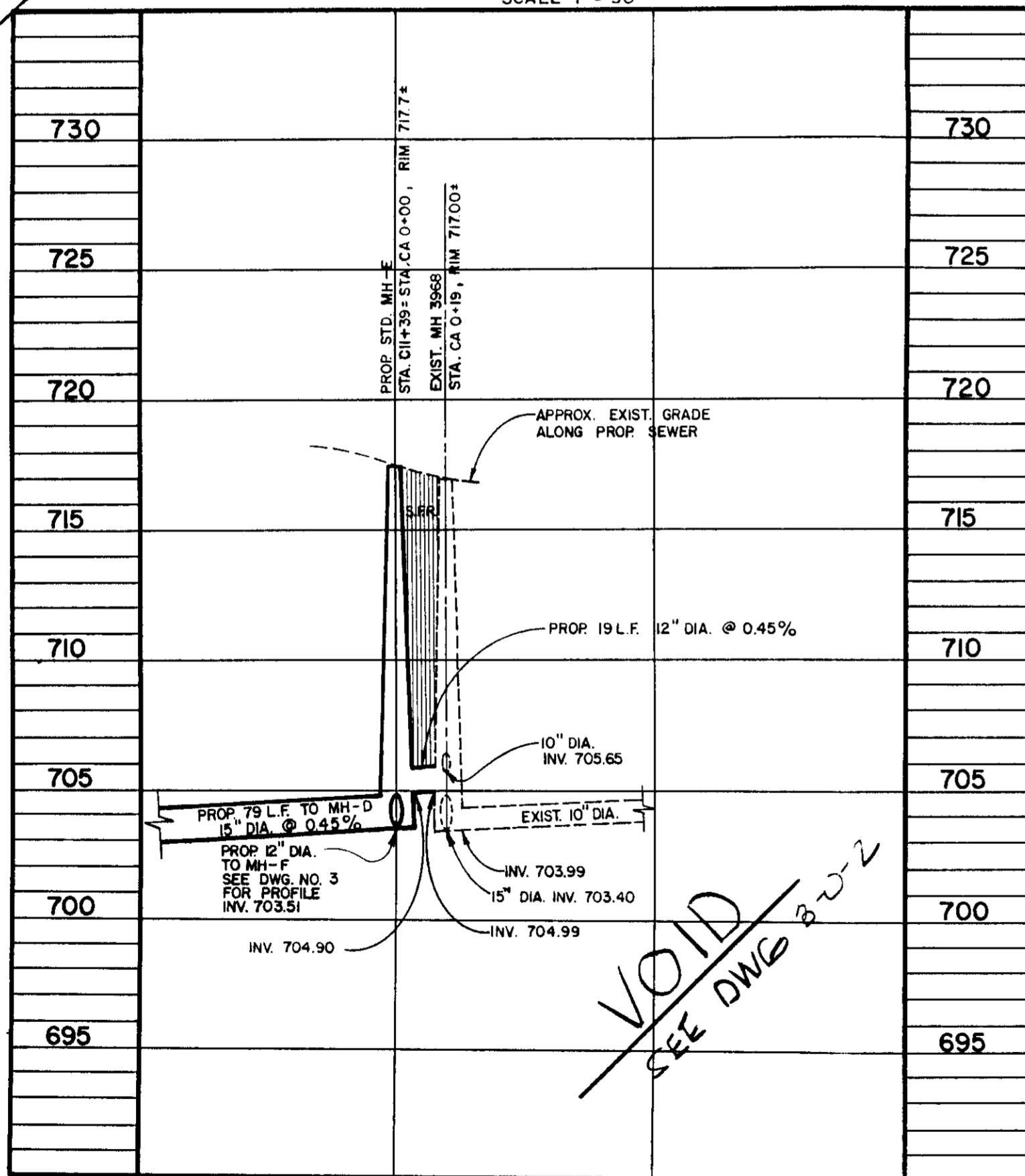
PLAN AND PROFILE
SOWLES RD. TO HARVARD ST.
STA. C9+20 THROUGH STA. C22+00

Scale: AS SHOWN Date: SEPT. 1985 DWG. NO. 3-C-2



SPUR CONNECTION
"CA" LINE
PLAN
SCALE: 1" = 50'

SPUR CONNECTION
"CB" LINE
PLAN
SCALE: 1" = 50'



VOID SEE DWG. 3-0-2

VOID SEE DWG. 3-0-2

RECORD DRAWINGS
URS Co., Inc.
BUFFALO, NEW YORK
JAN 20 1988
DATE PRINTED

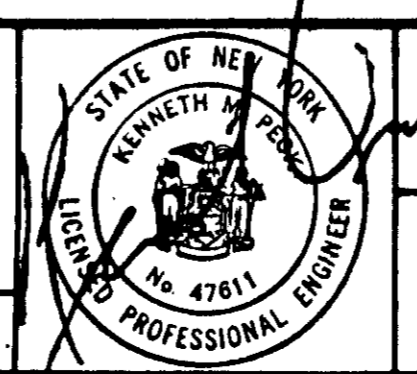
WARNING:
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NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
3	1/16/88	AS BUILT PLAN & PROFILES			
2	2/14/88	GENERAL REVISIONS			
1	12/23/85	GENERAL REVISIONS			

DESIGNED BY: J.S.R.
DRAWN BY: K.L.W.
CHECKED BY: G.S.G.
PROJ. ENGR.: P.M.B.

URS URS Company, Inc.
CONSULTING ENGINEERS
NEW YORK NEW JERSEY

JOB No. 35033



TOWN OF HAMBURG
ERIE COUNTY NEW YORK
ERIE COUNTY / SOUTHTOWNS
SEWAGE TREATMENT AGENCY

CARNEGIE AREA - RELIEF SEWER
CONTRACT NO. HMD-3
PROJ. NO. C-36-757-08

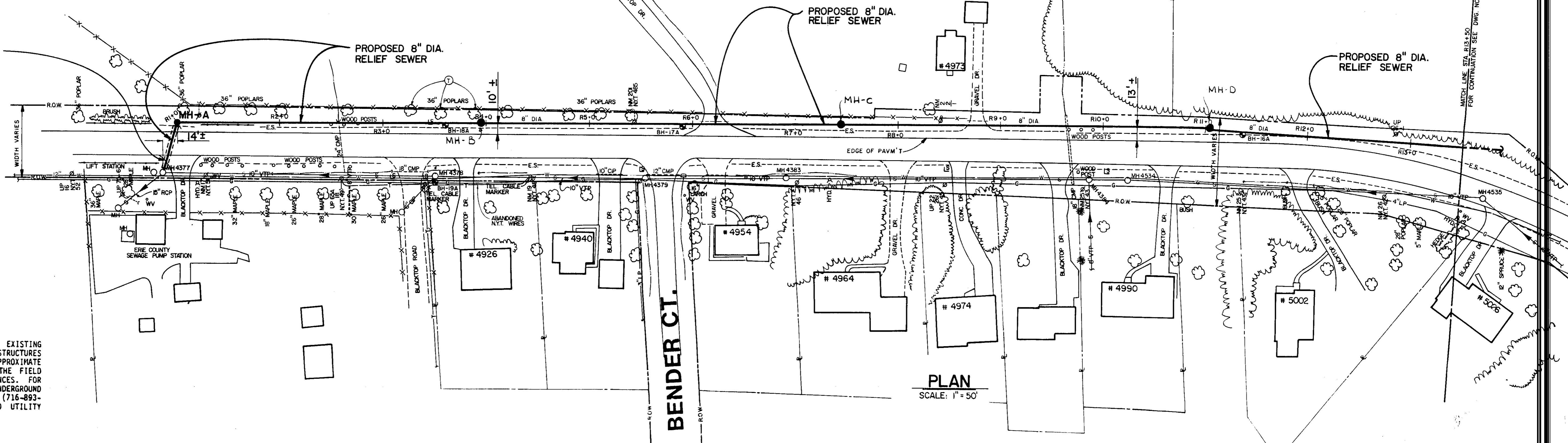
PLAN AND PROFILE
SOWLES ROAD
"CA" LINE AND "CB" LINE
Scale: AS SHOWN Date: SEPT. 1985 DWG. NO. 5-0-2

ROGERS RD. (C.R. 464)

PROPOSED 18" DIA. STEEL ENCASING PIPE SEE PROFILE BELOW

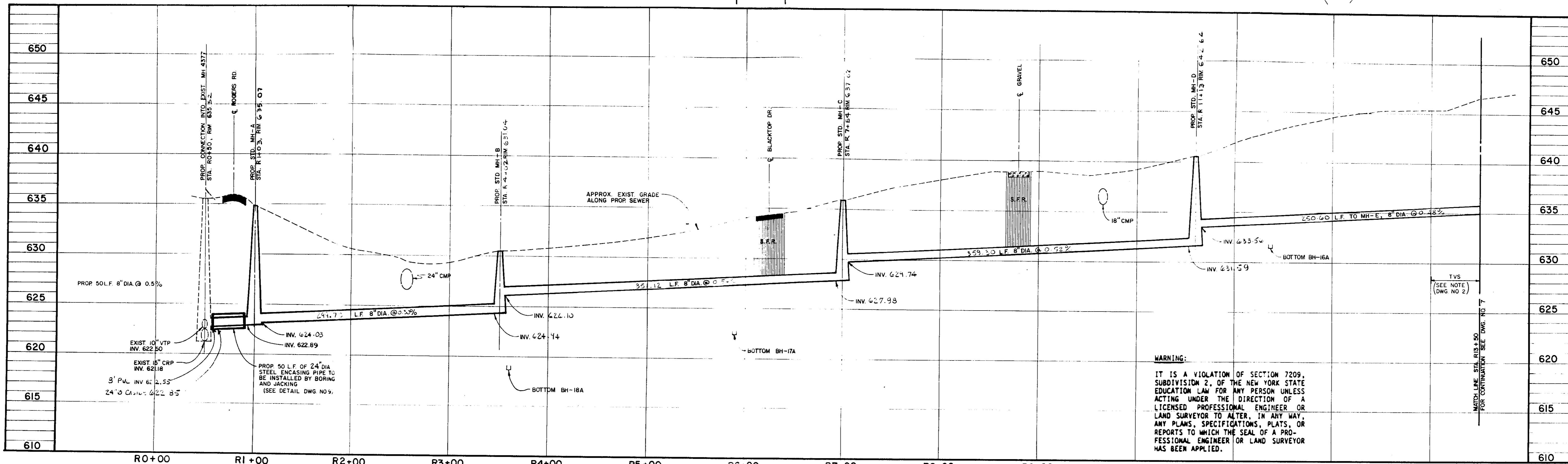
PROPOSED 8" DIA. RELIEF SEWER

PROPOSED 8" DIA. RELIEF SEWER



PLAN
SCALE: 1" = 50'

NOTE: ALL LOCATIONS OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THIS SHEET ARE APPROXIMATE AND MUST BE VERIFIED IN THE FIELD BEFORE ANY EXCAVATION COMMENCES. FOR ASSISTANCE, CONTACT THE UNDERGROUND UTILITY LOCATING SERVICE (716-893-1133) AND/OR THE AFFECTED UTILITY COMPANY.



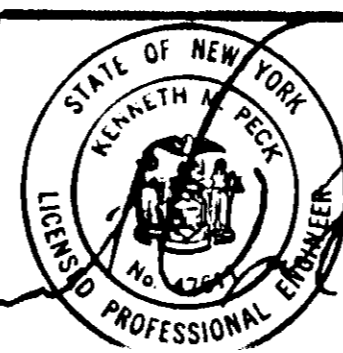
PROFILE
SCALE: HORIZ. 1" = 50'
VERT. 1" = 5'

WARNING:
IT IS A VIOLATION OF SECTION 7209, SUBDIVISION 2, OF THE NEW YORK STATE EDUCATION LAW FOR ANY PERSON UNLESS ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER OR LAND SURVEYOR TO ALTER, IN ANY WAY, ANY PLANS, SPECIFICATIONS, PLATS, OR REPORTS TO WHICH THE SEAL OF A PROFESSIONAL ENGINEER OR LAND SURVEYOR HAS BEEN APPLIED.

NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
3	12/1/87	AS-BUILT PROFILES/PLAN			
2	2/11/88	GENERAL REVISIONS			
1	12/23/87	GENERAL REVISIONS			

DESIGNED BY: J.S.R.
DRAWN BY: K.L.W.
CHECKED BY: G.S.G.
PROJ. ENGR.: P.M.B.

URS URS Company, Inc.
CONSULTING ENGINEERS
NEW YORK NEW JERSEY

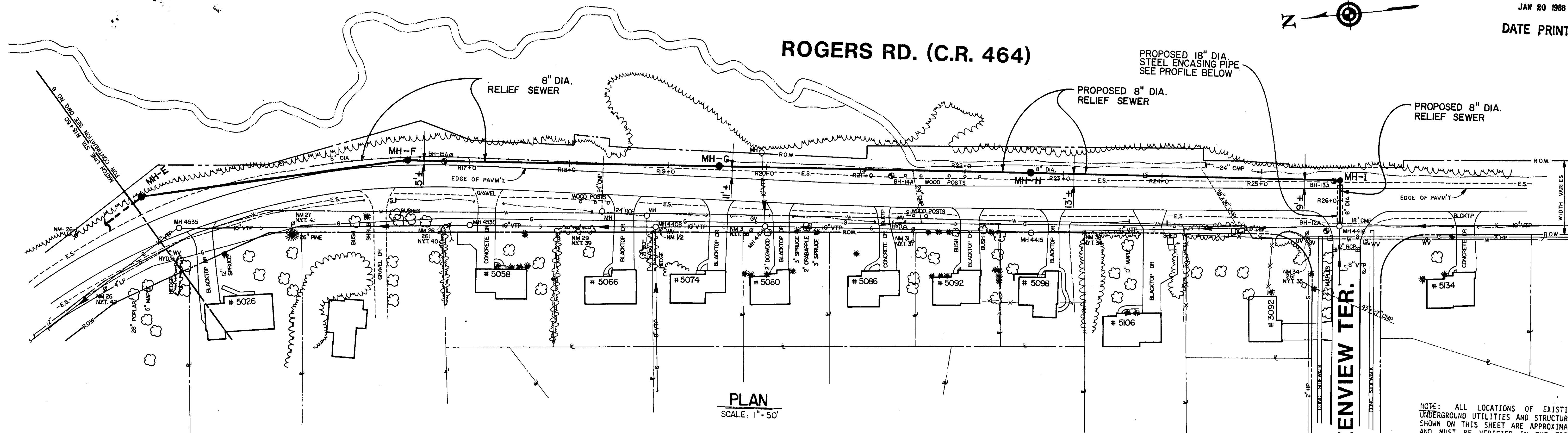


TOWN OF HAMBURG
ERIE COUNTY NEW YORK
ERIE COUNTY / SOUTHTOWNS
SEWAGE TREATMENT AGENCY

ROGERS ROAD RELIEF SEWER
CONTRACT NO. HMD - 3
PROJ. NO. C - 36 - 757 - 08

PLAN AND PROFILE
ROGERS ROAD
STA. R0+00 THROUGH STA. R13+50
Scale: AS SHOWN Date: SEPT 1985 DWG NO. C-36-08

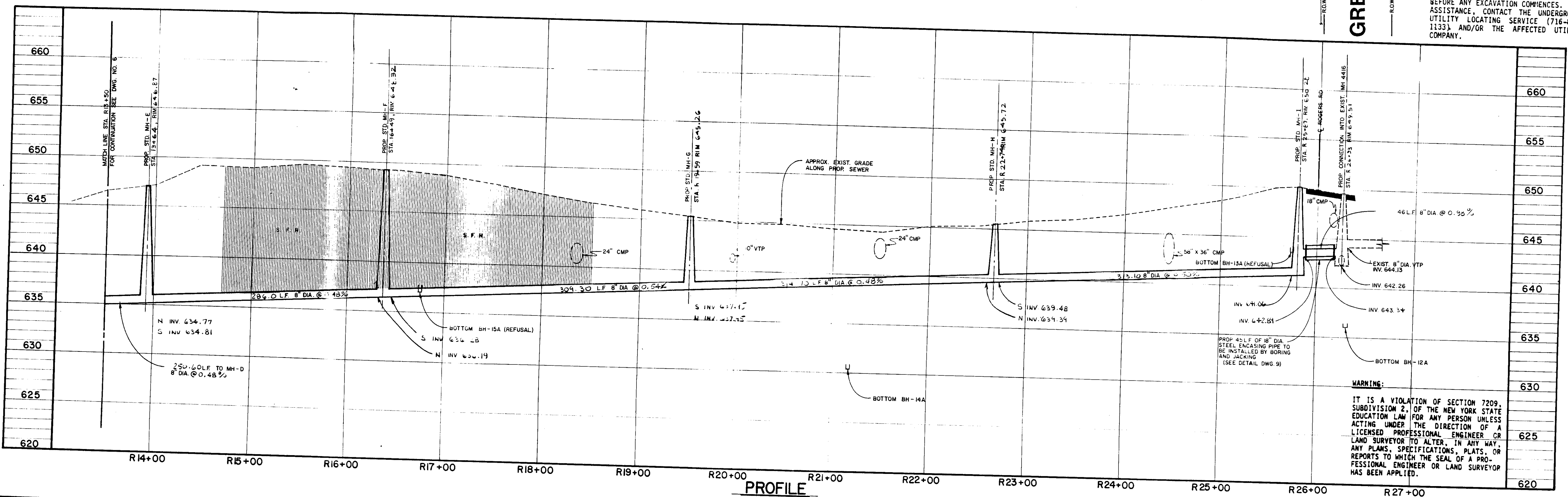
JOB No. 35033



PLAN
 SCALE: 1" = 50'

GREENVIEW TER.

NOTE: ALL LOCATIONS OF EXISTING UNDERGROUND UTILITIES AND STRUCTURES SHOWN ON THIS SHEET ARE APPROXIMATE AND MUST BE VERIFIED IN THE FIELD BEFORE ANY EXCAVATION COMMENCES. FOR ASSISTANCE, CONTACT THE UNDERGROUND UTILITY LOCATING SERVICE (716-893-1133) AND/OR THE AFFECTED UTILITY COMPANY.



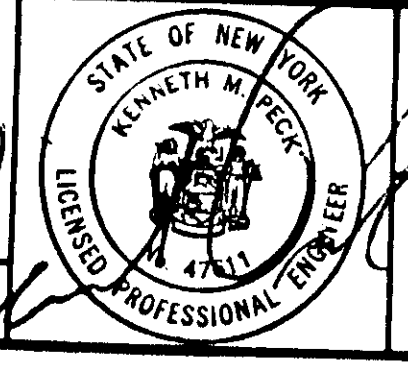
PROFILE
 SCALE: HORIZ. 1" = 50'
 VERT. 1" = 5'

WARNING:
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NO.	DATE	DESCRIPTION	NO.	DATE	DESCRIPTION
3	12/1/87	AS-BUILT PLAN & PROFILE			
2	2/14/88	GENERAL REVISIONS			
1	12/23/88	GENERAL REVISIONS			

DESIGNED BY: J.S.R.
 DRAWN BY: K.L.W.
 CHECKED BY: G.S.G.
 PROJ. ENGR.: P.M.B.

URS URS Company, Inc.
 CONSULTING ENGINEERS
 NEW YORK NEW JERSEY

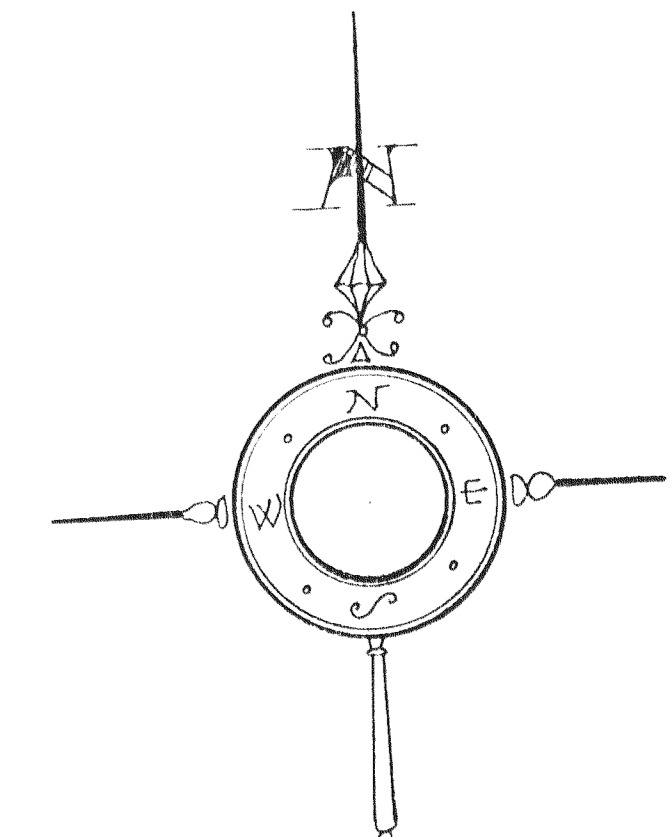


TOWN OF HAMBURG
 ERIE COUNTY NEW YORK
 ERIE COUNTY / SOUTHTOWNS
 SEWAGE TREATMENT AGENCY

ROGERS ROAD - RELIEF SEWER
 CONTRACT NO. HMD-3
 PROJ. NO. C-36-757-08

PLAN AND PROFILE
 ROGERS ROAD
 STA. R13+50 THROUGH STA. R26+25

SOWLES ROAD



SCRANTON ANNEX
M.C. 744

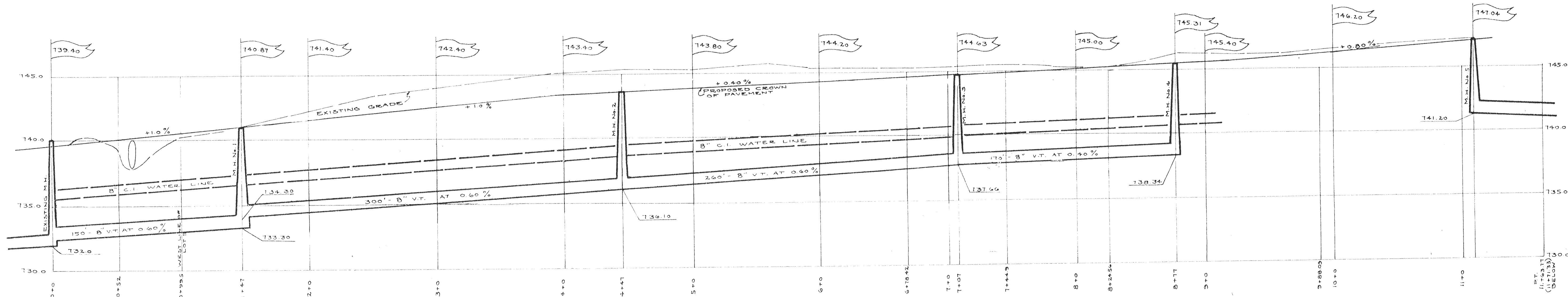
PARKER STREET
M.C. 744

NEW YORK STATE THRUWAY

DISTRICT NO. 3 SCANNED
TOWN HAMBURG
CONTRACT NAME/NO. CARNEGIE Hts.
TYPE SUB.
STATUS PROP.
ENGINEER WHITFORD & KOEHLER
DATE 1963
SHEET 1 OF 3
ROLL 300
FRAME 328

CONSTRUCTION OF
AND
GRADING PLAN
CARNEGIE HEIGHTS
PARTS II & I
LEO SWITALA
PART OF LOT 5, TOWN
OF HAMBURG
ERIE COUNTY
JUNE 17, 1968

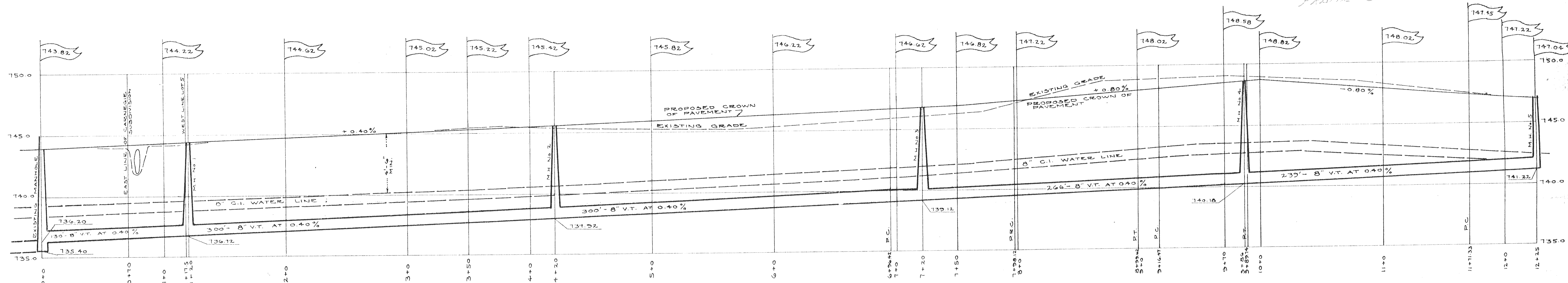
NOTE:
151.67 PROPOSED ELEVATION
757.53 EXISTING ELEVATION



PROFILE - HARVARD ST.

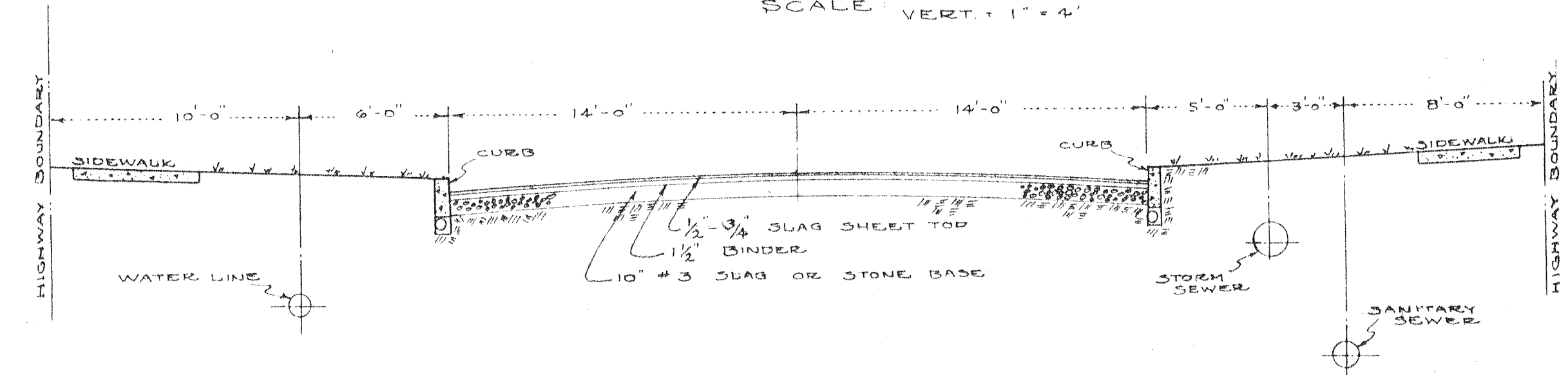
HOR. 1"=40'
VERT. 1"=4'

DISTRICT NO. 3
TOWN HAMBURG
CONTRACT NAME/NO. CARNEGIE HTS. - 2
TYPE SUB.
STATUS PAV.
ENGINEER WHITFORD & KOELMEL
DATE 11/50
SHEET 2 OF 3
ROLL 303
FRAME 529



PROFILE - YALE ST.

HOR. 1"=40'
VERT. 1"=4'



TYPICAL STREET SECTION

SCALE: 1"=5'

CONSTRUCTION PROFILES
CARNEGIE HEIGHTS EXTENS
PARTS II & III
LEO SWITALA - OWNER
PART OF LOTS 5 & 13, TOWN 9, RANGE
TOWN OF HAMBURG, NEW YORK
ERIE COUNTY

JUNE 17, 1968

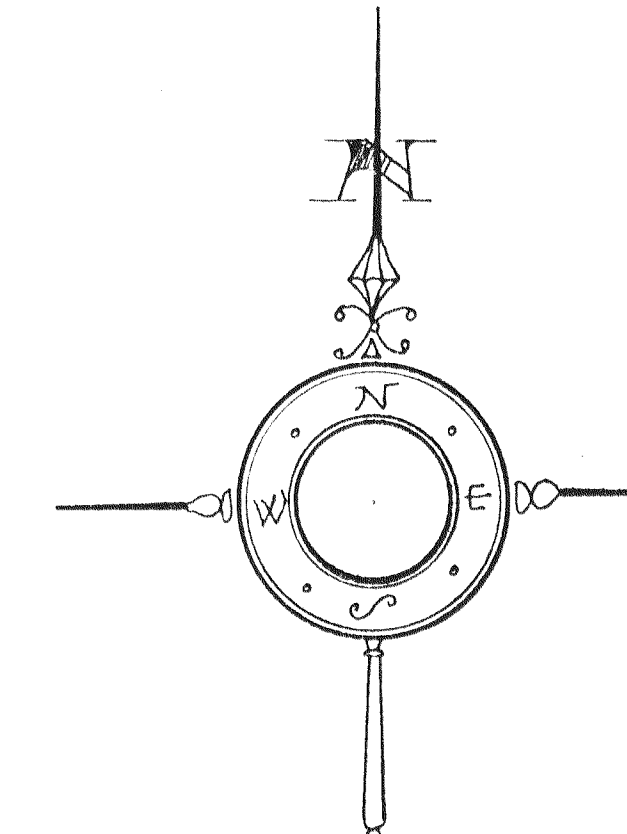
JOB No. 68123

WHITFORD & KOELMEL
ENGINEERS & SURVEYORS
46 MAIN STREET
HAMBURG, NEW YORK

REVISED
APRIL 17, 1971

SCALE AS NOTED

SOWLES ROAD



SCRANTON ANNEX
M.C. 744

ONTARIO STREET
M.C. 744
(NOT IMPROVED)

PARKER STREET
M.C. 744

STATE THRUWAY

HARVARD ST. EXTENSION

YALE ST. EXTENSION

PART III
PART II

CONSTRUCTION PLANS
AND
GRADING PLAN
**CARNEGIE HEIGHTS EXT
PARTS II & III**

LEO SWITALA & OWNERS
PART OF LOT 5, TOWN 9, R.
TOWN OF HAMBURG
ERIE COUNTY NEW YORK

JUNE 17, 1968 SCALE

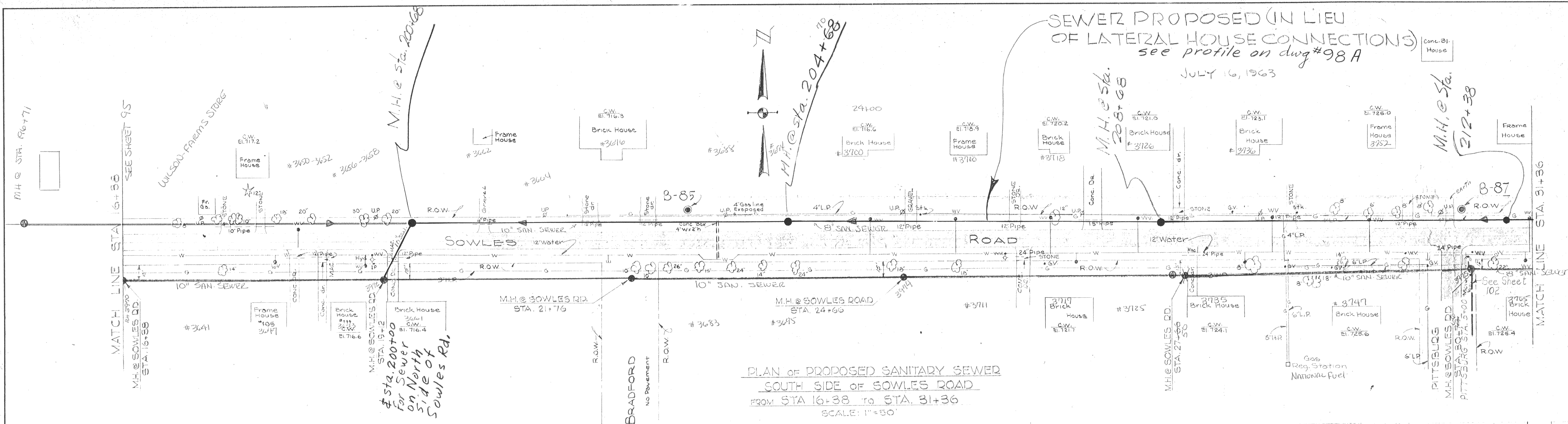
YORK
OWNER NO. 3
TOWN HAMBURG
CONTRACT NAME/NO. CARNEGIE HTS. - 3
TYPE SUB
STATUS PROP
ENGINEER WHITFORD & KOELMEL
DATE 1968
SHEET 3 of 3
ROLL 300
FRAME 530

NOTE:
151.57 PROPOSED ELEVATION
75.83 EXISTING ELEVATION

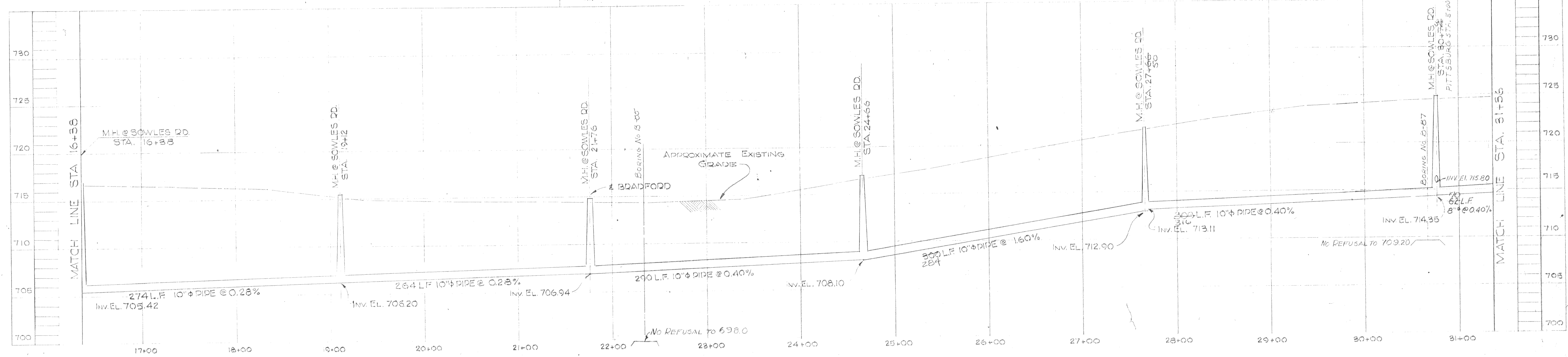
WHITFORD & KOELMEL
ENGINEERS - SURVEYORS
46 MAIN STREET
HAMBURG, NEW YORK

SEWER PROPOSED (IN LIEU OF LATERAL HOUSE CONNECTIONS)
see profile on dwg #98A

JULY 16, 1963



PLAN of PROPOSED SANITARY SEWER
SOUTH SIDE OF SOWLES ROAD
FROM STA 16+38 TO STA. 31+36
SCALE: 1"=50'



PROFILE (South Side)
SCALE: HORIZ. 1"=50'
VERT. 1"=5'

DISTRICT NO. 3 (SCANNED 2010)
TOWN HAMBURG
CONTRACT NAME/NO. SOWLES RD/96
TYPE EXT
STATUS PROP
ENGINEER H&S/NC&V.
DATE 7/61
SHEET 2 OF 4
ROLL 300 FRAME 410

Handwritten signature: Russell K. Munk

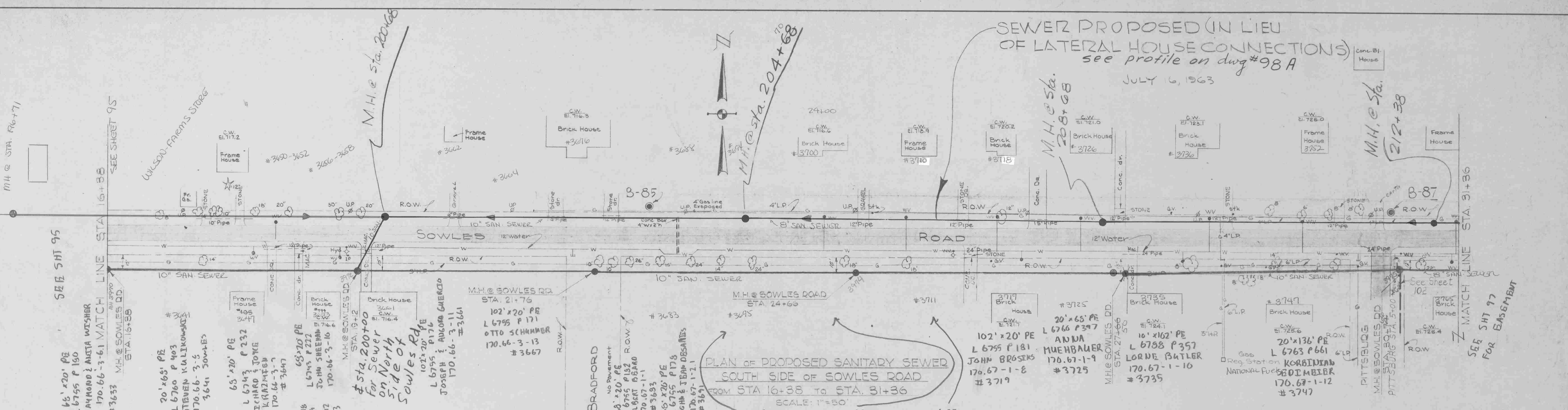
LEGEND	
—	Property Line or Street Right of Way
— 6" L.P.	Low Pressure Gas Main
— 8" H.P.	High Pressure Gas Main
— G.V.	Gas Valve
— W.M.	Water Main
— Hyd.	Hydrant
— W.V.	Water Valve
— U.P.	Utility Pole
— C.W.S.	Elevation of Cellar Window Sill
—	Proposed Sanitary Sewer
—	Proposed Sanitary Manhole

TOWN OF HAMBURG
ERIE COUNTY, NEW YORK
MASTER SANITARY SEWER DISTRICT
N.Y.S. D.P.W. BUREAU OF MUNICIPAL PUBLIC WORKS SERIAL NO. 3793

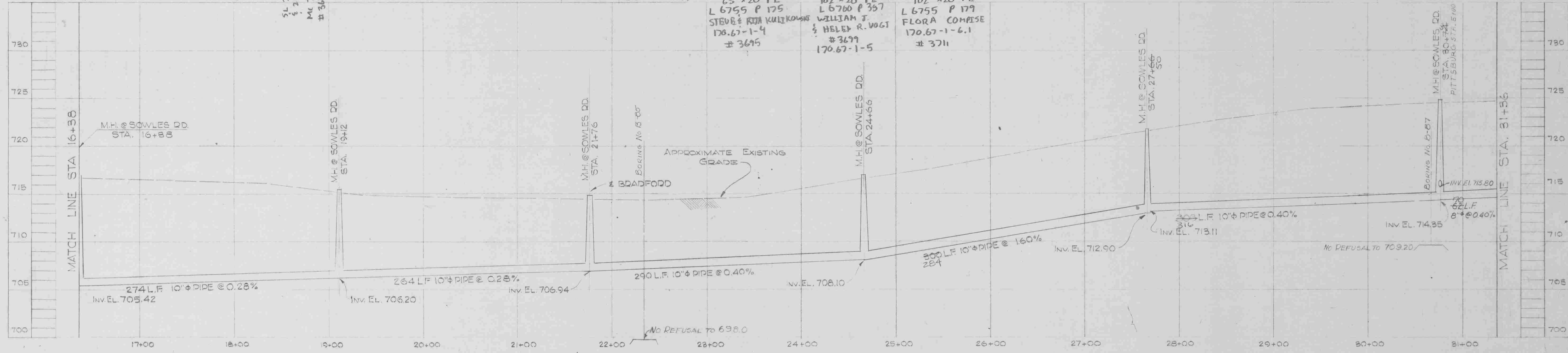
PLAN & PROFILE OF PROPOSED SAN. SEWER
SOUTH SIDE OF SOWLES ROAD
FROM STA. 16+38 TO STA. 31+36

HERTHE & SONNENBERGER
NUSSBAUMER, CLARKE & VELZY
CONSULTING ENGINEERS
BUFFALO, N. Y. NEW YORK, N. Y.

DRAWN BY J.M.B.	REV.	SHEET NO.
DATE JULY 1961	JOB NO. NC 17484	96
SCALE AS SHOWN	DWG. NO. C 6183-95	OF 7 SHEETS



PLAN OF PROPOSED SANITARY SEWER
SOUTH SIDE OF SOWLES ROAD
FROM STA. 16+38 TO STA. 31+36
SCALE: 1"=50'



PROFILE (South Side)
SCALE: HORZ. 1"=50'
VERT. 1"=5'

DISTRICT NO. 3 (SCANNED 2010)
TOWN HAMBURG
CONTRACT NAME/NO. SOWLES RD./96
TYPE EXT.
STATUS PROP.
ENGINEER HES/NO&V.
DATE 7/61
SHEET 2 OF 4
ROLL 300 FRAME 410

Handwritten signature

LEGEND	
—	Property Line or Street Right of Way
— 6" L.P.	Low Pressure Gas Main
— 8" H.P.	High Pressure Gas Main
— G.V.	Gas Valve
— W.M.	Water Main
— H.	Hydrant
— W.V.	Water Valve
— U.P.	Utility Pole
— C.W.S.	Elevation of Cellar Window Sill.
—	Proposed Sanitary Sewer
—	Proposed Sanitary Manhole

TOWN OF HAMBURG
ERIE COUNTY, NEW YORK
MASTER SANITARY SEWER DISTRICT
N.Y.S. D.P.W. BUREAU OF MUNICIPAL PUBLIC WORKS SERIAL NO. 3793

PLAN & PROFILE OF PROPOSED SAN. SEWER
SOUTH SIDE OF SOWLES ROAD
FROM STA. 16+38 TO STA. 31+36

HERTHE & SONNENBERGER
NUSSBAUMER, CLARKE & VELZY
CONSULTING ENGINEERS
BUFFALO, N. Y. NEW YORK, N. Y.

DRAWN BY J.M.B.	REV.	SHEET NO.
DATE JULY 1961	JOB NO. NC 17484	96
SCALE AS SHOWN	DWG. NO. C 6183-95	OF 4 SHEETS