



COUNTY OF ERIE
DIVISION OF PURCHASE
INVITATION TO BID

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

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

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

BID NUMBER: #260135-002

OPENING DATE: Wednesday, August 26th, 2026 TIME: 10:00 AM

FOR: ECSD No. 3 Rogers Road Pumping Station Bypass Assembly Installation and Pumping Replacements

NAME OF BIDDER: _____

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

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

<u>X</u>	EXHIBIT "A" - Assignment of Public Contracts
<u>X</u>	EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
<u>X</u>	EXHIBIT "C" - Construction/Reconstruction Contracts
<u>X</u>	EXHIBIT "D" - Bid Bond (Formal Bid)
<u>N/A</u>	EXHIBIT "E" - Bid Bond (Informal Bid)
<u>X</u>	EXHIBIT "EP" - Equal Pay Certification
<u>X</u>	EXHIBIT "F" - Standard Agreement
<u>X</u>	EXHIBIT "G" - Non-Collusive Bidding Certification
<u>X</u>	EXHIBIT "H" - MBE/ WBE Commitment
<u>X</u>	EXHIBIT "IC" - Insurance CLASSIFICATION "A"
<u>X</u>	EXHIBIT "J" - NYS Certified Apprenticeship Training Program Certification
<u>X</u>	EXHIBIT "K" - Executive Order #18 Commitment
<u>X</u>	EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
<u>X</u>	EXHIBIT "PW" - NYS Prevailing Wage
<u>X</u>	EXHIBIT "Q" - Confined Space Program Certification
<u>X</u>	EXHIBIT "V" - Vendor Federal Compliance Certification
<u>X</u>	CONTRACT SPECIFICATIONS

(Rev. 1/00)

County of Erie

DIVISION OF PURCHASE

BID SPECIFICATIONS

BID NO. 260135-002

Ship to:
Attention:

Ship Via:
Date Required at Destination:

ITEM NO.	QTY	UNIT	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
1	1	LS	Install buried 12-in wet tap and bypass assembly and Mobilization		
2	1	LS	Replace two (2) wrapped heat exchangers with spool pieces		
3	1	LS	Move and rotate isolation valves on three (3) pumps		
4	1	LS	Demolition and Installation for 1 st Pump System		
5	1	LS	Demolition and Installation for 2 nd Pump System		
6	1	LS	Demolition and Installation for 3 rd Pump System and Demobilization		
7	1	LS	General Contingency Allowance	\$5,000	\$5,000
				TOTAL BID PRICE	
			<u>Bidders shall print, complete & submit the following:</u>		
			Division of Purchase Invitation to Bid (44 pages including Exhibits),		
			Bid Form Exhibit BF-2 and BF-3 (2 pages)		
			Acknowledgement of Wage Rates (Section 00 73 43–1 page) & 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)		
			Pre-Bid Meeting is scheduled for Thurs, 8/13/26 at 9 am at 4900 Rogers Rd, Hamburg 14075. Site visits are available by request by contacting Erie County Division of Sewerage Management; joseph.klubek@erie.gov or Shawn.Odell@erie.gov		

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)

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

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

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

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

County of Erie

DIVISION OF PURCHASE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29. TERMINATION OF CONTRACT:

a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

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

County of Erie
DIVISION OF PURCHASE

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

FIRM NAME _____

ADDRESS OF PRINCIPAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

Check one: CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

INCORPORATED UNDER THE LAWS OF THE STATE OF _____

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

YES _____ NO _____

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE STREET _____

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____



County of Erie

MARK C. POLONCARZ
COUNTY EXECUTIVE

DIVISION OF PURCHASE

ASSIGNMENT OF PUBLIC CONTRACTS

GENERAL MUNICIPAL LAW - Section 109:

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

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

(Rev. 12/01/93)



COUNTY OF ERIE

DIVISION OF PURCHASE

PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

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

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

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

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

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

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

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059
 ERIE COUNTY MEDICAL CENTER, 462 GRIDER STREET, BUFFALO, NY 14215
 ERIE COMMUNITY COLLEGE, South Campus Business Office, 4041 Southwestern Blvd., Orchard Park, NY 14127-2199
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075
 IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102
 MONROE ONE BOCES, Educational Services, 41 O'Connor Rd., Fairport, NY 14450
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111
 ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141
 SUNY ERIE COMMUNITY COLLEGE, 6205 Main St., Williamsville, NY 14221
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569
 REV. 11/2021



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

NOTE: THIS CONTRACT HAS A PRE-DETERMINED WAIVER FOR \$379,500.00 OF THE TOTAL BID COST. THE PART A FORM SUBMITTAL BELOW SHOULD SHOW A CONTRACT TOTAL OF \$379,500.00 LESS THAN THE BID AMOUNT. THE RESULTING PERCENTAGE PARTICIPATION AND GOALS ARE BASED ON THAT REDUCED AMOUNT.

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 in addition to the reduction in bid amount by \$379,500.00.

- 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.



County of Erie Standard Insurance Certificate

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER	CANCELLATION
County of Erie 95 Franklin St Buffalo NY, 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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

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

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

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

DBL (Disability Benefits Law) Forms	
CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

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

NEW YORK STATE CERTIFIED APPRENTICESHIP
TRAINING PROGRAM CERTIFICATION

Pursuant to Erie County Local Law 2-2006 the following MUST be submitted along with supporting documentation unless the Contracting Agency has otherwise determined under Section 2f of the Erie County Rules and Regulations that the New York State Certified Apprenticeship Training Program does not apply.

TO BE FILLED OUT BY BIDDER: please check that which applies and sign below.

- [] Enclosed is a copy of the certification of approval of the New York State Certified Apprenticeship Training Program (NYSCATP) by the New York State Department of Labor which, as Bidder, will use in connection with the construction contract. Also enclosed is a written plan demonstrating how apprentices will be utilized by the Bidder as Prime Contractor or by the Subcontractor(s) to the Bidder as Prime Contractor. Such plan shall include at a minimum:
- i. An organized written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
 - ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
 - iii. Equal employment and affirmative action plans; and
 - iv. Demonstration that a minimum of ten percent (10%) of the Workforce of the Prime Contractor (inclusive of the workforce utilized by any Subcontractor(s) to the Bidder) shall consist of persons participating in NYSCATP.
- [] Enclosed is a detailed explanatory written statement as to the inapplicability of apprenticeship participation due to: The lack of career opportunities in NYSCATP approved by New York State Department of Labor Commissioner; OR The magnitude of the construction contract which would make use of apprentices impracticable.

SIGNATURE

COMPANY NAME

DATE

**RULES AND REGULATIONS IMPLEMENTING
ERIE COUNTY EXECUTIVE MARK C. POLONCARZ ORDER #18**

PURPOSE

The Erie County Attorney's Office promulgates these Rules and Regulations pursuant to Section 5 of Erie County Executive Mark C. Poloncarz Order #18 dated September 27, 2017 ("EO #18"). These Rules and Regulations are intended to articulate guidelines for implementing the provisions of EO #18 as they relate to those Erie County construction projects.

DEFINITIONS

1. **ERIE COUNTY CONSTRUCTION PROJECT** shall mean construction projects bid by Erie County and located within the geographic boundaries of Erie County which involve an expenditure of \$250,000 or more and which utilize not less than three construction workers to complete the project.
2. **CONSTRUCTION SUBCONTRACT** shall mean any subcontract entered into by a contractor working on an Erie County Construction Project which, by its terms, engages such subcontractor to provide work hours on an Erie County Construction Project.
3. **CONTRACTOR OR SUBCONTRACTOR** shall mean a contractor or subcontractor that directly employs construction workers who provide work hours on an Erie County Construction Project.
4. **CONSTRUCTION WORKER** shall mean a laborer, workman or mechanic who resides in the local labor area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County) and is directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees.

APPLICATION

All Erie County Construction Projects ("Project" or "Projects") as defined above are subject to the provisions of EO #18. The Commissioner or his/her Designee or the Division Head or his/her Designee of the Erie County Department or Division who solicits a bid for an Erie County Construction project ("the Commissioner") must, with the aid of the County Attorney when necessary, determine on a case by case basis the applicability of EO #18 to a given project. In order for a project to be subject to EO #18, the Commissioner must make the following findings:

1. **Location:** The Commissioner must find that work on a project will take place solely within the geographic boundaries of Erie County.

2. **Monetary Threshold:** The Commissioner must find that the cost of a project meets or exceeds \$250,000. In determining whether a project meets the expenditure threshold of \$250,000, the Commissioner shall calculate the total cost of the project based on the successful bidder's final bid submission. A project previously exempt because it did not meet the monetary threshold of \$250,000 may become subject to EO #18 because an amendment, modification, renewal, or extension increases the total cost of the project. In that case, the Commissioner will have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.
3. **Work Force Threshold:** The Commissioner must find that no less than three construction workers will be utilized by contractor and/or subcontractor for the completion of the project. In determining whether a project utilizes at least three construction workers to complete the Project, the Commissioner shall rely on the statement of work force contained within the attestation required by the mandatory request for bid language specifically delineated below. A project previously exempt because it did not meet the work force threshold may become subject to EO #18 because of an increase in work force during the course of work on the project. In that case, the Commissioner shall have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.

REQUEST FOR BID LANGUAGE

The Commissioner shall include the following language in all construction project Requests for Bids.

ERIE COUNTY EXECUTIVE ORDER #18: The project contemplated by this Request for Bids may be subject to Erie County Executive Order #18 which is attached hereto along with its Rules and Regulations for reference as Exhibit _____. The Erie County Department or Division letting the contract will advise the successful bidder if it must comply with Executive Order #18 at the time of award. All bids must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto as Exhibit _____. Any bids received which do not include such attestation or include an incomplete attestation will be deemed non-compliant and will not be considered for award.

CONTRACT LANGUAGE

The Commissioner shall include the following language in all award contracts for construction projects determined to be subject to EO #18.

ERIE COUNTY EXECUTIVE ORDER #18: The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the project contemplated herein is subject to the provisions of Erie County Executive Order #18 which is attached hereto for reference as Exhibit _____. Prior to the final execution of this Agreement, Contractor shall furnish to the County a fully executed and verified Local and

Disadvantaged Worker Compliance Certification. A fillable Certification is attached hereto as Exhibit _____. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

WAIVER PROCESS

When a Commissioner determines that a project is subject to the provisions of EO #18, he/she shall notify the successful bidder of such determination at the time of award. The successful bidder shall then have the opportunity to submit a partial waiver request to the Erie County Division of Equal Employment Opportunity for consideration. Waiver requests shall be made in writing and directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director". In order to prevent undue project delays, any such request shall be made as soon as the successful bidder is aware that it cannot meet the full requirements of EO #18. Should a partial waiver be requested such request shall state which EO #18 requirement(s) cannot be met and shall further indicate how the successful bidder intends to partially comply. All waiver requests shall contain a narrative of the efforts employed by the successful bidder in attempting to comply with EO #18 by recruiting construction workers to work on the subject project and the reasons why such efforts were only partially successful. At a minimum, these efforts must include and the narrative must state the following:

- 1) Where a successful bidder has, through collective bargaining agreements or other legally binding agreements, any exclusive hiring arrangements with local unions such successful bidder must attempt to meet the mandates of EO #18 by following the hiring process outlined in their respective exclusivity agreements. The narrative provided in connection with any waiver request will describe the process followed and the results of those efforts. Where a successful bidder has no exclusive hiring agreements in place or where a successful bidder is unable to comply with EO #18 after following their exclusive hire process, such successful bidder must proceed to follow steps 2 through 4 below.
- 2) Posting the job opening(s) for construction worker(s) on or with each of the following:
 - A) The New York State Department of Labor Database used by the Buffalo and Erie County Workforce System (www.jobzone.ny.gov)

- B) The People United for Sustainable Housing located at 271 Grant Street, Buffalo, NY 14213
 - C) At least one private staffing firm to aid Contractor in locating qualified candidates
 - D) Any other staffing organization or web site if so directed by the Erie County Commissioner of Public Works
- 3) All job opening(s) posted pursuant to Section one above must be posted for a period of at least ten (10) consecutive calendar days. Proof of publication must be included in all waiver requests.
 - 4) The narrative provided with a waiver request shall state the number of candidates found via the job postings that would aid Contractor in meeting the requirements of EO #18, the number of those candidates that were subsequently interviewed for the opening(s), and if such candidates were not hired, the narrative shall include the reason(s) why the candidates were found to be unsuitable for the position(s).
 - 5) A copy of the waiver request shall be sent to the Project Manager/Point of Contact in the Erie County Department of Public Works located at 95 Franklin Street, 14th Floor, Buffalo, NY 14202

If the Erie County Division of Equal Employment Opportunity determines that a successful bidder has demonstrated a good faith effort to comply in whole with the provisions of EO #18, and yet for reasons delineated in its request still cannot do so, a partial waiver shall be granted to the successful bidder.

SPECIALIZED WORK EXEMPTION

Certain Erie County Construction Projects require the use of workers who possess specialized skills, training, or formal certification/licensing in order to complete the contemplated work. When a Commissioner or Director of an Erie County Department or Division believes that there are an insufficient number of construction workers that meet EO#18 requirements and possess the unique qualifications necessary to complete such specialized work, he/she may request a specialized work exemption from the Erie County Division of Equal Employment Opportunity. Where granted, a specialized work exemption removes the mandates of EO #18 in whole or in part for a given project.

A request for a specialized work exemption shall be made in writing by the commissioner or director bidding the subject project. The request shall be directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director" and must include a narrative describing what the specialized work involves, what portion of the project such specialized work is needed for, the particular skills, training, or formal certification/licensing needed to perform the work, and the steps taken to determine if workers meeting EO #18 requirements have the necessary expertise. Upon receipt of a specialized work exemption request, the Equal Employment Opportunity Director shall form an ad hoc committee,

and select its members, in order to review the request and either grant or deny the specialized work exemption.

The specialized work exemption committee shall consist of four members to include the commissioner or director of the department or division bidding the project, the involved project manager, and one respective representative from the Erie County Department of Law and the Erie County Division of Equal Employment Opportunity. The committee shall convene as soon as practicable to consider the specialized work exemption request. In making a determination, the committee shall consider all information presented to it and shall solicit further information from any source available in order to aid in its deliberations. A determination as to whether or not to grant the specialized work exemption shall be made within a reasonable time so as not to frustrate the bidding process for the contemplated project. The committee's determination shall be memorialized in writing and shall include its specific findings and the information upon which such findings were made.

Where the committee finds that a specialized work exemption is warranted, a notice to bidders shall be included in the project bid specifications which shall clearly indicate what portion of the project is exempt from the provisions of EO #18 and shall further indicate that the remaining work, if any, may still be subject to EO #18. Where there is work remaining outside of the granted exemption, the attestation of work force must be completed to include that portion of work which falls outside of the exemption.

COMPLIANCE

The Director of the Erie County Division of Equal Employment Opportunity shall ensure that all contractors and subcontractors working on a Project as defined herein are in compliance with EO #18 or are in compliance with the provisions of any duly granted partial waiver or have been granted a full waiver.

PENALTY FOR NONCOMPLIANCE

Any failure to adhere to Erie County Executive Order #18 or the Rules and Regulations contained herein shall cause Contractor to be deemed noncompliant. Such noncompliance shall constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.



EXECUTIVE ORDER #018 FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION PROJECTS

WHEREAS, Erie County annually appropriates over \$25,000,000 in tax dollars for expenditures related to public works construction projects;

WHEREAS, Erie County awards contracts to private firms to provide the construction services associated with budgeted projects;

WHEREAS, while unemployment in Erie County as a whole is comparable to other metropolitan regions in the United States, the unemployment rate within certain zip codes located in Erie County is as high as 21.7% and the poverty rate as high as 44.7%;

WHEREAS, there are 182,200 working age individuals in the region who are either unemployed or underemployed and seeking work;

WHEREAS, low-income or otherwise disadvantaged individuals residing in Erie County experience higher rates of unemployment compared to other individuals;

WHEREAS, the purpose of this order is to foster construction employment opportunities for qualified local residents, underemployed individuals or otherwise disadvantaged workers on those construction projects located within the geographic boundaries of Erie County which are bid by the County of Erie ("Erie County construction project(s)").

NOW, THEREFORE, I, MARK C. POLONCARZ, Erie County Executive, by virtue of the authority vested in me by Erie County's Charter Sections 301 and 302, do hereby order as follows:

1. It is ordered that on and after April 30, 2018, all bids for Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and on and after October 1, 2017, all other bids for Erie County construction projects wherever so initiated, and all associated contracts involving an expenditure of \$250,000 or greater which utilize not less than three workers to complete the project shall require that:
 - a) Entirely 100% of work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the Local Labor Area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County).

- b) At least 70% of total work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the County of Erie.
 - c) For the remainder of the calendar year subsequent to the effective date of this Order as specified above in Section 1, and for the entirety of the calendar year that follows, at least 20% of total work hours performed by residents of New York State, which percentage may be wholly or partly included within the hourly requirement contained in sub-section (b) above, used on an Erie County construction project will be worked by residents of Erie County who reside in zip codes with a poverty rate of 20% or higher, and/or, in any ratio, disadvantaged workers who reside in Erie County. A disadvantaged worker is a resident who has a household income below 50% of the Area Median Income ("AMI"); or has been released from prison within the last 10 years; or participates in the Temporary Assistance for Needy Families program; or participates in the Supplemental Nutrition Assistance Program; or has been unemployed for at least 12 consecutive months.
 - d) On the first day of the second full calendar year from such effective date and continuing thereafter, the applicable percentage of total work hours performed referenced in this subsection above will move upward from 20% to 30%. The applicable zip codes as referenced above will be determined annually by the Erie County Division of Equal Employment Opportunity and will be provided to potential contractors in all request for bids documents; and
- 2. It is further ordered that work hours performed by individuals residing outside of New York State will not be included in the requirements set forth above; and
 - 3. It is further ordered that where an Erie County construction project is funded in whole or in part with Federal Highway Administration monies, those projects are exempt from the requirements specified above to avoid conflict with federal law or regulation; and
 - 4. It is further ordered that failure to adhere to the requirements herein, as further delineated in all formal construction contracts and any rules and regulations promulgated pursuant to Section 5 below, will constitute grounds for immediate termination of the underlying contract and will further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County; and

5. It is further ordered that the Erie County Department of Law must promulgate, and update annually where necessary, separate formal rules and regulations with respect to implementation of the requirements contained herein as applied respectively and distinctly to Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and to Erie County construction projects wherever else so initiated. The Erie County Department of Law must also assure compliance with this Executive Order within the contract approval process; and
6. It is further ordered that the Erie County Division of Equal Employment Opportunity establish a procedure for compliance monitoring and periodic auditing of construction contractor hiring rates.

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this twenty seventh day of September, in the year two thousand seventeen.



County of Erie

By:

Mark C. Poloncarz
Erie County Executive

**ERIE COUNTY EXECUTIVE ORDER #18
ATTESTATION AND STATEMENT OF WORKFORCE**

We hereby attest that we have read and understand Erie County Executive Order #18 ("EO #18"). We acknowledge that the project we are bidding on may be subject to the provisions thereof. We further attest that, should we be identified as the successful bidder and should the appropriate individual or entity determine that this project is subject to EO #18, we will be in compliance with such Order, or we will have been granted a partial waiver by the Erie County Office of Equal Employment Opportunity.

We further acknowledge that in order for Erie County to determine if the project we are bidding on is subject to EO #18, they need to analyze the workforce that we intend to use on such project. For purposes of this attestation we understand that construction worker shall mean a laborer, workman, or mechanic who is directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees.

We therefore now do attest that it is our current intention to use the following number of construction workers, which number includes any subcontracted construction workers, on this project should it be awarded to us:

Place an 'x' in only one box:

- ☐ Three (3) or more construction workers
- ☐ Less than three (3) construction workers

Signature

Verification

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

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

B)
_____, being duly sworn, states that he or she is the (Name of Corporate Officer) _____, of (Name of Corporation or Enterprise) _____, that he or she has read the Attestation and Statement of Workforce and that such representations made are true to his or her knowledge, and are made at the direction of the Board of Directors of the Corporation.

Sworn to before me this _____
Day of _____. 20 _____

Notary Public



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# 2026019051.

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

CONFINED SPACE PROGRAM CERTIFICATION

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

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

OSHA 10 COMPLIANCE CERTIFICATION

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

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

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

By: _____
Contractor's Signature Business Name

Name: _____ Date: _____
Typed or Printed Name

Title: _____

00 41 13, Bid Form

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Section 00 73 43

Wage Rate Requirements

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

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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 under **PRC#2026019051**. Contractor is responsible for all modifications to the prevailing wage rates that may occur during the course of the Contract.
- 1.03. There shall be paid each laborer or mechanic of Contractor or Subcontractor engaged in the Work on the Project under this Contract in trade or occupation listed below, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such laborers and mechanics.
- 1.04. Any laborer or mechanic employed to perform work on the Project under this Contract, which work is not covered by any of the classifications, of the various State and Federal agencies, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to work to be performed by them and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event any dispute on that question cannot be adjusted, the information, together with the recommendations of Engineer or its other authorized representatives, shall be referred for determination to Owner's governing body or other duly designated official whose decision on the question shall be conclusive on the parties to the Contract with the same effect as if the Work performed by such laborer or mechanic had been classified and the minimum rate specified herein.
- 1.05. The foregoing specified wage rates are minimum rates only. Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rates contained in this Contract. All disputes in regard to the payment of wages in excess of those specified in this Contract shall be adjusted and resolved by Contractor.
- 1.06. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by Owner's governing body or other duly designated officials, or the New York State Department of Labor.

ARTICLE 2—POSTING MINIMUM WAGE RATES

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

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

ARTICLE 3—PAYROLL RECORDS

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

ARTICLE 4—APPRENTICES

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

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

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

ARTICLE 6—PAYMENT OF EMPLOYEES

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

ARTICLE 7— NYSDOL CONTRACTOR REGISTRATION

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

ARTICLE 8—WAGE RATE FORMS

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

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

Acknowledgement of Wage Schedule Receipt

(SUBMIT WITH BID)

By signing this form, the Bidder acknowledges the following:

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

Project Name: _____

Contract: _____

Company
Name: _____

Company
Address: _____

Signature: _____

Written
Name: _____

Certificate of Contractor Registration & Acknowledgement of NYSDOL Contractor Registration

(SUBMIT WITH BID)

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

By signing this form, the Bidder has either:

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

Project Name: _____

Contract: _____

Company
Name: _____

Company
Address: _____

Signature: _____

Written
Name: _____

SECTION 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)

**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) ☐ <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation		
b) ☐ <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized		
c) ☐ <u>Limited Liability Partnership</u>	Date of Registration		
d) ☐ <u>Limited Partnership</u>	Date Established		
e) ☐ <u>General Partnership</u>	Date Established	County (if formed in NYS)	
f) ☐ <u>Sole Proprietor</u>	How many years in business?		
g) ☐ Other	Date Established		
If Other, explain:			
1.1 Was the <u>Business Entity</u> formed in New York State?			☐ Yes ☐ No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:			
☐ United States	State		
☐ 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?			☐ Yes ☐ 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> ?			☐ Yes ☐ No
Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership			☐ 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> .			☐ Yes ☐ No
1.5 If the <u>Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?			☐ Yes ☐ No
(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)			☐ 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> ?			☐ Yes ☐ No
If "Yes," check all that apply: ☐ New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) ☐ New York State certified <u>Women-Owned Business Enterprise</u> (WBE) ☐ <u>New York State Small Business</u> ☐ 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. (Attach additional pages if necessary.) <u>Joint Ventures</u> : Provide information for all firms involved.			
Name (For each person, include middle initial)	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former
			☐ Current ☐ Former

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

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity 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? *(Attach additional pages if necessary.)*

☐ Yes ☐ 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 Business Entity has in common with this firm?

☐ Yes ☐ No

Individual's Name *(Include middle initial)*

Position/Title with Firm/Company

2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above? *(Attach additional pages if necessary.)*

☐ Yes ☐ 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 *(enter N/A, if not applicable)*:

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?

☐ Yes ☐ No

Individual's Name *(Include middle initial)*

Position/Title with Firm/Company

2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past three (3) years? *(Attach additional pages if necessary.)*

☐ Yes ☐ 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?	☐ Yes ☐ 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?	☐ 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, 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?	☐ Yes ☐ 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	☐ Yes ☐ No
(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> ?	☐ Yes ☐ No

7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	☐ Yes ☐ No
---	--

7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
--	--

7.4 Had a New York State Labor Law violation deemed willful?	☐ Yes ☐ 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?	☐ Yes ☐ No
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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: • <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?	☐ 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, 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?	☐ Yes ☐ No ☐ N/A
8.1 <u>Suspended</u>, <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u>?	☐ Yes ☐ No ☐ 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?	☐ Yes ☐ No ☐ N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: (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	☐ Yes ☐ No ☐ 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 Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☐ No

If "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 below or attach additional sheets with numbered responses.

9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over \$25,000? ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, 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.

9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over \$25,000 filed against the Business Entity 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.) ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s) and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

9.3 In the last seven (7) years, has the Business Entity or any affiliate initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending? ☐ Yes ☐ No

If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, 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.

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project

b. Aggregate (All Projects)

9.5 List Business Entity's 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 Business Entity's 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 Business Entity's most recent annual financial statement 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).

☐ Yes ☐ No

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.

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

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	

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
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**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 at Roger Road Pumping Station. 4900 Rogers Road in the Town of Hamburg. Work shall be performed on property owned by the County of Erie or within public highway rights-of-way and/or easements obtained by the County of Erie.
- C. Related Sections:
 - 1. Section 01 12 16 – Work Sequence
 - 2. Section 01 14 17 – Coordination with Owner's Operations
 - 3. Section 01 41 05 – Regulatory Requirements
 - 4. Section 01 61 00 – Common Product Requirements
 - 5. Section 01 71 34 – Protection of the Work and Property

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 specifications, 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.
- C. Contractor shall ask for clarification where details are not provided for any portion of the Work and for which the design intent cannot be ascertained.

1.3 SCOPE OF WORK

A. General Requirements

1. Work not identified in the detailed scope of work or bid item description, but nevertheless required, shall be performed as specified, shown or intended.
2. Refer to Section 01 12 16 Work Sequence for limitations on the scheduling of the Work.
3. Refer to Section 01 14 17 Coordination with Owner's Operations for limitations while performing the Work at the site.
4. Refer to Sections 01 41 05 Regulatory Requirements, 01 61 00 Common Product Requirements, 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. Installation of one (1) buried bypass riser assembly, including equipment, installation, and wet tap. See Section 33 05 10 Piping Systems.
2. Replace two (2) jacket heat exchangers with two (2) spool pieces, same material and length as existing.
3. Remove, rotate, and reinstall three (3) isolation gates valves directly under the header reducing tee fitting, installing the associated spool piece beneath.
4. Remove and temporarily reinstall three (3) spool pieces (to be located under the gate valve). Replace each spool piece with an appropriately sized piece, the same material as existing, as necessary, based on the new pump assembly height.
5. Supply and install (3) 10-inch, 100 HP dry pit submersible pumps, one at a time, to replace existing 4,940 gpm, 100 HP line shaft pumps. See Section 43 25 10 Dry Pit Submersible Pumps.
6. Salvage rotating assemblies for Owner. Check with Owner before demolition for other materials to be salvaged. Remove and dispose of components not salvaged or no longer needed.
7. Modify and repair concrete bases for pumps and elbows or demolish and dispose of existing concrete bases and install new, according to the elevation and pump manufacturer's requirements.

8. Modify vertical spool piece or provide filler flange, gaskets or adapter as necessary to achieve final height.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 GENERAL

- A. Contractor shall furnish all labor, equipment and materials and shall perform all of the Work as shown in the Contract Documents, tested in place and ready for use, in accordance with the obvious and expressed intent of the Contract to secure a complete installation.
- B. The quality of workmanship and materials of the Work shall conform to the pertinent sections, clauses, paragraphs and sentences provided in the Contract Documents, whether or not direct reference to such occurs in this Summary of Work.

END OF SECTION

SECTION 01 12 16 WORK SEQUENCE

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes limitations to construction sequence and proposed construction sequence due to the impact that the Work has on Owner's Operations.
- B. Contractor retains all responsibility related to sequencing. However, due to the nature of Owner's operations, limitations and modifications exist and construction sequence shall be always coordinated.
- C. Related Sections:
 - 1. Section 01 11 13 – Work Covered by Contract Documents
 - 2. Section 01 14 17 – Coordination with Owner's Operations
- D. Refer to Section 01 11 13 Work Covered by Contract Documents for the general listing of Work included in that could be impacted by limitations to the work sequence.

1.2 LIMITATIONS

- A. The location of the Work contains facilities essential to maintaining public health. Limitations may be placed on sequencing due to operational requirements of the facilities. Equipment limitations may also exist regarding installation or connection to Owner's existing facilities. Specific requirements are detailed in Section 01 14 17 Coordination with Owner's Operations. The impact of these facilities and components on the sequence of work are as follows:
 - 1. Bypass riser must be installed before any other work can be performed.
 - 2. Neither removing and reinstalling the vertical gate valves (and associated spool pieces) nor replacing the heat exchanger jacket pipes with spool pieces can be done until Owner has successfully set up bypass pumping using the new bypass riser.
 - 3. Removing and reinstalling the vertical gate valves (and associated spool pieces) for all three pumping systems and replacing both heat exchanger jacket pipes with spool pieces must be coordinated with Owner to occur during low system flows. The piping must be resealed at the end of each workday in the event it must be used.
 - 4. Pump replacement cannot be completed until valve and spool piece swaps are

completed.

5. Pumps can only be replaced one at a time with at least 2 working days between completed installation of one pump and disassembly of another. After one pumping system is completely installed, Owner must complete electric and instrumentation connections before the pump can be tested. After a successful pump test, the pump must operate for 24 hours before the next pump can be isolated.

1.3 PROPOSED CONSTRUCTION SEQUENCE

- A. The following construction sequence is proposed based on the known limitations related to the Work included in this project.:
 1. Bypass riser is installed for permanent bypassing.
 2. Owner performs station bypass pumping operation.
 3. Contractor replaces two (2) jacket heater exchangers with spool pieces and tests the discharge piping.
 4. Contractor moves three (3) discharge isolation valves (rotating the valves as coordinated with Owner) and spool pieces then tests the discharge piping,
 5. Bypass pumping is removed by Owner.
 6. Isolation valve is used to replace one (1) pump system at a time. Each pumping system is connected to power and instrumentation, started up, and tested before any other pump is isolated.

1.4 MODIFICATIONS

- A. Owner reserves the right to require modifications to sequence as the Work progresses. Due to the variable nature of Owner's operations, not all impacts of the Work, limitations to the Work, or conditions of operation of the facilities can be known or anticipated prior to the start of the Work.
- B. Any required modifications to construction sequence shall consider the impact on Progress Schedule and Contract Price.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

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
 - 2. Section 01 12 16 – Work Sequence
 - 3. Section 01 73 24 – Connections to Existing Facilities
- C. Refer to Section 01 11 13 Work Covered by Contract Documents for the general listing of the Work to be coordinated.

1.2 GENERAL

- A. Essential operations are operations performed by Owner that must be maintained throughout the entire period of construction or take priority over the Work in the Contract Documents. Limited interruption can be allowed for these operations.
- 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 are required prior to work.
 - 2. Owner's representative must be present for all work performed during any interruptions to services.

1.3 OPERATIONS

- A. Collection of sewage into a wet well occurs at this site. Collected sewage is then pumped into the collection system to treatment facilities. The amount of sewage collected and pumped varies depending on system conditions such as wet weather and snow melt.
- B. If too much sewage is collected, it can back up into the system and endanger public health. The need for equipment and facilities will fluctuate based on the process loading.
- C. Because Operations at this pumping station are critical to maintaining public

health, Contractors cannot interfere or interrupt operations at this station unless coordinated with Owner. Contractor shall recognize the following requirements:

1. Pumping must always be available and occur as needed. When the station pumps are not available, pumps that bypass the station must be used.
2. During installation of valves and piping during bypass, the piping must be connected and sealed at the end of every workday.

1.4 SEPARATION

- A. Contractor must provide physical separation between the Work and Owner's existing operations to the greatest extent possible.
- B. Where separation is not possible, Contractor shall provide provisions for Owner's operations to continue as though there was a separation, unless otherwise specified.

1.5 NOTIFICATIONS

- A. Contractor must notify Owner's representative 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 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 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.

1.2 GENERAL

- A. Payment of individual bid items can only be in the amounts and increments shown on the bid form. Partial payment of any line item is not permitted.
- B. Payment for each line item can only be made after the work on that line item is complete.
- C. Payment invoices or vouchers, with bid form attached, must be submitted via email to DSMAccounting@erie.gov, Alison.Coughlin@erie.gov, and Mary.Plesh@erie.gov or by mail to:

Erie County DSM Accounting
95 Franklin St, Room 1034
Buffalo, NY 14202
Attn: Accounts Payable

1.3 PREVAILING RATE SCHEDULE

- A. All workers must be paid, at a minimum, the rate listed in the Prevailing Rate Schedule specific to this project. 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 performing.
- B. The wages and supplements contained in the annual determination become effective July 1st whether the new determination has been received by Contractor. 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. Contractor is responsible for any underpayments of prevailing wages or supplements by their Subcontractor.

- C. The Public Work Project notice must be posted at the beginning of the performance of the Work on each Site.

1.4 PAYROLLS

- A. Payrolls certifying compliance with the Prevailing Rate Schedule shall be submitted through LCP Tracker prior to payment application. Subcontractors are required to submit certified payrolls. Negative reports for times must be submitted when no actual work is being performed until completion. Contact Alison Coughlin (Alison.Coughlin@erie.gov) to obtain a sign-in if your company does not have one.
- B. Insurance certificates must be current for payment to be authorized. Any updated insurance certificates shall be submitted to ensure payment. Payroll records must be kept for three years from the Project's date of completion.

1.5 PROCEDURE

- A. Contractor uploads payrolls to LCP Tracker before applying for payment.
- B. Contractor provides sign-in sheets for every day worked on-site.
- C. Contractor submits invoice for payment based on bid form.

1.6 FINAL PAYMENT

- A. Final payment shall not be made until all manuals, training and other requirements of the Contract are satisfied.
- B. LCP Tracker input must be complete with all daily sign-ins turned into Owner.

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 and Contractor prior to start of the Work.
- B. Related Sections:
 - 1. Section 01 14 17 – Coordination with Owner’s Operations
 - 2. Section 01 51 05 – Temporary Utilities
 - 3. Section 01 55 10 – Vehicular Access and Parking
 - 4. Section 01 57 20 – Temporary Bypass Pumping
 - 5. Section 01 65 00 – Product Delivery Requirements
 - 6. Section 01 74 10 – Cleaning and Waste Management

1.2 MEETING AGENDA

- A. 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
 - e. Payment Procedures - Refer to Section 01 29 76 Progress Payment Procedures
- B. Construction Requirements
 - a. Work Hours
 - b. Parking and Staging – Refer to Section 01 55 10 Vehicular Access and Parking
 - c. Product Delivery and Storage – Refer to Section 01 65 00 Product Delivery Requirements and Section 01 66 00 Product Storage and Handling Requirements
 - d. Site Cleanliness – Refer to Section 01 74 10 Cleaning and Waste Management
 - e. Temporary Facilities and Controls – Refer to Sections 01 51 05 Temporary Utilities and, 01 57 20 Temporary Bypass Pumping.
- C. Coordination
 - a. Coordination with Owner’s Operations - Refer to Section 01 14 17 Coordination with Owner’s Operations

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 78 23 – Operations and Maintenance Data

1.2 SUBMITTALS – GENERAL

- A. Submittals shall be submitted via e-mail in electronic PDF format. Submittals shall be made to the listed contacts for the Project.
- B. Schedule the Submittals to expedite the Project. Coordinate submission of related items.

1.3 MANUFACTURER WARRANTY

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

1.4 SUBMITTAL TECHNICAL CONTENT

- A. Submittals shall include:
 - 1. Equipment literature and options to match technical specifications.
 - 2. Spare parts list.

- B. 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.

1.5 POST-CONSTRUCTION SUBMITTALS

- A. 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 25 MB shall be submitted on transferrable media and not transmitted through e-mail.
 2. Hard copies shall be submitted to Owner.
- B. Operation and Maintenance (O&M) Manuals and any other post-construction Submittals required by the Contract Documents shall be submitted upon completion of the Work.
1. Refer to Section 01 78 23 Operations and Maintenance Data for information on O&M Manuals requirements.
 2. The spare parts listing and information outlined in 1.4-BF shall be included in the O&M Manuals Submittal.

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 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.

1.3 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.

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 HEALTH AND SAFETY – GENERAL

- A. OSHA administers and enforces regulations and requirements related to construction health and safety, generally included in 29 CFR 1926. Contractor must refer to the most recent regulations when creating a Contractor's Health and Safety Plan.
- B. Owner may identify areas of the Site or components of the Work that are of particular concern. Contractor shall evaluate all areas and components involved in the Work and independently determine what precautions are necessary for workers under their control.
- C. Owner's operations generally deal with industrial, municipal and residential wastewater. Wastewater is known to contain viruses, compounds, and chemicals. Contact with wastewater should be considered when creating the Contractor's Health and Safety Plan.
- D. First aid facilities must be provided at the Site for workers that are injured in connection with the Work, in accordance with Section 01 52 16 First Aid Facilities.

1.3 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. Contractor's Health and Safety Plan must be submitted before any work can take place on the Site.

1.4 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 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 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 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.

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.

END OF SECTION

SECTION 01 41 05 REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes references to federal, state and local regulations, information on requirements included in regulations and associated permitting.
- B. Related Sections:
 - 1. Section 01 35 26.23 – Confined Space Entry Plan
 - 2. Section 01 35 28 – Contractor's Health and Safety Plan

1.2 ABBREVIATIONS

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

1.3 GENERAL

- A. Codes and regulations referenced in the Contract Documents are not a comprehensive list of all that is applicable to the Work. The codes and regulations listed in the Contract Documents are referenced for the information and convenience of the Contractor. Not all codes or regulations applicable to the Work have been cited or adequately described in the Contract Documents. Contractor is responsible for compliance with all codes and regulations applicable to the Work and relevant to the Contractor's means and methods of performing the Work.

1.4 OSHA REQUIREMENTS

- A. OSHA administers and enforces regulations and requirements related to construction health and safety, generally included in 29 CFR 1926 and 29 CFR 1910. Contractor must comply with the most recent regulations. OSHA Requirements include, without limitation, the following provisions:
 - 1. General provisions including, without limitation, training, reporting of injuries, medical attention, fire prevention, housekeeping, personal protective equipment (PPE), employee records, and emergency action plans.
 - 2. Occupational health and environmental concerns including, without limitation, sanitation, noise exposure, radiation, ventilation, communication, and hazardous chemicals and waste.

3. Personal protective and life saving equipment including, without limitation, criteria for PPE, foot protection, electrical protective equipment, head protection, hearing protection, eye and face protection, respiratory protection, safety belts, safety nets, and working over or near water.
4. Fire protection and prevention including, without limitation, fire protection, fire prevention, flammable liquids, and temporary heating devices.
5. Accident prevention signs and tags.
6. Materials handling, storage, use and disposal.
7. Hand and power tools.
8. Welding and cutting.
9. Electrical including, without limitation, wiring design and protection; wiring methods, components, and equipment; specific purpose equipment and installations; hazardous locations; lockout and tagging of circuits; environmental deterioration of equipment; and batteries and battery charging.
10. Scaffolds and fall protection.
11. Helicopters, hoists, elevators and conveyors.
12. Motor vehicles, mechanized equipment and marine operations.
13. Excavations including, without limitation, specific excavation requirements, requirements for protective systems, soil classification, sloping and benching, shoring for trenches, and selection of protective systems.
14. Concrete and masonry construction including, without limitation, requirements for equipment and tools, cast-in-place concrete, precast concrete, lift slab operations, and masonry construction.
15. Steel erection.
16. Underground construction, caissons, cofferdams, and compressed air.
17. Demolition.
18. Blasting and the use of explosives.
19. Electrical power transmission and distribution including, without limitation, medical services, enclosed spaces, PPE, portable ladders and platforms, power equipment, live-line tools, materials handling and storage, working near

energized parts, de-energizing lines and equipment, grounding protection, testing, overhead lines, underground installations, and substations.

- 20. Rollover protective structures and overhead protection.
- 21. Stairways and ladders.
- 22. Toxic and hazardous substances.
- 23. Standard interpretations.
- B. Contractor must explicitly state how they will comply with OSHA's requirements. Refer to Section 01 35 28 Contractor's Health and Safety Plan.
- C. Contractor must identify confined spaces and comply with rules and regulations related to confined space entry. Refer to Section 01 35 26.23 Confined Space Entry Plan.
- D. Contractor must provide safety data sheets for hazardous chemicals used in the Work. Refer to Section 01 35 43.13 Environmental Procedures for Hazardous Materials.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

END OF SECTION

SECTION 01 41 27 DUST CONTROL

PART 1 GENERAL

1.1 SUMMARY

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

1.2 GENERAL

- A. Contractor shall comply with all applicable plans and permits. Refer to Section 01 41 05 Regulatory Requirements.
- B. Contractor shall comply with all applicable regulations and standards related to silica dust.
- C. Contractor shall implement all necessary provisions to prevent particles from becoming airborne.
 - 1. Contractor shall provide water for spraying down materials that could contain or become airborne particles.
 - 2. Outdoor dust generating work shall be avoided on high wind days.
 - 3. Loose materials, such as soil, shall be covered when not in use.
- D. Contractor shall implement all necessary provisions to prevent dust, soil or particle transfer from the construction site to adjacent areas.
 - 1. Contain demolished materials with covering or netting when necessary to prevent dust generation.
- E. At the end of each work day, the Site shall be cleaned to avoid transfer of materials outside the work area.

1.3 NEW YORK STATE LABOR LAW REQUIREMENT

- A. If, in carrying out this Contract, a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, then the Contractor agrees to install,

maintain and effectively operate such appliances and methods during the life of this Contract; and in case of failure of compliance of Contractor as provided by Section 222a of the Labor Law, its Contract shall be void.

1.4 DUST CONTROL MATERIALS

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 DUST CONTROL

- A. Control dust and prevent it from becoming a nuisance to the surrounding area. Daily cleaning will be required.

END OF SECTION

SECTION 01 51 05
TEMPORARY UTILITIES

PART 1 GENERAL

1.1 SUMMARY

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

1.2 GENERAL

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

1.3 USE OF OWNER UTILITIES

- A. Contractor shall monitor and minimize their use of Owner utilities.
- B. Contractor use of Owner utilities shall not interfere in any way with Owner's operations. Contractor shall not disconnect any Owner equipment or facilities without written permission.
- C. Where possible, Contractor shall use the heating and cooling already present at existing facilities for work that requires a minimum or maximum temperature for proper curing, drying or maintenance.
- D. Ventilation present at existing County facilities shall not be used in such a way that would damage the equipment or facilities or cause improper dispersion of harmful compounds.
- E. Contractor is responsible to determine if the Work in existing facilities requires ventilation in addition to any that may be present or provided by Owner.
- F. Available water in Owner facilities should be used in association with the Work.

1.4 TEMPORARY ELECTRICITY AND LIGHTING

- A. All wiring for electrical power shall be installed and maintained in conformance with the National Electrical Code (NEC), and accepted practices as ordered or approved, and at all points securely fastened in place. Unless otherwise approved, circuits for power and lighting shall be separate.
- B. Continuity of power to and lighting for Owner's facilities must be maintained at all times.

- C. When the Work performed by Contractor interrupts or causes loss of power to Owner's facilities, Contractor shall provide temporary power and lighting to Owner's facilities until power is restored.
- D. Power generators, if used, must meet all current emissions and regulatory standards, be placed in an approved area, and be supplied with all the necessary fuel. Generators may only be operated with the Contractor present.

1.5 TEMPORARY HEATING, COOLING AND VENTILATION

- A. Contractor shall provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of temperatures and humidity.
- B. Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- C. Temporary ventilation shall be provided according to regulatory requirements or manufacturer's recommendations for equipment used during construction and chemical or material application. Where these requirements conflict, the more stringent shall apply.

1.6 TEMPORARY FIRE PROTECTION

- A. Prohibit smoking in work areas.
- B. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to the most recent requirements. Have fire extinguishers on hand for these fire sources.

1.7 TEMPORARY WATER

- A. Contractor shall provide drinking water, sufficient to meet the needs of all workers under their control. Extra water shall be provided during hot weather.
- B. Temporary fixtures, hoses, and controls shall be standard products, meeting applicable UL and ASTM standards.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

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 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

1.2 GENERAL

- A. 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.
- B. 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.

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.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 57 20
TEMPORARY BYPASS PUMPING

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements for Contractor during temporary pumping (performed by Owner) due to interruptions in Owner operations.

1.2 GENERAL

- A. The DSM (Owner) shall provide and operate all temporary pumping and piping system(s) necessary to perform the Work in the Contract Documents.
- B. Contractor shall not request to begin work that requires bypassing operations until ALL work components needed during bypass are received.
- C. Contractor shall only perform operations during any given workday that will result in a sealed system at the end of the day. If required components of work require more than one workday, Contractor shall provide and install temporary connections to allow for use of the existing pumping system to be operated in the event of a system emergency or unexpected sewer conditions requiring their use.
- D. Contractor shall notify Owner of any issues with the bypass system. Contractor shall not perform work if sewage is discharging outside the closed system. Contractor shall not modify or operate the bypass pumping without Owner's permission.

1.3 PUMPING DURATION

- A. Operating time of the pumps should be minimized as much as possible.
- B. Pumping is limited based on system conditions and weather. Work requiring temporary pumping must be coordinated daily and completed as quickly as possible.
- C. **Temporary pumping is intended to be run only while the isolation valves and heat exchanger spool pieces are being installed.** Contractor shall work continuously, for entire normal work hours, all consecutive workdays, until work requiring bypassing is complete.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 61 00
COMMON PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. This section includes requirements for products incorporated into the Work by Contractor.

B. Related Sections:

1. Section 01 33 10 – Submittal Procedures

1.2 GENERAL

A. No materials or supplies for the Work shall be purchased by Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. Contractor warrants that there is good title to all materials and supplies used in the Work.

B. Each unit of equipment shall have the manufacturer's name or trademark on a corrosion-resistant nameplate securely affixed in a conspicuous place. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment. Such other information as the manufacturer may consider necessary to complete identification shall be shown on the nameplate.

C. All materials or equipment delivered to the Site shall be accompanied by certificates, signed by an authorized officer of the manufacturing company, guaranteeing that the materials or equipment conform to specification requirements. Such certificates shall be immediately turned over to Owner. Materials or equipment delivered to the Site without such certificates will be subject to rejection.

D. Products shall be of commercial grade quality unless otherwise specified.

E. Products shall not contain or produce materials that are known as hazardous, noxious, or harmful in nature. If design warrants such a product, hazards shall be fully disclosed when submitting a shop drawing for the product under Section 01 33 10 Submittal Procedures.

F. Equipment, materials, and any related information shall be supplied in English units unless otherwise specified. Any data depicted on a nameplate or anything permanently affixed shall be in English units.

- G. Where specific products are not specified, provide standard products of types and kinds that are suitable for the intended purposes and that are usually and customarily used on similar projects under similar conditions. If standard products cannot be determined or if more than one standard product is available, Contractor shall verify use of any product with Owner.

1.3 SOURCES OF MATERIALS

- A. Upon request, Contractor shall furnish, in writing, the names and addresses of manufacturers or dealers from whom Contractor intends to secure materials.
- B. Any material ordered or delivered at the Site without prior approval is subject to rejection. Awards made by Contractor and proceeding with work under any item without satisfactory review of the materials, manufacturer or vendor are at Contractor's own risk.
- C. All products and materials used in the Work shall be new stock or procured for this Project; refurbished or salvaged materials shall not be permitted.
- D. To the fullest extent possible, provide products of the same kind from a single source. Products required to be supplied in quantity shall be the same product and interchangeable throughout the Work. When options are specified for the selection of any of two or more products, the selected product shall be compatible with products previously selected.

1.4 COMPATIBILITY

- A. All supplied equipment and materials shall be compatible. If specified materials are not compatible, Contractor will notify Owner.
- B. Contract Documents will indicate the basis of design. Dimensions and other physical characteristics may slightly vary depending on manufacturer submitted. It is Contractor's responsibility to identify the differences and adjust the Work accordingly or submit modifications for approval. Contractor shall be responsible for the cost of all modifications for equipment or materials that were not the basis of design, unless otherwise stated in the Contract Documents, the basis of design equipment or materials were not available, or their use was determined to be detrimental to the project by Owner.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

**SECTION 01 62 00
PRODUCT OPTIONS**

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes product option requirements for products incorporated into the Work by Contractor.
- B. Related Sections
 - 1. Section 01 33 10 – Submittal Procedures
 - 2. Section 01 61 00 – Common Product Requirements

1.2 GENERAL

- A. Items specified by dimensions shall not exclude the furnishing of such items other than the specified dimensions where the quality, use and serviceability of the material is the same or equal. However, Contractor is responsible for adjusting work according to any differing dimensions as specified in Section 01 61 00 Common Product Requirements.
- B. Where Contract Documents describe a product, listing characteristics required, with or without use of a brand name, a product shall be provided that has the specified attributes and otherwise complies with specified requirements.
- C. Where Contract Documents require compliance with performance requirements, product(s) shall be provided that comply and are recommended by the manufacturer for the intended application. Verification of manufacturer's recommendations may be by product literature or by certification of performance from manufacturer.
- D. Where Specifications require compliance with a standard, provided product shall fully comply with the standard specified. Refer to general requirements specified in Section 01 42 00 References regarding compliance with referenced standards, standard specifications, codes, practices and requirements for products.
- E. Selected options for products shall be identified in all submittals in accordance with Section 01 33 10 Submittal Procedures.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 65 00
PRODUCT DELIVERY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations for the delivery of products related to the Work.
- B. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures
 - 2. Section 01 66 00 – Product Storage and Handling Requirements
 - 3. Section 01 78 45 – Spare Parts and Extra Materials

1.2 GENERAL

- A. Delivery of products shall be scheduled so that storage time on the Site will be minimized.
- B. Deliveries shall only occur during normal working hours unless otherwise approved in writing.
- C. Contractor must have personnel on the Site authorized to accept deliveries when deliveries occur. Owner or Engineer will not accept deliveries of products on behalf of Contractor unless prior written agreement has been obtained.
- D. Contractor contact information shall be provided to shipping company. Owner contact information shall not be used for shipping unless otherwise agreed to in writing.
- E. Products delivered to the Site must be handled and stored in accordance with Section 01 66 00 Product Storage and Handling Requirements.
- F. Contractor shall provide such vehicles, equipment or apparatus that is required to safely and securely, without damage, accept products from the delivery.
- G. Spare parts and extra materials must be delivered to the Site in accordance with Section 01 78 45 Spare Parts and Extra Materials.
- H. Deliveries shall be in conformance with applicable ordinances and regulations.
- I. Unnecessary materials or equipment shall not be delivered to the Site.
- J. Deliveries shall not block access in areas of egress of persons or vehicles.

1.3 INSPECTION

- A. Delivered products shall be inspected by Contractor for damage before placing in storage or prior to implementation into the Work. Contractor is responsible for replacement or repair, as determined by Owner, of damaged products.
- B. Inspect delivered products to ensure that they conform with the Contract Documents and the product approvals obtained in accordance with Section 01 33 10 Submittal Procedures. Products not in compliance with Contract Documents and Shop Drawings will be directly returned to manufacturer by Contractor and shall not be implemented into the Work.
- C. Engineer and Owner have the right to inspect delivered materials.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 66 00
PRODUCT STORAGE AND HANDLING REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations for the storage and handling of products related to the Work or Contractor's execution of the Work.
- B. Related Sections:
 - 1. Section 01 65 00 – Product Delivery Requirements
 - 2. Section 01 78 45 – Spare Parts and Extra Materials

1.2 GENERAL

- A. Products delivered according to Section 01 65 00 Product Delivery Requirements must be handled and stored in such a manner such that no damage to the product shall occur.
- B. Handling and storage shall be in accordance with manufacturer's instructions and any other specific requirements for handling and storage included in the Contract Documents.
- C. Locations of storage shall be coordinated with Owner.
- D. Contractor is responsible for the secure storage of products, materials and other items used in the Work.
- E. Spare parts and extra materials must be handled and stored by Contractor in accordance with Section 01 78 45 Spare Parts and Extra Materials. Such products must be stored until written acceptance of the Project.
- F. Contractor is responsible to repair any damage that occurs to products, the Work or adjacent facilities during storage and handling.
- G. Damaged items shall not be used in the Work unless written permission is obtained to allow for use. Damage shall include indentations, rusting or other surface damage or deterioration.

1.3 STORAGE

- A. Contractor shall store his equipment and materials at the Site in a manner acceptable to Owner and Engineer, and in conformance with applicable ordinances and regulations. Contractor shall enforce the instructions of Owner respecting signs, advertisements, fire and smoking.

- B. Unnecessary materials or equipment shall not be stored on the Site.
- C. 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.
- D. Storage shall not block access in areas of egress.
- E. Store materials that are subject to injury by exposure to weather, theft, breakage or otherwise.
- F. Limited storage may be available on the Site. Owner will not be responsible for any items stored in their facilities.
- G. Contractor shall not store materials or encroach upon private property without the written consent of the owners of such private property.
- H. Contractor storage facilities or apparatus, or any items stored in Owner facilities, must be removed in a timely manner following completion.

1.4 HANDLING

- A. Contractor shall provide such vehicles, equipment or apparatus that is required to safely and securely, without damage, handle materials associated with the Work.
- B. Owner may have equipment or apparatus that can assist in the handling of products used in the Work. Owner equipment and apparatus cannot be used without prior written consent. When Owner equipment or apparatus is used, Contractor must obtain written certification of the condition of such before and after use. Contractor is responsible to repair damage to Owner equipment or apparatus, and such repair must be completed by a certified repair specialist, as recommended by the manufacturer.

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 73 24
CONNECTIONS TO EXISTING FACILITIES

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements regarding connecting to Owner facilities.
- B. Related Sections:
 - 1. Section 01 14 17 – Coordination with Owner’s Operations
 - 2. Section 01 71 34 – Protection of Work and Property

1.2 GENERAL

- A. All connections to existing facilities shall be coordinated with Owner in accordance with Section 01 14 17 Coordination with Owner’s Operations.
- B. All existing facilities shall be protected in accordance with Section 01 71 34 Protection of Work and Property.
- C. Contractor shall plan and prepare for all connections to existing facilities in advance. Contractor shall have everything readily available to complete the connection, in the shortest time possible, and to handle all emergencies normally encountered in such a connection.
- D. Contractor shall review connection plan with Owner in advance of any connection attempt.

1.3 SANITARY SEWER FACILITIES

- A. When connecting to sanitary sewer facilities, no amount of sewage shall be allowed to discharge onto land or property.
- B. The appropriate pitch shall be maintained when making the connection. Unless otherwise specified, connections cannot change the direction or pitch of the flow.
- C. Connection of two facilities of different sizes shall not be allowed unless otherwise specified or approved in writing.

PART 2 PRODUCTS
NOT USED

PART 3 EXECUTION
NOT USED

END OF SECTION

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes procedural requirements for removal of in-place construction necessary to permit installation of other work (cutting) or fitting and repair work required to restore surfaces to original conditions after installation of other work (patching).
- B. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures
 - 2. Section 01 71 34 – Protection of Work and Property

1.2 GENERAL

- A. Contractor is responsible for all cutting, fitting, and patching required for alteration work or to correct or modify newly installed construction, including without limitation:
 - 1. Completing the Work for integration with other work.
 - 2. Uncovering portions of the Work to provide for installation of other work.
 - 3. Removing and replacing defective work.
 - 4. Removing and replacing work not in conformance with the Contract Documents.
 - 5. Removing samples of installed work as necessary for testing.
 - 6. Providing penetrations for installation of materials.
- B. Contractor shall not perform cutting and patching operations that could void any warranty.
- C. Contractor shall conform with Section 01 71 34 Protection of Work and Property when performing any cutting or patching operation.
- D. Contractor shall not cut and patch construction in a manner that results in visual evidence of cutting and patching. Contractor shall not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would degrade the building's aesthetic qualities.
- E. Contractor shall remove and replace visually unsatisfactory cut and patched construction.

1.3 CUTTING

- A. Prior to cutting, Contractor shall determine all utility, mechanical, and electrical services that will be impacted. Contractor shall coordinate any relocation or loss of service with Engineer.
- B. Where cutting will impact structural reinforcement, Contractor shall submit drawings for reinstallation of reinforcement during patching in accordance with Section 01 33 10 Submittal Procedures. Contractor shall not cut and patch structural elements in a manner that could change the load-carrying capacity or load-deflection ratio. A structural element includes any load-bearing, lateral force-resistant member, and wind or seismic movement resisting construction.
- C. Contractor shall take precautions and exercise care to ensure work is neatly removed and without movement or settlement to the remainder of the building, or any other damage to property or facilities. Contractor is liable for any damage caused as a result of their operations.

1.4 PATCHING

- A. Only products approved in accordance with Section 01 33 10 Submittal Procedures shall be used for patching.
- B. Contractor shall not patch in a manner that could change load-carrying capacity; which results in a reduction of capability to perform as intended; or that results in increased maintenance or decreased operational life or safety.

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.

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 Owner.
- C. Contractor shall remove all surplus materials and temporary structures when no longer in use.
- D. Off-site disposal of construction and demolition debris shall be handled in accordance with all applicable regulations. In no case shall such debris be disposed of in water bodies, flood plains or wetlands.
- E. Contractor shall provide the appropriate containers for construction waste and those shall be the only containers used by Contractor, unless otherwise agreed to in writing.
- F. Materials on site that have an SDS shall be disposed of in accordance with the SDS.

1.3 FINAL CLEANING

- A. Prior to leaving the Site, the Work and the Site shall be cleaned and all excess materials shall be removed. 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 75 11
CHECKOUT AND STARTUP PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. This section describes general requirements related to testing and start-up of equipment. Specific requirements may be detailed in technical specifications.
- B. Related Sections:
 - 1. Section 01 78 23 – Operations and Maintenance Data
 - 2. Section 01 78 45 – Spare Parts and Extra Materials
 - 3. Section 01 79 23 – Instruction of Operations and Maintenance Personnel

1.2 GENERAL

- A. Prior to field testing or start-up of equipment, Contractor shall supply all required materials in accordance with Section 01 78 45 Spare Parts and Extra Materials.
- B. Contractor shall perform field tests of equipment as required in the technical specification sections.
- C. Contractor shall arrange for the equipment manufacturer to furnish the services of a qualified representative where specified.
- D. Contractor shall furnish all labor, material and instruments to perform all preliminary field tests of equipment and make all necessary changes, adjustments and replacements required to comply with the requirements of the Contract Documents.
- E. Contractor shall furnish all labor, equipment, instruments, materials, fuel, lubricants, energy, water, and all other incidentals necessary for the final acceptance tests.
- F. Contractor shall perform final acceptance tests prior to the startup of the equipment or system. Manufacturer's representative shall oversee the final acceptance test to certify that the equipment has been installed and tested to their satisfaction, where applicable.

1.3 MANUFACTURER'S REPRESENTATIVE

- A. Where specified for equipment items, the manufacturer or supplier will furnish the services of experienced and appropriate personnel to perform the following:
 - 1. Field supervision during installation, or inspection upon completion of

installation, to ensure proper installation of the equipment or system prior to start-up. The representative shall certify installation, recommend or adjust, and supervise field and final acceptance testing of equipment.

2. Equipment start-up. The manufacturer's representative shall provide certification of equipment compliance.
 3. Operating and maintenance instruction to Owner, in accordance with Section 01 79 23 Instruction of Operations and Maintenance Personnel, in conjunction with equipment start-up. Prior to or at instruction, representative shall provide all operation and maintenance data to Owner in accordance with Section 01 78 23 Operations and Maintenance Data.
 4. Follow-up assistance to assure that Owner properly understands the long-term operation and required maintenance. Follow-up assistance may require visitation from a qualified representative during the warranty period.
- B. The time period for the supervision and instruction from the manufacturer is estimated in the technical specification sections.
1. The duration of on-site visit(s) from equipment representatives shall be sufficient to accomplish the work, as required dependent upon the type of equipment or system, regardless of time stated in technical specifications.
 2. Contractor shall be responsible for any additional time required for the manufacturer's representative to resolve equipment installation or operational problems that are not caused by Owner. Such problems are, without limitation, a lack of coordination between the supplied equipment and Contract Documents, incorrect dimensions, improper installation, or improper equipment performance.
- C. Following the representative visit during start-up, the manufacturer shall then supply a written certification jointly to Owner and Contractor, on the manufacturer's stationary, stating that the equipment supplied or manufactured by their organization has been properly installed and tested to their satisfaction, in accordance with their recommendations, that all final adjustments have been made, and that the trial operation has been satisfactory.
- D. Certification shall include date of final acceptance field test, as well as, a listing of all persons present during the tests.

1.4 TESTING

- A. Preliminary field tests shall demonstrate that equipment is installed in the location and orientation specified in the equipment manual and as specified in the Contract Documents, and that the equipment is prepared for operation in strict accordance with the manufacturer's recommendations.
- B. Final acceptance tests shall consist of the following checks as a minimum:
 - 1. That equipment is adjusted, aligned, balanced, lubricated and properly installed.
 - 2. That equipment meets the specified performance requirements in every detail and performs the intended function without any unusual vibration, noise or other signs of possible malfunction.
 - 3. Perform motor field tests to verify rotation, voltage, current, motor insulation resistance and other parameters as required.
 - 4. Where equipment is capable of operation in more than one function, each operational mode or function shall be checked for proper performance.
 - 5. All controls, both mechanical and electrical, shall be checked individually for proper connection and operation.
 - 6. Unless otherwise stated in writing, all equipment, systems, and controls shall be checked with both utility power source and with backup generation power source.
 - 7. All instrumentation shall be checked for proper functionality.
 - 8. All alarms are verified and properly transmitted through the telemetry system and/or SCADA system.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 78 23
OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes administrative and procedural requirements for preparing operation and maintenance data for products incorporated into the Work by Contractor.
- B. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures
 - 2. Section 01 79 23 – Instruction of Operations and Maintenance Personnel

1.2 GENERAL

- A. Contractor shall supply any specific operation and maintenance, and product manuals and data supplied by the manufacturer.
- B. One (1) paper copy and one (1) digital copy of the final manual shall be submitted directly to Owner. Digital copy must be transmitted via email or web-based project management software, share site, or website.
- C. Manuals must be in acceptable form prior to full payment.
- D. All instruction materials to be used in accordance with Section 01 79 23 Instruction of Operations and Maintenance

1.3 CONTENTS

- A. Title Sheet: Each manual shall have a title page indicating the full name of the Project, the location, the Owner, Contract Designation under which the equipment or system was provided, and the name, address and telephone number of the local representative for each piece of equipment, as well as home office information. This sheet shall also contain any necessary identifying information required for repair service.
- B. Index: An index should follow the title sheet and contain each section or separate title contained in the Manual. Drawings are to be listed by title and drawing number. Pages should be consecutively numbered.
- C. Guarantee/Warranty: A copy of the guarantee/warranty from the product manufacturer is to be provided if standard manufacturer's guarantee/warranty is required. The guarantee/warranty section shall also contain information on

applying for assistance under the guarantee/warranty. Guarantee/warranty shall be signed and in effect.

D. Equipment Sections: Equipment information contents, at a minimum:

1. Descriptive data including catalog cuts, technical bulletins, diagrams, drawings, charts, pump curves, wiring diagrams, and all other pertinent information describing the location, operation, maintenance, lubrication and other information necessary for the Owner to establish an effective operating and maintenance program.
2. Complete parts list that includes all component parts and parts diagrams for all equipment showing manufacturer's identification numbers for each part.
3. Copies of approved shop drawings, where required, to adequately describe interrelation of components within a system.
4. List of spare parts supplied with the equipment, identified by manufacturer's part numbers, and a list of recommended spare parts and numbers.
5. Source of replacement parts and address and telephone number of the manufacturer's service representative.

E. At the end of each section, the Contractor shall include detailed maintenance and lubrication schedule for all equipment covered in the section.

1.4 **FORMAT**

- A. Electronic manuals and data shall be PDF files readable by the most recent version of Adobe software. All contents listed in the manual index shall appear as bookmarks in the document. Use electronic files prepared by the manufacturer where available.
- B. All bindings and covers shall be durable and water proof.
- C. All drawings shall be provided in the size intended for the drawing to be viewed. Drawings shall not be minimized or reduced for inclusion in the manual. If drawings cannot be provided as foldouts, provide a labeled envelope for each drawing that is bound within the manual.

PART 2 PRODUCTS
NOT USED

PART 3 EXECUTION
NOT USED

END OF SECTION

SECTION 01 78 45
SPARE PARTS AND EXTRA MATERIALS

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements for supplying replacement parts and materials not used in the Work but required in the technical specifications.
- B. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures
 - 2. Section 33 05 10 – Piping Systems
 - 3. Section 43 25 10 – Dry Pit Submersible Pumps

1.2 GENERAL

- A. Contractor shall provide all spare parts and extra materials, manufacturer's standard spare parts or those listed in the technical specifications but not included in the Work, to Owner.
- B. Specified materials may differ from manufacturer's spare parts. Contractor is to supply materials listed. Where specific materials are not listed, Contractor shall provide standard spare parts as recommended or provided by the manufacturer.

1.3 SUBMITTALS

- A. Contractor shall furnish spare parts data for each equipment item. The information shall be included in the equipment submittal in accordance with Section 01 33 10 Submittal Procedures.
- B. Data shall include a complete list of parts and supplies which may be subject to breakdown, with current unit prices and source of supply; a list of parts and supplies that are either normally furnished at no extra cost with the purchase of the equipment and a list of additional items recommended by the manufacturer to assure efficient operation for a period of 120 days at the particular installation.
- C. The foregoing shall not relieve Contractor of any responsibilities under any guarantee or relieve the manufacturer of any responsibilities under any warranty.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 TRANSFER OF MATERIALS

- A. Unless otherwise authorized in writing, Contractor shall store spare parts and extra materials as recommended by the manufacturer until transfer.
- B. All materials shall be appropriately kept and transferred in an appropriate storage container. Each storage container shall be labeled with the materials contained within and the equipment installed in the project that the materials are associated with. The label shall be securely affixed to the container.
- C. All materials, including special tools and appliances, shall be appropriately labeled. Where possible, each piece of equipment shall be provided with a name plate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacturer, and principal rating data. All other materials shall be individually labeled with identification as to the part name and number as well as the piece of equipment it is associated with.
- D. All materials shall be delivered with a record of transmittal. This record of transmittal shall include the following:
 - 1. Date of delivery.
 - 2. Address materials are delivered to.
 - 3. Contractor name, address, contact person and telephone number.
 - 4. Part numbers and description for each and every item in the delivery.
 - 5. Origin of the materials or original packing list from manufacturer.
 - 6. Typed or written name and signature of person making the delivery. If the delivery is made by a third party, the delivery company name, address, and telephone number shall be included.
 - 7. Lines for written name and signature of Owner representative accepting the delivery.
- E. If there is no record of transmittal it will be assumed that the delivery was not made and Contractor will be responsible for supplying any missing materials.
- F. Contractor is responsible for obtaining a written name and signature of Owner representative accepting the delivery. If there is no record of delivery acceptance, it will be assumed that the delivery was not made and Contractor will be responsible for supplying any missing materials.

END OF SECTION

SECTION 01 79 23
INSTRUCTION OF OPERATIONS AND MAINTENANCE PERSONNEL

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements for instructing operations and maintenance personnel on the operation and maintenance of supplied components of the Work.
- B. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures
 - 2. Section 01 75 11 – Checkout and Startup Procedures
 - 3. Section 01 78 23 – Operations and Maintenance Data
 - 4. Section 43 35 10 – Dry Pit Submersible Pumps

1.2 GENERAL

- A. Where so designated in the technical specifications, the manufacturer or supplier will furnish instruction on the operation and maintenance of the specified equipment.
- B. Technical specifications may include both equipment start-up, in accordance with Section 01 75 11 Checkout and Startup Procedures, and operating/maintenance instruction in the number of days specified. This number shall be considered a minimum. Contractor shall include the amount of time and sufficient to accomplish the both instruction and installation.
- C. Instruction on operation and maintenance shall cover all pertinent information supplied in accordance with Section 01 78 23 Operations and Maintenance Data. Written description of the items covered during instruction shall be provided to individuals at the time of instruction, regardless if such materials are included in the operation and maintenance data.
- D. Contractor shall supply follow-up instruction on maintenance and operation as required in the technical specifications, at the interval(s) specified.

1.3 MANUFACTURER'S REPRESENTATIVE

- A. Where so designated, the manufacturer or supplier will furnish the services of a representative certified by the manufacturer to perform instruction. A summary of required instruction is included in Table 1- 01 79 23.
- B. The manufacturer's representative shall supply certification of instruction to every individual present and submit a roster of individuals instruction to the Engineer,

within 3 days of instruction. The roster shall be submitted in accordance with Section 01 33 10 Submittal Procedures.

- C. Instruction shall be designed for any number of individuals that are present to achieve the same level of understanding. If attendance will be limited, to obtain a thorough understanding of the operation and maintenance Contractor shall request the number of attendees and plan multiple sessions when necessary. Contractor shall provide all sessions required to train the designated number of personnel assigned by Owner.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

Table 1 – 01 79 23

Technical Specification Section	Equipment Description	Number of Hours/Days
43 25 10	First Submersible Pump Startup	4 hrs

END OF SECTION

SECTION 33 05 10 PIPING SYSTEMS

PART 1 GENERAL

1.1 DESCRIPTION

A. Scope:

1. Contractor shall provide all labor, materials, equipment, and incidentals as shown, specified, and required to install and test all piping, fittings, and specials. The Work includes the following:
 - a. A new 12-inch ductile iron piping system for bypassing the station pumps.
 - b. Replacement cast iron or ductile iron piping for the existing pump effluent and header.
 - c. All piping, valves, fittings and work on or affecting existing piping.
 - d. Installation of all jointing and gasket materials, specials, flexible couplings, mechanical couplings, harnessed and flanged adapters, sleeves, tie rods, cathodic protection, and other Work required for a complete, piping installation.
 - e. Supports, restraints, and thrust blocks (temporary or permanent).
 - f. Field quality control, including testing.
 - g. Cleaning.
 - h. Incorporation of valves, meters, and special items shown or specified into piping systems or as required.

1.2 REFERENCES

A. Standards referenced in this Section are:

1. ASME B31.3, Process Piping.
2. American Society for Non-Destructive Testing (ASNT), ASNT-TC-1A, Recommended Practice, Personnel Qualification, and Certification in Non-destructive Testing.
3. AWWA C509, Resilient Seated Gate Valves
4. AWWA C110 (ANSI A21.10), Gray-Iron and Ductile-Iron Fittings, 2 in. through 48., for Water and Other Liquids.
5. ANSI/AWWA C111, Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings.
6. AWWA C-150 (ANSI A21.50), Thickness Design of Ductile-Iron Pipe.
7. AWWA C 151 (ANSI A21.51), Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids.
8. AWWA M41, Ductile-Iron Pipe and Fittings.
9. ANSI B 18.2.1, Square and Hex Bolts and Screws, Including Askew Head Bolts, Hex Cap Screws, and Lag Screws.
10. ANSI B 18.2.2., Square and Hex Nuts.
11. ASCE 37, Design and Construction of Sanitary and Storm Sewers.

1.3 QUALITY ASSURANCE

- A. Obtain each type of pipe and fitting for the bypass system from no more than one manufacturer.
- B. Comply with requirements and recommendations of authorities having jurisdiction over the Work, including New York State Department of Environmental Conservation.

1.4 SUBMITTALS

- A. Shop Drawings:
 - 1. Details of piping, specials, joints, harnessing and thrust blocks, and connections to piping, structures, equipment, and appurtenances.
 - 2. Manufacturer's literature and specifications, as applicable, for products specified in this Section. Submit detail drawings and data on pipe, valves, fittings, gaskets and appurtenances.
 - 3. Submit proposed testing procedures and apparatus. Obtain Owner's approval prior to commencing testing.
- B. Informational Submittals: Submit the following:
 - 1. Certificate signed by manufacturer of each product certifying that product conforms to applicable referenced standards.
 - 2. Results of each specified field quality control test.
- C. Warranty: Tapping valve shall be warranted by the manufacturer against defects in materials or workmanship for a period of two (2) years.
- D. Closeout Submittals: Submit the following:
 - 1. Record Documentation: Maintain accurate-record documents showing modifications made in the field. Show piping with elevations and dimensions from permanent structures. For each horizontal bend in piping, include dimensions to at least three permanent structures, when possible.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Full Port Eccentric Plug Valve: Manufacturer shall meet or exceed all applicable requirements of AWWA C517.
 - 1. Acceptable Manufacturers:
 - a. Pratt Ballcentric
 - b. DeZurik
 - c. Or equal.

2. Intended for use with a buried service on 12-inch ductile iron pipe, force main, transmitting raw wastewater, including the appropriate seal material.
3. Non-lubricating with a minimum working pressure of 150 psi and tight shut off at rated pressure.
4. 100% full port design with port area 100% nominal pipe area.
5. Stem shall be extended with buried gear.
6. Operating nut to be recessed and have an arrow cast to show direction.
7. Ductile iron body and plug shall meet ASTM A-536, Grade 65-45-12.
8. Valves shall be factory tested with three (3) full cycles for proper operation. Factory testing shall include a leak test in closed position under pressure in both directions.

B. Wet Tap

1. Wet tap shall be ductile iron with bolted joints. Welded joints are not permitted.
2. Wet tap shall have flanged connection and be connected directly to the tapping valve.

C. Tapping Valve: Manufacturer shall meet or exceed all applicable requirements of AWWA C509.

1. Acceptable Manufacturers:
 - a. Mueller Co.
 - b. Or equal.
2. Intended for use with a buried service on 12-inch ductile iron pipe, force main, transmitting raw wastewater, including the appropriate seal material.
3. Non-lubricating with a minimum working pressure of 250 psi and tight shut off at rated pressure.
4. Fully unobstructed flow-way.
5. Stem shall be extended with buried gear.
6. Operating nut to have an arrow cast to show direction.
7. Ductile iron body and disc shall meet ASTM A-536.
8. All inside and outside cast iron surfaces shall be coated with corrosion resistant epoxy coating, 10 mils nominal.
9. Nuts, bolts, cap screw, and stem shall be stainless steel and disc nut shall be bronze.
10. Valves shall be factory tested with three (3) full cycles for proper operation. Factory testing shall include a leak test in closed position under pressure in both directions. Test pressures shall be a minimum of 300 psi seat test and 500 psi shell test.

D. Ductile-Iron Pipe and Fittings:

1. Pipe: Manufacturer shall cast or paint on each length of pipe and each fitting pipe material, diameter, and pressure or thickness class.
 - a. Flanged Pipe: Fabricate in accordance with requirements of ANSI A

- 21.15. All piping shall match existing where noted or be Class 52.
- b. Non-Flanged Pipe: Conform to ANSI A 21.51 for material, thickness, dimensions, tolerances, tests, marking and other requirements. All piping shall match existing where noted or be Class 52.

2. Joints

- a. Flanged Joint: Conform to ANSI A 21.20. Specified flanges for ductile iron flanged pipe are rated at 250 psi working pressure with appropriate gasket seals. They will match with ANSI B 16.1, Class 125 bolt pattern, but will not match with ANSI B 16.1, Class 250. Gaskets shall be cloth-inserted rubber, 1/8 inch thick, full face. Nuts and bolts shall conform to ANSI B 18.2.1 and ANSI B 18.2.2, respectively. Exposed bolts and nuts shall be ASTM A 307, Grade B. Bolts and nuts shall be Type 304 stainless steel or high strength, low alloy steel, fluorocarbon.
- b. Mechanical Joints: Conform to ANSI A 21.11. Gaskets shall be plain tip. Bolts and nuts shall be Type 304 stainless steel or high strength, low alloy steel, fluorocarbon coated.

3. Ductile Iron Fittings

- a. Conform to ANSI A 21.10. Specified flanges for ductile iron flanged fittings are rated at 250 psi working pressure. They will match with ANSI B 16.1 bolt pattern, Class 125, but will not match with ANSI B 16.1, Class 250.
- b. Pressure Rating: 250 psi

E. Cast Iron Pipe and Fittings:

- 1. Existing cast iron pipe and fittings shall be replaced in kind or by supplying ductile iron pipe with transition couplings.
 - a. Cast iron pipe shall be replaced in kind.
 - b. When replacing cast iron pipe with ductile iron, follow the specifications for ductile iron pipe and provide the appropriate transition coupling at the rated pressure.

F. Couplings:

1. Solid Sleeve Couplings:

- a. Pressure and Service: Minimum same as connected piping.
- b. Materials: Ductile Iron
- c. Gaskets: Manufacturer's recommendation
- d. Bolts and Nuts: 304 stainless steel or high strength, low alloy steel, fluorocarbon coated.
- e. Restraining: Harness couplings as shown, specified or otherwise

required to restrain pressure.

- f. Adjacent flanges shall be tied with bolts of corrosion resistant alloy steel or stainless steel. Provide flange mounted stretcher bolt plates if needed - to be designed by the manufacturer.
 - g. Conform to dimensions, size, spacing and materials for lugs, bolts, washers and nuts as recommended by manufacturer for the pipe size, wall thickness and working pressure required.
 - h. Remove pipe stop unless otherwise approved.
2. Product and Manufacturer: Provide couplings as manufactured by one of the following:
 - a. Smith-Blair / Xylem
 - b. Romac Industries, Inc.
 - c. Or Equal

G. Restrained Mechanical Joints

1. Restraint devices for mechanical joints shall conform to ANSI Specification A 21.11 (AWWA C-111).
2. Restraint devices shall consist of multiple gripping wedges incorporated into a follower gland meeting the applicable requirements of ANSI/AWWA C110/A21.10.
3. The devices shall have a working pressure rating of 350 psi for 3-16 inch and 250 psi for 18-48 inch. Ratings are for water pressure and must include a minimum safety factor of 2 to 1 in all sizes.
4. Gland body, wedges and wedge actuating components shall be cast from grade 65-45-12 ductile iron material in accordance with ASTM A536.
5. An identification number consisting of year, day, plant and shift (YYDDD)(plant designation)(Shift number), shall be cast into each gland body.
6. Mechanical joint restraint shall require conventional tools and installation procedures per AWWA C600, while retaining full mechanical joint deflection during assembly as well as allowing joint deflection after assembly.
7. Proper actuation of the gripping wedges shall be ensured with torque limiting twist off nuts.
8. Mechanical joint restraint shall be Megalug Series 1100 produced by EBAA Iron Inc. or approved equal.

H. Flanged Pipe Restraint

1. Restraining rods shall be installed where required.
2. Restraining rod sizes shall be according to pipe size as approved by Owner.
3. Flange harness lugs will be used where required for restraint placement.
4. Replacement rods will be no less in number than is removed or minimum of

four (4) per location, whichever is greater.

I. Transition Pieces:

1. Furnish suitable transition pieces for connections to existing piping.
2. Unless shown on Drawings, Contractor shall expose existing piping to determine material, dimensions and other data required for transition pieces.

J. Flange Adapters:

1. Restrained flange adapters shall be used in lieu of threaded, or welded, flanged spool pieces. Flange adapters shall be made of ductile iron conforming to ASTM A536 and have flange bolt circles that are compatible with ANSI/AWWA C110/A21.10.
2. Restraint for the flange adapter shall consist of a plurality of individual actuated gripping wedges to maximize restraint capability. Torque limiting actuating screws shall be used to insure proper initial set of gripping wedges.
3. The flange adapter shall be capable of deflection during assembly, or permit lengths of pipe to be field cut, to allow a minimum of 0.6-inch gap between the end of the pipe and the mating flange without affecting the integrity of the seal.
4. The flange adapter shall have a safety factor of 2:1 minimum.
5. All wedge assemblies and related parts shall be processed through a phosphate wash, rinse and drying operation prior to coating application. The coating shall consist of a minimum of two coats of liquid thermoset epoxy coating with heat cure to follow each coat.
6. All casting bodies shall be surface pretreated with a phosphate wash, rinse and sealer before drying. The coating shall be electrostatically applied and heat cured. The coating shall be a polyester based powder to provide corrosion, impact and UV resistance.
7. The flange adapter shall be the Series 2100 Megaflange adapter, as produced by EBAA Iron, Inc., or approved equal.

2.2 BURIED PIPING IDENTIFICATION

A. Polyethylene Underground Warning Tape for Metallic Pipelines:

1. Tracer tape shall be of inert, acid- and alkali-resistant, polyethylene, four mils thick, six inches wide, suitable for direct burial. Tape shall be capable of stretching to twice its original length.
2. Message shall read, "CAUTION SANITARY SEWER PIPE BURIED BELOW", with bold letters approximately two inches high.
3. Manufacturer: Provide products of one of the following:
 - a. Brady Corporation
 - b. Seton Identification Products
 - c. Marking Services, Inc.
 - d. Or equal.

PART 3 EXECUTION
3.1 INSTALLATION

A. General:

1. Install piping as shown, approved, or recommended by manufacturer.
2. Owner will observe excavations and bedding prior to backfill. Notify Owner in advance of excavating, bedding, pipe laying, and backfilling operations.
3. 3-foot Minimum cover over buried piping, unless otherwise approved by Owner.
4. Buried tapping valve shall be installed with operating facing away from the 14-in force main.
5. If water mains are encountered, request separation instructions from Owner.

B. Buried Pipe Bedding: Bed pipe according to industry standard.

1. Remove loose and unsuitable material from trench and discard.
2. Thoroughly compact pipe bedding with handheld pneumatic compactors.

C. Laying Pipe:

1. Conform to manufacturer's instructions and requirements of standards and manual Sanitary and Storm Sewers: ASCE 37.
2. Do not lay pipe in water. Maintain dry trench conditions until jointing and backfilling are complete. Keep clean and protect interiors of pipe, fittings, valves, and appurtenances.
3. Carefully examine pipe, fittings, valves, and specials for cracks, damage, and other defects before installation. Immediately remove defective materials from the Site and replace with acceptable products.
4. Inspect interior of all pipe, fittings, valves, and specials and completely remove all dirt, gravel, sand, debris, and other foreign material from pipe interior and joint recesses before pipe and appurtenances are moved into excavation.
5. Field cut pipe, where required, with machine specially designed for cutting the type of pipe being installed. Make cuts carefully, without damage to pipe, coating or lining, and with smooth end at right angles to axis of pipe.
6. Do not place blocking under pipe.
7. Touch up protective coatings prior to backfilling.
8. Notify Owner in advance of backfilling operations.

D. Thrust Restraint: Where required, provide thrust restraint.

E. Install pipe that utilizes proprietary joints for restraint or other such joints, in accordance with manufacturer's instructions.

F. Backfill material shall be clean fill or reusable top soil from the existing excavation. Rocks, concrete, debris, or other unacceptable materials shall be

removed and discarded. Backfill by hand and use power tampers until pipe is covered by at least one foot of backfill.

- G. Install valves as shown and indicated in the Contract Documents. Provide suitable adapters when valves and piping have different joint types.
- H. Transitions from One Type of Pipe to Another: Provide necessary adapters, specials, and connection pieces required when connecting different types and sizes of pipe or connecting pipe made by different manufacturers.
- I. Closures: Provide closure pieces shown or required to complete the Work.

3.2 TRACER TAPE INSTALLATION

A. Polyethylene Underground Warning Tape for Metallic Pipelines:

- 1. Provide polyethylene tracer tape for buried metallic piping.
- 2. Provide tracer tape 12 to 18 inches below finished grade, above and parallel to buried pipe.
- 3. Tape shall be spread flat with message side up before backfilling.

3.3 THRUST RESTRAINT

- A. Thrust restraint may be accomplished by using restrained pipe joints, concrete thrust blocks, or harnessing buried pipe. Thrust restraints shall be designed for axial thrust exerted by test pressure.
- B. Provide thrust restraint on pressure piping systems where needed.
 - 1. Provide concrete thrust blocks on pressure piping at changes in alignment of 15 degrees or more, at tees or bends.
- C. Place concrete so that pipe and fitting joints are accessible for repair. Place concrete thrust blocks against undisturbed soil. Where undisturbed soil does not exist, or for projects where the Site consists of backfill material, thrust restraint shall be provided by restrained pipe joints.
- D. Restrained Pipe Joints: Pipe joints shall be restrained by means suitable for the type of pipe being installed.

3.4 WORK AFFECTING EXISTING PIPING

A. Work on Existing Pipelines or Underground Facilities:

- 1. Cut or tap piping as shown or required with machines specifically designed for cutting or tapping pipelines, as applicable.

2. Provide necessary adapters, sleeves, fittings, pipe, and appurtenances required to complete the Work.
3. Conform to applicable requirements of Section 01 14 16, Coordination with Owner's Operations, Section 01 73 29, Cutting and Patching, and Section 01 73 24, Connections to Existing Facilities.

3.5 FIELD QUALITY CONTROL

A. General:

1. Test all piping.
2. Conduct all tests in presence of Owner.
3. Remove or protect pipeline-mounted devices that could be damaged by testing.
4. Provide all apparatus and services required for testing
5. Unless otherwise specified, Owner will provide fluid required for testing.
6. Repair observed leaks and repair pipe that fails to meet acceptance criteria. Retest after repair.
7. Unless otherwise specified, testing shall include existing piping systems that connect with new piping system. Test existing pipe to nearest valve. Piping not installed by Contractor and that fails the test shall be repaired upon authorization of Owner.

B. Test Schedule:

1. Pipe Test Pressure: Test pressure will be determined by Owner based on maximum anticipated sustained operating pressure and methods described in applicable ANSI/AWWA manual or standard that applies to the piping system.

END OF SECTION

SECTION 43 25 10
DRY PIT SUBMERSIBLE PUMPS

PART 1 GENERAL

1.1 SUMMARY

- A. Contractor shall provide all labor, materials, equipment, and incidentals required to furnish and install dry pit submersible, end suction centrifugal pumps complete and operational with motors and accessories as shown and specified.
- B. Owner shall make electrical and controls connections.
- C. Related Requirements:
 - 1. Section 01 65 00 – Product Delivery Requirements
 - 2. Section 01 66 00 – Product Storage and Handling Requirements
 - 3. Section 01 71 34 – Protection of Work and Property
 - 4. Section 01 73 29 – Cutting and Patching
 - 5. Section 01 75 11 – Checkout and Startup Procedures
 - 6. Section 01-78-23 – Operation and Maintenance Data
 - 7. Section 01 79 23 – Instruction of Operations and Maintenance Personnel

1.2 REFERENCES

- A. Reference Standards:
 - 1. ANSI/HI 1.6 Centrifugal Pump Tests.
 - 2. ANSI/HI 9.1-9.5 - Pumps General Guidelines for Materials, Sound Testing, and Decontamination.
 - 3. ANSI/HI 9.6.2 - Rotodynamic Pumps for Assessment of Applied Nozzle Loads.
 - 4. ANSI/HI 9.6.3, -Rotodynamic Pumps – Guideline for Operating Regions.
 - 5. ANSI/HI 9.6.5 - Rotodynamic Pumps – Guideline for Condition Monitoring.
 - 6. ANSI/HI 9.8 - Rotodynamic Pumps for Pump Intake Design.
 - 7. ANSI/HI 11.6 - Rotodynamic Submersible Pumps for Mechanical and Electrical
 - 8. ANSI/HI 14.3 - Rotodynamic Pumps for Design and Application.
 - 9. ANSI/HI 14.4 - Rotodynamic Pumps – for Installation, Operation, and
 - 10. ANSI/HI 14.6 - Rotodynamic Pumps for Hydraulic Performance Acceptance
 - 11. IEEE 85 - Airborne Sound Measurements- Rotating Electrical Machinery.
 - 12. NEMA MG-1 – Motors and Generators

1.3 SUBMITTALS

- A. Shop drawings (pump and motor):

1. Manufacturer's literature, illustrations, specifications, paint certification and engineering data including dimensions, materials, size, weight, and part lists for all components in sufficient detail.
2. Pump performance data and curves showing overall pump efficiencies, required net positive suction head (NPSH), allowable suction lift, flow rate, head, brake horsepower, motor horsepower, speed, and shut-off head. Curves shall range from minimum flow to shut-off head for full speed and all speed curves specified. For variable speed units, curves shall have at least five speeds plotted between maximum and minimum rpm. Curves shall indicate Preferred Operating Region (POR) and Allowable Operating Region (AOR), as defined in ANSI/HI 9.6.3.
3. Motor Data: Furnish certified motor data sheet for previously tested, electrically duplicate motor to that specified, including the following:
 - a. Speed-torque relationship.
 - b. Efficiency at 1/2, 3/4, and full load.
 - c. Power factor at 1/2, 3/4, and full load.
 - d. Slip at full load.
 - e. Running light, full load and locked rotor current.
 - f. Temperature rises and results of dielectric tests.
 - g. Bearing type and lubrication medium
 - h. Insulation class and temperature ratings.
4. Certified drawing for flow conditioning suction cone including dimensions, weight, welding requirements, material designations, installation requirements, and flange details..
5. Provide certificate of shop testing for complete pump and motor unit.
6. Provide Supplier's instructions for handling and installing products. Setting drawings, templates, and directions for installing anchor bolts and other anchorages.
7. Provide location of nearest permanent service headquarters of pump manufacturer to the Site.

B. Closeout Submittals: Submit the following:

1. Operation and Maintenance Manuals: Submit complete operation and maintenance manuals, including shop and field test reports, maintenance data and schedules, description of operation, and spare parts information. Provide operation and maintenance manuals per Section 01 78 23, Operations and Maintenance Data.
2. Provide Manufacturer's Standard Warranty.
3. Provide manufacturers recommended spare parts and two (2) sets of any special tools required for operation or maintenance.

1.4 QUALITY ASSURANCE

A. Component Supply and Compatibility:

1. Obtain all products included in this Section, regardless of component Supplier, from one submersible end suction pump manufacturer.
2. Pumps shall be manufacturer's standard cataloged product and modified to provide compliance with the service conditions indicated.
3. Supplier shall review and approve or prepare all Shop Drawings and submittals for all components provided under this Section.
4. All components shall be suitable for specified service conditions and shall be integrated into overall assembly by the Supplier.
5. The pump manufacturer shall provide the pumps, motors, and appurtenances as a complete and integrated package to insure proper coordination and compatibility and operation of the system.

B. Supplier's Qualifications: Supplier shall have a minimum of five years experience producing substantially similar equipment to that required for the Project and shall be able to provide documentation of at least five installations in satisfactory operation for at least five years each.

C. Design Exceptions: Provide justification for exceptions, variations, deviations, or changes. Owner will determine whether exceptions, deviations, and changes are acceptable. Exceptions, variations, deviations, and changes may result in rejection of products.

1.5 HANDLING AND STORAGE

A. See Sections 01 65 00 – Product Delivery Requirements and 01 66 00 – Product Storage and Handling Requirements.

PART 2 PRODUCTS

2.1 MANUFACTURERS

A. Approved Manufacturers:

1. KSB Dry Pit Submersible – KRT K 250-401/806XNG1-DV
2. Or Equal.

2.2 EQUIPMENT DETAILS

A. General

1. Three (3) identical complete pump and motor assemblies are required.
2. Provide complete submersible, non-clog, single-stage, centrifugal pump assemblies designed for the wastewater service and free of excessive vibration or hydraulic instability when operating either continuously or

- intermittently in the pump's allowable operating range
3. Submersible up to 100 feet above pump inlet.
 4. Maximum speed 1200 rpm with 460 V, 3-phase, 60 Hz power supply.
 5. Regreasing shall be possible without dismantling the pump.
 6. See Section 01 75 11 Checkout and Startup Procedures for manufacturer's representative startup requirements.
 7. See Section 01 79 23 Instruction of Operations and Maintenance Personnel for manufacturer's representative training requirements.

B. Motors

1. Size: 100 HP.
2. Must include cooling jacket.
3. Windings must be current-UV-Dip-impregnated to ensure uniformity with winding fill factor of at least 95%.
4. Each must include a continuous, 50-ft power/control cord with triple sealed cable entry design clearly marked for submersible duty by code or legend permanently applied to cable.

C. Pumps

1. Size: 10-inch
2. Pumping requirements per pump:
 - a. 4940 gallons per minute (gpm) at 54 feet total dynamic head (TDH) according to ANSI/HI 14.6:2016 Grade 1U.
 - b. Minimum hydraulic efficiency of 77% at 4940 gpm and 54 ft TDH, approved according to ANSI/HI 14.6:2016 Grade 1U.
3. Shall be capable of handling unscreened wastewater.
4. Impeller:
 - a. Non-clogging with minimum free passage of 4.1 inches.
 - b. One piece cast duplex stainless steel grade A890 CD4 MCuN.
5. Wear rings shall be Duplex Stainless Steel.
6. Volute shall have centerline discharge.
7. Includes chamber leak detection.
8. Temperature monitoring shall be through a PT-100 sensor in the lower pump side bearing to monitor bearing temperature.
9. All monitoring shall be by manufacturer's standard relay. Additional PLCs are not acceptable.

- D. Warranty: Manufacturer or supplier must provide a 7 year protected warranty against defects in materials or workmanship.

2.3 ACCESSORIES

- A. Provide 10-inch by 14-inch suction elbows with inspection ports.
- B. Provide discharge spool pieces to connect to existing header isolation valves as necessary to adjust for new pump discharge height.

2.4 CONCRETE

- A. All supported components shall be bolted to concrete bases with Type 316 stainless steel anchors.
- B. Concrete for pump and elbow bases shall have a 28-day compressive strength of 4,000 psi.
- C. If concrete is modified or repaired, conform to the following requirements:
 - 1. Crack repairs must use epoxy materials meant to improve the strength of concrete, not for sealing against water, unless otherwise approved by Owner.
 - 2. When performing a spall repair, remove delaminated concrete before repairing. If rebar is exposed, clean cuts to rebar are needed. Coat existing concrete and rebar with bonding agent prior to grouting.
 - 3. When cutting concrete to appropriate height, follow Section 01 73 29 Cutting and Patching.
 - 4. All repaired surfaces must be level in all directions, have a smooth finish, and rounded corners.
 - 5. All concrete repair materials must be from Sika Corporation, or approved equal, and be for the intended use.

2.5 PAINTING

- A. Shop Finish: At the factory, all exterior ferrous surfaces shall receive manufacturer's premium high solids epoxy paint suitable for wastewater service. All non-ferrous surfaces shall be coated with corrosion prevention compound.
- B. Field painting shall be compatible with factory applied finish and be suitable for wastewater service.

2.6 PERFORMANCE TESTING

- A. Provide factory tests in accordance with Hydraulic Institute 14.6 to include hydrostatic testing at 2x the TDH at design flow or 1.5x pump shutoff head; Type 3 NPSH3 testing; and motor tests.
- B. Testing of submersible pumps in dry conditions is not acceptable. Test pump at full speed with performance measured at a minimum of seven evenly spaced

operating points between shutoff and run out at Testing Grade 1B.

- C. Motors shall be tested in accordance with ANSI/ HI 11.6 in the submerged condition. Include a dry run no load test, motor electrical integrity test, and moisture and temperature sensing integrity test.
- D. Performance reports shall be given to Owner before shipping units.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install equipment and accessories per manufacturer's printed instructions and recommendations. Set products accurately in location, alignment, and elevation, plumb and true. Align and adjust products and piping in presence of Owner.
- B. Anchorage: Install pumps on concrete foundations or elevated concrete pads as required by pump manufacturer. Provide anchorages in new or existing concrete, as applicable, per equipment manufacturer's recommendations.
- C. Prior to energizing motor, rotate drive motor by an external source to demonstrate free operation of mechanical parts. Do not energize equipment until safety devices are installed, connected, and functional
- D. Provide all fluids/lubricants recommended by equipment manufacturer for initial operation.
- E. Conform to Section 01 75 11, Checkout and Startup Procedures.
- F. Following installation, Contractor and qualified field service representative of equipment manufacturer shall conduct operating tests of all equipment, functions, and controls at Site. Should tests result in malfunction, make necessary repairs, revisions, and adjustments and restart test from beginning. Repeat tests and repairs, revisions, and adjustments until installation is complete, equipment is functioning properly and accurately, and is ready for permanent operation.
 - 1. Field test equipment and controls in local mode, followed by demonstrating proper operation of controls in automatic mode. Demonstrate that each part and component of system individually and all parts and components together function properly in manner intended, without excess vibration, overheating, or clogging. Total duration of testing shall be at least 24 hours but up to 72 hours, continuous and uninterrupted, in automatic mode.
 - 2. Upon initiation of the Operational Demonstration, make observations of head, capacity, and motor input at full speed and at a minimum of three operating points and plot performance characteristics of the pump. Test one operating point, as chosen by ENGINEER, for each pump for a 4-hour duration to

verify no loss of pumping capacity over time.

- G. In the event that Contractor is unable to demonstrate that the equipment meets the requirements, the equipment will be rejected and Contractor shall correct, adjust, modify and/or replace the equipment and retest as often as necessary at their expense until acceptable results are obtained.

3.2 MANUFACTURER'S SERVICES

- A. See Sections Section 01 75 11 Checkout and Startup Procedures and 01 79 23 Instruction of Operations and Maintenance Personnel for manufacturer's representative requirements.
- B. Representative shall revisit the Site as often as necessary until installation is acceptable.

END OF SECTION

Appendix A

Drawings and Pictures

*ERIE COUNTY
SEWER DISTRICT NO. 3
CONTRACT NO. 93
TOWN OF HAMBURG*

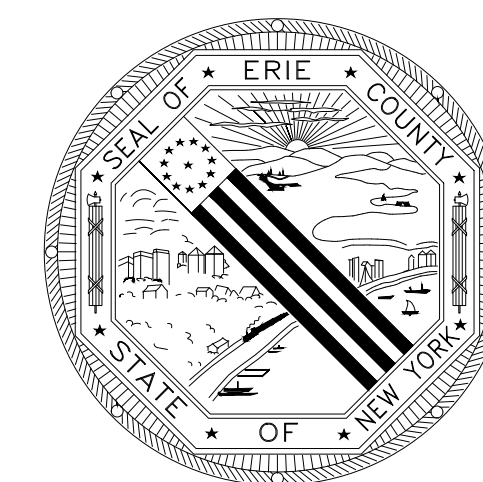
*ROGERS ROAD PUMPING STATION
BYPASS ASSEMBLY INSTALLATION AND
PUMPING REPLACEMENTS*

MARK C. POLONCARZ
COUNTY EXECUTIVE

DANIEL CASTLE, AICP
COMMISSIONER OF ENVIRONMENT & PLANNING



LOCATION MAP
NO SCALE



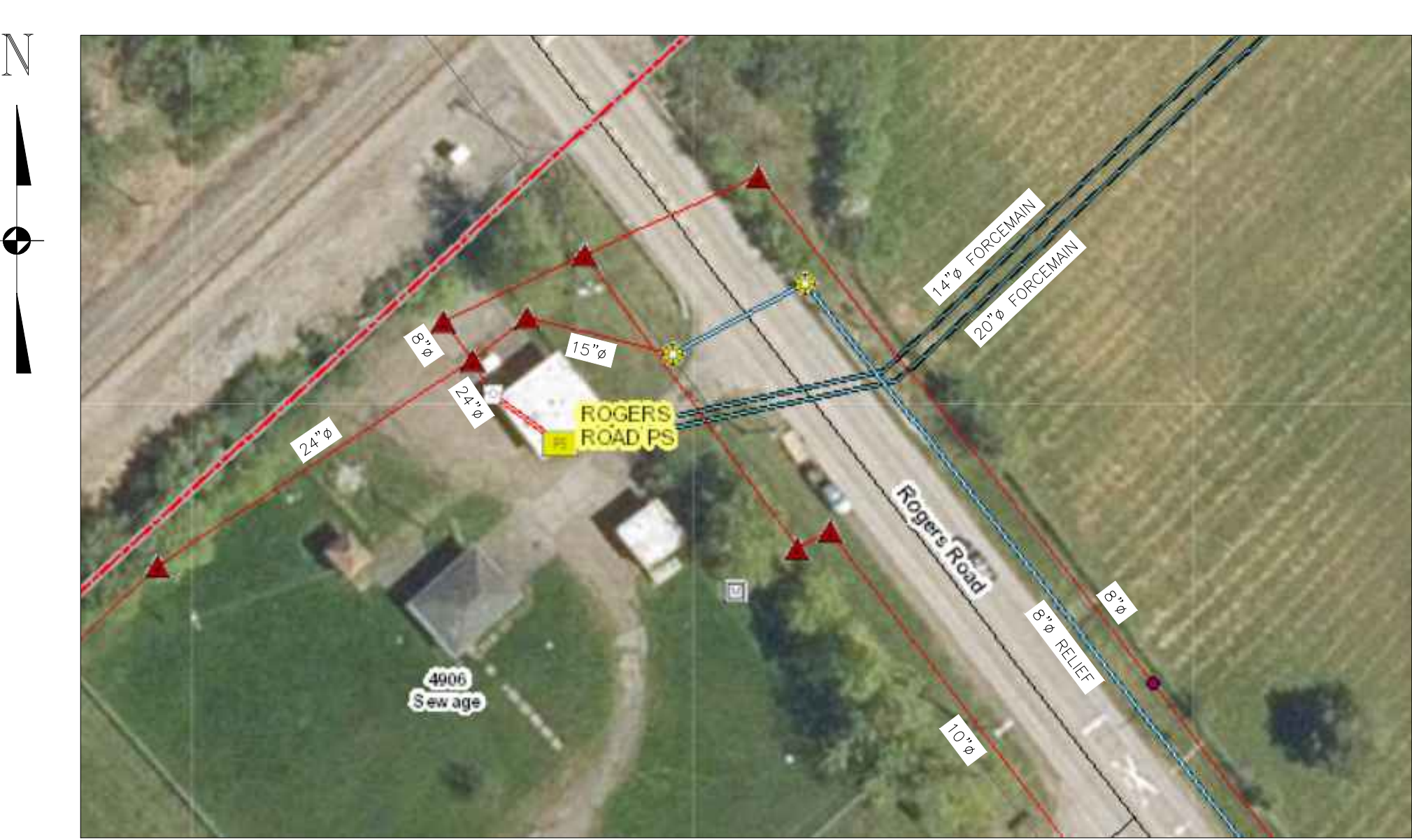
JULY 2026

*ERIE COUNTY
DEPARTMENT OF ENVIRONMENT AND PLANNING
DIVISION OF SEWERAGE MANAGEMENT
95 FRANKLIN ST. BUFFALO, N.Y. 14202*

ALTERATION OF THIS DOCUMENT
EXCEPT AS PROVIDED BY SECTION 7209
IS A VIOLATION OF THE
NEW YORK STATE EDUCATION LAW

ROGERS ROAD PUMPING STATION BYPASS ASSEMBLY INSTALLATION AND PUMPING REPLACEMENTS

SEQUENCE STEP #1 – BYPASS INSTALLATION



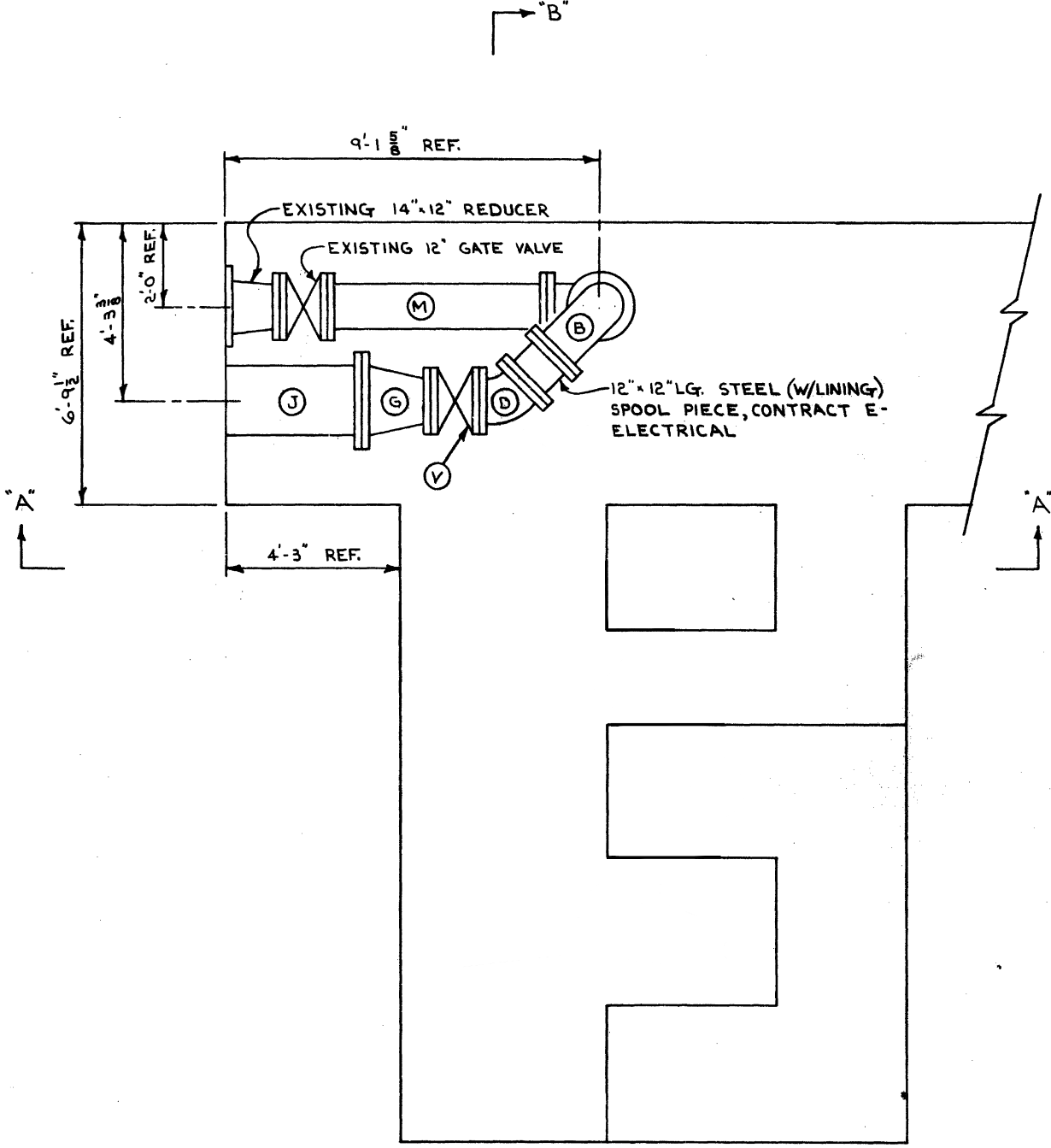
PROJECT LOCATION AND UNDERGROUND LINES
SCALE: NTS



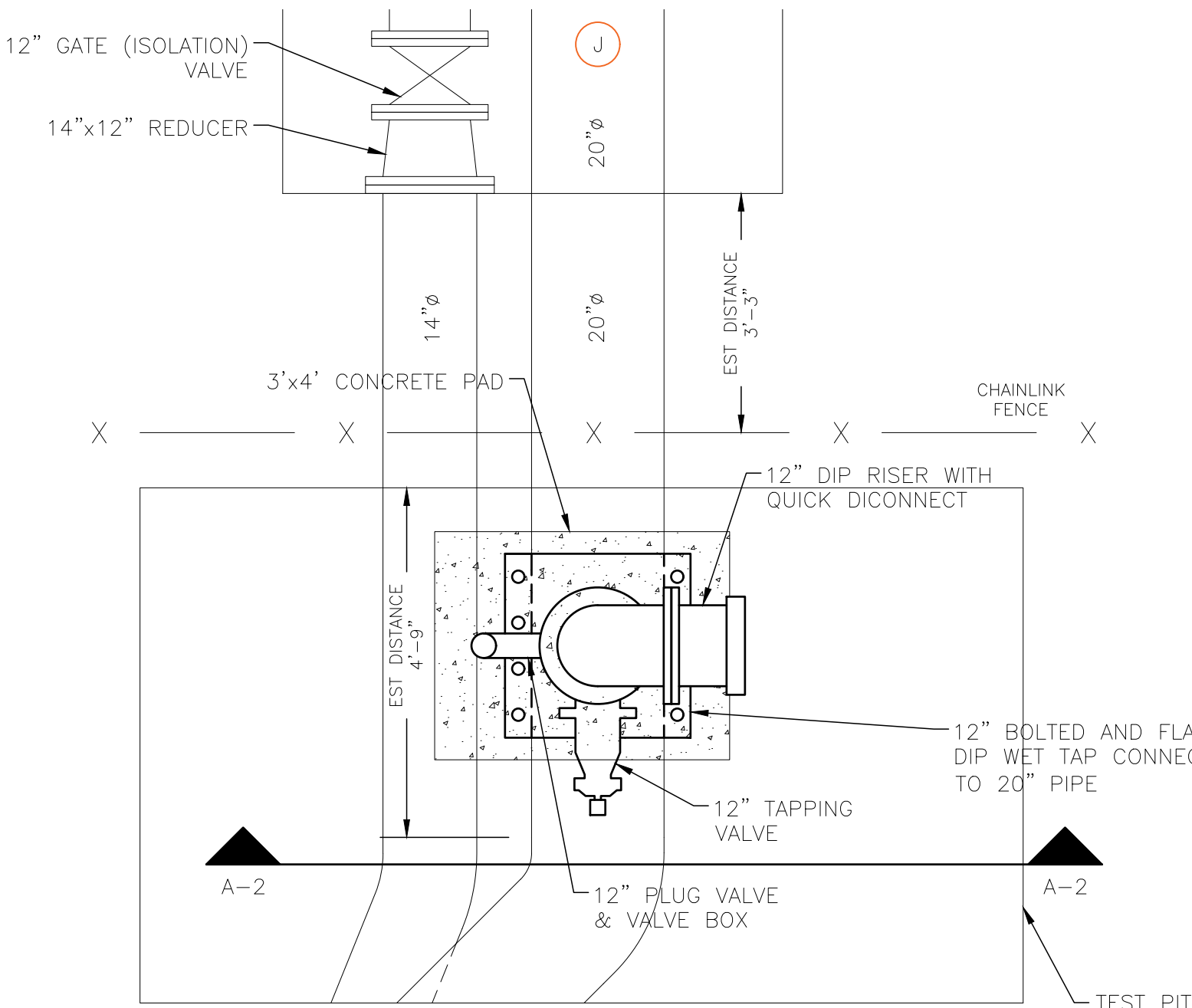
ROGERS ROAD PS BUILDING & BYPASS LOCATION



ROGERS ROAD PS FENCELINE



EXISTING ROGERS ROAD PS MID LEVEL
(EL 624.50)
SCALE: NTS

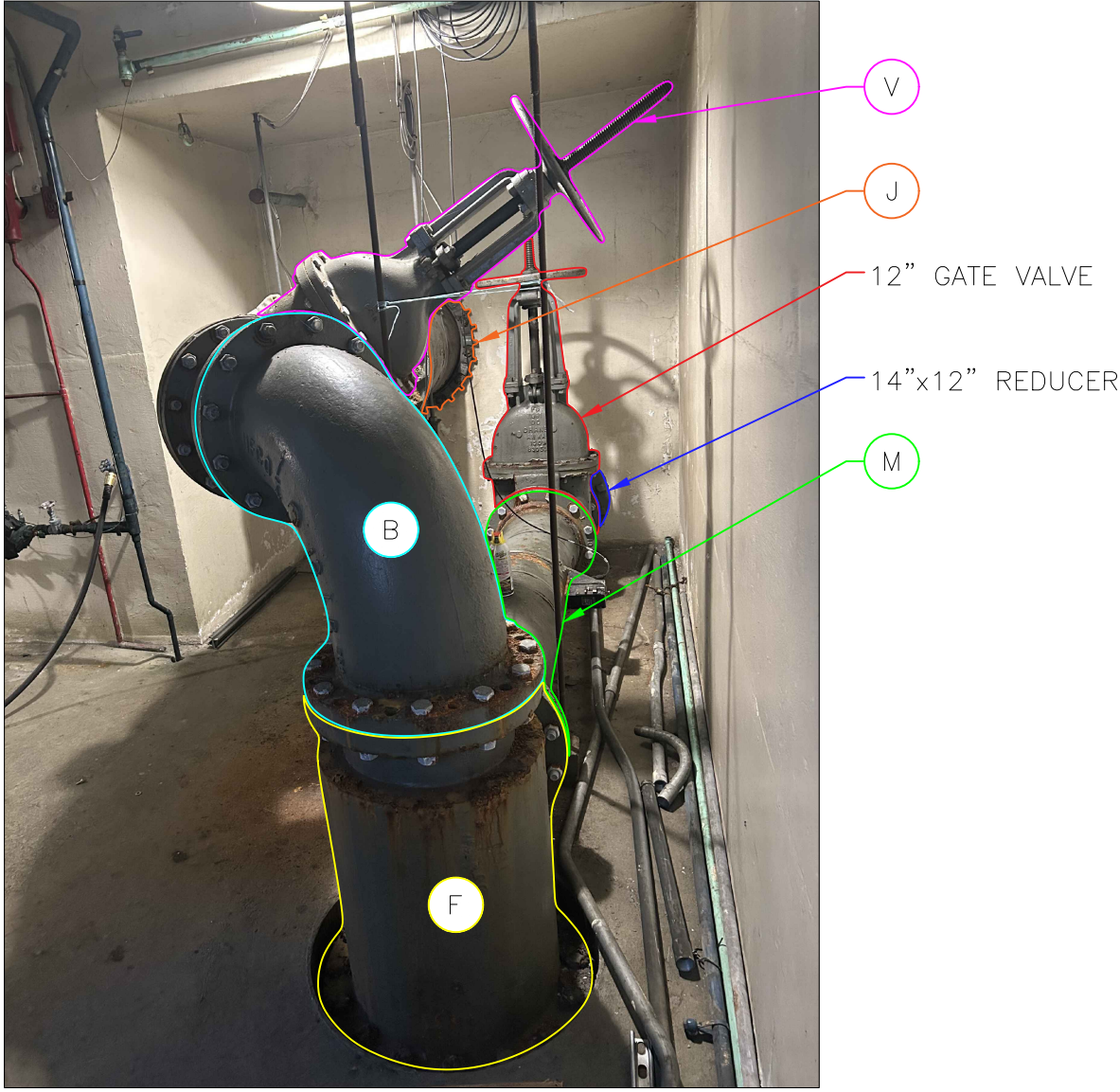


BYPASS RISER ASSEMBLY
SCALE: 1/2" = 12"

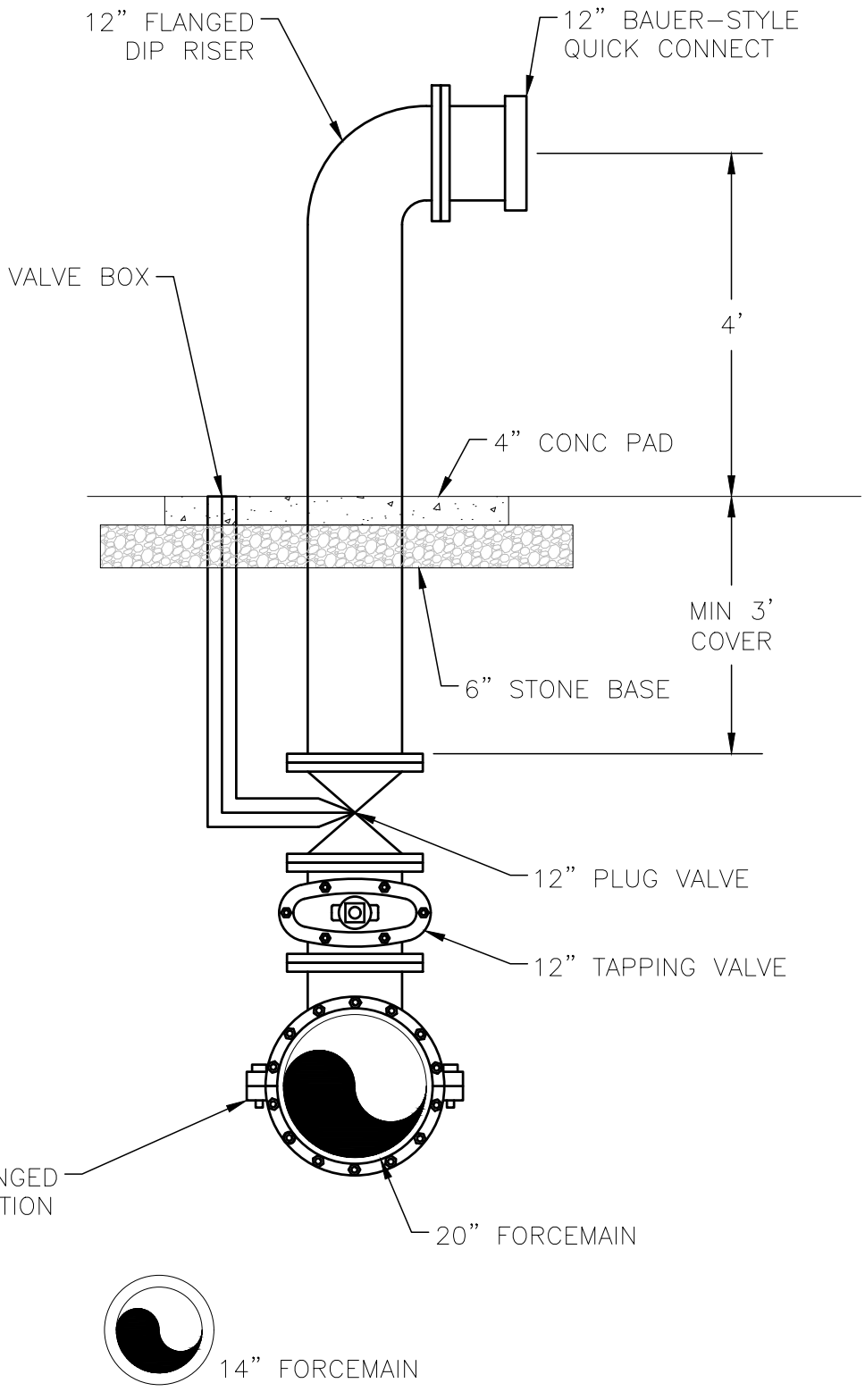
EXISTING VALVES AND PIPING

TAG	DESCRIPTION
B	12"-125# C.I. L.R. 90° ELL.
D	12"-125# C.I. 45° ELL.
F	16"x12"x12"-125# RED. TEE
G	20"x12"-125# C.I. CON. RED.
J	20"x48"L.G. F. TO P.E. C.I. PIPE
M	12"x64"L.G. F. TO F. C.I. PIPE
V	12"-125# GATE VALVE

KEY



EXISTING ISOLATION VALVES



SECTION A-2
SCALE: 1/2" = 12"

SEQUENCE STEP #1 – BYPASS INSTALLATION – GENERAL NOTES

1. BYPASS RISER MUST BE INSTALLED BEFORE ANY OTHER WORK CAN BE PERFORMED.
2. TEST PITS AND COORDINATION WITH OWNER SHOULD BE USED TO IDENTIFY THE BEST LOCATION FOR A WET TAP AND THE 20-IN FORCE MAIN OUTSIDE THE STATION. ESTIMATED DEPTH IS 3 TO 4 FEET BASED ON DEPTH INSIDE THE BUILDING.
3. ARROWS ON THE STATION ROUGHLY INDICATE THE LOCATION OF UNDERGROUND PIPING AT THE STATION. TEST PITS SHOULD BE USED TO ACCURATELY LOCATE THE 20-INCH PIPING, WHICH WILL RECEIVE THE WET TAP, AS WELL AS THE 14-INCH FORCE MAIN TO ENSURE THAT IT WILL NOT CONFLICT WITH THE BYPASS PIPING LAYOUT.
4. COORDINATE WITH THE OWNER REGARDING THE BURIED VALVE OPERATOR.
5. THIS WORK MUST BE DONE DURING PERIODS OF LOW FLOW FOR THE CONVEYANCE SYSTEM. COORDINATE TIMING WITH OWNER.
6. SEE SPECIFICATIONS FOR LIMITATIONS RELATED TO THE WORK INVOLVED IN THIS STEP.

NOTE:
THE CONTRACTOR IS ADVISED A TRENCH SHIELD AND/OR SHORING DESIGNED IN ACCORDANCE WITH OSHA STANDARDS SHALL BE USED IN ALL OPEN TRENCH EXCAVATIONS.

PRINTED 7-21-2026

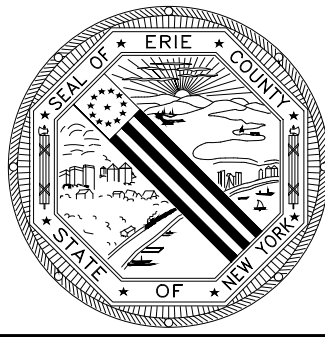
LOT 30, TOWNSHIP 9, RANGE 8

STANDARD NOTES:
1. SFR, SELECT FILL REQUIRED, TO BE NO. 2 CRUSHER RUN STONE.
2. R IN PROFILE DENOTES RISER, FINAL LOCATION TO BE DETERMINED IN THE FIELD.
3. 'R' IN PLAN VIEW DENOTES TREE REMOVAL AND REPLACEMENT 1 FOR 1 OR 2 FOR 1 ACCORDING TO SIZE OF TREE REMOVED.
4. 'R1' DENOTES TREE REMOVAL & REPLACEMENT 1 FOR 1 ONLY.
5. 'R2' DENOTES TREE REMOVAL WITH NO REPLACEMENT.
6. 'T' IN PLAN VIEW DENOTES TREE TUNNEL.
7. CONTRACTOR SHALL TIE DOWN PROPERTY IRONS PRIOR TO CONSTRUCTION AND ACCURATELY REPLACE THOSE DISTURBED.
8. ALL PIPE MUST BE SDR-35 P.V.C. UNLESS OTHERWISE NOTED.

STANDARD NOTES (CON'T):
9. CONSTRUCTION AND TESTING TO CONFORM TO ERIE COUNTY SEWER DISTRICT RULES & REGULATIONS.
10. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS.
11. CONTRACTOR IS RESPONSIBLE FOR VERIFYING, LOCATING AND PROTECTION OF ALL UTILITIES INCLUDING UNDERGROUND UTILITIES AND STRUCTURES.
12. SEWER TESTING TO BE IN ACCORDANCE WITH E.C.S.D. CONSTRUCTION SPECIFICATIONS AND STANDARDS.
13. ● DENOTES SOIL BORE.
14. 'W.T.' DENOTES WATERTIGHT M.H. ASSEMBLY REQ(SPEC.01020)
15. PROPERTY LINES ARE FOR VISUAL PURPOSES ONLY.

REVISIONS				
NO.	BY	DATE	DESCRIPTION	
1	JDG	7/2026	BID SET	

ALTERATION OF THIS DOCUMENT EXCEPT AS PROVIDED BY SECTION 7209 IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW



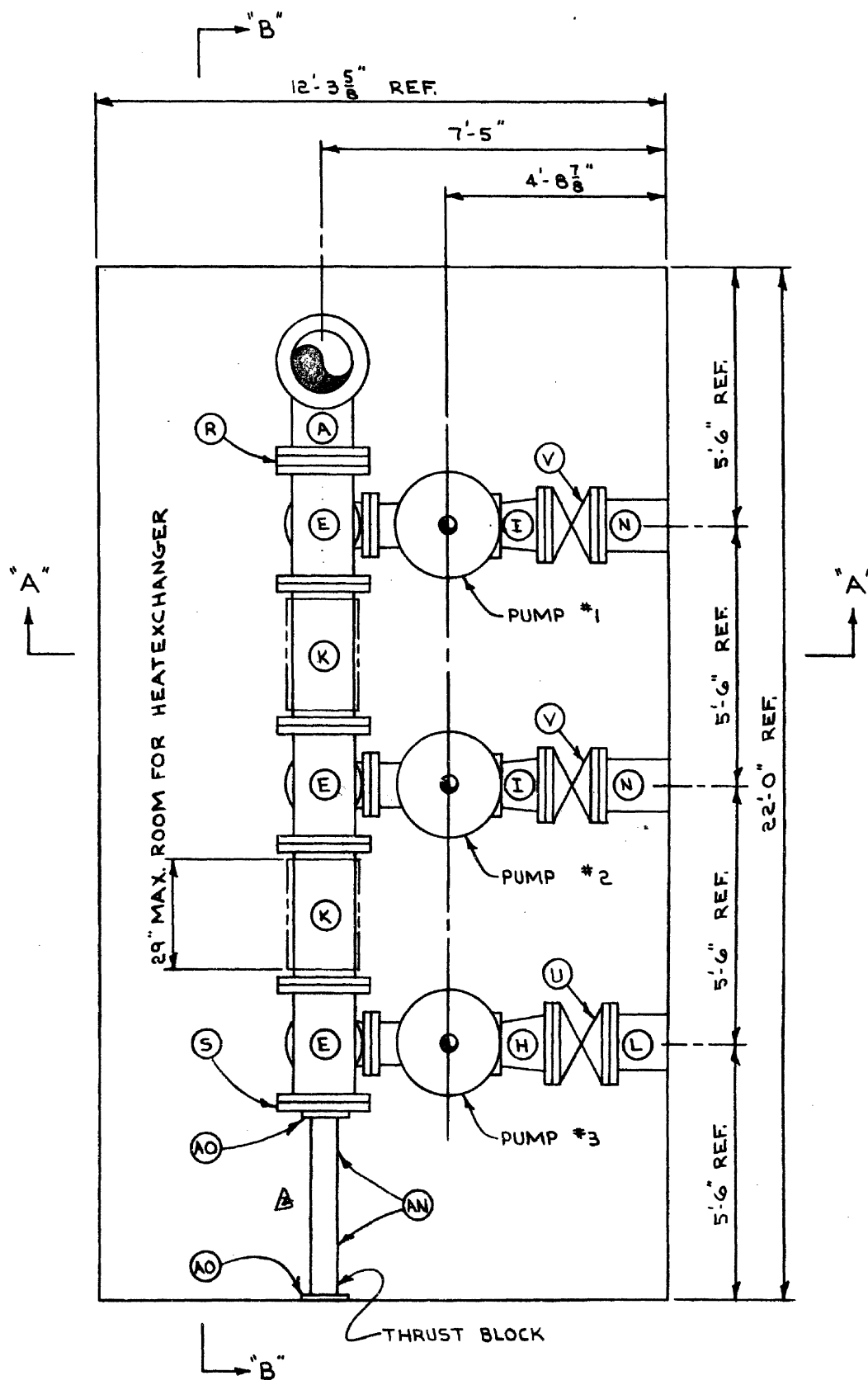
ERIE COUNTY
DEPT. OF ENVIRONMENT AND PLANNING
DIVISION OF SEWERAGE MANAGEMENT
95 FRANKLIN ST. BUFFALO, N.Y. 14202

DRAWN BY: JDG
CHECKED BY: MLP
DATE: JULY/2026
SCALE: AS NOTED
FILE NAME: Rogers Rd Pump Replacement

Erie County Sewer District No. 3
Town of Hamburg
Contract 93
SEQUENCE STEP #1 – BYPASS INSTALLATION

SHEET NO.
1
OF 4

ROGERS ROAD PUMPING STATION BYPASS ASSEMBLY INSTALLATION
AND PUMPING REPLACEMENTS
SEQUENCE STEP #3 – WORK DURING BYPASS



EXISTING ROGERS ROAD PS LOWEST LEVEL
(EL 611.50)
SCALE: NTS

EXISTING PUMPS, VALVES, PIPING, & SUPPORTS	
TAG	DESCRIPTION
A	16"–125# C.I. L.R. 90° ELL.
E	16"x16"x12"–125# RED. TEE
H	14"x10"–125# C.I. ECC. RED.
I	12"x10"–125# C.I. ECC. RED.
K	16"x35 3/4" LG. F. TO F. C.I. PIPE
L	14"x24" LG. F. TO P.E. C.I. PIPE
N	12"x27" LG. F. TO P.E. C.I. PIPE
R	2 1/2" C.I. SPACER PLATE (16"–125#)
S	16"–150# F.F. BLIND FLG
U	14"–125# GATE VALVE
V	12"–125# GATE VALVE
AN	6" SCH. 40 C.S. PIPE
AO	12" SQX 1/2" PLATE

KEY



EXISTING PIPING WITH HEAT EXCHANGERS

- SEQUENCE STEP #3 – TWO (2) JACKET HEAT EXCHANGERS REMOVAL
1. THIS WORK MUST BE PERFORMED AFTER THE OWNER SETS UP BYPASSING UNDER SEQUENCE STEP #2.
 2. JACKET HEAT EXCHANGER PIECES ARE TO BE REMOVED AND REPLACED WITH IN-KIND SPOOL PIECES FROM FLANGE TO FLANGE. NO ADJUSTMENT IN DISTANCES SHALL BE MADE.
 3. TEMPORARY SUPPORTS FOR PIPING NOT BEING REPLACEMENT MUST BE SUPPLIED AND INSTALLED BY THE CONTRACTOR.
 4. TEMPORARY PIPING SUPPORTS SHALL NOT BE REMOVED UNTIL ALL PIPING, THRUST BLOCK AND PERMANENT SUPPORTS ARE PROPERLY INSTALLED.
 5. SEE SPECIFICATIONS FOR COORDINATION WITH OWNER AND LIMITATIONS RELATED TO THE WORK INVOLVED IN THIS STEP.
 6. SEE SPECIFICATIONS FOR PRODUCT AND MATERIALS INFORMATION.

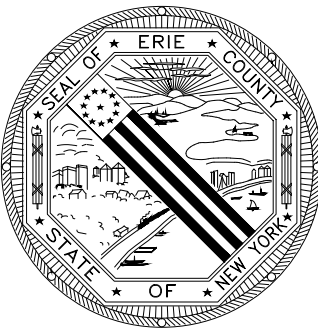
PRINTED 7-21-2026

STANDARD NOTES:
1. SFR, SELECT FILL REQUIRED, TO BE NO. 2 CRUSHER RUN STONE.
2. R IN PROFILE DENOTES RISER, FINAL LOCATION TO BE DETERMINED IN THE FIELD.
3. 'R' IN PLAN VIEW DENOTES TREE REMOVAL AND REPLACEMENT 1 FOR 1 OR 2 FOR 1 ACCORDING TO SIZE OF TREE REMOVED.
4. 'R1' DENOTES TREE REMOVAL & REPLACEMENT 1 FOR 1 ONLY.
5. 'R2' DENOTES TREE REMOVAL WITH NO REPLACEMENT.
6. 'T' IN PLAN VIEW DENOTES TREE TUNNEL.
7. CONTRACTOR SHALL TIE DOWN PROPERTY IRONS PRIOR TO CONSTRUCTION AND ACCURATELY REPLACE THOSE DISTURBED.
8. ALL PIPE MUST BE SDR-35 P.V.C. UNLESS OTHERWISE NOTED.

STANDARD NOTES (CON'T):
9. CONSTRUCTION AND TESTING TO CONFORM TO ERIE COUNTY SEWER DISTRICT RULES & REGULATIONS.
10. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS.
11. CONTRACTOR IS RESPONSIBLE FOR VERIFYING, LOCATING AND PROTECTION OF ALL UTILITIES INCLUDING UNDERGROUND UTILITIES AND STRUCTURES.
12. SEWER TESTING TO BE IN ACCORDANCE WITH E.C.S.D. CONSTRUCTION SPECIFICATIONS AND STANDARDS.
13. 'S' DENOTES SOIL BORE.
14. 'W.T.' DENOTES WATERTIGHT M.H. ASSEMBLY REQ(SPEC.01020)
15. PROPERTY LINES ARE FOR VISUAL PURPOSES ONLY.

REVISIONS			
NO.	BY	DATE	DESCRIPTION
1	JDG	7/2026	BID SET

ALTERATION OF THIS DOCUMENT EXCEPT AS PROVIDED BY SECTION 7209 IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW



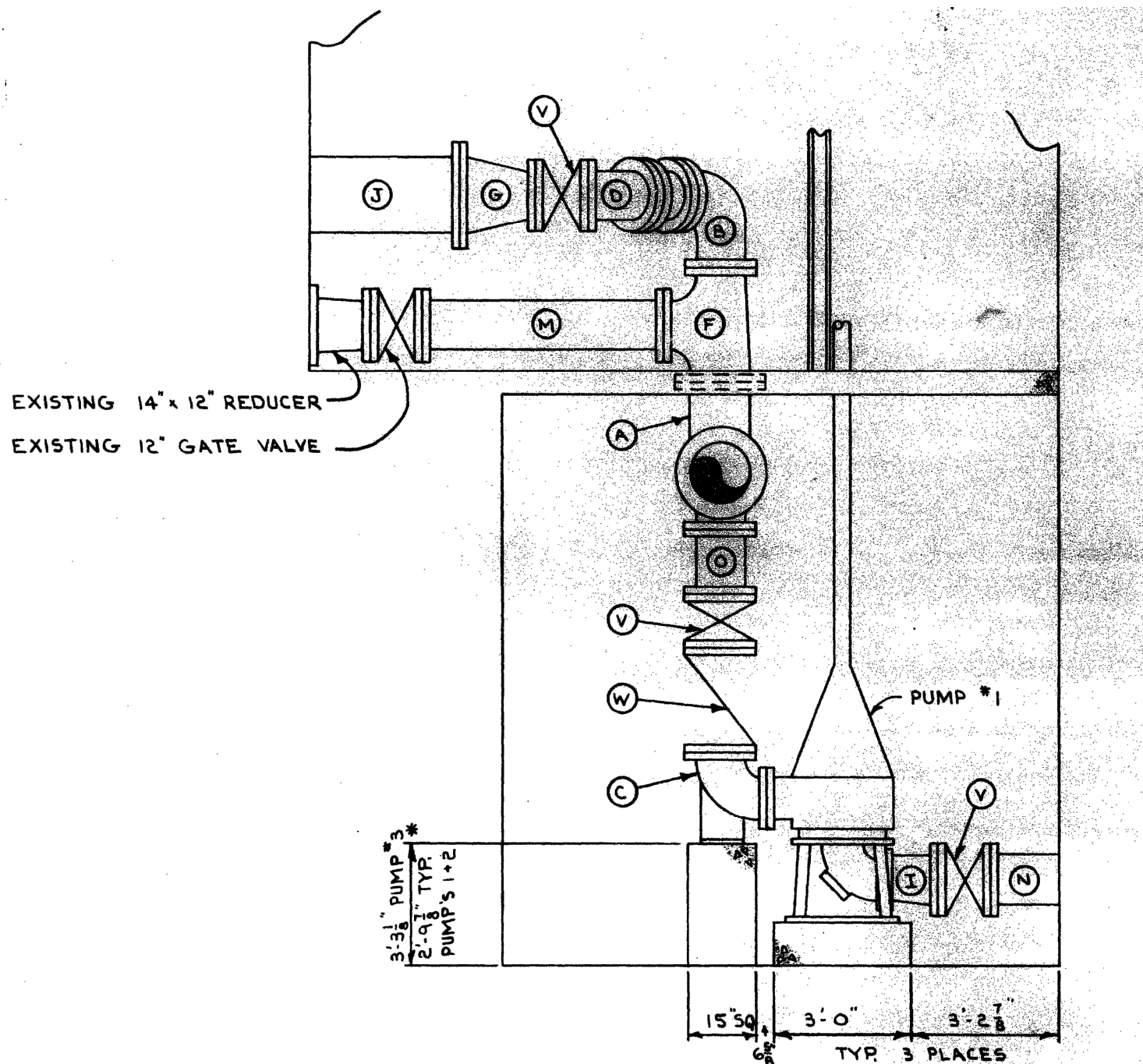
ERIE COUNTY
DEPT. OF ENVIRONMENT AND PLANNING
DIVISION OF SEWERAGE MANAGEMENT
95 FRANKLIN ST. BUFFALO, N.Y. 14202

DRAWN BY: JDG
CHECKED BY: MLP
DATE: JULY/2026
SCALE: AS NOTED
FILE NAME: Rogers Rd. Pump Replacement

Erie County Sewer District No. 3
Town of Hamburg
Contract 93
SEQUENCE STEP #3 –
WORK DURING BYPASS

SHEET NO.
2
OF 4

ROGERS ROAD PUMPING STATION BYPASS ASSEMBLY INSTALLATION
AND PUMPING REPLACEMENTS
SEQUENCE STEP #4 – WORK DURING BYPASS



EXISTING SECTION A-A
SCALE: NTS

EXISTING PUMPS, VALVES, PIPING, & SUPPORTS	
TAG	DESCRIPTION
A	16"–125# C.I. L.R. 90° ELL.
B	12"–125# C.I. L.R. 90° ELL.
C	12"x10"–125# C.I. S.R. RED. 90° BASE ELL.
D	12"–125# C.I. 45° ELL.
E	16"x16"x12"–125# RED. TEE
F	16"x12"x12"–125# RED. TEE
G	20"x12"–125# C.I. CON. RED.
I	12"x10"–125# C.I. ECC. RED.
J	20"x48"LG. F. TO P.E. C.I. PIPE
M	12"x64½"LG. F. TO F. C.I. PIPE
N	12"x27"LG. F. TO P.E. C.I. PIPE
O	12"x14½"LG. F. TO P.E. C.I. PIPE
V	12"–125# GATE VALVE
W	12"–125# CHECK VALVE

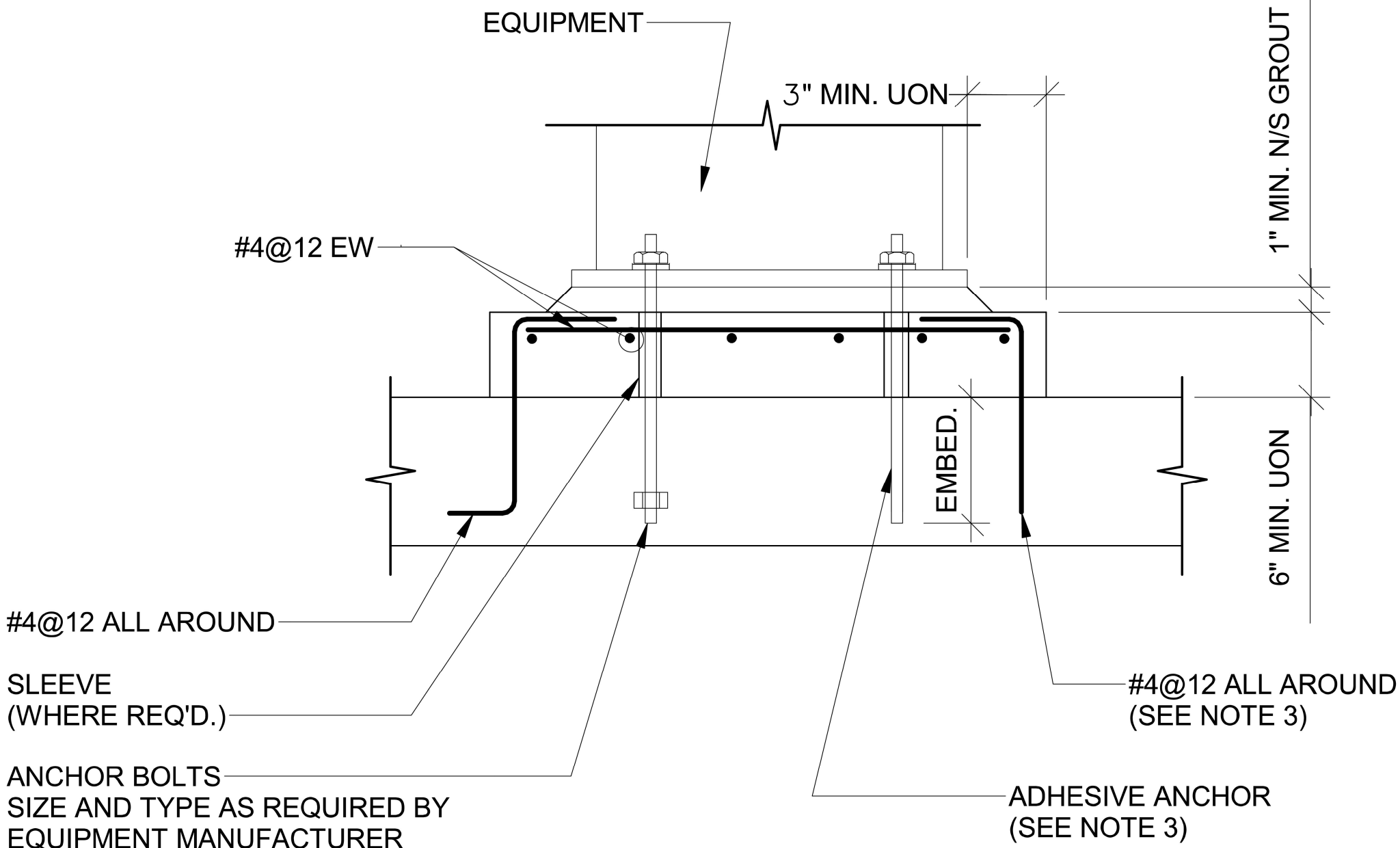
KEY



EXISTING PUMP VALVES AND SPOOL PIECES
(SEE NOTES 2 AND 3)



EXISTING PUMP NO. 1 VALVE DIRECTION
(SEE NOTE 4)



TYPICAL EQUIPMENT PAD DETAIL
SCALE: NTS

- SEQUENCE STEP #4 – MOVE THREE (3) DISCHARGE PUMP ISOLATION VALVES
1. THIS WORK MUST BE PERFORMED AFTER THE OWNER SETS UP BYPASSING UNDER SEQUENCE STEP #2.
 2. EACH SPOOL PIECE "O" AND SPOOL PIECE "Q" MUST BE BELOW GATE VALVES "V" FOR POSSIBLE LENGTH/ HEIGHT MODIFICATION OF EACH SPOOL PIECE DURING PUMP INSTALLATION (STEP #6), USING "V" VALVE FOR ISOLATION OF EACH PUMP BY TURN.
 3. REDUCING TEES "E" (SHOWN IN STEP #6) MUST REMAIN IN THE SAME LOCATION AND ELEVATION AS EXISTING AFTER GATE VALVE IS MOVED.
 4. AFTER BEING MOVED TO NEXT TO THE REDUCING TEE, EACH VALVE "V" MUST BE ROTATED TO A NEW POSITION THAT WILL NOT CONFLICT WITH THE NEW MOTORS. NEW POSITION SHALL NOT CREATE A HAZARD OR OBSTRUCTION TO MOVEMENT OR EQUIPMENT MAINTENANCE. COORDINATE FINAL ROTATED POSITION WITH OWNER.
 5. TEMPORARY SUPPORTS FOR PIPING NOT BEING REPLACEMENT MUST BE SUPPLIED AND INSTALLED BY THE CONTRACTOR.
 6. TEMPORARY PIPING SUPPORTS SHALL NOT BE REMOVED UNTIL ALL PIPING, THRUST BLOCK AND PERMANENT SUPPORTS ARE PROPERLY INSTALLED.
 7. SEE SPECIFICATIONS FOR COORDINATION WITH OWNER AND LIMITATIONS RELATED TO THE WORK INVOLVED IN THIS STEP.

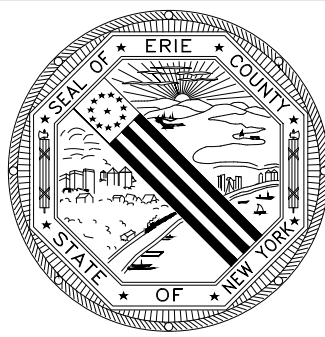
PRINTED 7–21–2026

STANDARD NOTES:
1. SFR, SELECT FILL REQUIRED, TO BE NO. 2 CRUSHER RUN STONE.
2. R IN PROFILE DENOTES RISER, FINAL LOCATION TO BE DETERMINED IN THE FIELD.
3. 'R' IN PLAN VIEW DENOTES TREE REMOVAL AND REPLACEMENT 1 FOR 1 OR 2 FOR 1 ACCORDING TO SIZE OF TREE REMOVED.
4. 'R1' DENOTES TREE REMOVAL & REPLACEMENT 1 FOR 1 ONLY.
5. 'R2' DENOTES TREE REMOVAL WITH NO REPLACEMENT.
6. 'T' IN PLAN VIEW DENOTES TREE TUNNEL.
7. CONTRACTOR SHALL TIE DOWN PROPERTY IRONS PRIOR TO CONSTRUCTION AND ACCURATELY REPLACE THOSE DISTURBED.
8. ALL PIPE MUST BE SDR-35 P.V.C. UNLESS OTHERWISE NOTED.

STANDARD NOTES (CON'T):
9. CONSTRUCTION AND TESTING TO CONFORM TO ERIE COUNTY SEWER DISTRICT RULES & REGULATIONS.
10. CONTRACTOR TO OBTAIN ALL NECESSARY PERMITS.
11. CONTRACTOR IS RESPONSIBLE FOR VERIFYING, LOCATING AND PROTECTION OF ALL UTILITIES INCLUDING UNDERGROUND UTILITIES AND STRUCTURES.
12. SEWER TESTING TO BE IN ACCORDANCE WITH E.C.S.D. CONSTRUCTION SPECIFICATIONS AND STANDARDS.
13. 'S' DENOTES SOIL BORE.
14. 'W.T.' DENOTES WATERTIGHT M.H. ASSEMBLY REQ(SPEC.01020)
15. PROPERTY LINES ARE FOR VISUAL PURPOSES ONLY.

REVISIONS			
NO.	BY	DATE	DESCRIPTION
1	JDG	7/2026	BID SET

ALTERATION OF THIS DOCUMENT EXCEPT AS PROVIDED BY SECTION 7209 IS A VIOLATION OF THE NEW YORK STATE EDUCATION LAW



ERIE COUNTY
DEPT. OF ENVIRONMENT AND PLANNING
DIVISION OF SEWERAGE MANAGEMENT
95 FRANKLIN ST. BUFFALO, N.Y. 14202

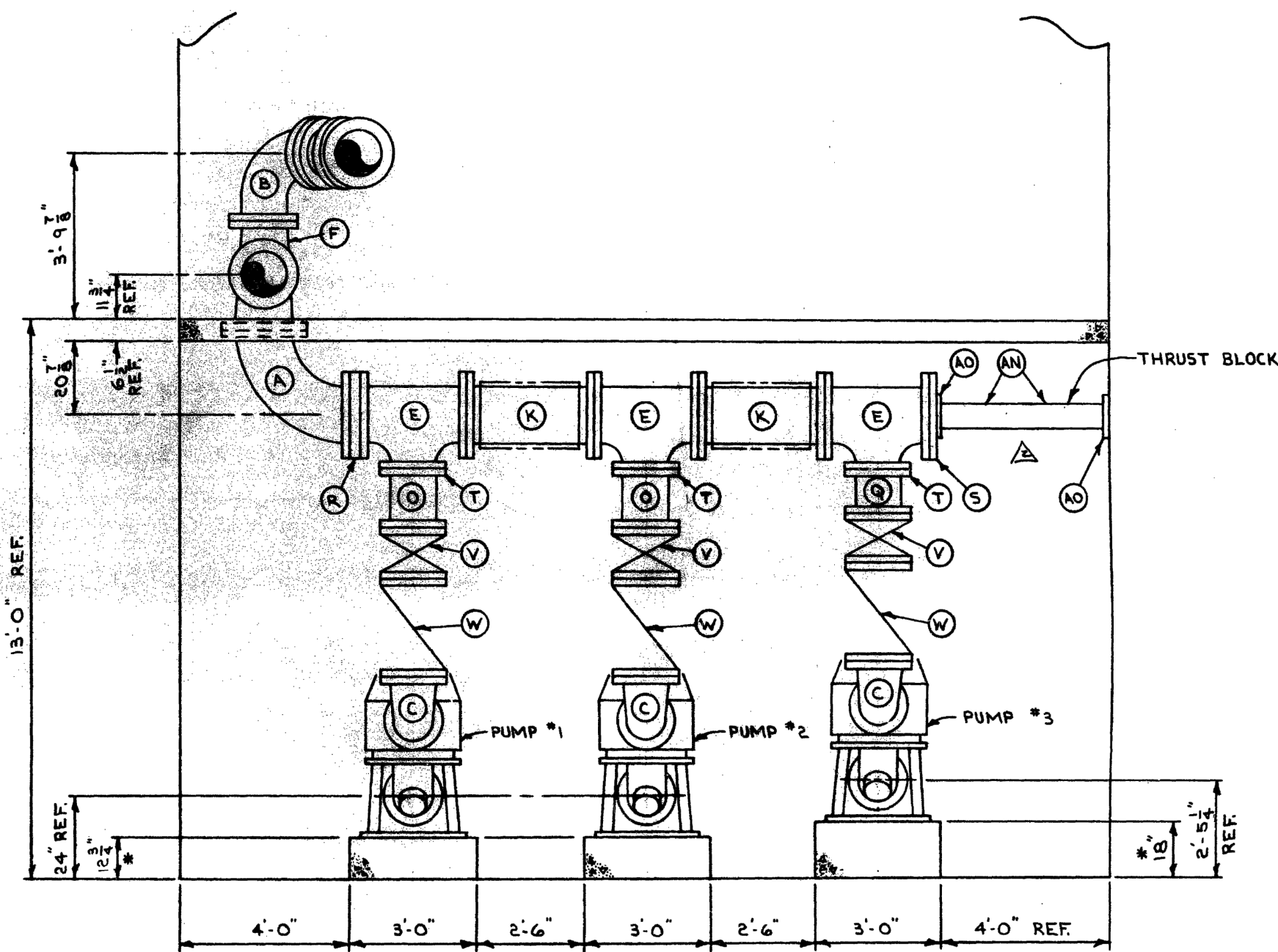
DRAWN BY: JDG
CHECKED BY: MLP
DATE: JULY/2026
SCALE: AS NOTED
FILE NAME: Rogers Rd. Pump Replacement

Erie County Sewer District No. 3
Town of Hamburg
Contract 93
SEQUENCE STEP #4 –
WORK DURING BYPASS

SHEET NO.
3
OF 4

ROGERS ROAD PUMPING STATION BYPASS ASSEMBLY INSTALLATION AND PUMPING REPLACEMENTS

SEQUENCE STEP #6 – PUMP REPLACEMENT

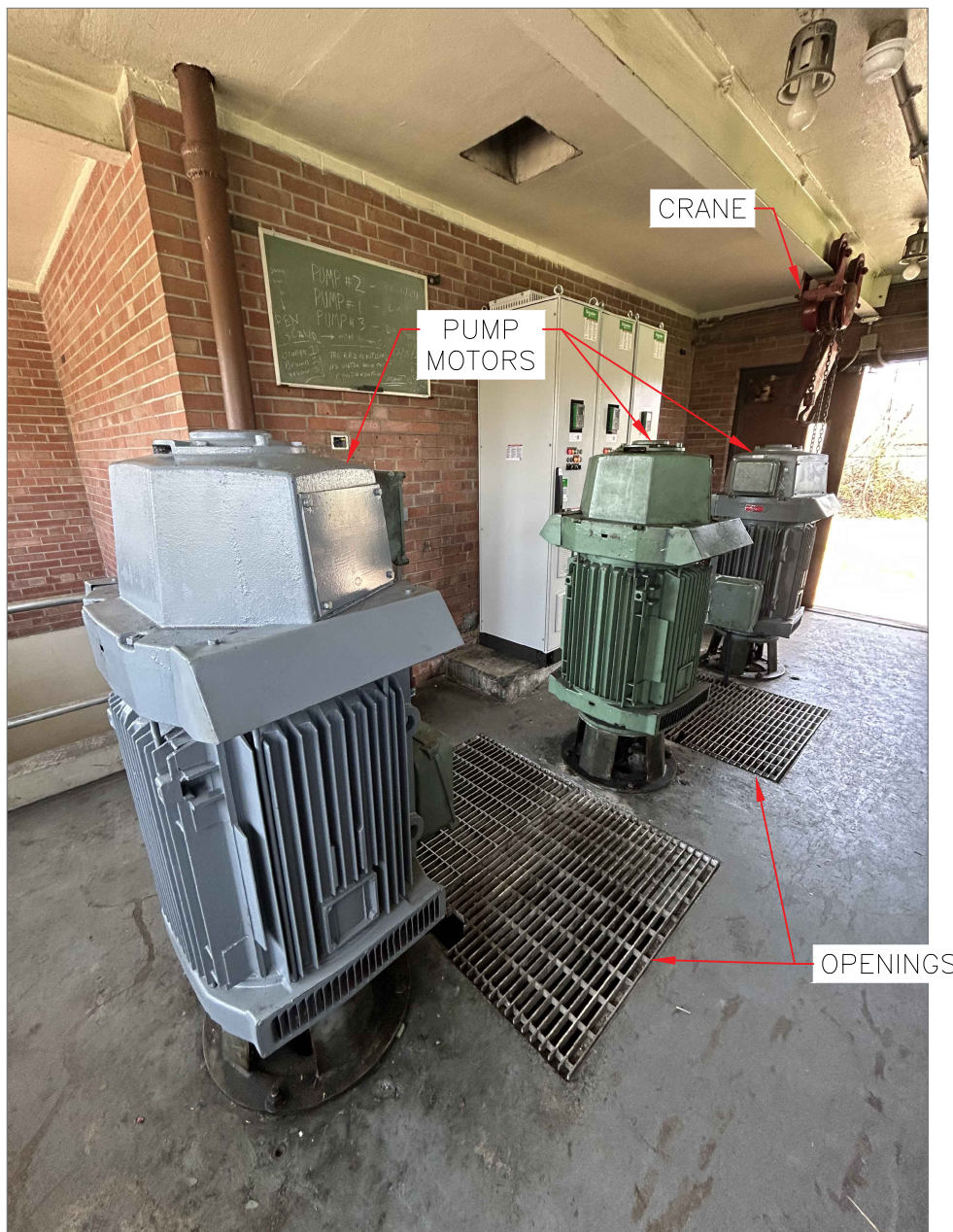


EXISTING SECTION B-B
SCALE: NTS

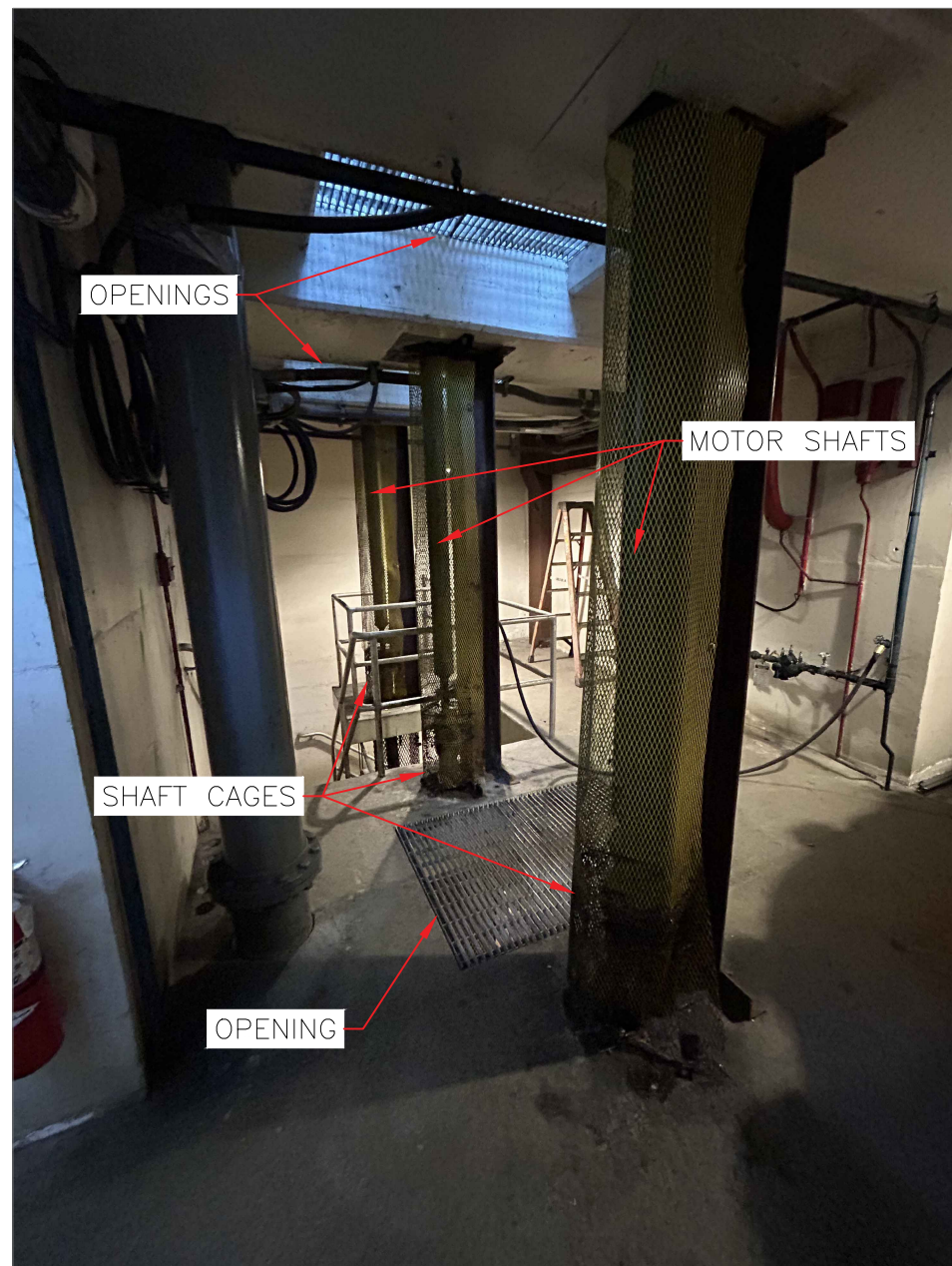
EXISTING PUMPS, VALVES, PIPING, & SUPPORTS

TAG	DESCRIPTION
A	16"-125# C.I. L.R. 90° ELL.
B	12"-125# C.I. L.R. 90° ELL.
C	12"x10"-125# C.I. S.R. RED. 90° BASE ELL.
E	16"x16"x12"-125# RED. TEE
F	16"x12"x12"-125# RED. TEE
I	12"x10"-125# C.I. ECC. RED.
K	16"x35 1/2" LG. F. TO F. C.I. PIPE
N	12"x27" LG. F. TO P.E. C.I. PIPE
O	12"x14 1/2" LG. F. TO P.E. C.I. PIPE
Q	12"x9 1/2" LG. F. TO P.E. C.I. PIPE
R	2 1/2" C.I. SPACER PLATE (16"-125#)
S	16"-150# F.F. BLIND FLG
T	12"-150# UNI-FLG.
V	12"-125# GATE VALVE
W	12"-125# CHECK VALVE
AN	6" SCH. 40 C.S. PIPE
AO	12" SQ 1/2" PLATE

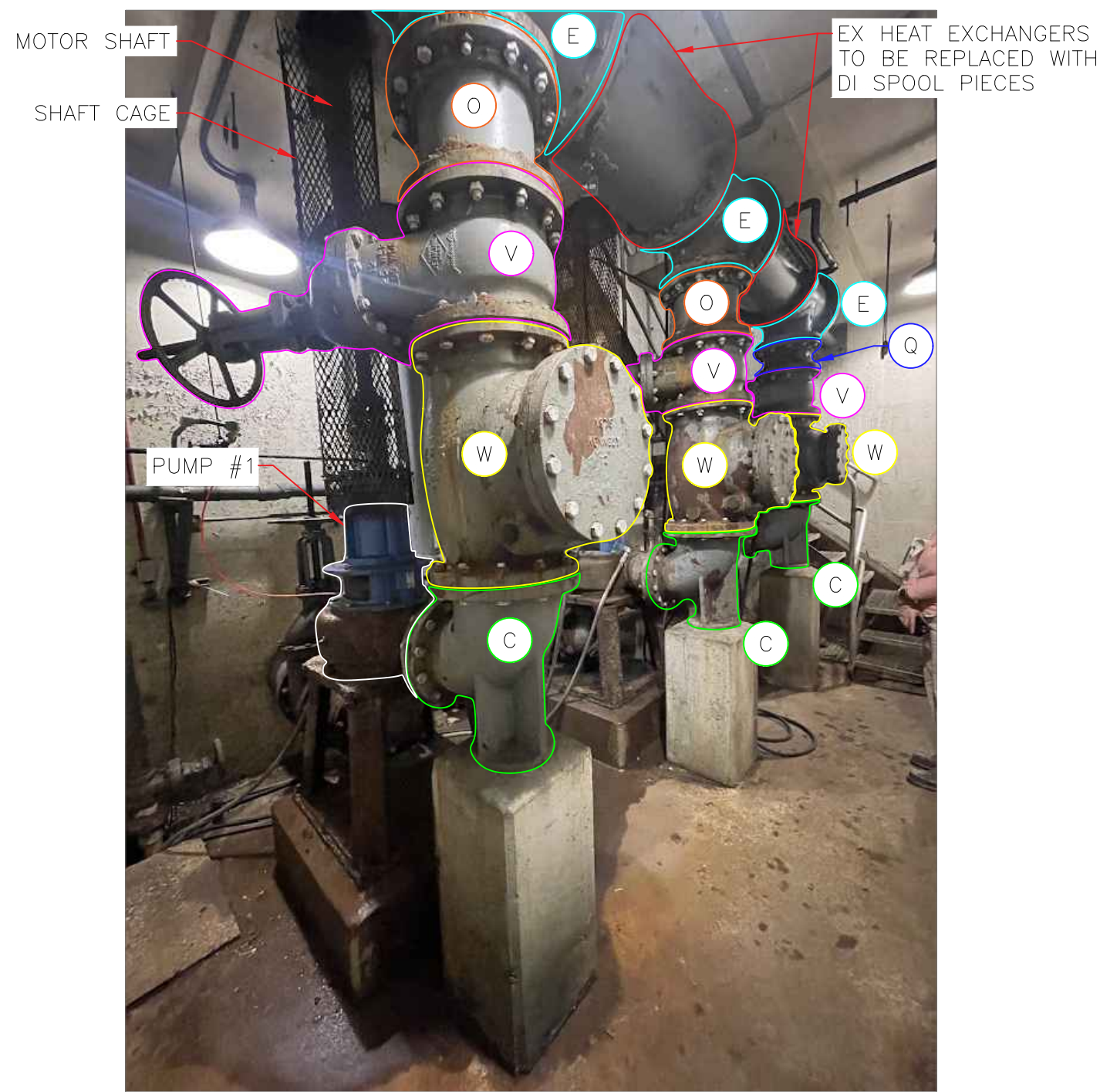
KEY



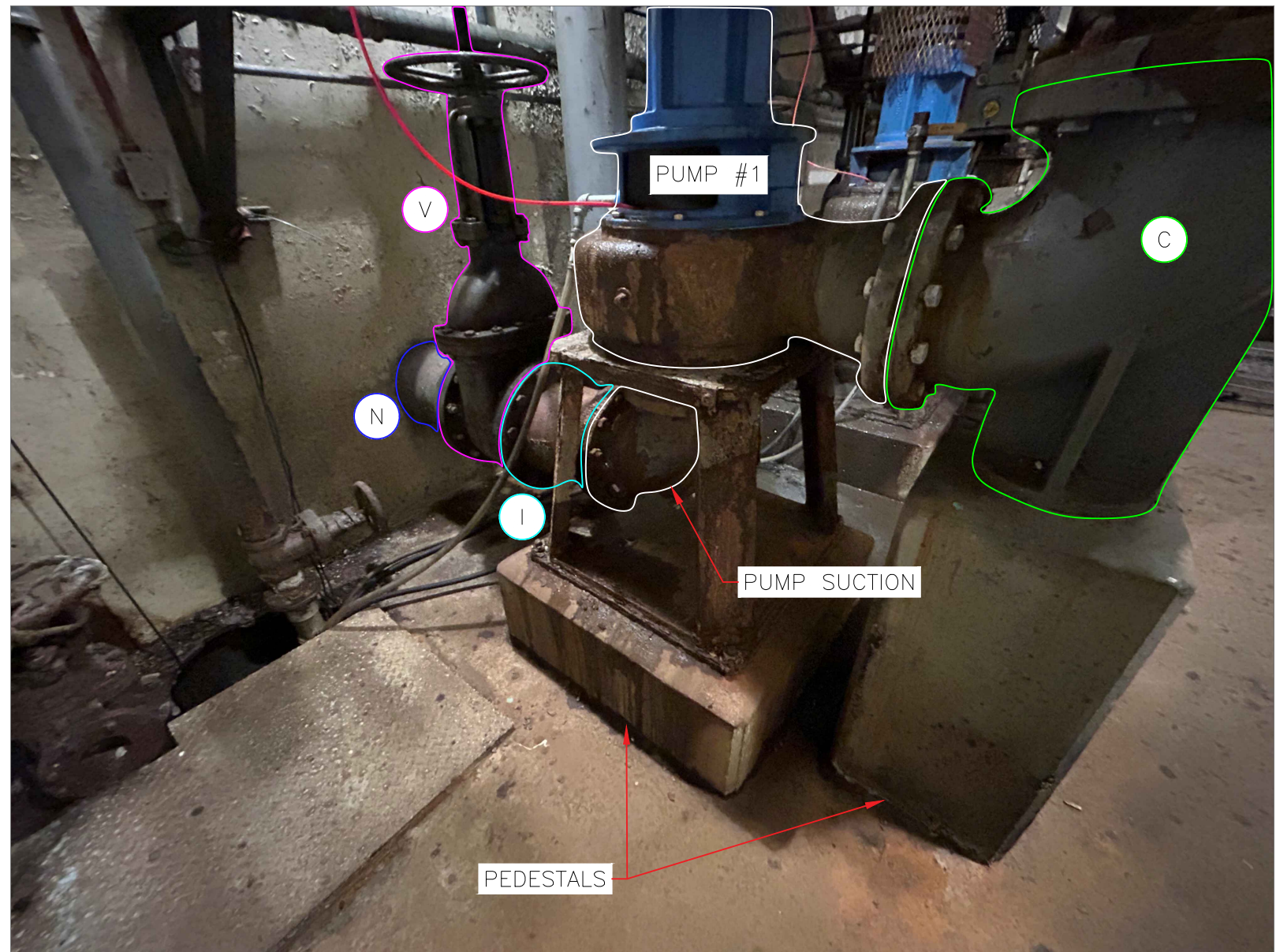
EXISTING PUMP MOTORS
(EL 633.83)
(SEE NOTE 2)



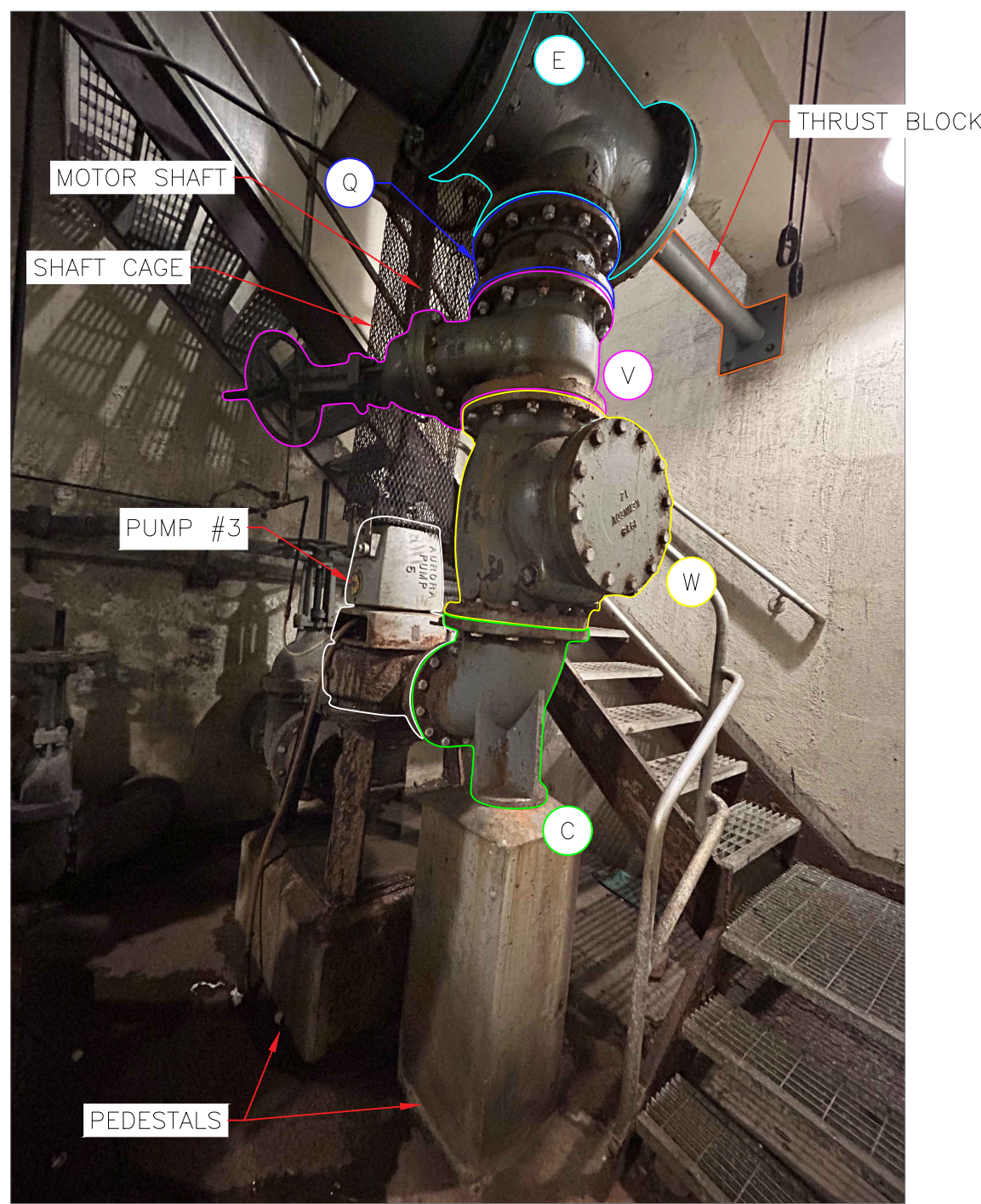
EXISTING MOTOR SHAFTS
(EL 624.50)
(SEE NOTE 2)



EXISTING PUMPS
(EL 611.50)
(SEE NOTES 3, 6, 7, & 8)



EXISTING PUMP MOTOR
AND SUCTION
(SEE NOTES 4, 7, & 8)



EXISTING PUMP #3 TALLER
PEDESTAL
(SEE NOTES 3, 6, 7, & 8)

SEQUENCE STEP #6 – DEMOLISH EACH PUMP AND INSTALL NEW PUMPING SYSTEM

1. THIS WORK MUST BE PERFORMED AFTER THE ISOLATION VALVES ARE MOVED IN SEQUENCE STEP #4 AND THE OWNER STOPS BYPASSING UNDER SEQUENCE STEP #5.
2. PUMPS MUST BE REPLACED ONE AT A TIME. THIS STEP WILL BE PERFORMED THREE (3) TIMES. EACH EXISTING PUMP, SHAFT, MOTORS, AND ASSOCIATED COMPONENTS SHALL BE REMOVED. PUMP ROTATING ASSEMBLIES SHALL BE SALVAGED. CHECK WITH OWNER BEFORE DEMOLITION REGARDING OTHER COMPONENTS. ALL COMPONENTS NOT SALVAGED FOR OWNER SHALL BE DISPOSED OF BY CONTRACTOR.
3. STEP #4 MOVED SPOOL PIECES "O" AND "Q" BELOW GATE VALVES "V".
4. SUCTION SIDE REDUCERS "I", HORIZONTAL VALVES "V", AND PIPING "N" MUST REMAIN IN THE SAME LOCATION AND ELEVATION AS AT THE TIME OF INSTALL.
5. EACH PUMP (PUMP #1 SHOWN PICTORIALLY) WITH MOTOR SHAFT AND MOTOR WILL BE REPLACED COMPLETELY WITH DRYWELL SUBMERSIBLE PUMPS THAT NO LONGER NEED A SHAFT BUT WILL HAVE THE MOTOR PLACED DIRECTLY ABOVE THE PUMP.
6. REDUCING TEES "E" AND NEW LOCATION VERTICAL GATE VALVES "V" MUST REMAIN IN THE SAME LOCATION AND ELEVATION AFTER PUMPS ARE REPLACED.
7. BASE ELBOWS "C" AND CHECK VALVES "W" MAY NEED TO BE RAISED OR LOWERED TO ALIGN PUMP DISCHARGE WITH EXISTING REDUCERS "I". SPOOL PIECE(S) "O" WILL BE REPLACED ACCORDINGLY TO ACCOUNT FOR ANY HEIGHT ADJUSTMENT.
8. ALL EXISTING PUMPS AND ELBOWS ARE ON STANDS, THAT CAN BE REPLACED OR MODIFIED TO MEET CONFIGURATION OF NEW PUMPS. CONCRETE PUMP AND/OR ELBOW BASE(S) MAY NEED TO BE MODIFIED OR REPLACED ACCORDINGLY TO ACCOUNT FOR ANY HEIGHT ADJUSTMENT. SEE SHEET 3 DETAIL FOR NEW CONCRETE SUPPORT.
9. SEE SPECIFICATIONS FOR COORDINATION WITH OWNER AND LIMITATIONS RELATED TO THE WORK INVOLVED IN THIS STEP.
10. SEE SPECIFICATIONS FOR PRODUCT AND MATERIAL INFORMATION.

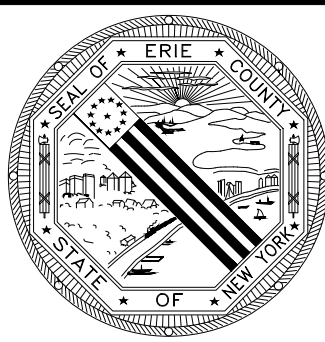
PRINTED 7-21-2026

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REVISIONS				
NO.	BY	DATE	DESCRIPTION	
1	JDG	7/2026	BID SET	

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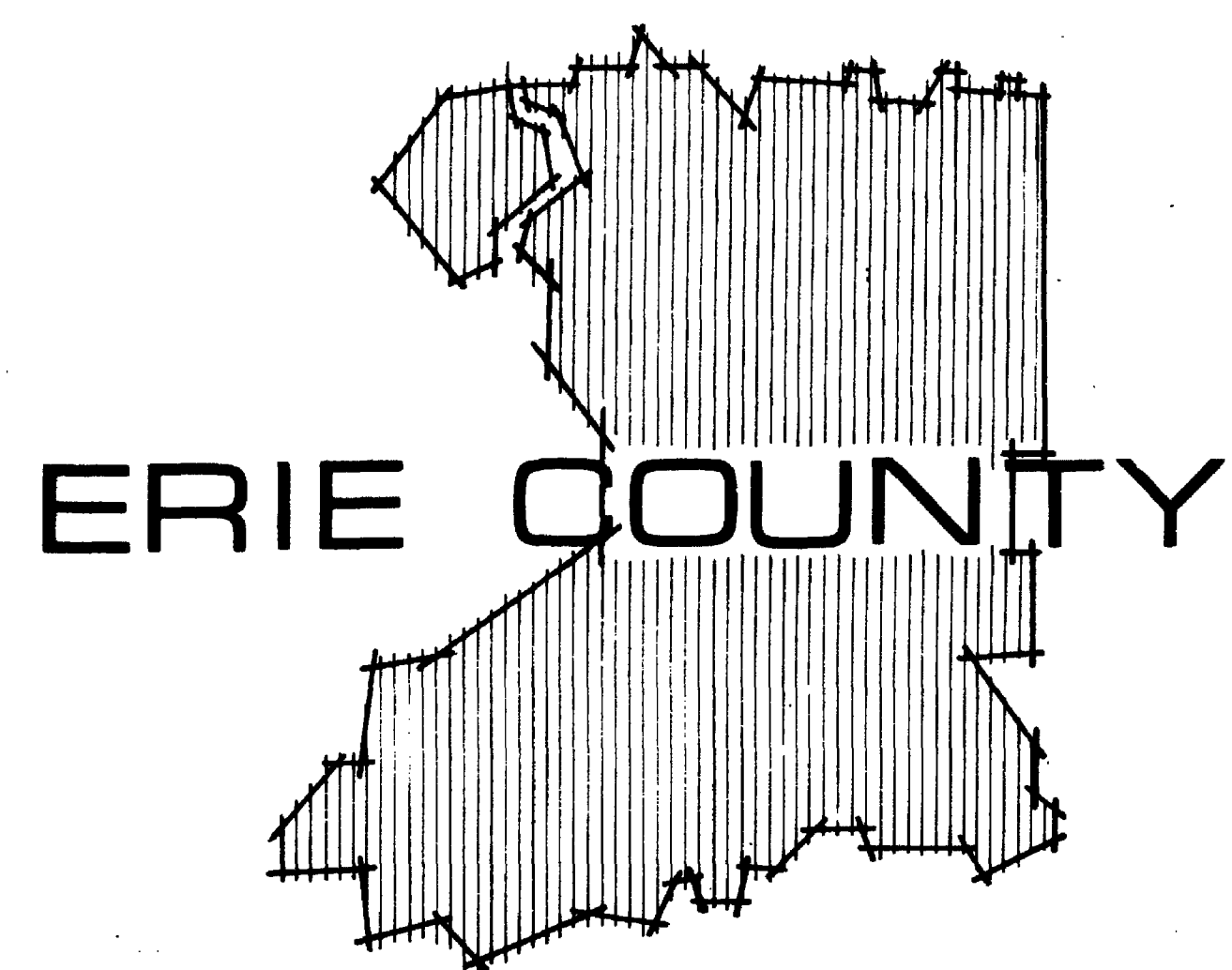
ERIE COUNTY
DEPT. OF ENVIRONMENT AND PLANNING
DIVISION OF SEWERAGE MANAGEMENT
95 FRANKLIN ST. BUFFALO, N.Y. 14202

DRAWN BY: JDG
CHECKED BY: MLP
DATE: JULY/2026
SCALE: AS NOTED
FILE NAME: Rogers Rd. Pump Replacement

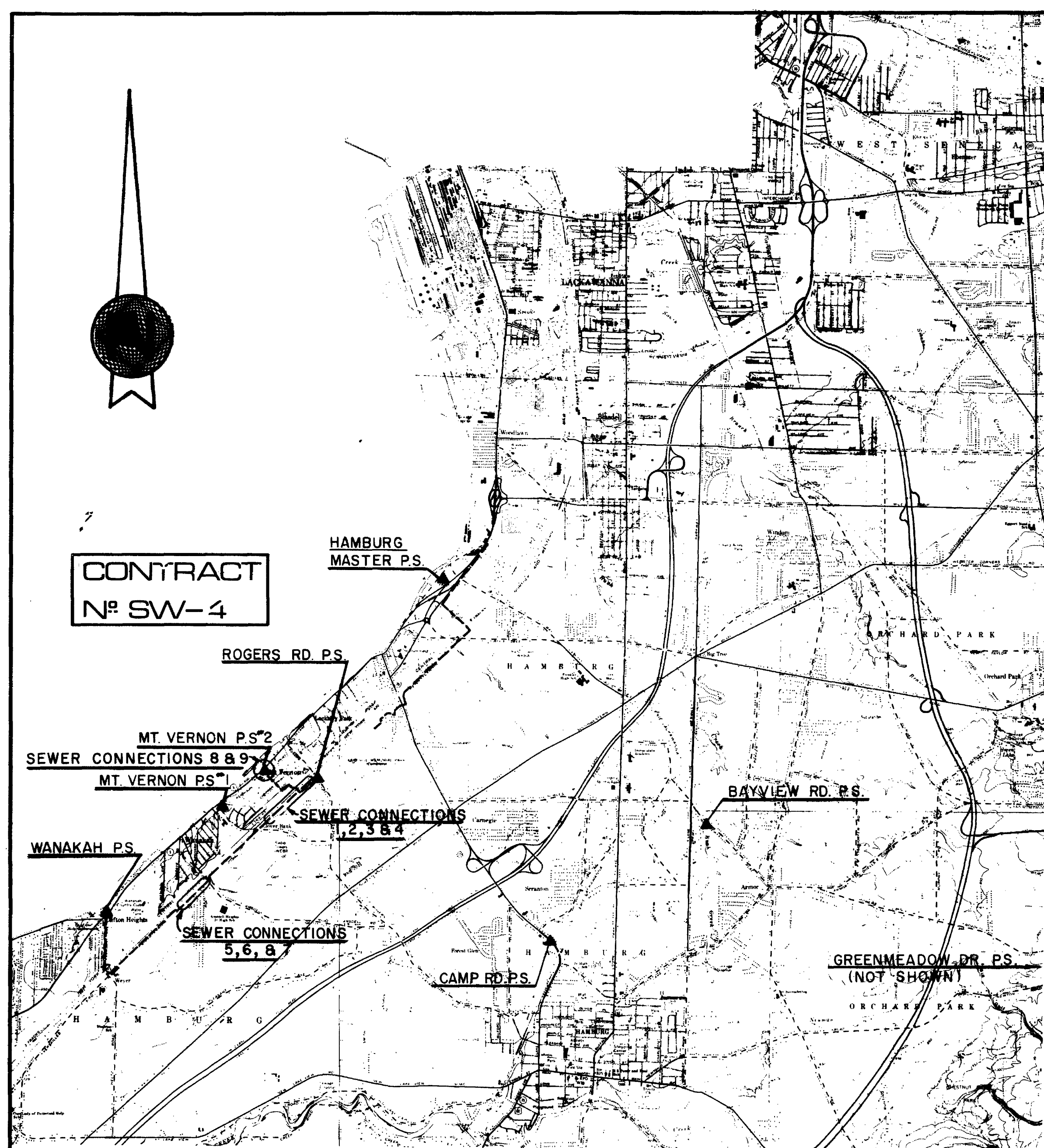
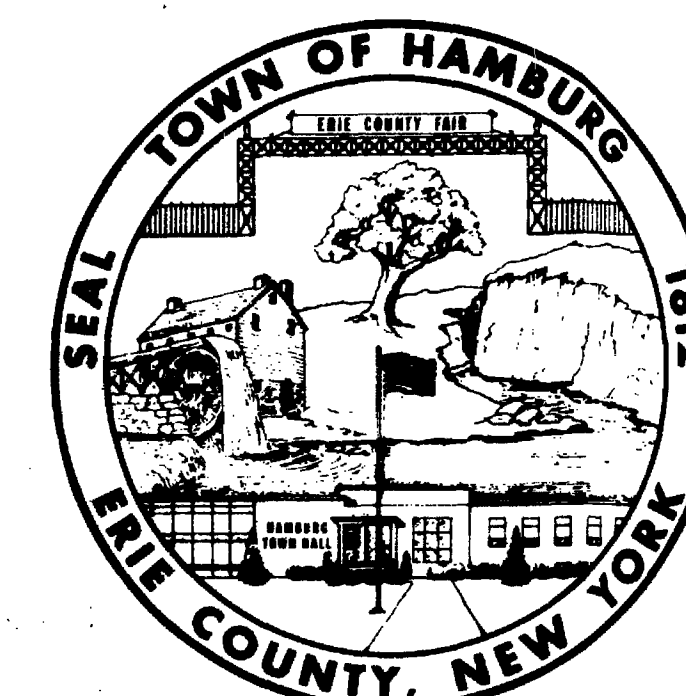
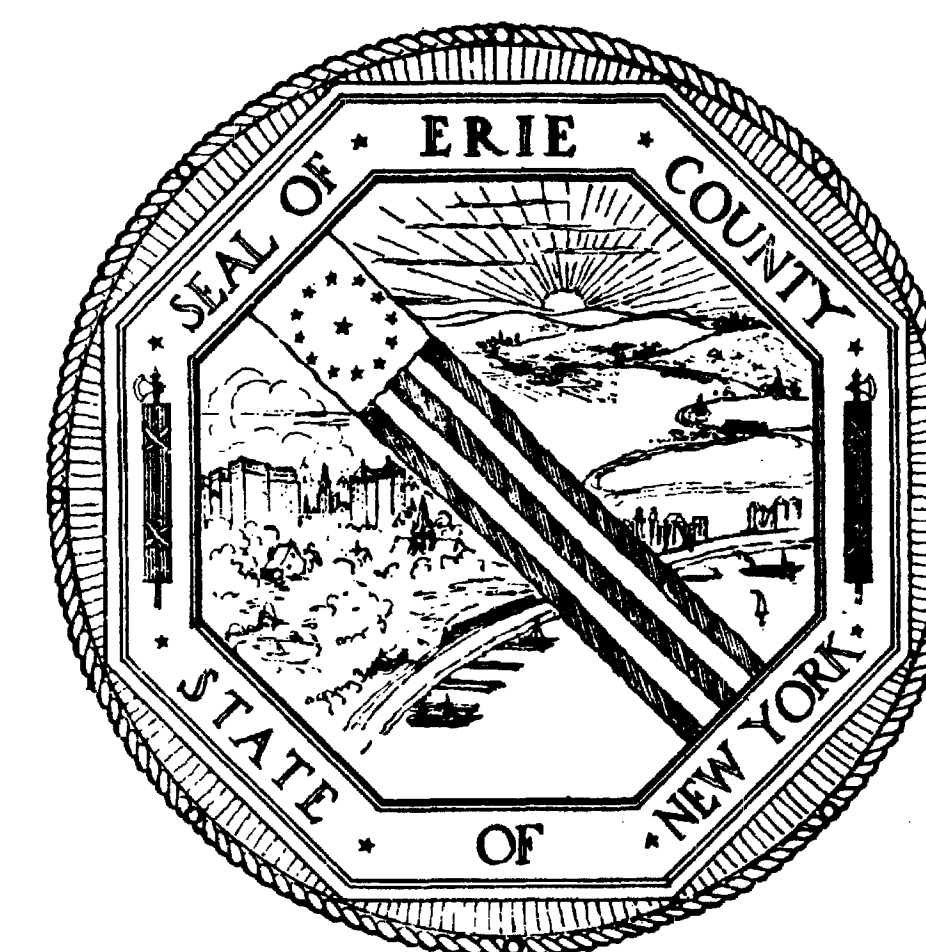
Erie County Sewer District No. 3
Town of Hamburg
Contract 93
SEQUENCE STEP #6 –
PUMP REPLACEMENT

SHEET NO.
4
OF 4

Appendix B
As-Built Drawings
For Reference / Informational Only



Southtowns
Sewage
Treatment
Agency



Location Map

SCALE 1" = 5000'

PROPOSED

Southwest Interceptor Sewer

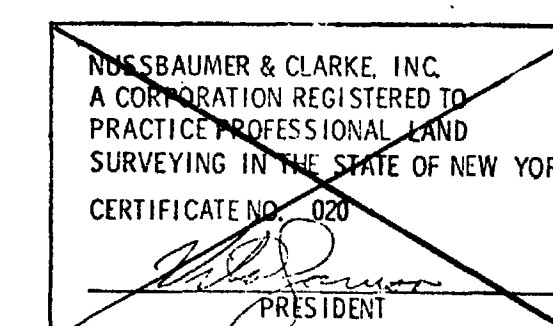
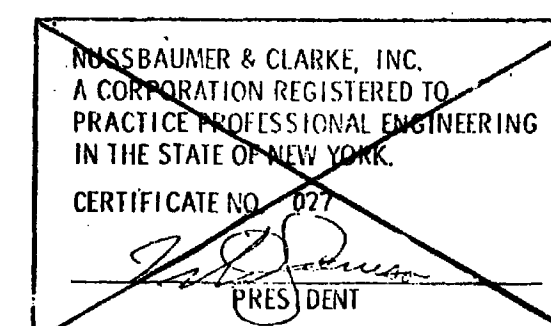
RECORD DRAWINGS FOR CONTRACTS -A,B,C,D&E

CONTRACT N° SW-4



C-36-757

SEPTEMBER 1979



DISTRICT NO. 7
TOWN Hamburg
CONTRACT NAME/NO. SW-4/T
TYPE PS
STATUS Record Draw
ENGINEER NCL
DATE 1983
SHEET 1 of 63

nc NUSSBAUMER & CLARKE, INC.
CONSULTING ENGINEERS
BUFFALO, NY

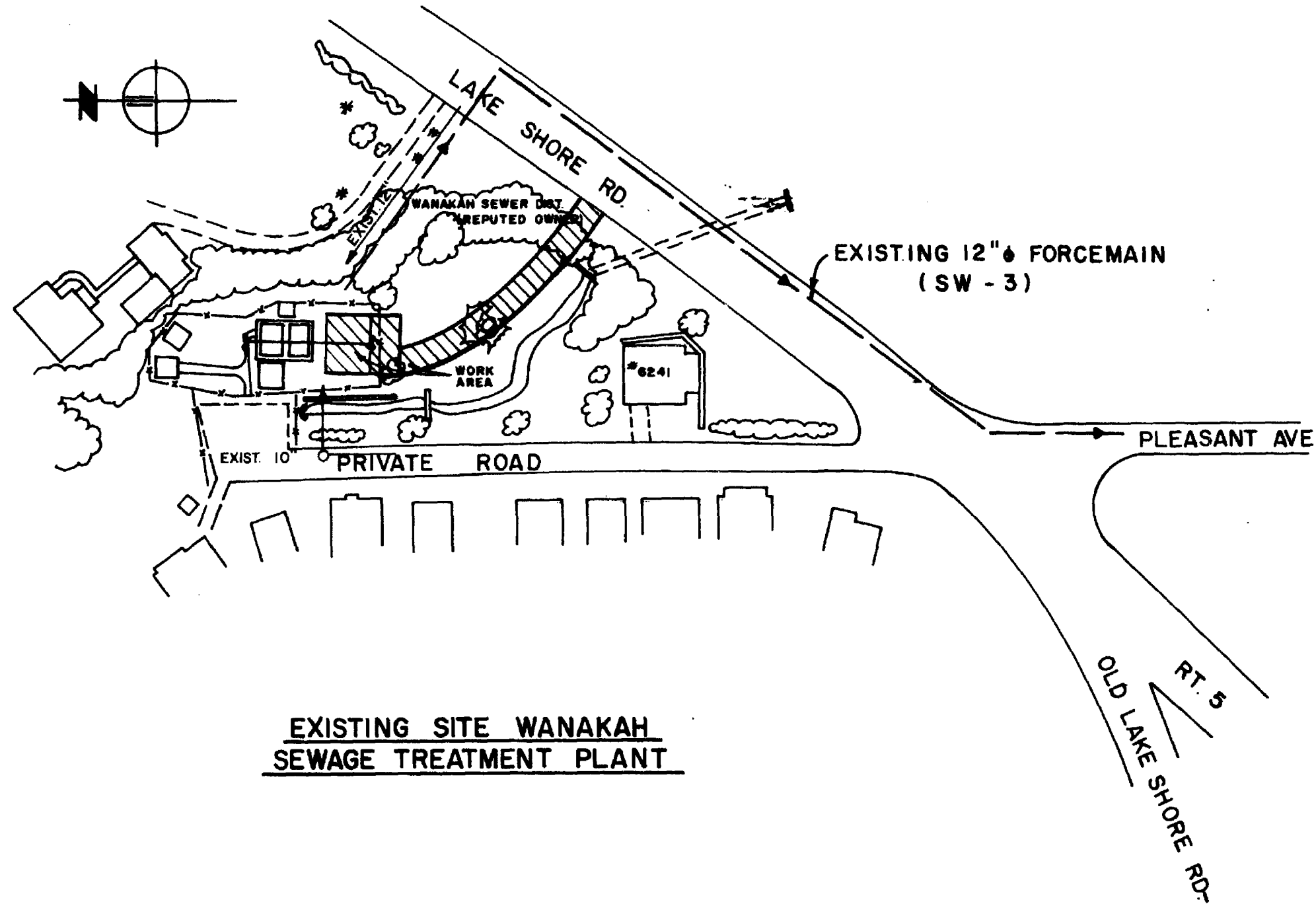
C-6639-A-SW-4

A

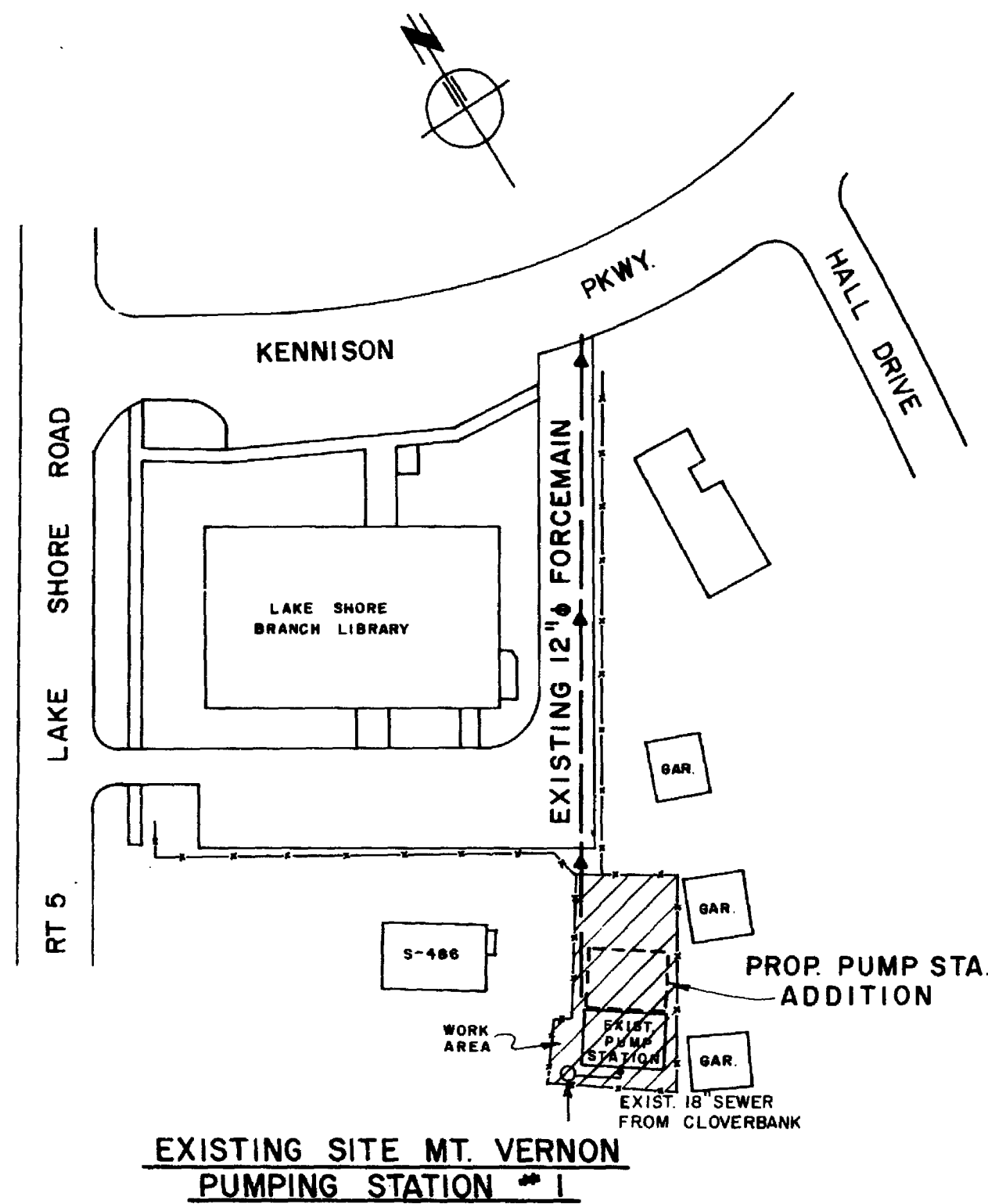
Southtowns SW-4 A8008

P2284 A85

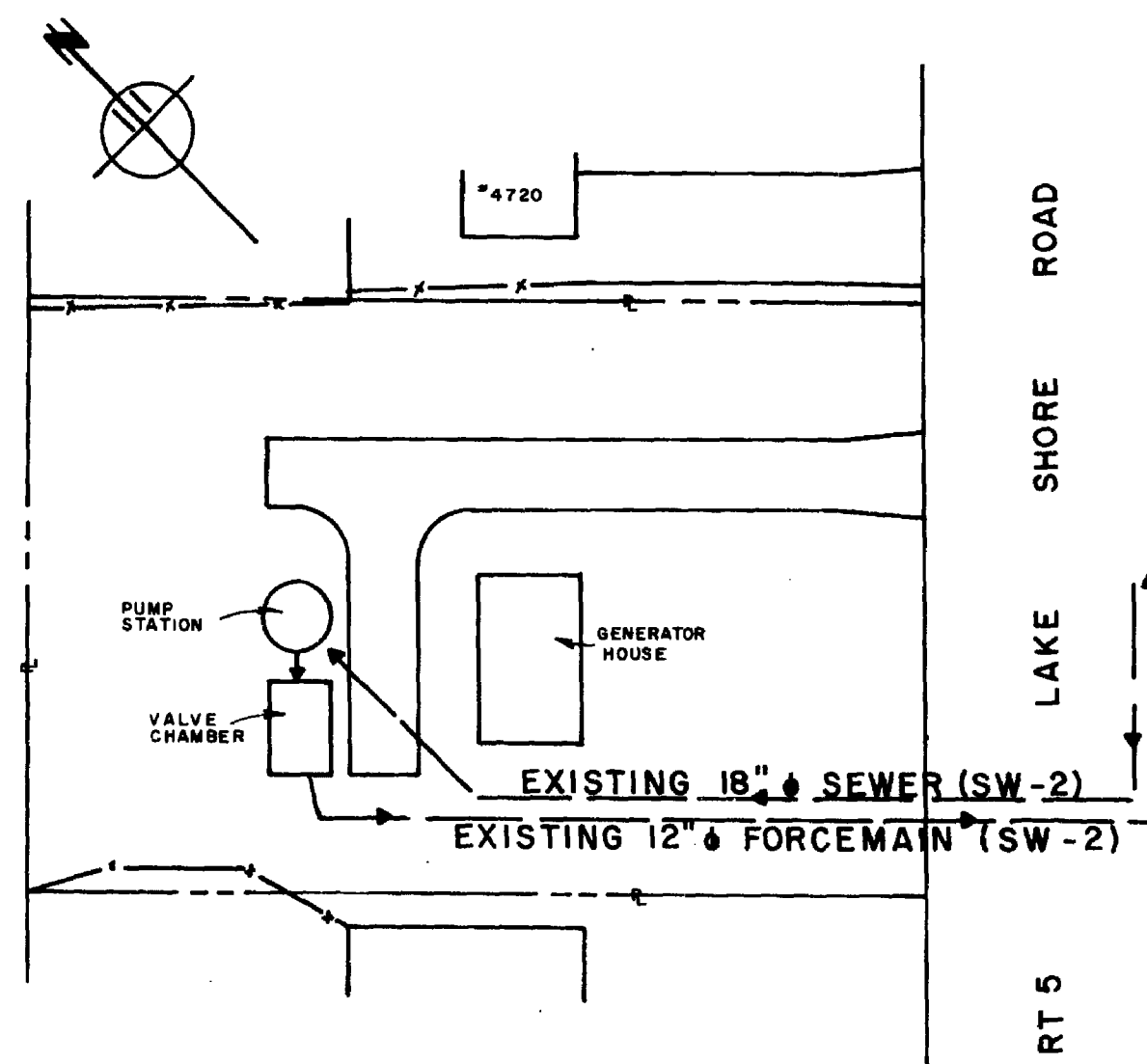
22-400



EXISTING SITE WANAKAH
SEWAGE TREATMENT PLANT



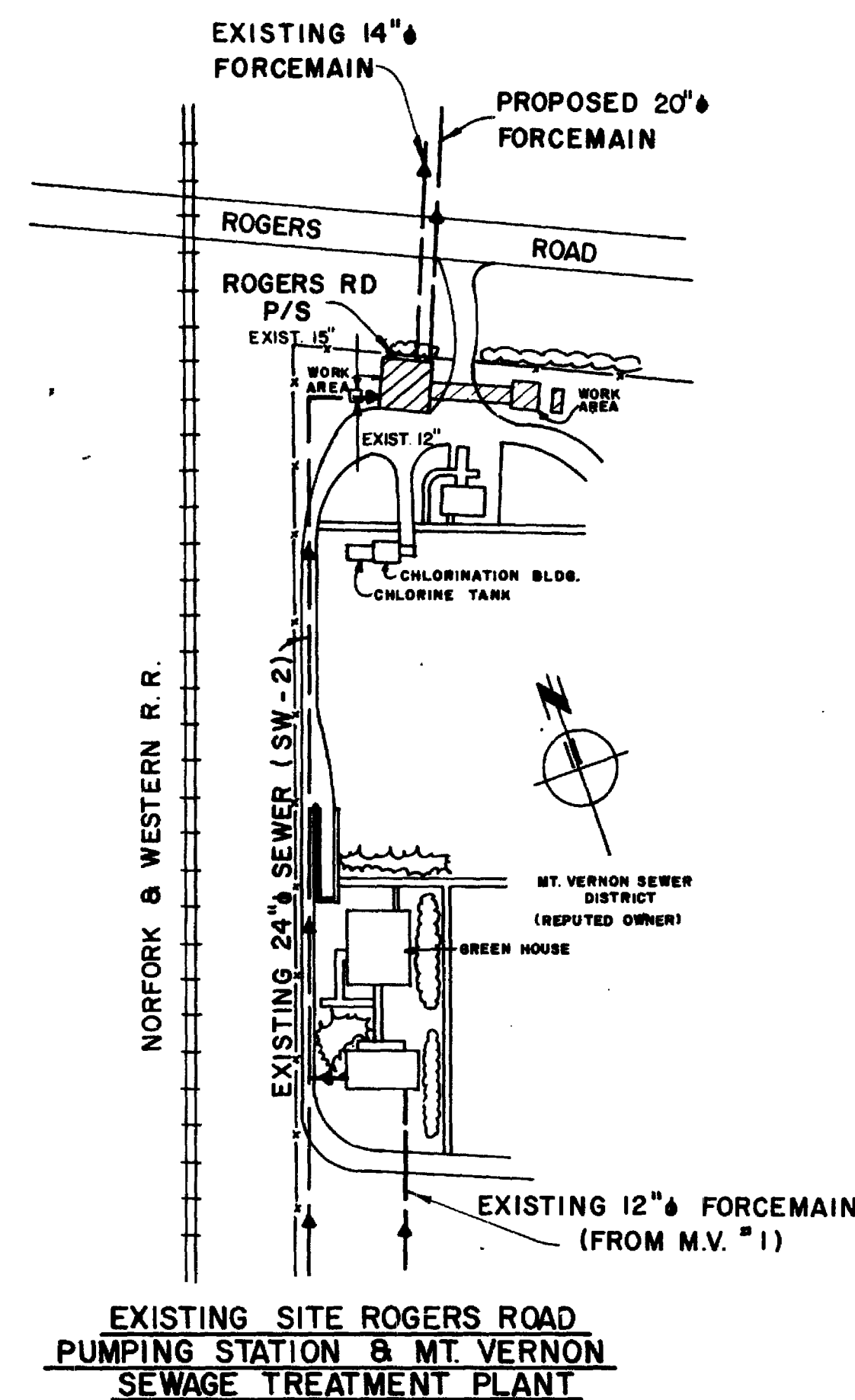
EXISTING SITE MT. VERNON
PUMPING STATION #1



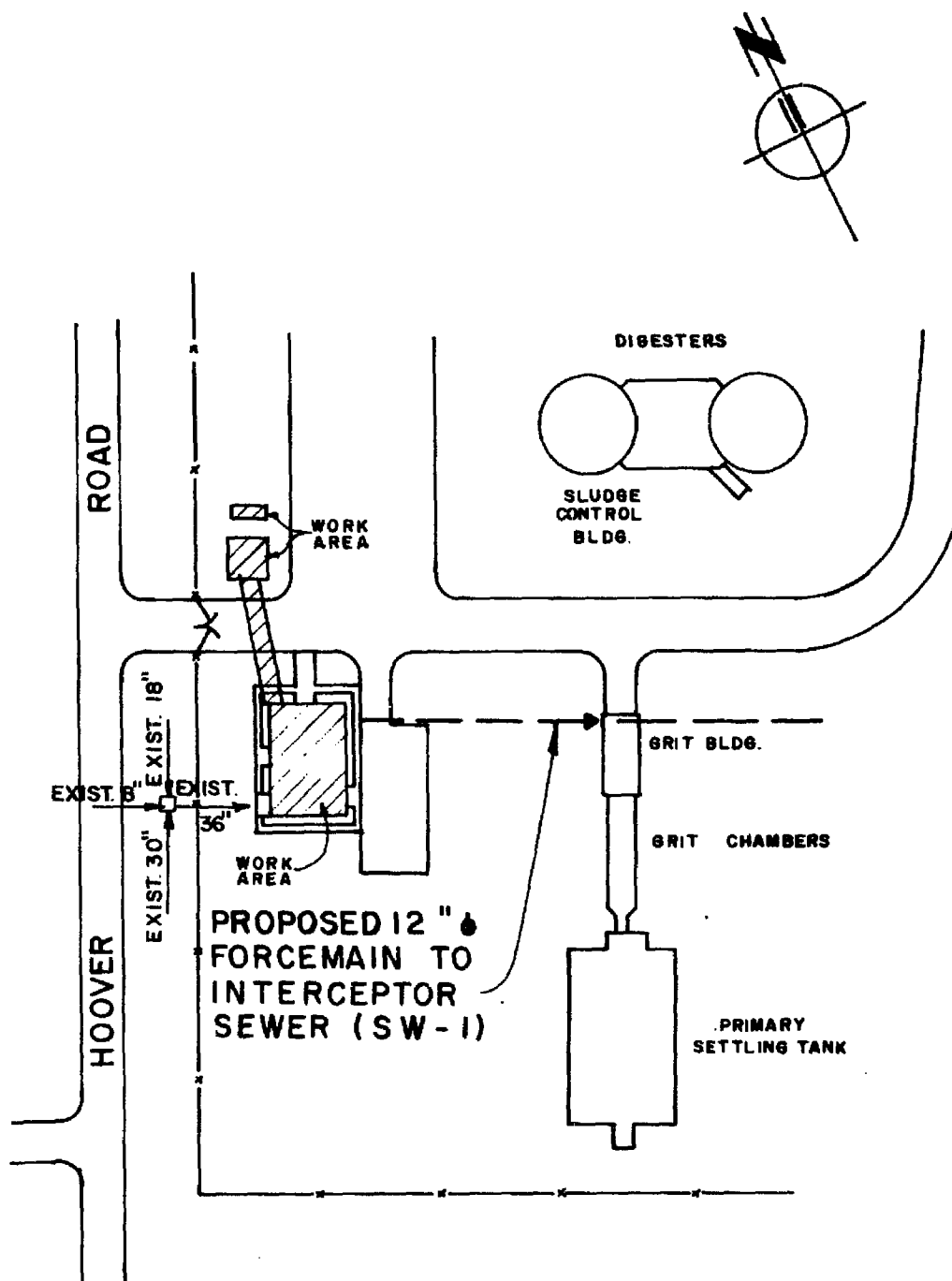
PROPOSED SITE MT. VERNON
PUMPING STATION #2

LIST OF DRAWINGS

- 1) LOCATION PLANS AND LIST OF DRAWINGS
- 2) WANAKAH SITE PLAN & DRIVEWAY SECTIONS
- 3) WANAKAH PUMP STATION - PLANS & SECTION
M-15B-1 J.W.DANFORTH-WANAKAH P/S
- 4) WANAKAH GENERATOR BUILDING - PLAN & SECTIONS
- 5) WANAKAH GENERATOR BUILDING -
FOUNDATION PLANS & DETAILS
- 6) ALTERNATE WET WELL DESIGN
WANAKAH P.S. & MT. VERNON No. 2
- 7) WANAKAH DETAIL SHEET
- 8) WANAKAH - ELECTRICAL - PLANS & DETAILS
- 9) WANAKAH - ELECTRICAL - SINGLE LINE DIAGRAM & DETAILS
81-7593-302 - FERGUSON ELECT. - GENERATOR BUILDING
81-7593-100 - " - SINGLE LINE SCHEMATICS
9A) WANAKAH - COMMUNICATOR CHAMBER
- 10) MT. VERNON No. 1 - SITE PLANS & DETAILS
- 11) MT. VERNON No. 1 - ARCHITECTURAL PLANS & DETAILS
- 12) MT. VERNON No. 1 - ELEVATIONS & DETAILS
- 13) MT. VERNON No. 1 - EXISTING & PROPOSED PIPING PLANS
8344-X-1 J.W.DANFORTH - PIPING DETAILS
8344-X
- 14) MT. VERNON No. 1 - PLAN, HEATING & PLUMBING DETAILS
- 14A) MT. VERNON No. 1 - PLAN, HEATING & PLUMBING DETAILS
8344-X J.W.DANFORTH - PIPE SCHEMATICS - ALL STATIONS
- 15) MT. VERNON No. 1 - ELECTRICAL - PLANS & DETAILS
- 16) MT. VERNON No. 1 - ELECTRICAL - SINGLE LINE DIAGRAM
& DETAILS
81-7593-401 - FERGUSON ELECT. - PLANS & DETAILS MT. V. NO. 1
16A MT. VERNON No. 1 - COMMUNICATOR CHAMBER
- 17) MT. VERNON No. 2 - SITE PLAN & DETAILS
- 17S MT. VERNON NO. 2 - REMEDIAL DRAINAGE PLAN
- 18) MT. VERNON No. 2 - PROPOSED PUMPING STATION
PLANS & SECTIONS
8344-M-15B-2 J.W.DANFORTH PIPING DETAILS
- 19) MT. VERNON No. 2 - PROPOSED GENERATOR BUILDING
PLANS & SECTIONS
- 20) MT. VERNON No. 2 - ELECTRICAL - PLANS & DETAILS
- 21) MT. VERNON No. 2 - ELECTRICAL - SINGLE LINE
DIAGRAM & DETAILS
81-7593-502 - FERGUSON ELECT. - GEN. BLDG. ELECTRICAL
- 22) MT. VERNON No. 2 - DETAIL SHEET
- 22A) MT. VERNON No. 2 - COMMUNICATOR CHAMBER



EXISTING SITE ROGERS ROAD
PUMPING STATION & MT. VERNON
SEWAGE TREATMENT PLANT



EXISTING SITE HAMBURG
MASTER SEWAGE TREATMENT PLANT

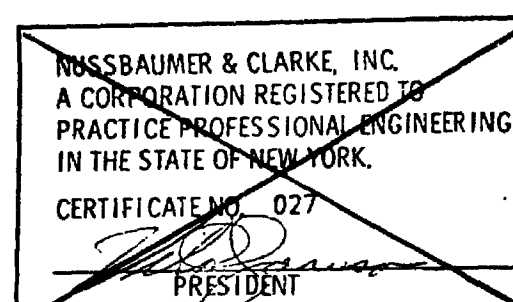
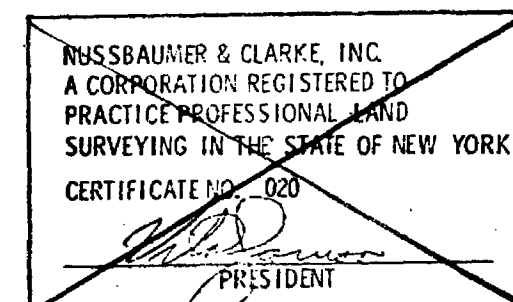
TOWN HAMBURG
CONTRACT NAME/NO. SW-4/I
TYPE PS
STATUS REPORT DWG
ENGINEER NCI
DATE 1983
SHEET 2 of 63

LIST OF DRAWINGS

- 23) ROGERS ROAD - SITE PLAN - PROPOSED GENERATOR
BUILDING & DETAILS
 - 24) ROGERS ROAD - PIPING PLAN & SECTIONS
 - 25) ROGERS ROAD - PIPING PLANS & SECTIONS
8344-Z-1/2, 2/2, 8344-Z-1, Z-2, J.W.DANFORTH PIPING DETAILS
 - 26) ROGERS ROAD - ELECTRICAL - PLANS & DETAILS
 - 27) ROGERS ROAD - ELECTRICAL - PROPOSED PLANS & DETAILS
 - 28) ROGERS ROAD - ELECTRICAL - SINGLE LINE DIAGRAMS & DETAILS
81-7593-101 & 102 FERGUSON ELECT. - P/S ELECTRICAL
28A) ROGERS ROAD COMMUNICATOR CHAMBER
 - 29) HAMBURG MASTER - SITE PLAN - GENERATOR BUILDING DETAIL
 - 30) HAMBURG MASTER - PIPING PLAN & SECTION
 - 31) HAMBURG MASTER - PIPING PLAN & SECTION
8344-Y, 8344-Y-1 - J.W.DANFORTH - PIPING DETAILS
 - 32) HAMBURG MASTER - ELECTRICAL - PLANS & DETAILS
 - 33) HAMBURG MASTER - ELECTRICAL - SINGLE LINE DIAGRAMS & DETAILS
81-7593-201 FERGUSON ELECT. - P/S ELECTRICAL DETAILS
81-7593-202 " - GEN. BLDG. ELECT. DETAILS
 - 34) DETAIL SHEET
- NOTE - DRAWINGS 35 TO 45 INCLUSIVE FOR CONTRACT F
- 35) ~~CAMP ROAD - PLAN & PROFILE (AM-4G)~~
 - 36) ~~CAMP ROAD - SITE PLAN, CAMP ROAD PUMP STATION (AM-4G)~~
 - 37) ~~CAMP ROAD - PUMP STATION DETAILS (AM-4G)~~
 - 38) ~~CAMP ROAD - ELECTRICAL DETAILS (AM-4G)~~
 - 39) ~~BAYVIEW ROAD - PLAN & PROFILE (AM-2G)~~
 - 40) ~~BAYVIEW ROAD - SITE PLAN, BAYVIEW ROAD PUMP STATION (AM-2G)~~
 - 41) ~~BAYVIEW ROAD - PUMP STATION DETAILS (AM-2G)~~
 - 41A) ~~ARMOR-MCKINLEY RS. - MISCELLANEOUS DETAILS~~
 - 42) ~~GREENMEADOW DRIVE - PLAN & PROFILE (AM-1G)~~
 - 43) ~~GREENMEADOW DRIVE - SITE PLAN, GREENMEADOW DRIVE PUMP STATION (AM-1G)~~
 - 44) ~~GREENMEADOW DRIVE - PUMP STATION DETAILS (AM-1G)~~
 - 45) ~~GREENMEADOW DRIVE - ELECTRICAL DETAILS (AM-1G)~~
 - 46) SEWER CONNECTIONS No. 1 THRU No. 4
 - 47) SEWER CONNECTIONS No. 5 THRU No. 7
 - 48) SEWER CONNECTIONS No. 8 THRU No. 9

GENERAL NOTES

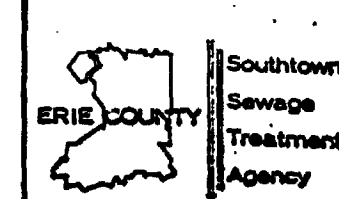
- 1) Not all underground utilities are shown. It shall be the Contractor's responsibility to have the Utility Company locate them prior to construction.
- 2) Where existing utilities are required to be relocated, the Contractor shall make all necessary arrangements with the Utility Company concerned, regarding such relocation. The cost for relocation of utilities shall be included in the unit price bid for pipe.
- 3) All existing manholes shall be maintained at all times and the manholes, pipelines, and manholes protected as required. No Active Connections between the new work and existing sanitary system shall be made until the new sewer has been completed, tested, and approved. Such connections will be performed under a separate contract.
- 4) Any existing ditches disturbed during construction shall be restored and subjected to the engineer's approval.
- 5) Surrounding trees may be subject to change. The Contractor shall fertilize himself with possible changes in topography prior to bidding.
- 6) Elevations based on U.S.C.S. datum.
- 7) The designates text bearing location and number.
- 8) Before you dig, drill, or blast in Western New York call: Underground Utilities Locating Service 803-1133
- 9) This number notifies the New York Telephone, National Fuel Gas, Niagara Mohawk, and Erie County Water.



CONTRACT SW-4

REVISIONS			DESIGNED BY: S.W.	CHECKED BY: D.T.P.
NO.	BY	DATE	DRAWN BY: P. J. B.	CHECKED BY: S.W.
			DATE: SEPT. 1979	SCALE: NONE
			JOB NO. 74-166	REPORT NO. W.W.F.R.
			DRAWING NO. C-6639-1-SW-4	

NUSSBAUMER & CLARKE, INC.
CONSULTING ENGINEERS
BUFFALO, NEW YORK

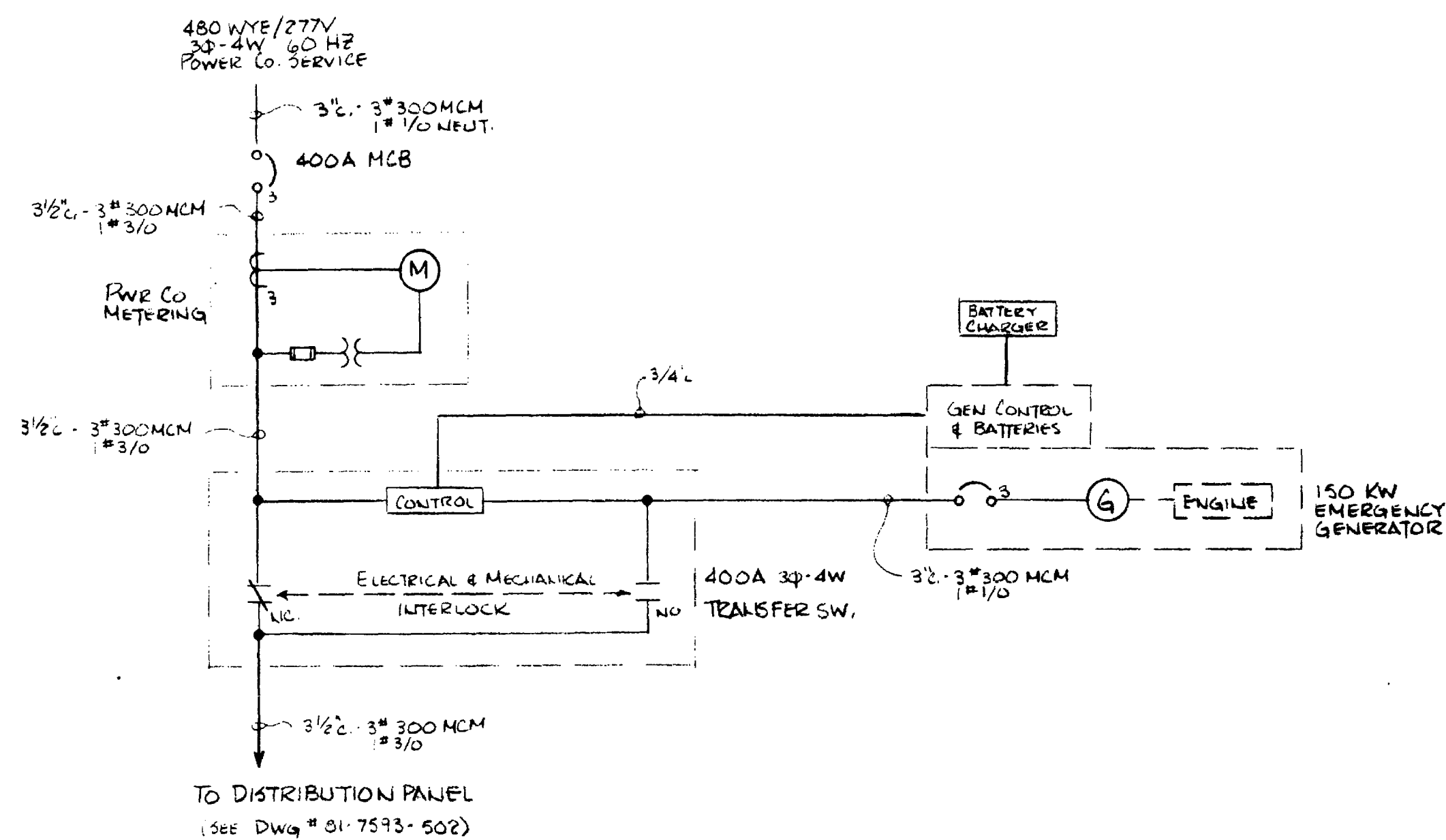


**PROPOSED SOUTHWEST
INTERCEPTOR SEWER**
LOCATION PLANS AND
LIST OF DRAWINGS

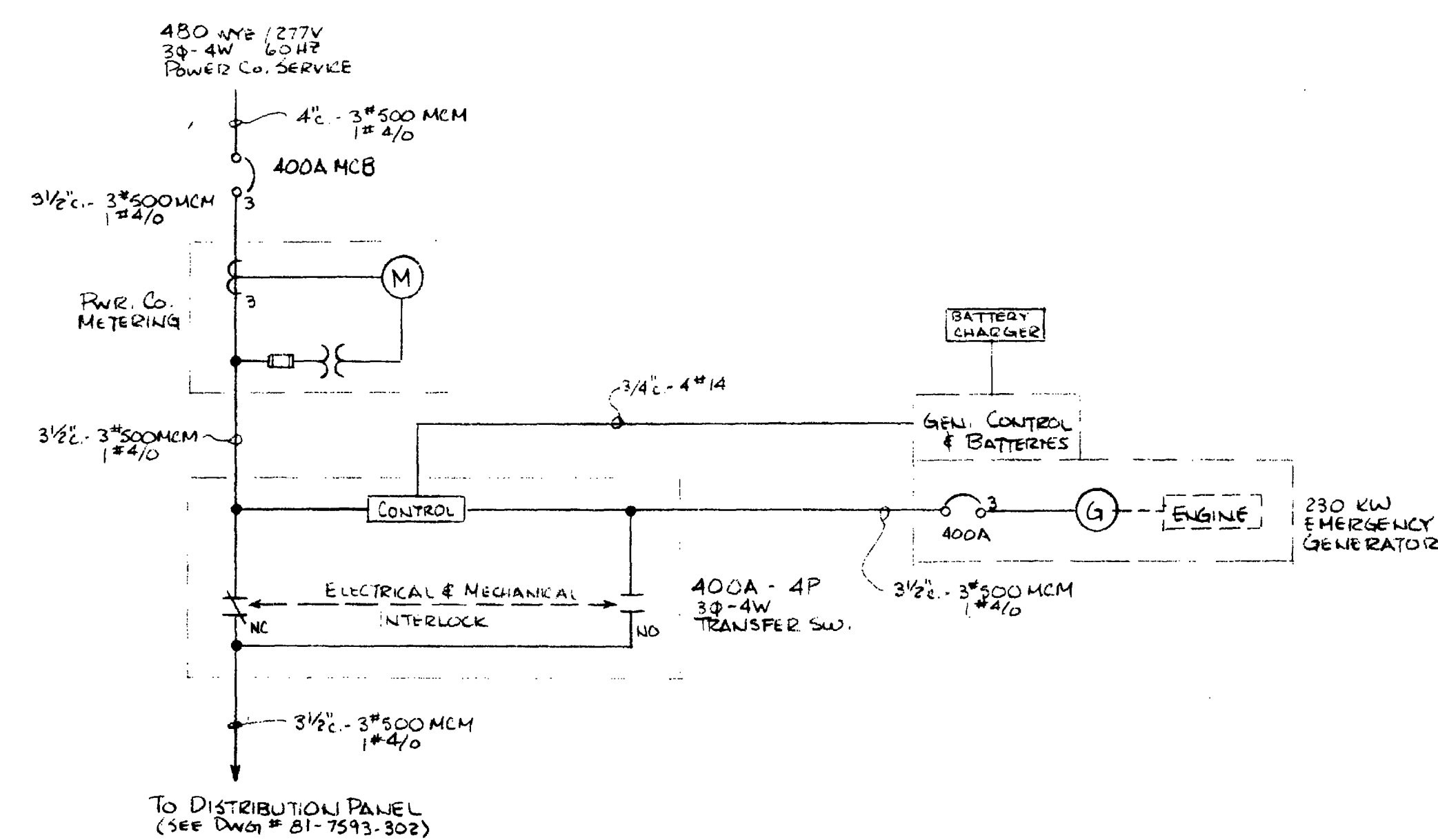
SHEET NO.
1
OF
55

RECORD DRAWING

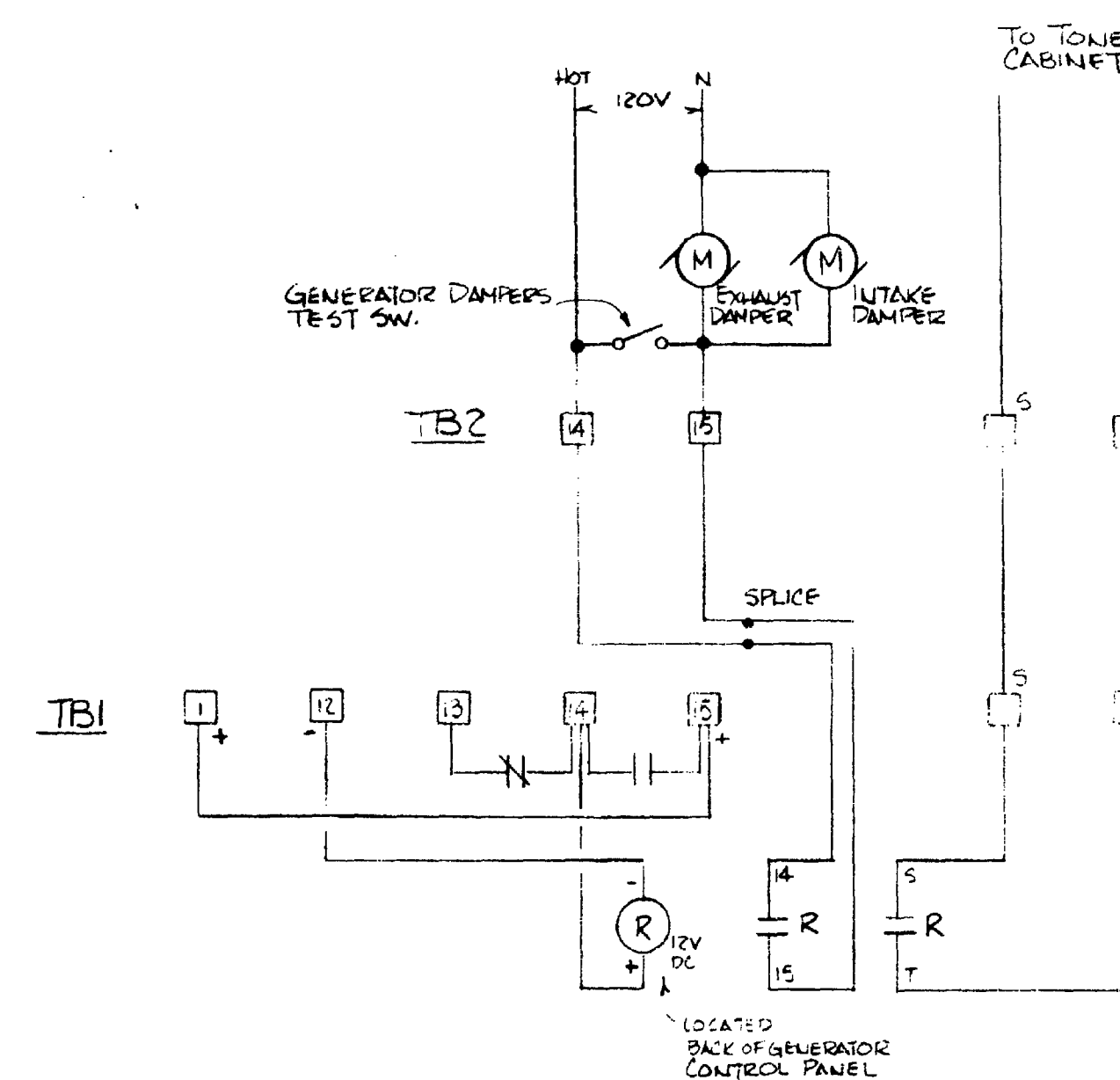
22-401



INCOMING POWER ONE LINE DIAGRAM - MT. VERNON #2

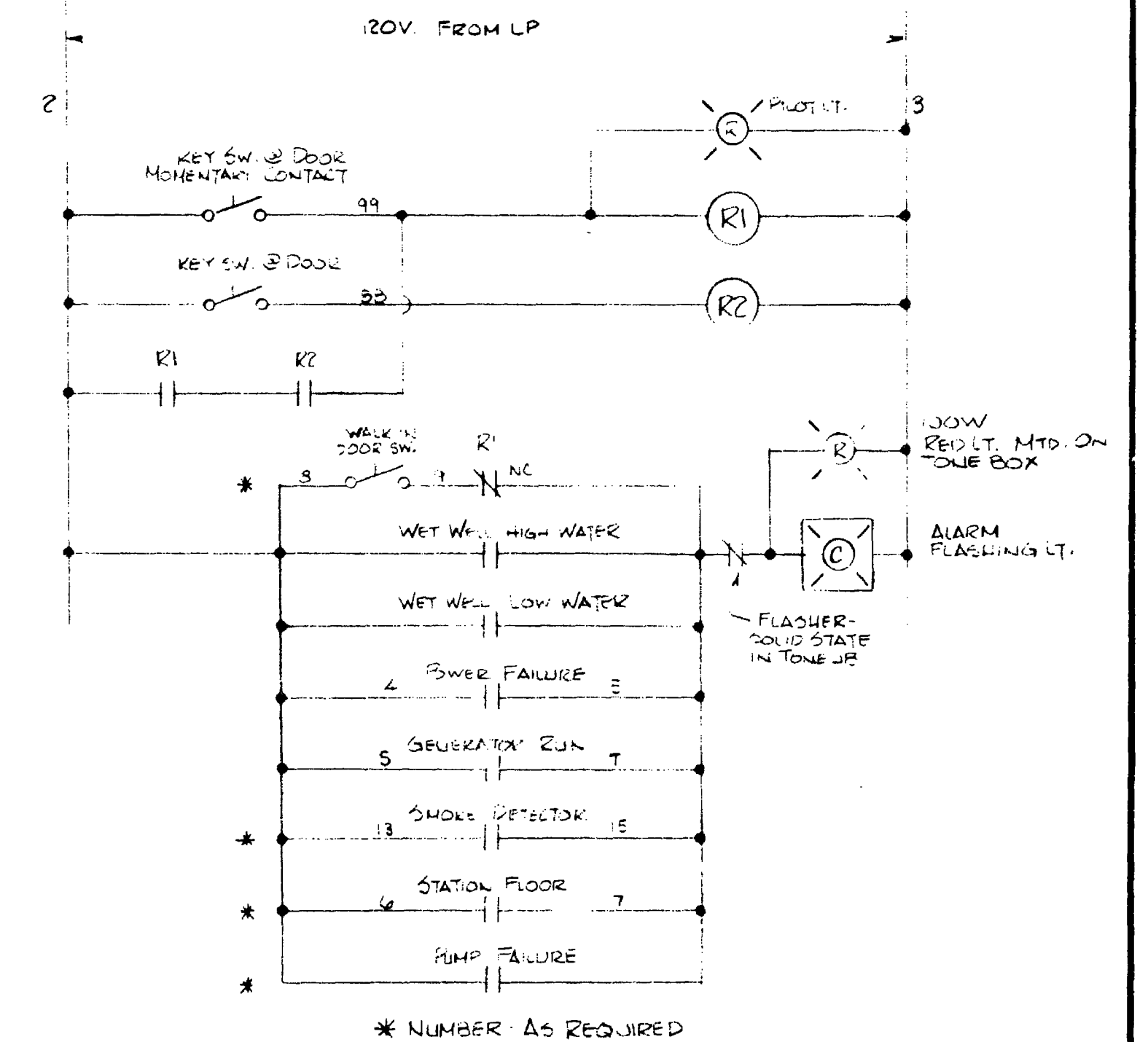


INCOMING POWER ONE LINE DIAGRAM - WANAKAH P.S.



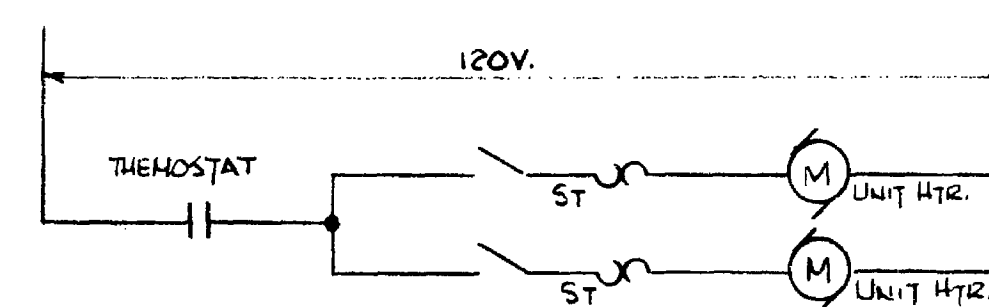
TYPICAL GENERATOR DAMPER CONTROL DIAGRAM - DETAIL 'A'

FOR: WAN. , M.V. #1, H.V. #2, ROG. RD., HAM. HAS.

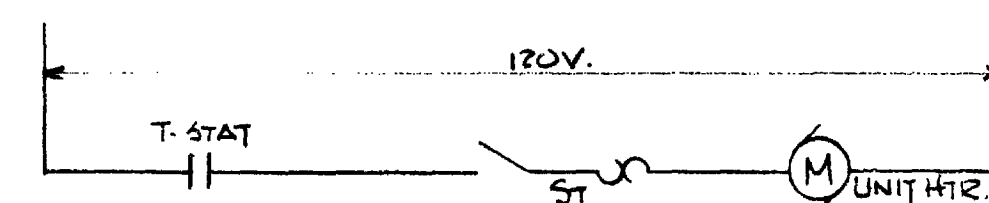


TYPICAL TROUBLE ALARM CIRCUIT

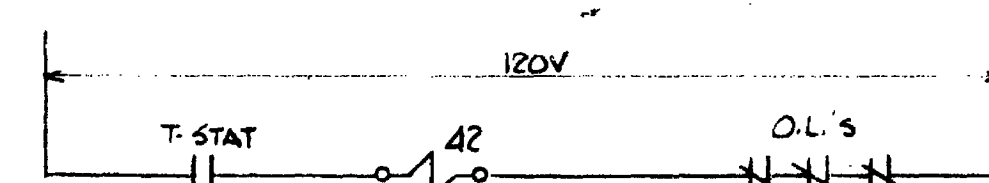
FOR: WANAKAH P/S, MT. VERNON #1, MT. VERNON #2, ROGERS RD., HAMBURG MASTER



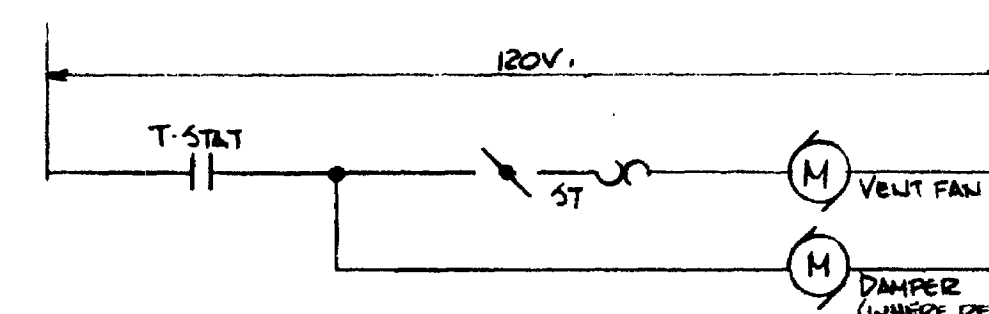
MOUNT VERNON #1 - GEN. RM. BOILER RM. UNIT HEATERS
DETAIL 'C'



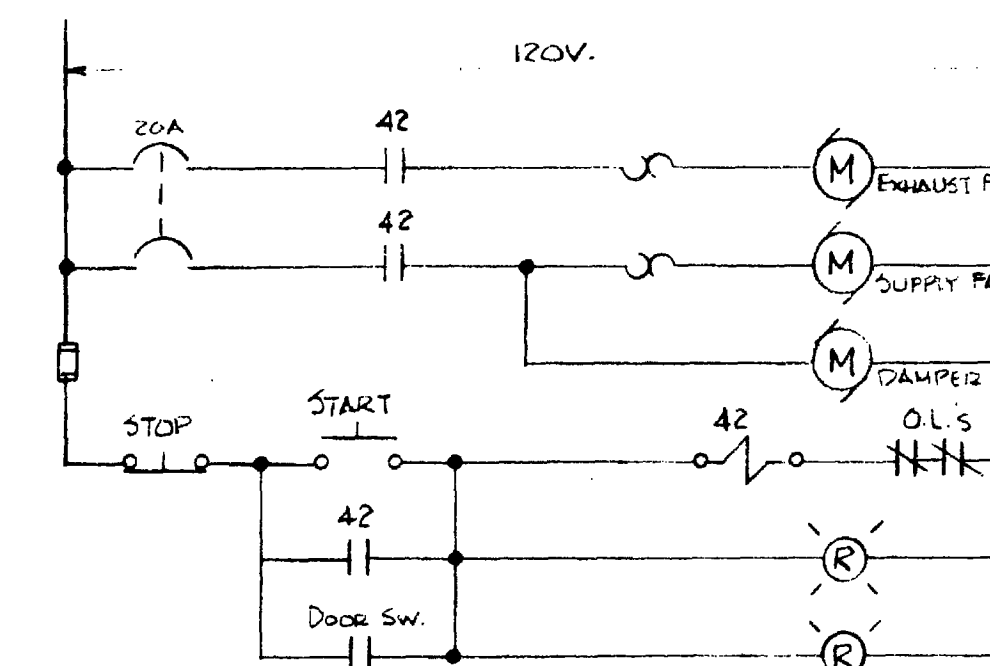
MOUNT VERNON #1 - WET WELL MAIN FL. & INTER FL. DRY WELL
DETAIL 'D'



HAMBURG MASTER & ROGERS RD. UNIT HTR CONTROL
DETAIL 'E'



GENERATOR BLDG. VENTILATION - MV #2, H.M., WAN. R.R.
MT. VER. #1 - GEN. RM. DRY WELL & MOTOR RM. VENTILATION
DETAIL 'F'



MT. VERNON #1 - WET WELL VENTILATION
DETAIL 'B'

DISTRICT NO. 7
TOWN HAMBURG
CONTRACT NAME/NO. SW-7
TYPE PS
STATUS RECORD DWG
ENGINEER Ferguson
DATE 1984
SHEET 13 of 63

FOLLOW DWG. 9

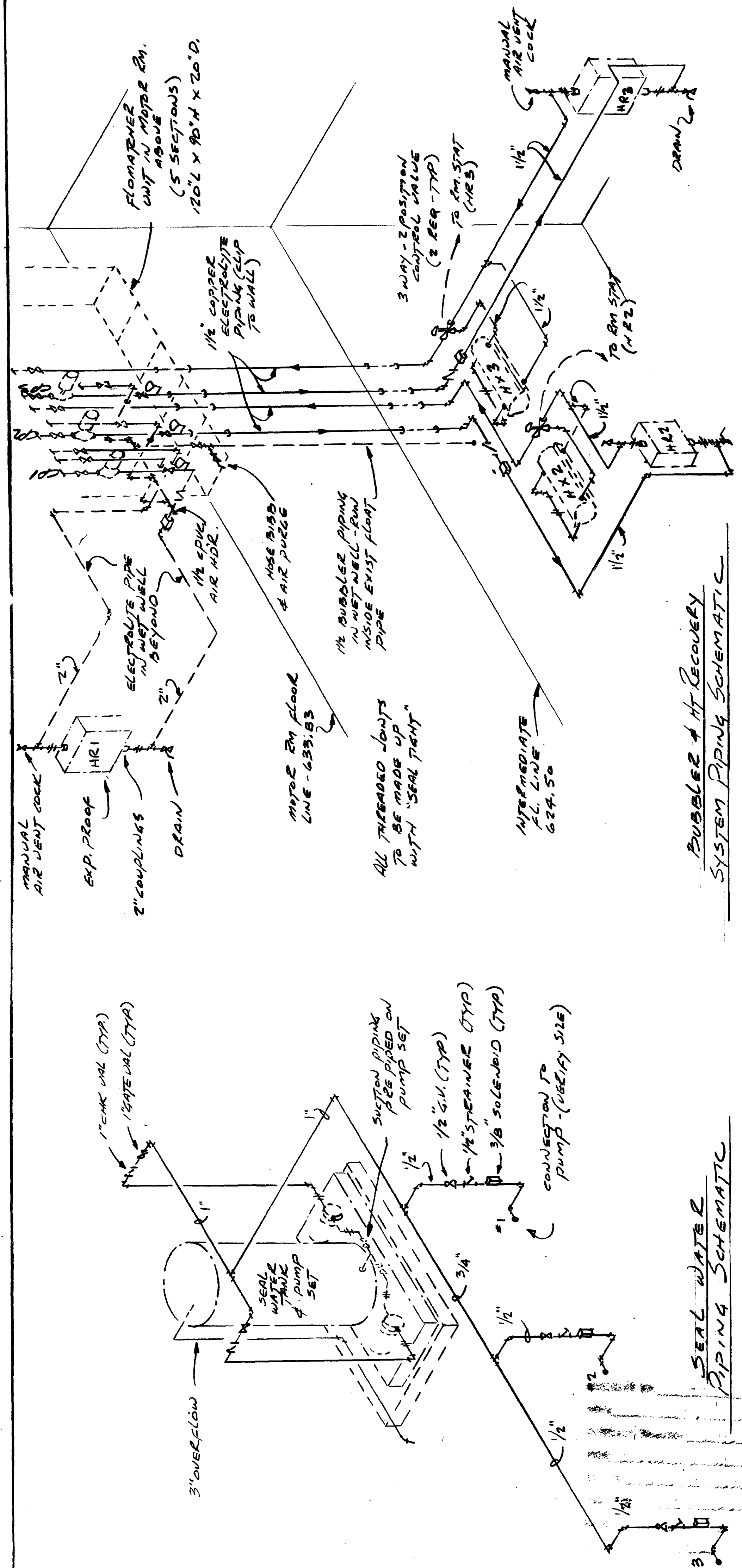
SEE CONTRACT DRAWINGS
8, 9, 15, 16, 20, 21, 26, 27, 28,
32 & 33 OF 55

MAY 14 1984
ERIE COUNTY SOUTHTOWNS - S.T.A.

NO.	DATE	REVISION	BY	DATE	SCALE	APPROVED	DRAWING NUMBER
1	4-20-84	AS BUILT	JAS	4-19-84			81-7593-100

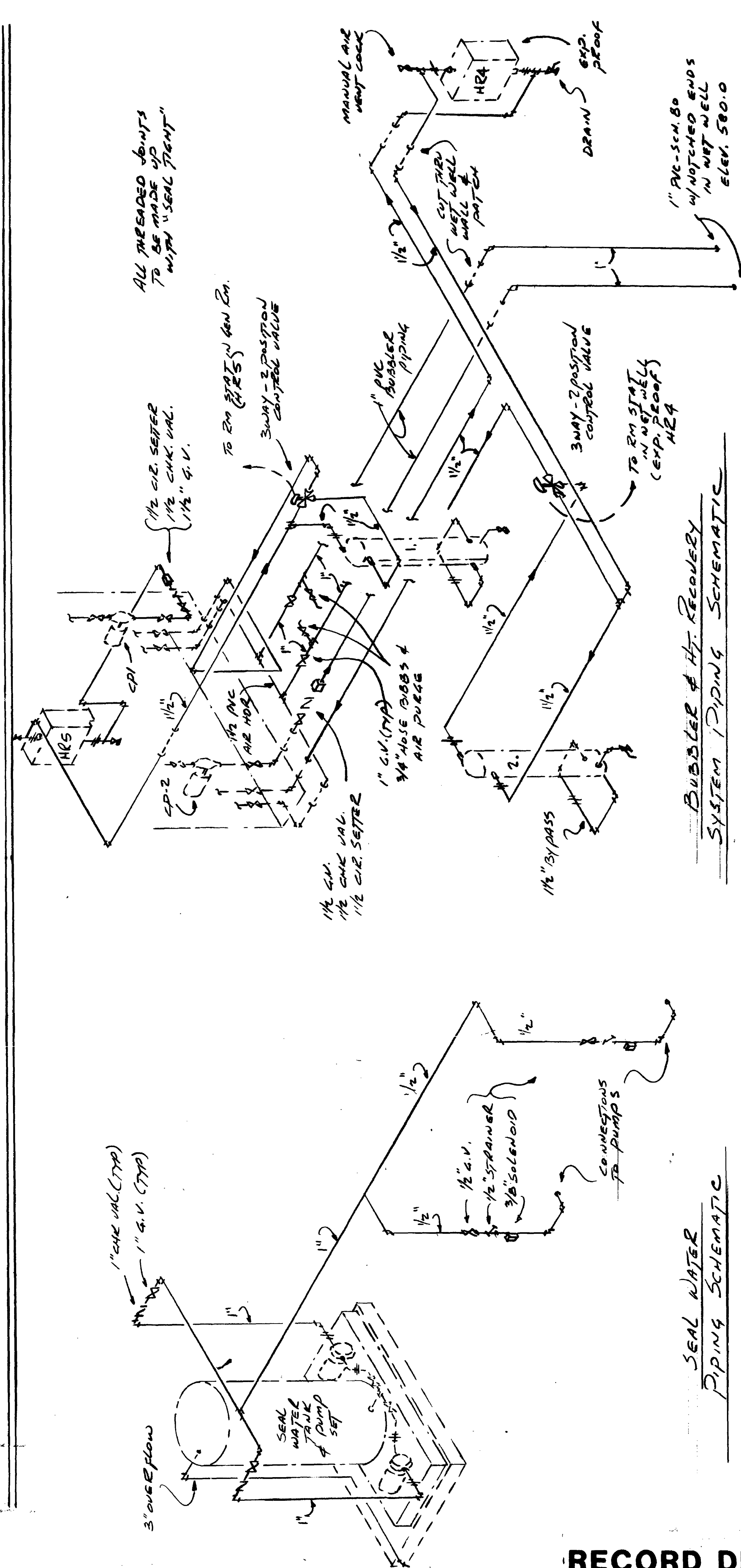
RECORD DRAWING
CONTRACT SW-4-B
DATE 4/20/84
FERGUSON ELECTRIC CONSTRUCTION CO., INC.
BY JAS

RECORD DRAWING



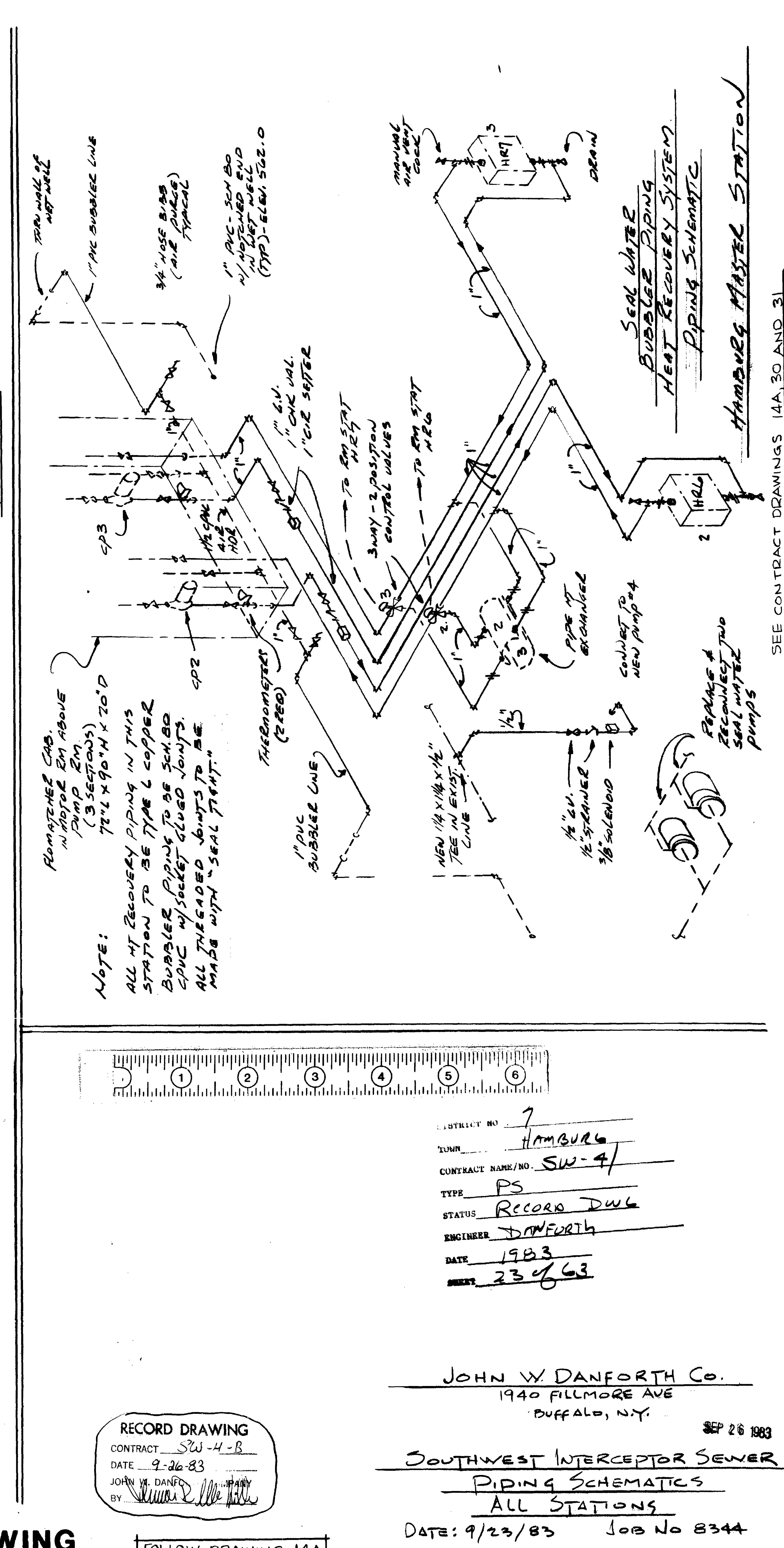
SEE CONTRACT DWGS
14A, 24 AND 25

ROGERS ROAD STATION



SEE CONTRACT DRAWINGS
13, 14 AND 14A

MT. VERNON STATION No. 1



SEE CONTRACT DRAWINGS 14A, 30 AND 31

RECORD DRAWING
CONTRACT SW-4-B
DATE 9-26-83
JOHN W. DANFORTH
BY [Signature]

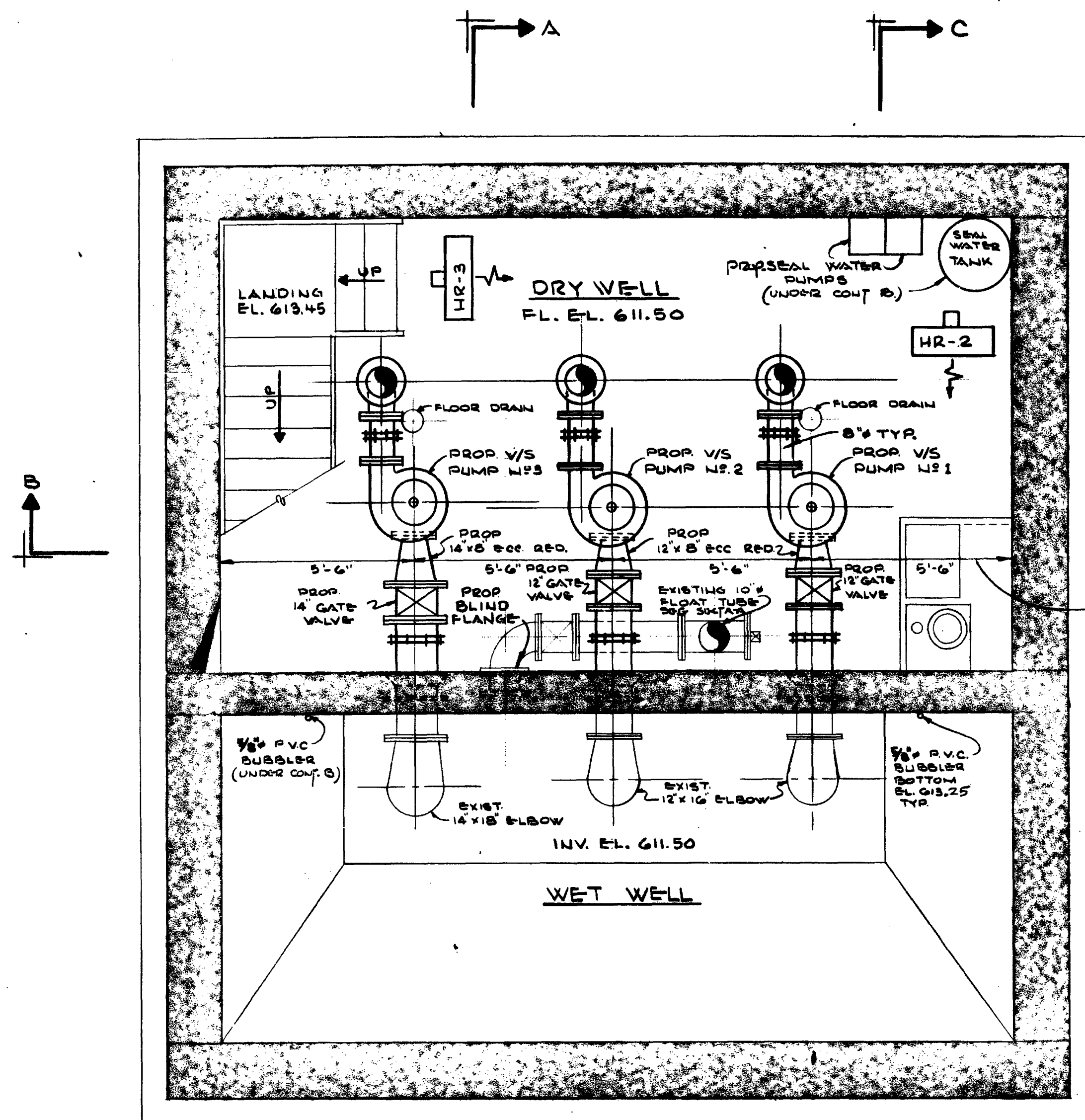
PROJECT NO. 7
TOWN HAMBURG
CONTRACT NAME/NO. SW-4
TYPE PS
STATUS RECORD DWG
ENGINEER DANFORTH
DATE 1983
SEP 23 1983

JOHN W. DANFORTH CO.
1940 FILLMORE AVE
BUFFALO, N.Y.
SEP 26 1983
SOUTHWEST INTERCEPTOR SEWER
PIPING SCHEMATICS
ALL STATIONS
DATE: 9/23/83 JOB No 8344

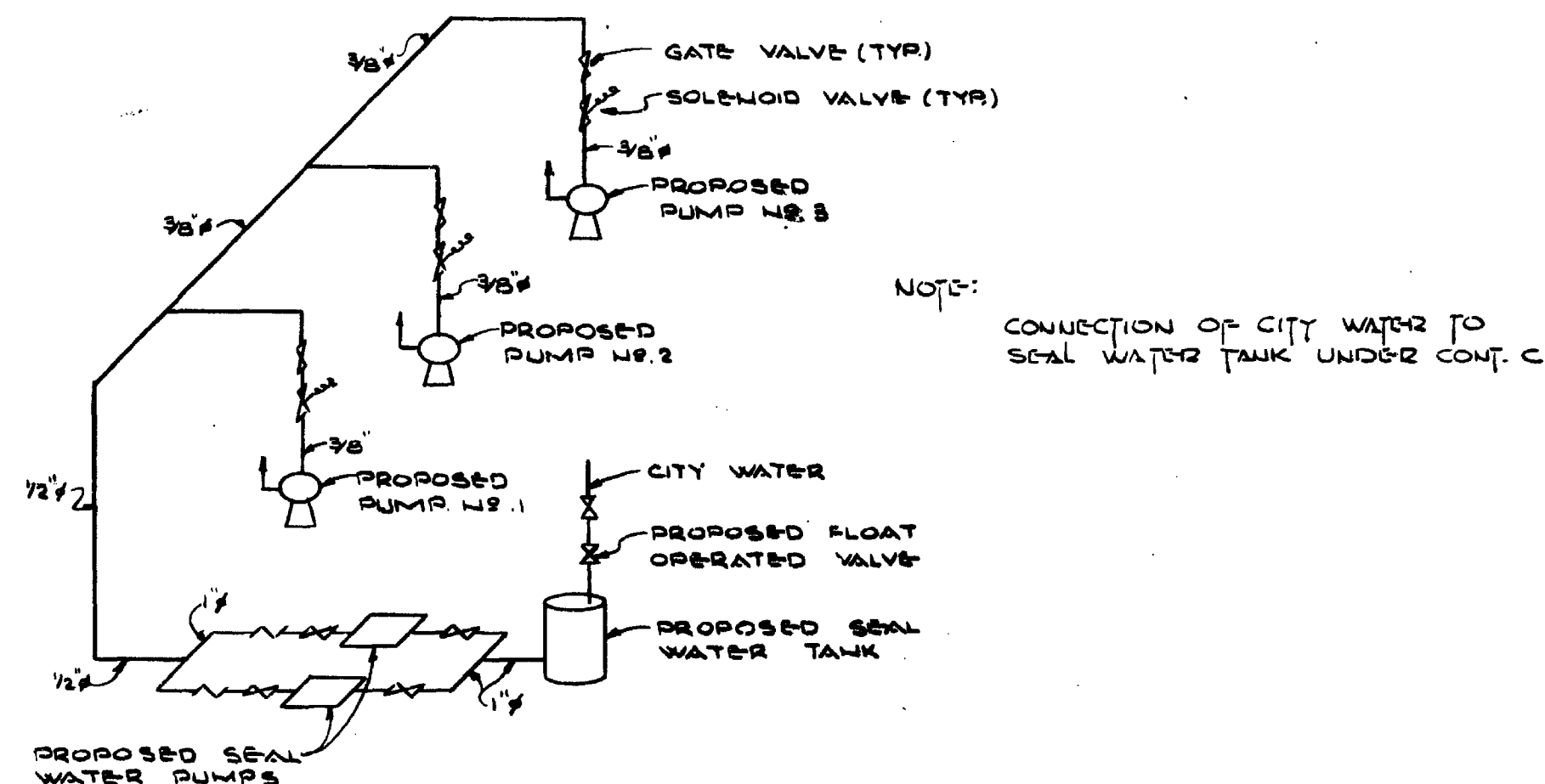
RECORD DRAWING

FOLLOW DRAWING 14A

22-4222



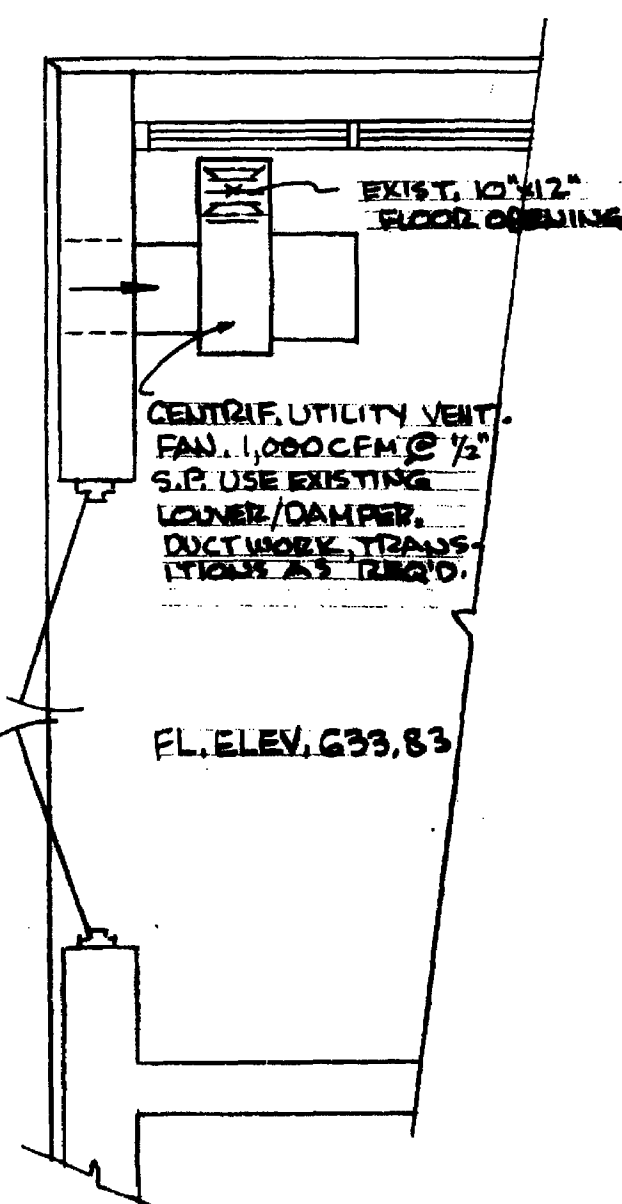
PUMP ROOM FLOOR PLAN
SCALE: 3/8"=1'-0"



SCHEMATIC - SEAL
WATER UNIT

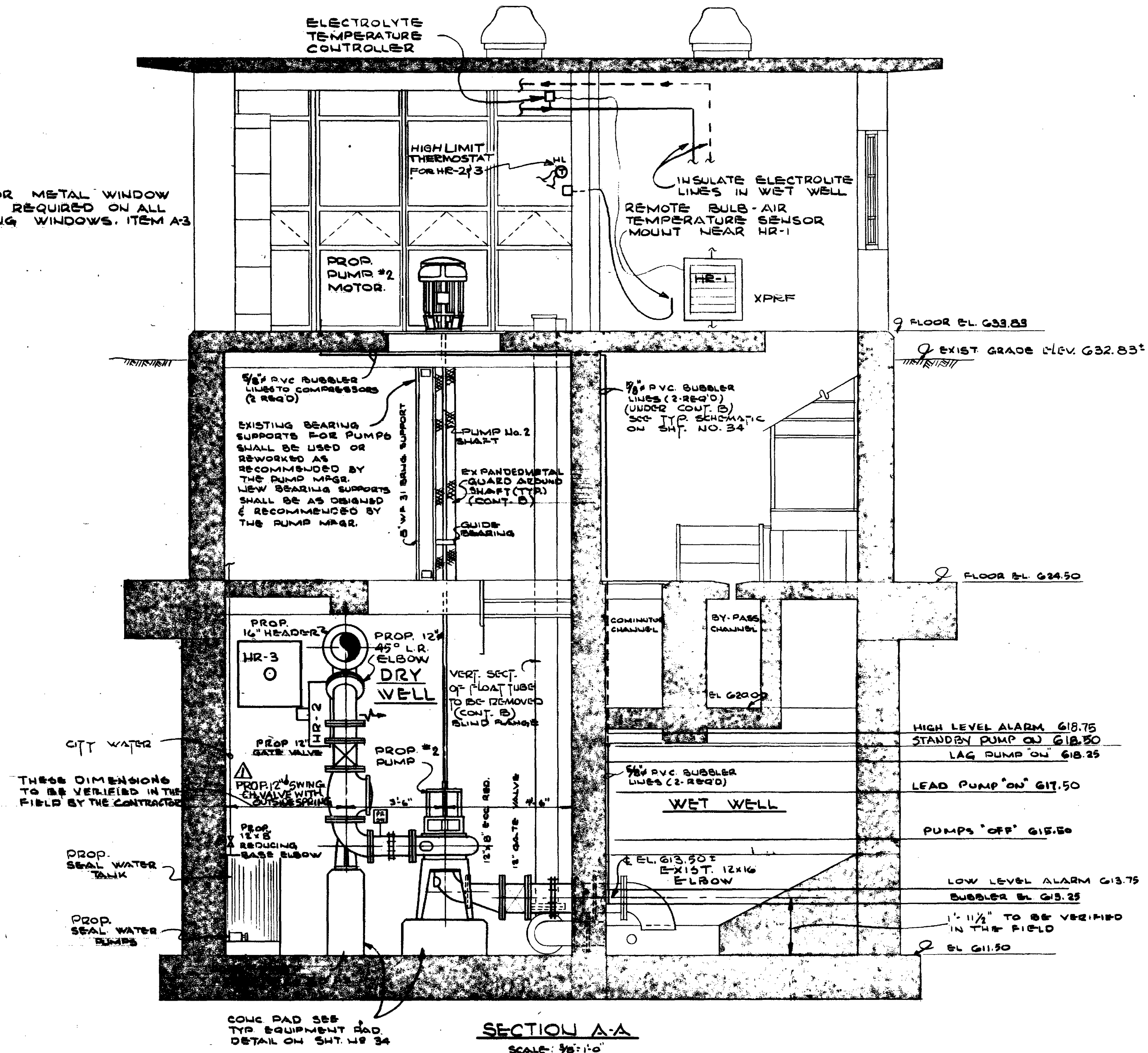
REV. 1 - CHECK VALVES

THESE DIMENSIONS
TO BE VERIFIED IN
FIELD BY CONTRACTOR



RECORD DRAWING

NOTE:
INTERIOR METAL WINDOW
GUARDS REQUIRED ON ALL
EXISTING WINDOWS, ITEM A-3



SECTION A-A
SCALE: 3/8"=1'-0"

NOTE:
DEMOLITION OF EXISTING PUMPS &
SLOW BASES SHALL BE UNDER
BID ITEM A-4

DISTRICT NO. 7
TOWN HamBull
CONTRACT NAME/NO. SW-4/27
TYPE PS
STATUS Record DWG
ENGINEER NCI
DATE 1983
SHEET 39 of 63

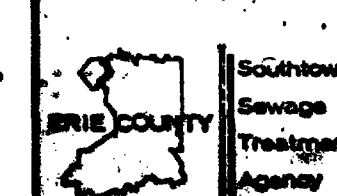
SEE JW DANFORTH DWGS. 8344, 8344-2-1 & 2
8344-2-1, 8344-2-2 (12/4/81 & 2/10/82)
RECORD DWGS.

NUSSBAUMER & CLARKE, INC.
A CORPORATION REGISTERED TO
PRACTICE PROFESSIONAL ENGINEERING
IN THE STATE OF NEW YORK
CERTIFICATE NO. 077
PRESIDENT

CONTRACT SW-4

REVISIONS			DESIGNED BY: D.T.R.	CHECKED BY: D.T.R.
NO.	BY	DATE	DRAWN BY: M.J.B.	CHECKED BY: R.S.V.
1	TJQ	10/3/80	DATE: SEPT 1977	SCALE: AS NOTED
			JOB NO. 74-102	REPORT NO. NCI-82
			DRAWING NO. C-6639-24-SW-4	

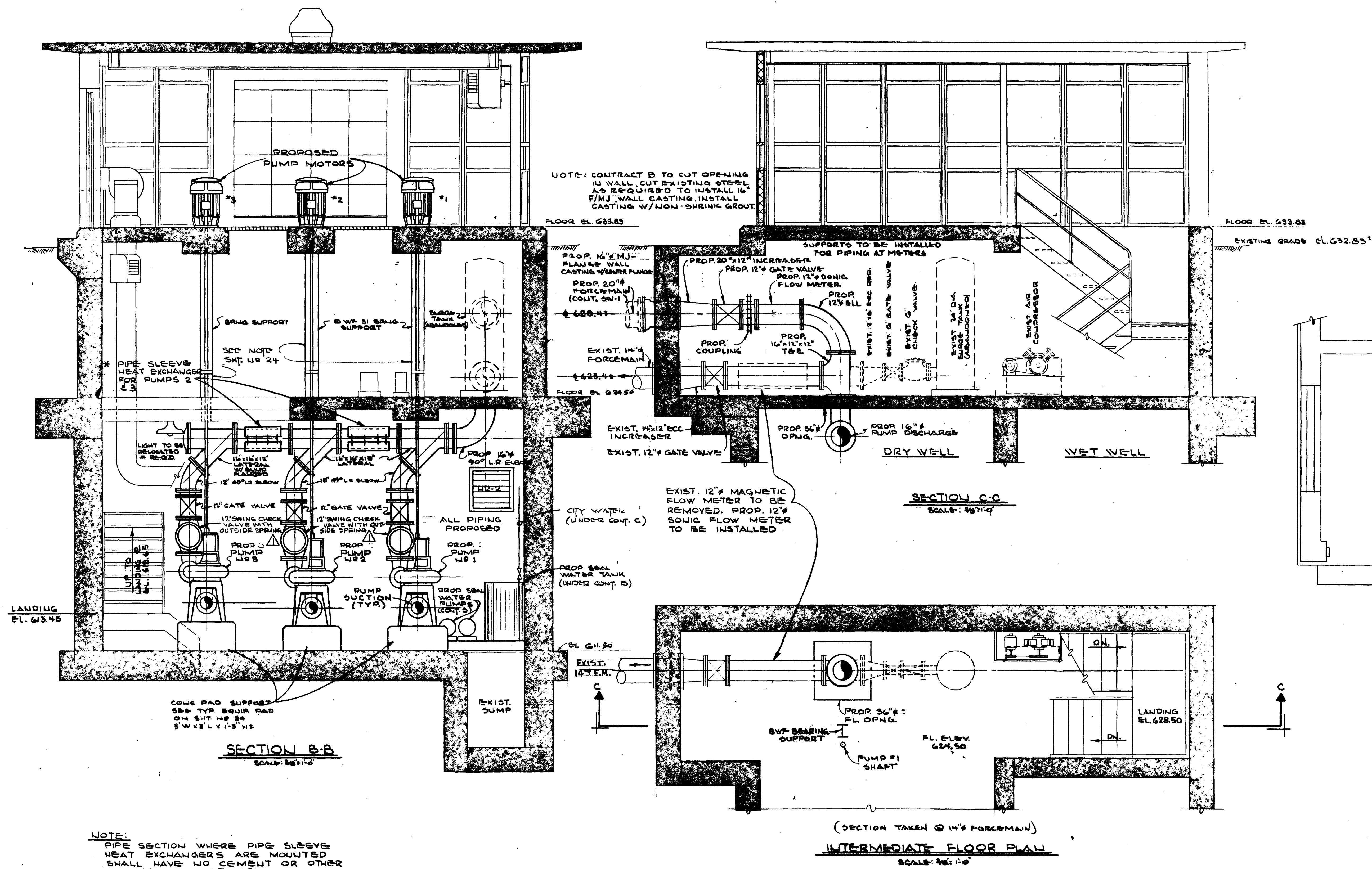
NUSSBAUMER & CLARKE, INC.
CONSULTING ENGINEERS
BUFFALO, NEW YORK



PROPOSED SOUTHWEST
INTERCEPTOR SEWER
ROGERS ROAD

SHEET NO.
24
OF 55

22-438



DISTRICT NO. 7
TOWN HAMBURG
CONTRACT NAME/NO. SW-4/25
TYPE INT
STATUS Record Draw
ENGINEER NCI
DATE 1983
SHEET 40 of 63

NUSSBAUMER & CLARKE, INC.
A CORPORATION REGISTERED TO
PRACTICE PROFESSIONAL ENGINEERING
IN THE STATE OF NEW YORK
CERTIFICATE NO. 07
PRESIDENT

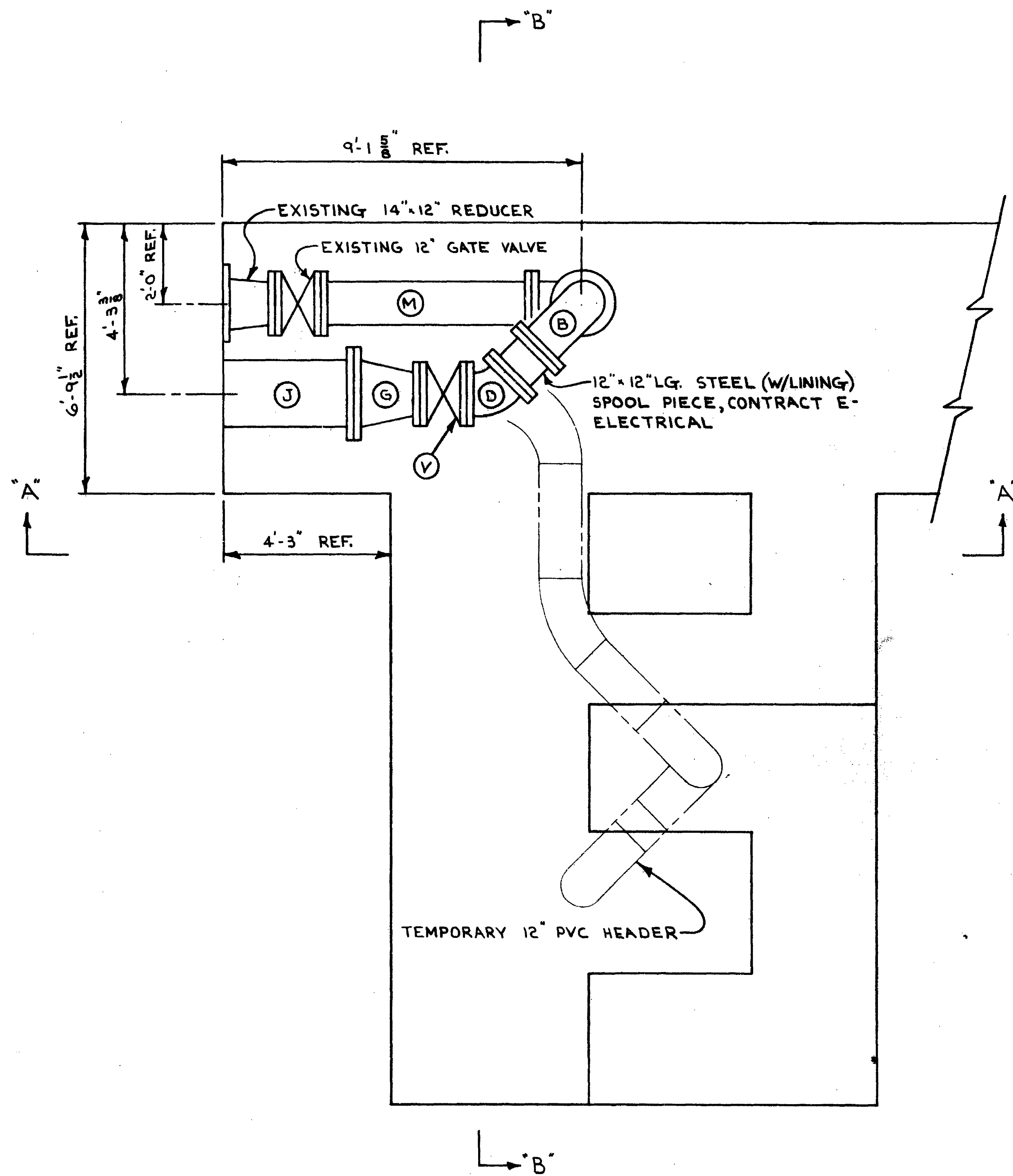
SEE J.W. DANFORTH DWGS. 8344-Z, 8344-Z-1 & 2 (12/4/81 & 2/16/82)

REVISIONS			DESIGNED BY: D.T.P.	CHECKED BY: D.T.P.	NUSSBAUMER & CLARKE, INC. CONSULTING ENGINEERS BUFFALO, NEW YORK		PROPOSED SOUTHWEST INTERCEPTOR SEWER ROGERS ROAD PIPE PLANS & SECTIONS	SHEET NO. 25 OF 55
NO.	BY	DATE	DRAWN BY: P.J.S.	CHECKED BY: R.E.V.				
1	T.J.Q.	10/3/80	DATE: 3-2-PT. 1979	SCALE: AS NOTED				
			JOB NO. 78-100	REPORT NO. WMBB				
			DRAWING NO. C-6000-25-SW-4					

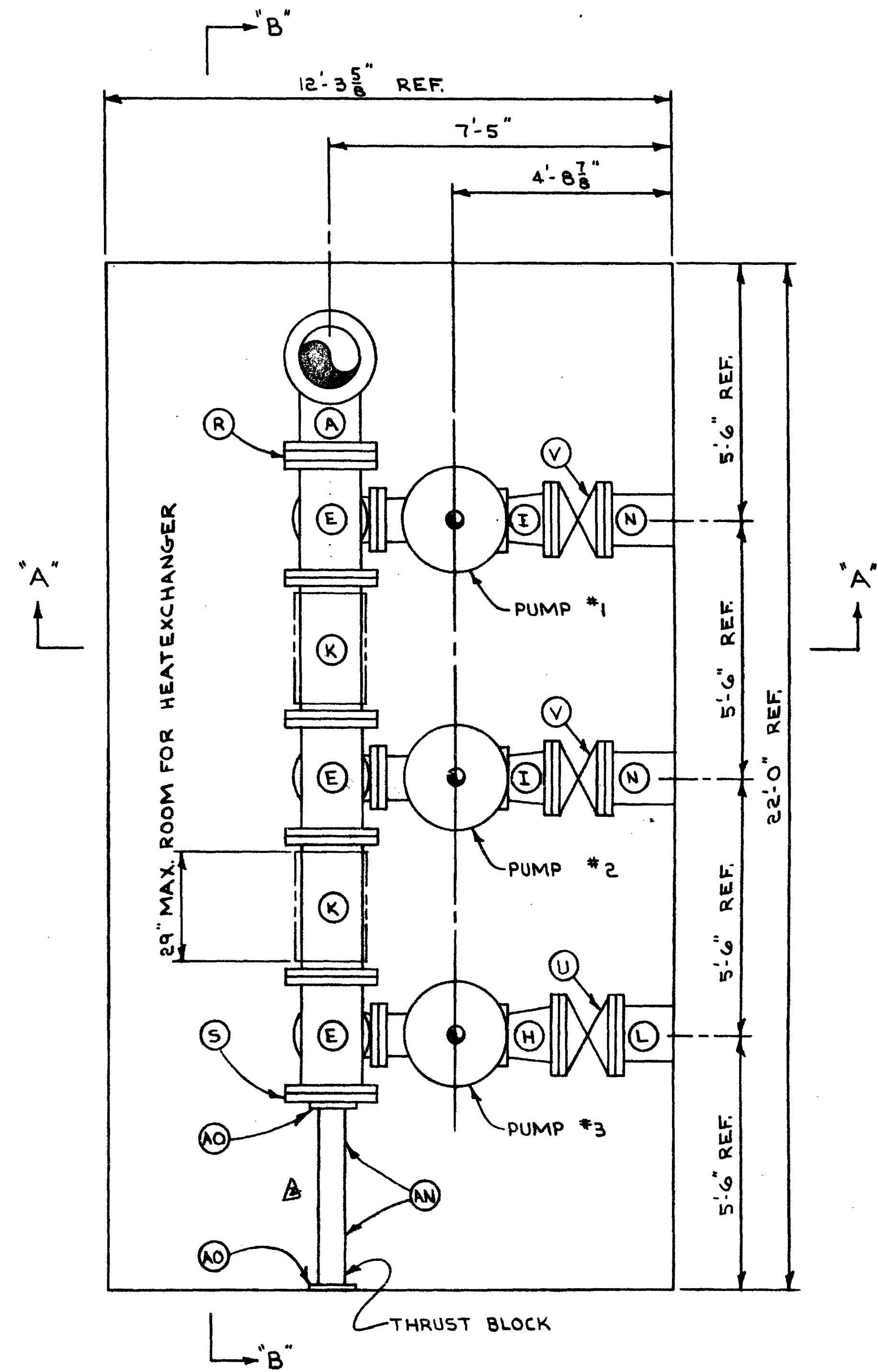
RECORD DRAWING

REV. 1 - CHECK VALVES

22-439



TAG	REQ	DESCRIPTION
A	1	16"-125" C.I. L.R. 90° ELL.
B	1	12" " " "
C	3	12" x 10" - 125" C.I. S.R. RED. 90° BASE ELL.
D	1	12"-125" C.I. 45° ELL.
E	3	16" x 16" x 12"-125" RED. TEE
F	1	16" x 12" " "
G	1	20" x 12"-125" C.I. CON. RED.
H	1	14" x 10"-125" C.I. ECC. RED.
I	2	12" x 10" " "
J	1	20" x 48" LG. F. TO RE. C.I. PIPE
K	2	16" x 35 1/2" LG. F. TO F. " "
L	1	14" x 24" LG. F. TO RE. " "
M	1	12" x 64 1/2" LG. F. TO F. " "
N	2	12" x 27" LG. F. TO RE. " "
O	2	12" x 14 1/2" LG. " "
P		
Q	1	12" x 9 1/4" " "
R	1	2 1/2" C.I. SPACER PLATE (16"-125")
S	1	16"-150" F.F. BLIND FLG.
T	3	12"-150" UNI-FLG.
U	1	14"-125" GATE VALVE
V	6	12"-125" GATE VALVE
W	3	12"-125" CHECK VALVE
X	1	20"-125" 1/8" RED RUB. F.F. GASKET
Y	8	16"-125" " "
Z	2	14"-125" " "
AA	25	12"-125" " "
AB	6	10"-125" " "
AC	24	1 1/2" x 5 1/2" LG. MACH. BOLTS W/1 NUT
AD	20	1" x 7 1/2" LG. " "
AE	100	1" x 4 1/2" LG. " "
AF	28	1" x 4 1/2" LG. " "
AG	285	3/8" x 4" LG. " "
AH	76	3/8" x 3 1/2" LG. " "
AI	L	20" MJ GLAND W/ACCESSORIES
AJ	4	12" PVC S x S 90° ELL
AK	1	12" " 45° ELL
AL	20	12" PVC PIPE
AM	2	12"-150" F.F. PVC FLG.
AN	4	6" SCH. 40 C.S. PIPE
AO	2	12" 50 x 1/2" R
AP		
AQ		



DISTRICT NO. 7
TOWN HAMBURG
CONTRACT NAME/NO. SW-47
TYPE PS
STATUS Record Dwg
ENGINEER DANFORTH
DATE 1983
SHEET 41 of 63

RECORD DRAWING
CONTRACT SW-4-B
DATE 9/16/83
JOHN W. DANFORTH COMPANY
BY [Signature]

SEE CONTRACT DWGS. 14A, 24 & 25
SEE JW DANFORTH DWS. 8344 (9/23/83)

FOLLOW DRAWING 25

NUMBER	REVISION	DATE
2	REMOVED AP + AQ	4-19-88
1	REV. PER NUSS. + CLARK'S LETTER 12-11-81	2-11-82

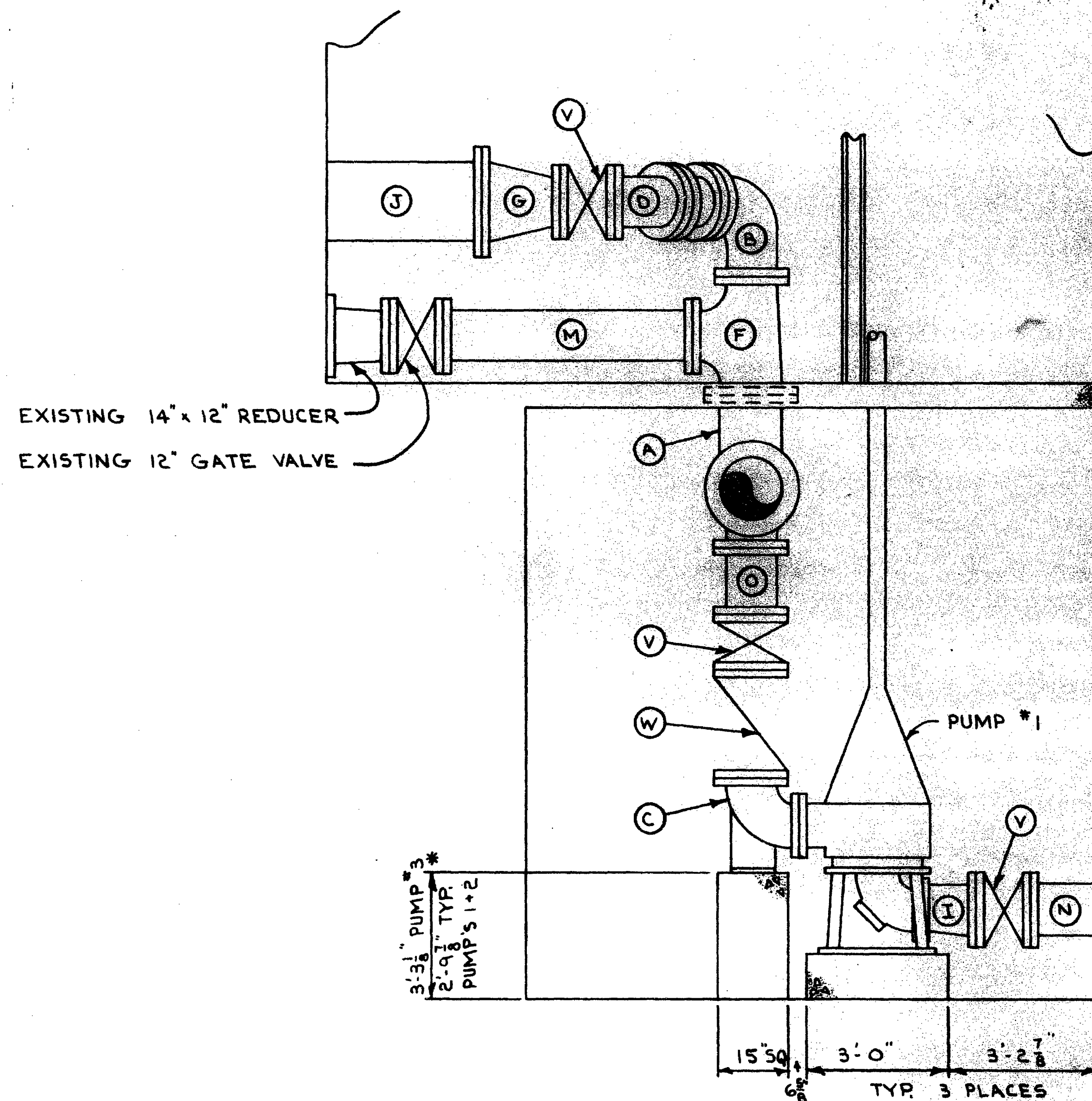
JOHN W. DANFORTH CO.
1940 FILLMORE AVE.
BUFFALO, N. Y.

FOR
SOUTHWEST INTERCEPTOR SEWER
ROGERS ROAD
PIPING PLAN + SECTION 5 SEP 26 1983

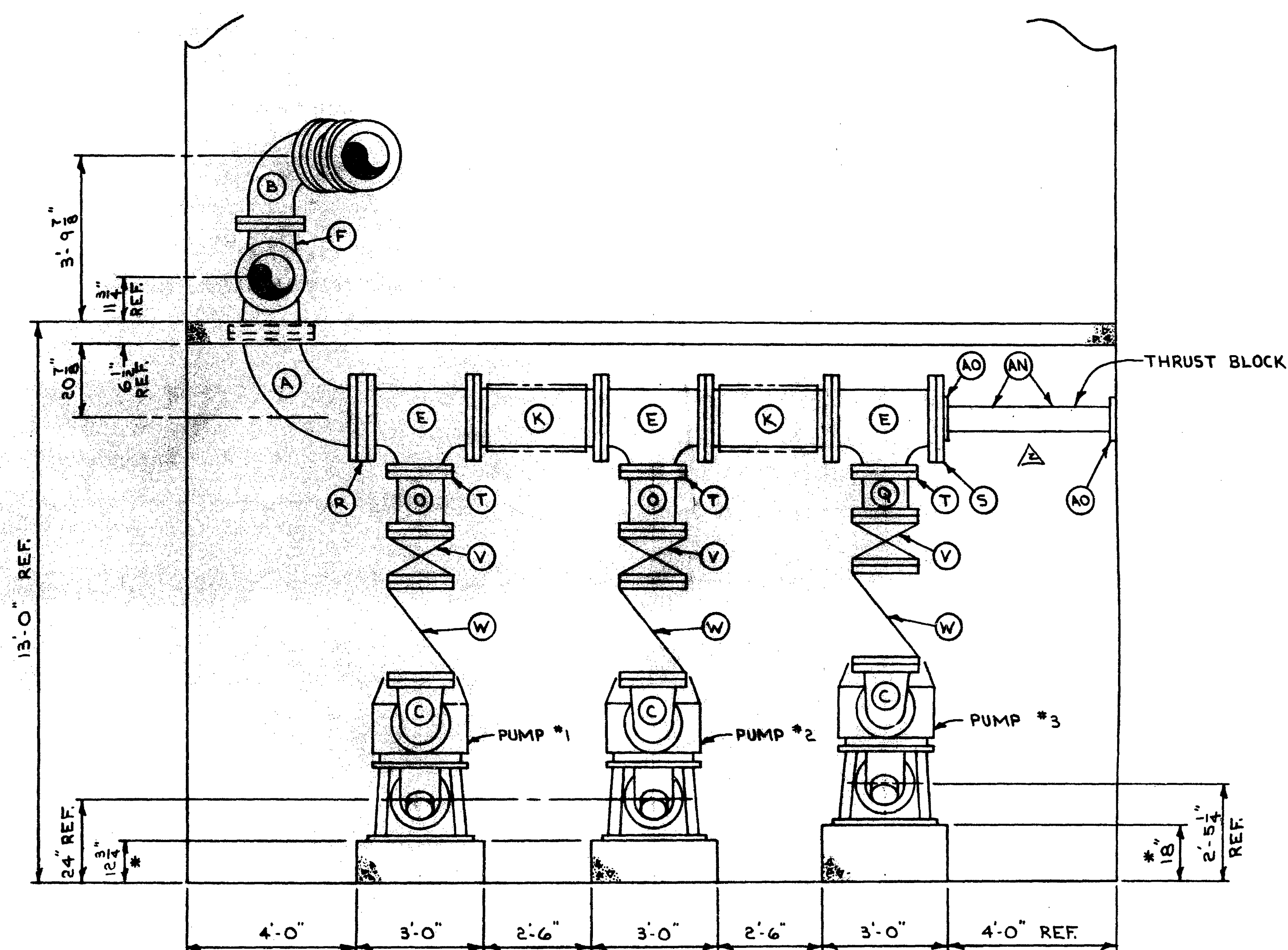
DATE 12-4-81 JOB NO. 8344
SCALE 1" = 12' DWS. NO. 8344-Z

- NOTE:
- FOR SECTIONS "A-A" + "B-B" SEE DWG. 8344-Z SHEET 2 OF 2.
 - CAST IRON PIPE WILL BE CLASS 53 WITH A THICKNESS OF 20" = .45", 16" = .43" + 12" = .40".
 - TAG "K" WILL NOT BE PAINTED OR HAVE ANY LINING.

RECORD DRAWING



SECTION "A-A"



SECTION "B-B"

DISTRICT NO. 7
 TOWN HAMBURG
 CONTRACT NAME/NO. SW-4/
 TYPE INT
 STATUS REPRO DWG
 ENGINEER DANFORTH
 DATE 1983
 SHEET 42 of 63

NOTE:

FOR PIPING PLAN VIEW'S SEE DWG. 8344-Z
 SHEET 1 OF 2.

* INCLUDES 1' OF GROUT

RECORD DRAWING
 CONTRACT SW-4-B
 DATE 9-26-83
 JOHN W. DANFORTH COMPANY
 BY [Signature]

FOLLOW DRAWING 25

SEE CONTRACT DWGS 14A, 24, 25
 SEE JW DANFORTH DWG. 8344(9/23/83)

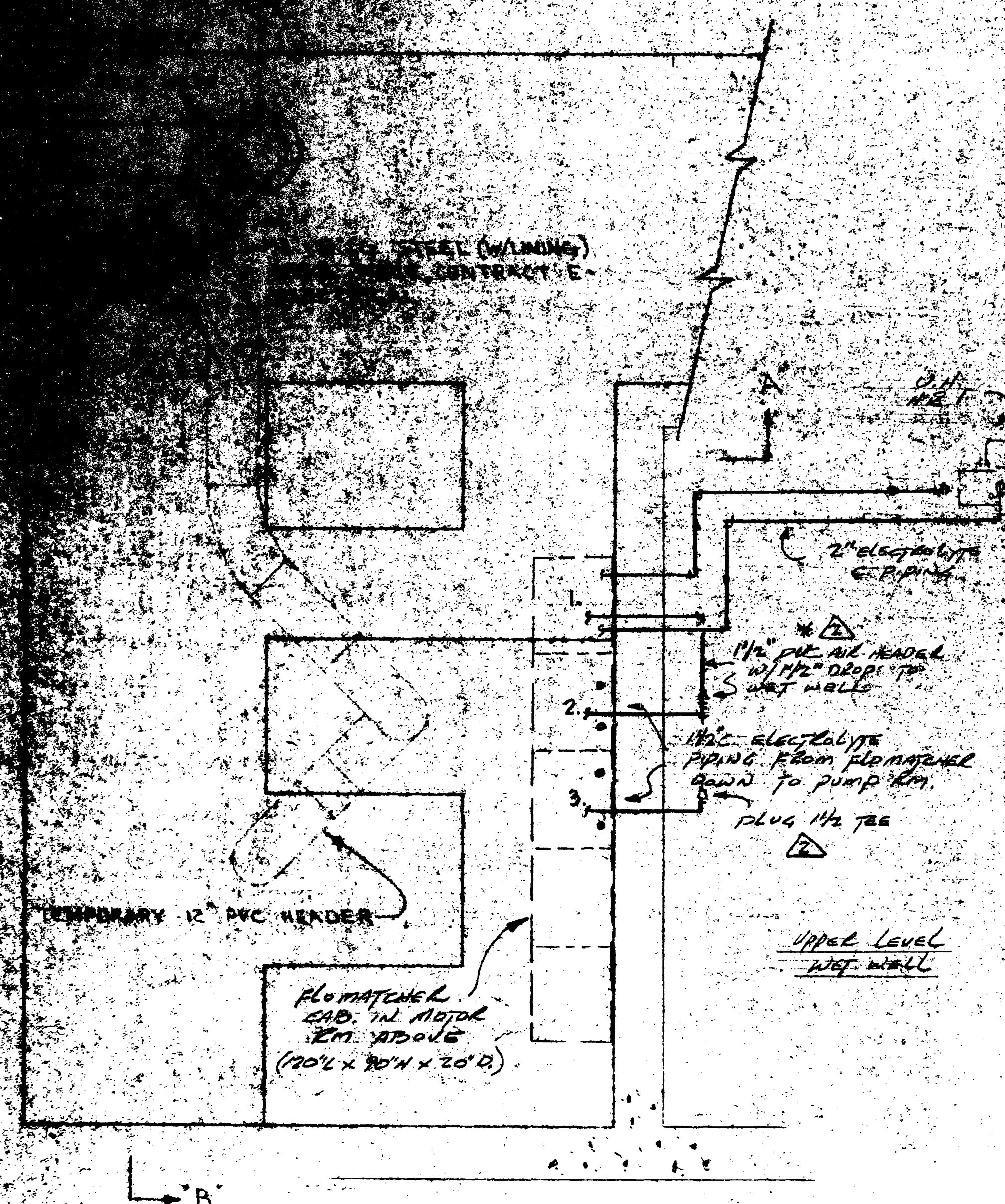
NUMBER	REVISION	DATE
2	REMOVED AP + AQ	4-19-83
1	REV PER NUSS, CLARKE'S LETTER 12-11-81	2-11-82

JOHN W. DANFORTH CO.
 1940 FILLMORE AVE.
 BUFFALO, N.Y.

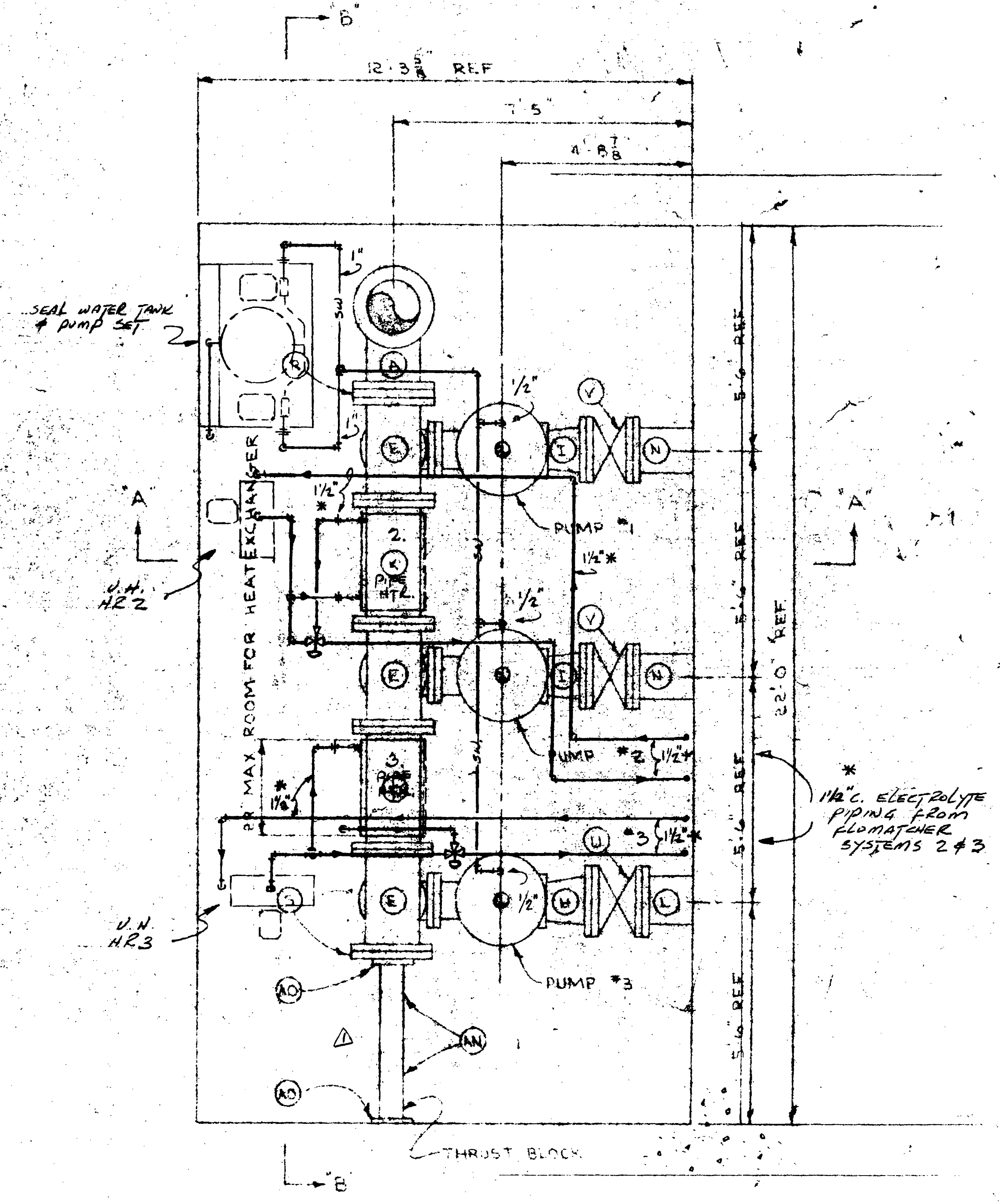
FOR
 SOUTHWEST INTERCEPTOR SEWER
 ROGERS ROAD
 PIPING PLAN + SECTIONS SEP 26 1983

DATE:	12-8-81	JOB NO.	8344
SCALE:	1" = 12'	DWG. NO.	8344-Z

SHEET 2 OF 2



TAG NO.	DESCRIPTION
A 1	12\"/>



DISTRICT 13, 7
 TOWN 111th St
 CONTRACT NO. SW-9/
 PS
 RECORDED
 ENGINEER DANFORTH
 DATE 1982
 SHEET 43/63

- NOTE:
- FOR SECTIONS A-A + B-B SEE DWG 8344-Z SHEET 2 OF 2.
 - CAST IRON PIPE WILL BE CLASS 53 WITH A THICKNESS OF 20", 45", 10", 43", 12", 40".
 - TAG "X" WILL NOT BE PAINTED OR HAVE ANY LINING.

RECORD DRAWING

SEAL WATER
 BUBBLER PIPING
 & HEAT RECOVERY SYSTEM.

SEE DWG DANFORTH DWS 8344 (9/17/82)
 SEE CONTRACT DWS 14A, 14 AND 15

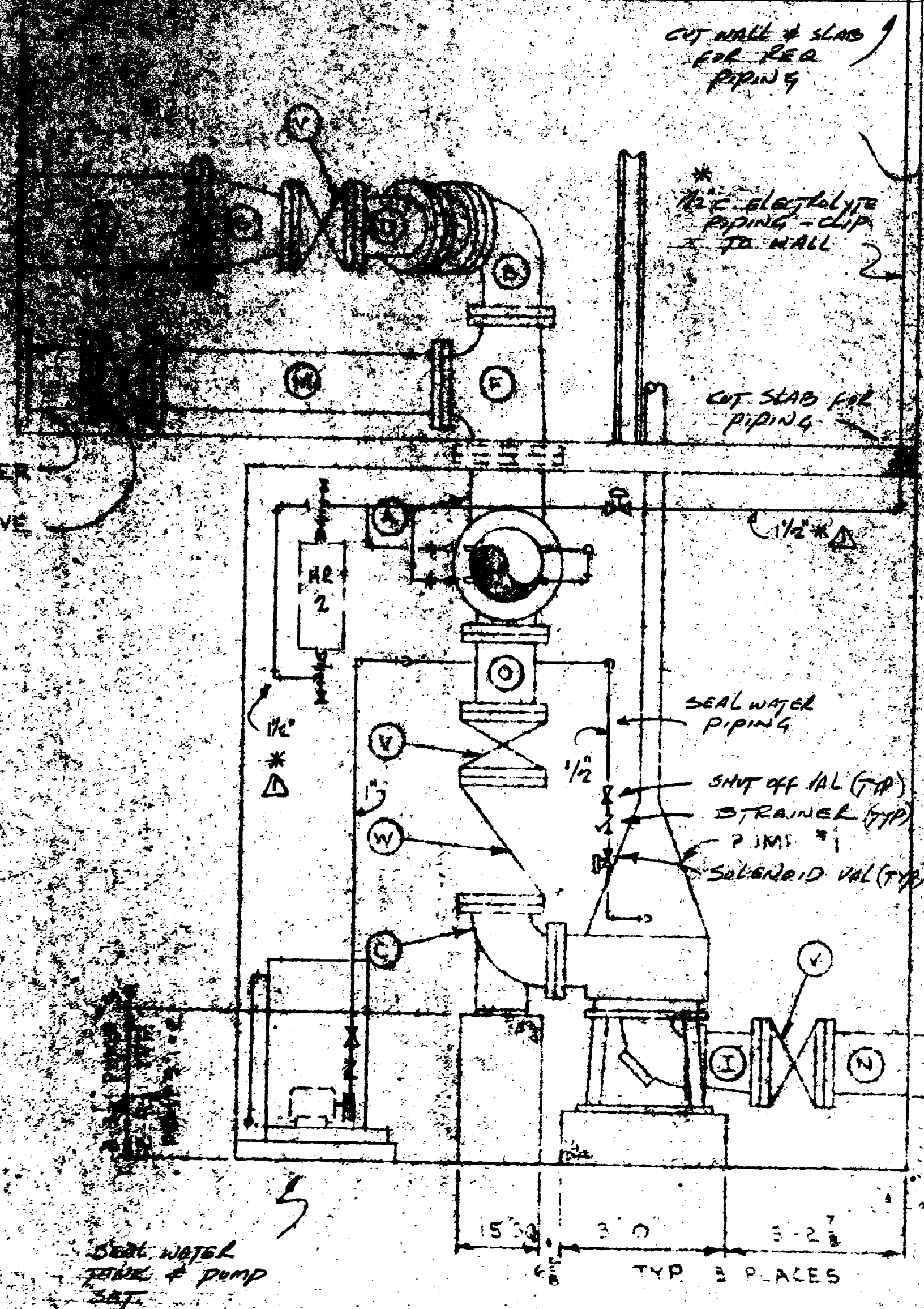
NUMBER	REVISION	DATE
1	Removed AP + AQ REV AS PER APPROVAL 3/5/82	3/12/82

JOHN W. DANFORTH CO.
 1940 FILLMORE AVE.
 BUFFALO, N. Y.

SOUTHWEST INTERCEPTOR SEWER
 ROGERS ROAD
 PIPING PLAN - SECTIONS

DATE 2/10/82 JOB NO. 8344
 SCALE 1" = 12' DWS NO. 3344-Z-1

EXISTING 14" x 12" REDUCER
EXISTING 12" GATE VALVE

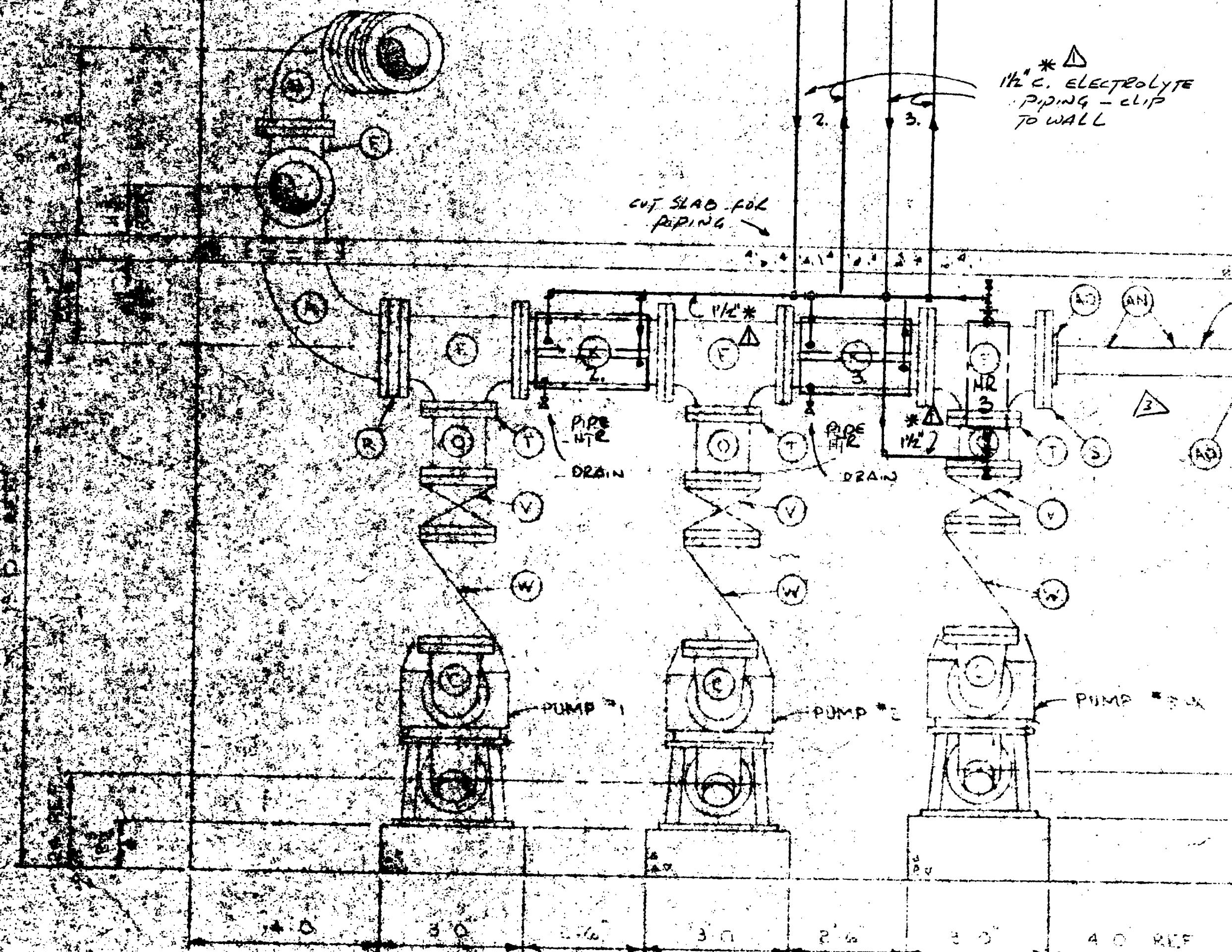


SECTION A-A

* 1 1/2" PVC BUBBLER LINES FROM 3/4" HDR IN WET WELL BEYOND NOTE: RUN INSIDE EXIST. FLOAT PIPE IN WET WELL.

EXISTING WET WELL

NOTED: ENDS ON BUBBLER LINES ELEV. 613.25



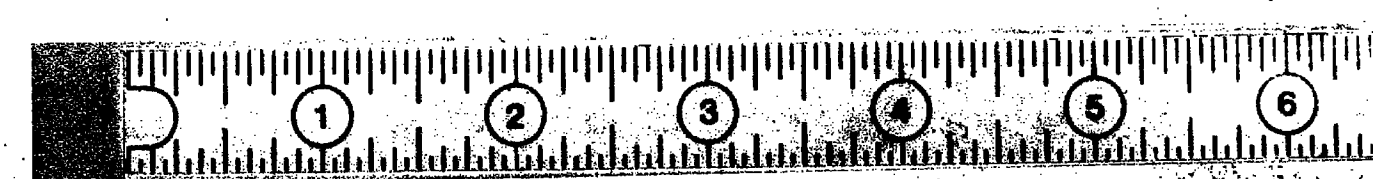
SECTION B-B

DISTRICT NO. 7
TOWN 11th St. W
CONTRACT NO./NO. SW-97
TYPE PS
STATUS REPAIR DWG
ENGINEER J. ANTHONY
DATE 1953
SHEET 44 of 63

NOTE

FOR PIPING PLAN VIEWS SEE DWG. 8144-Z SHEET 1 OF 3

* INCLUDES 1 OF GROUT



RECORD DRAWING

SEAL WATER BUBBLER PIPING & HEAT RECOVERY SYSTEM.

SEE JOHN DANFORTH DWG. 8144-Z (REV. 1/53)
SEE CONTRACT DWGS. 14A, 24 AND 25

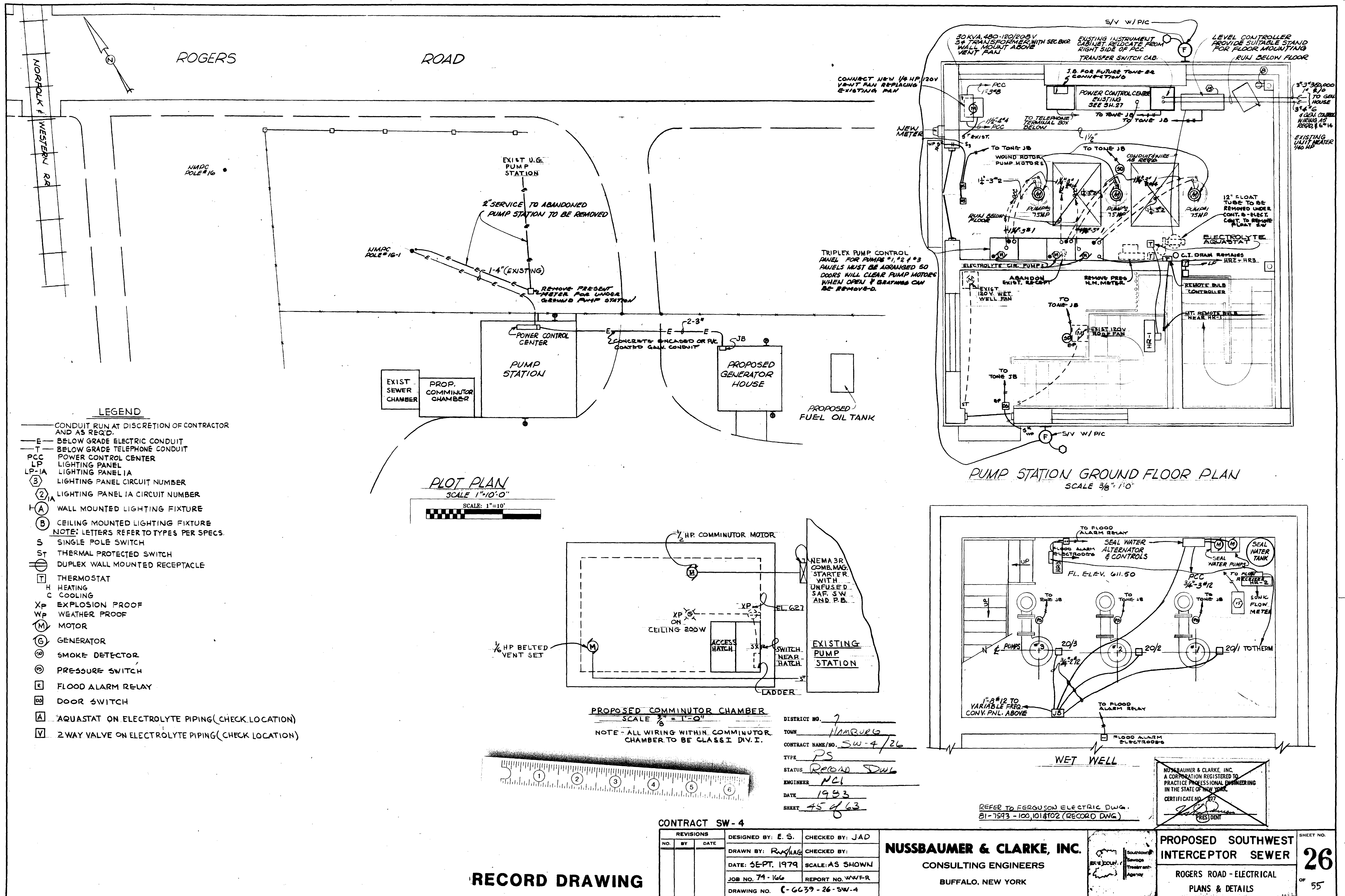
REVISION	DATE
Removed AP + AQ	5-12-53
REV BUBBLER PIPING (VERBAL)	3/16/52
REV AS PER APP. DRAW. 3/5/52	3/15/52

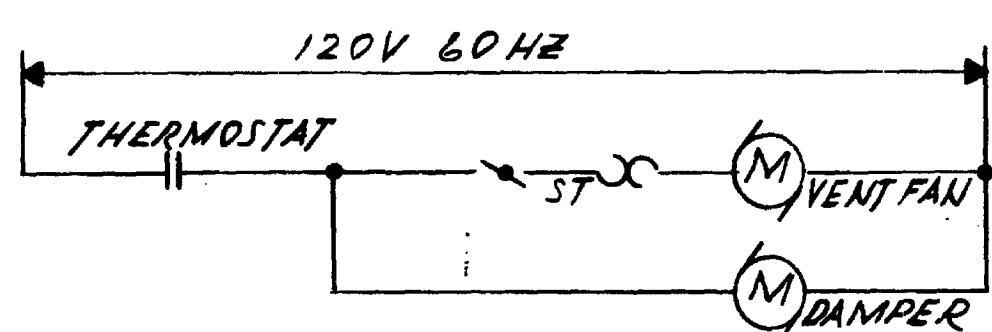
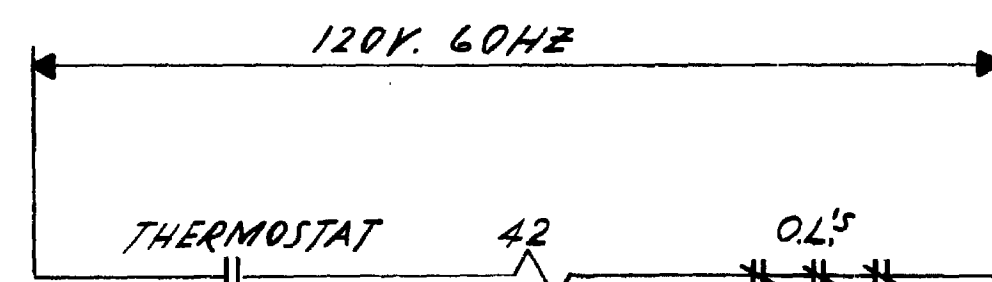
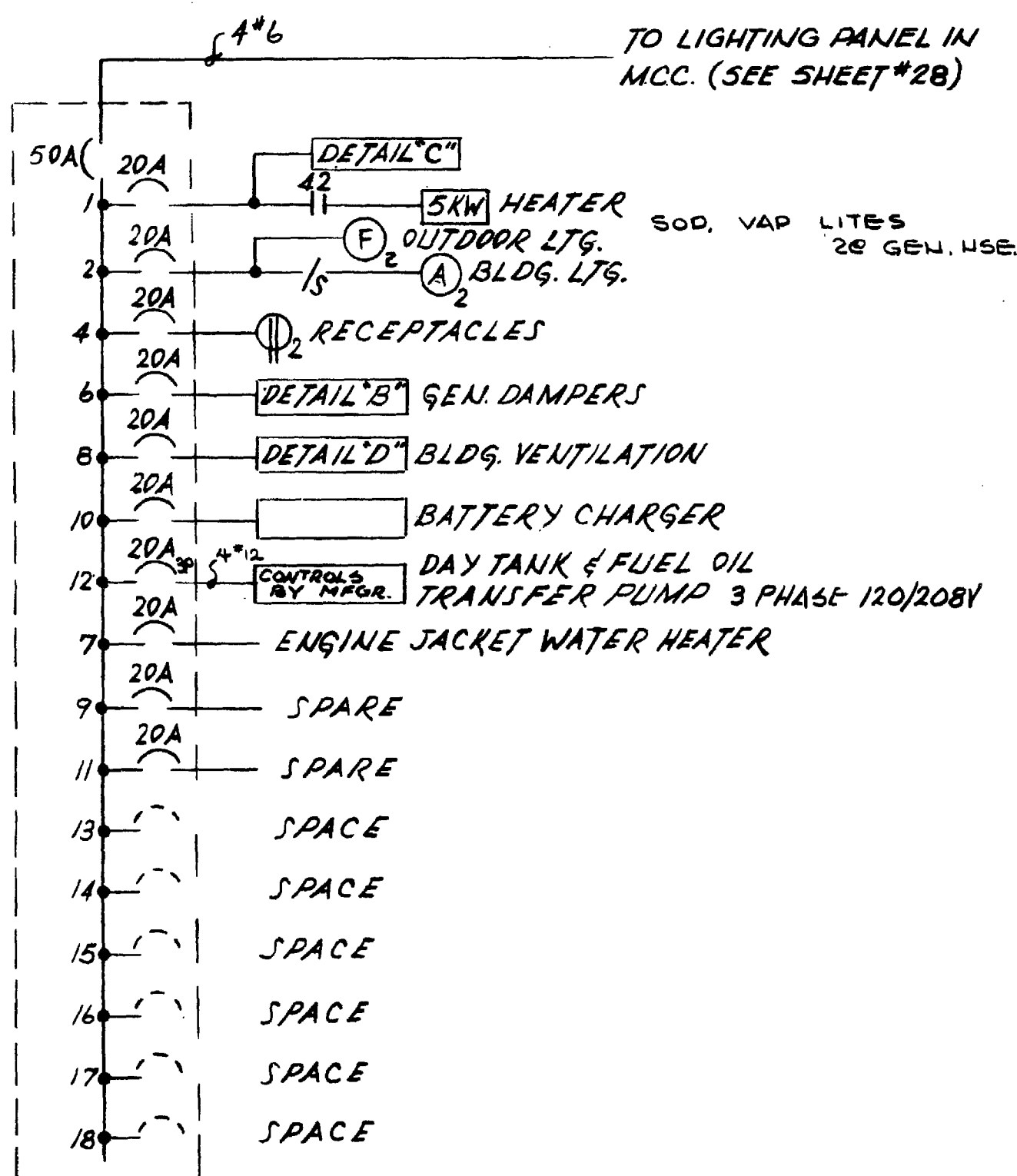
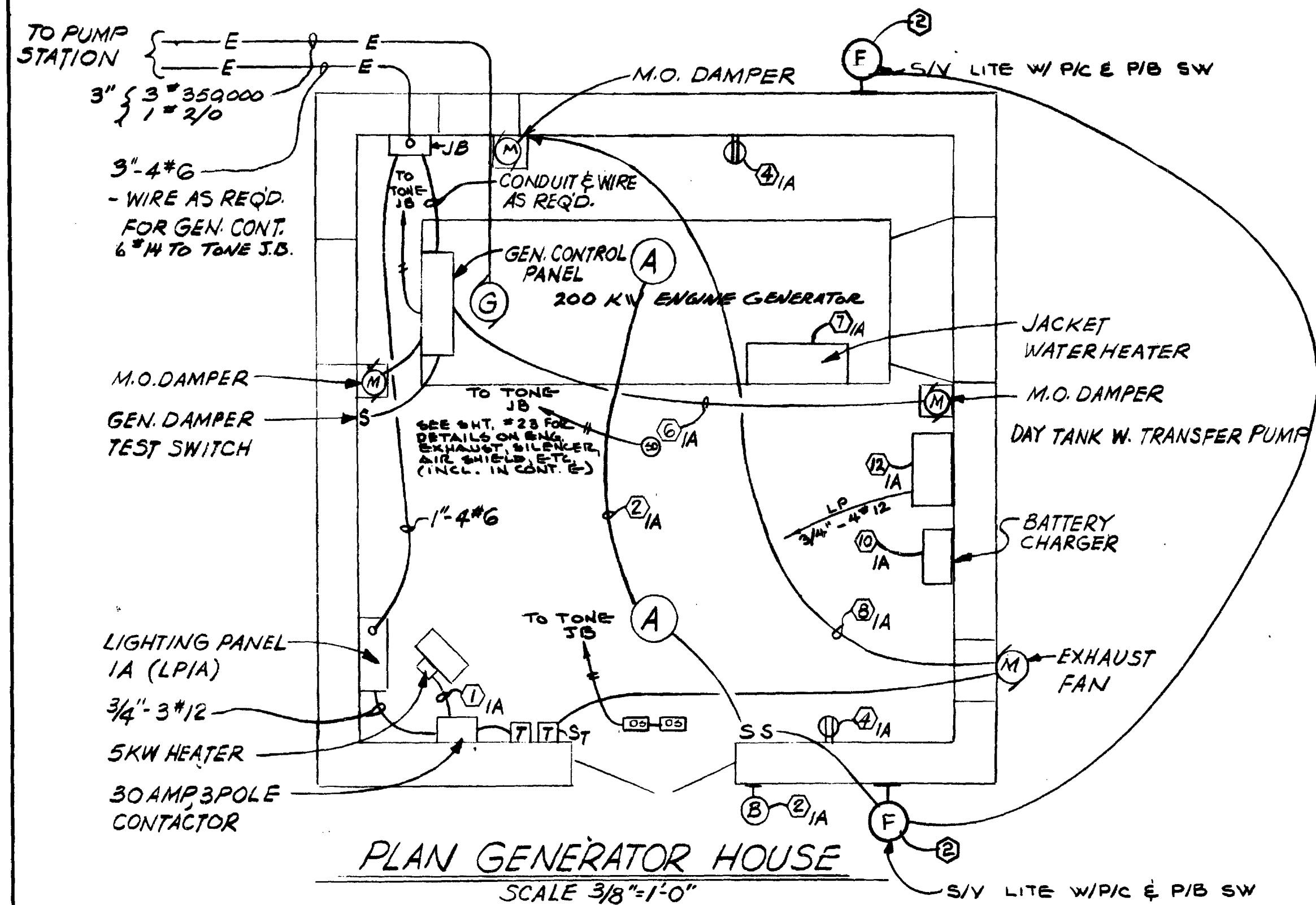
JOHN W. DANFORTH CO.
1940 FILLMORE AVE.
BUFFALO, N. Y.

FOR SEYMOUR INTERCEPTOR TOWER NO. 1 AND 2

PIPING PLAN - SECTIONS

DATE 2/16/52	JOB NO. 8144
SCALE	CWS NO. 8144-Z-2





NOTE: SEE TYPICAL ALARM CIRCUIT DIAGRAM ON SHT. #9

DISTRICT NO. 7
TOWN HAMBURG
CONTRACT NAME/NO. SW-7/27
TYPE PS
STATUS RECORDED
ENGINEER NCL
DATE 1983
SHEET 76 of 63

NUSSBAUMER & CLARKE, INC.
A CORPORATION REGISTERED TO
PRACTICE PROFESSIONAL ENGINEERING
IN THE STATE OF NEW YORK
CERTIFICATE NO. 1014102
PRESIDENT

REFER TO FERGUSON ELECTRIC DWG 81-1593 -
100, 101 & 102 (RECORD DWG.)

CONTRACT SW - 4

REVISIONS			DESIGNED BY: LRS	CHECKED BY: JAD
NO.	BY	DATE	DRAWN BY:	CHECKED BY:
			DATE: SEPT. 1979	SCALE:
			JOB NO. 74-166	REPORT NO. W/F R
			DRAWING NO. C-6639-27-SW-4	

NUSSBAUMER & CLARKE, INC.
CONSULTING ENGINEERS
BUFFALO, NEW YORK

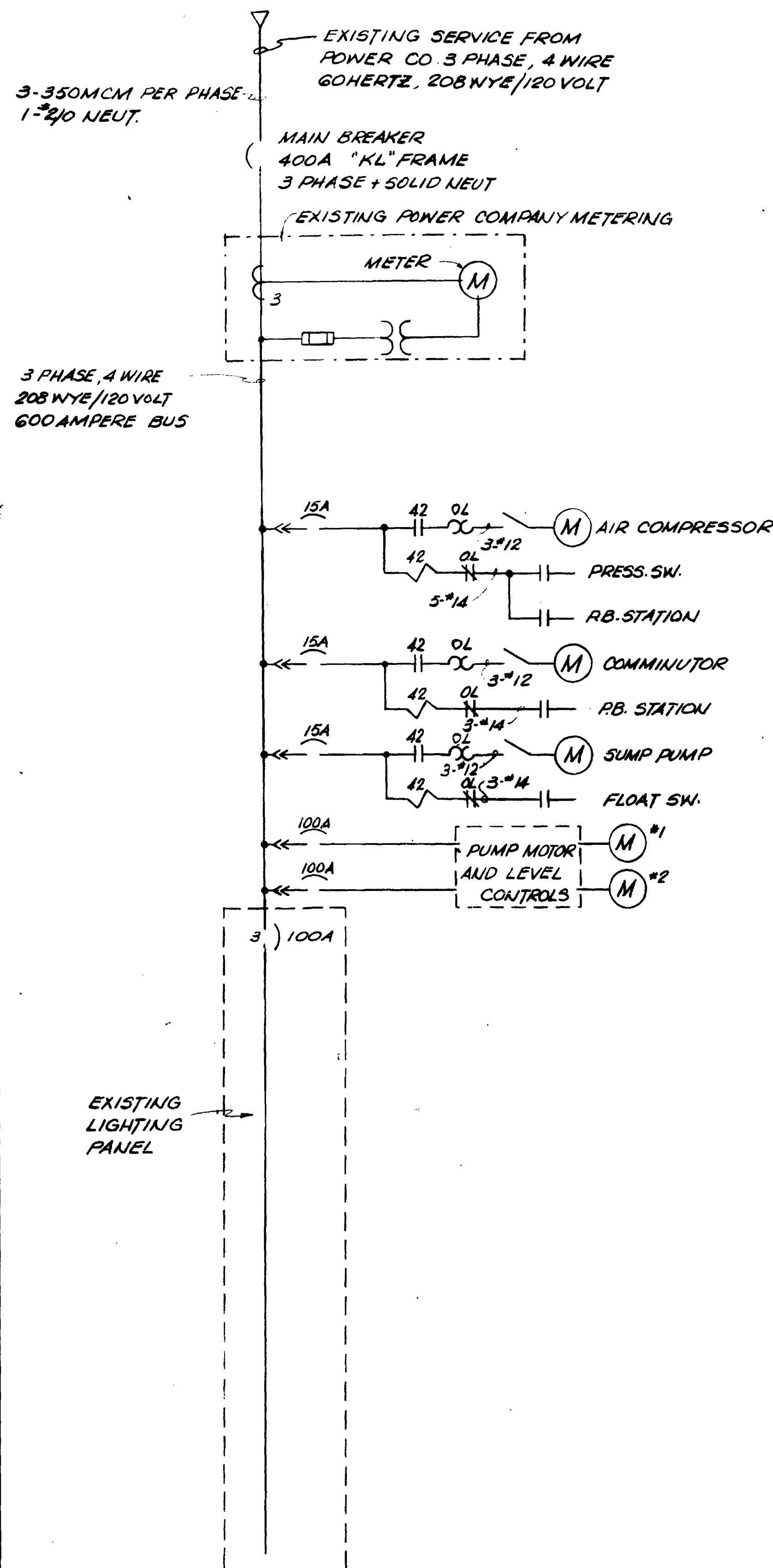
ERIE COUNTY
Sewage
Treatment
Agency

**PROPOSED SOUTHWEST
INTERCEPTOR SEWER**
ROGERS ROAD - ELECTRICAL
PROP. PLANS & DETAILS

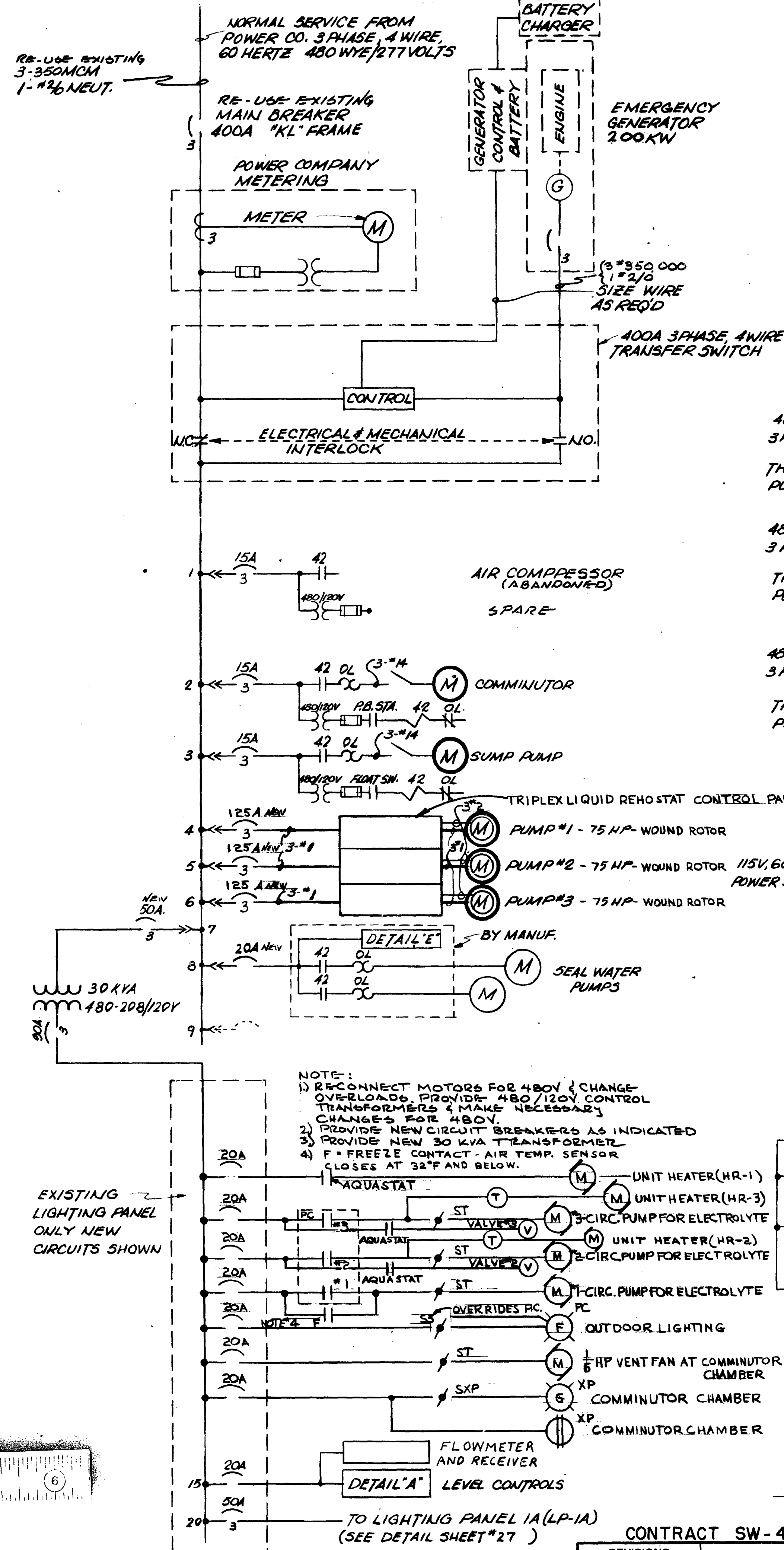
SHEET NO.
27
OF
55

RECORD DRAWING

22-445

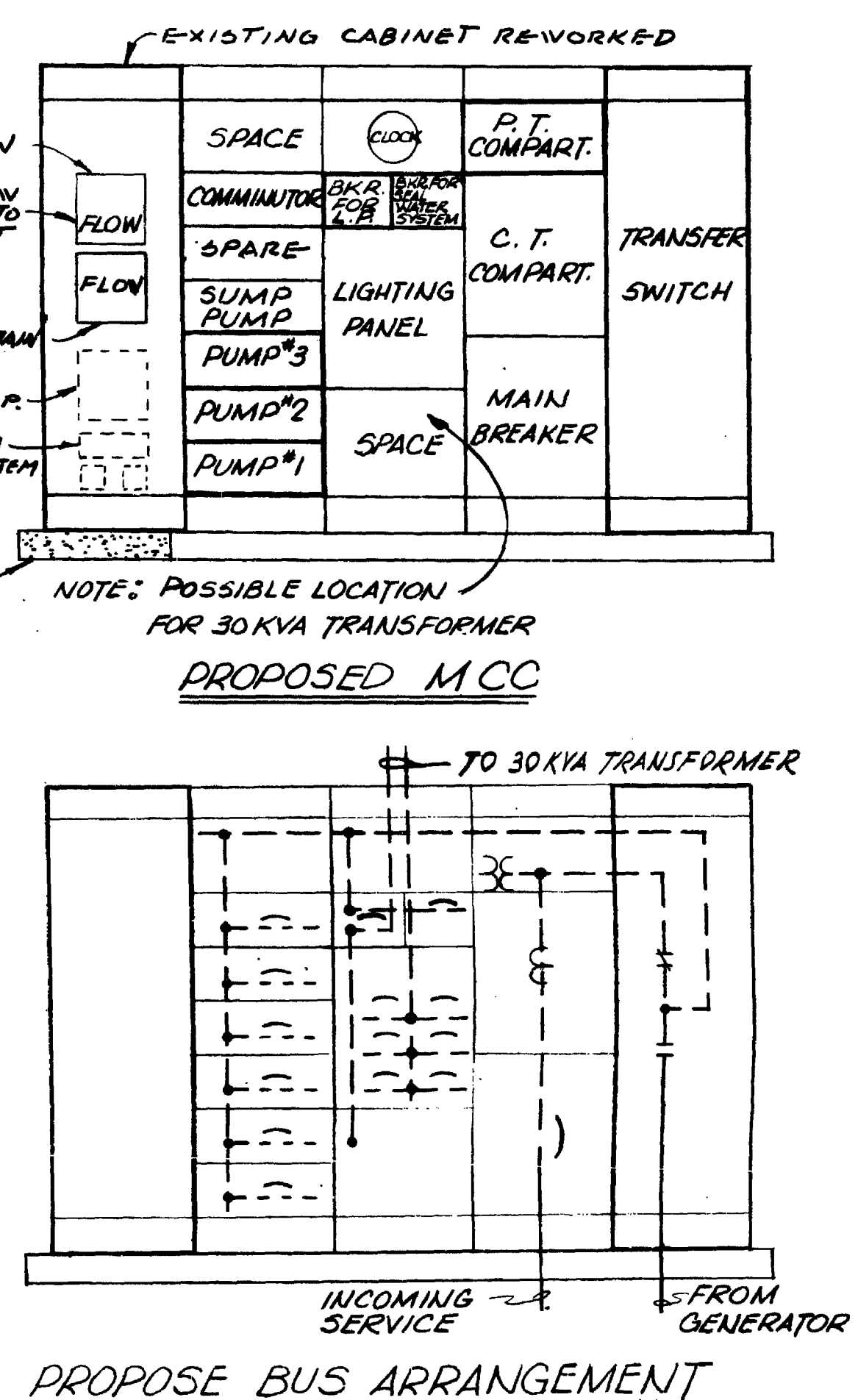
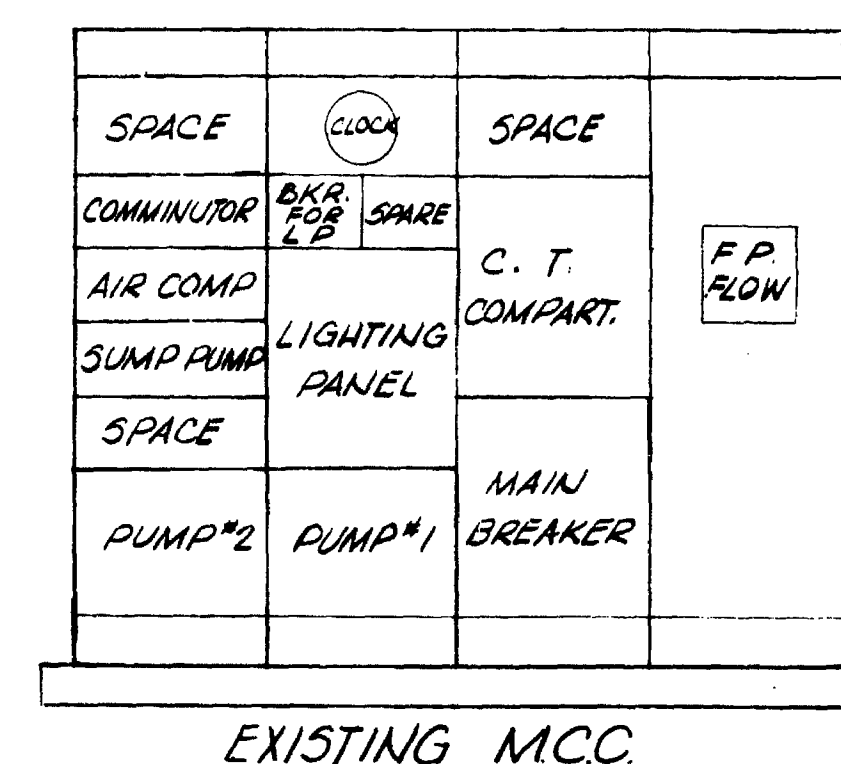
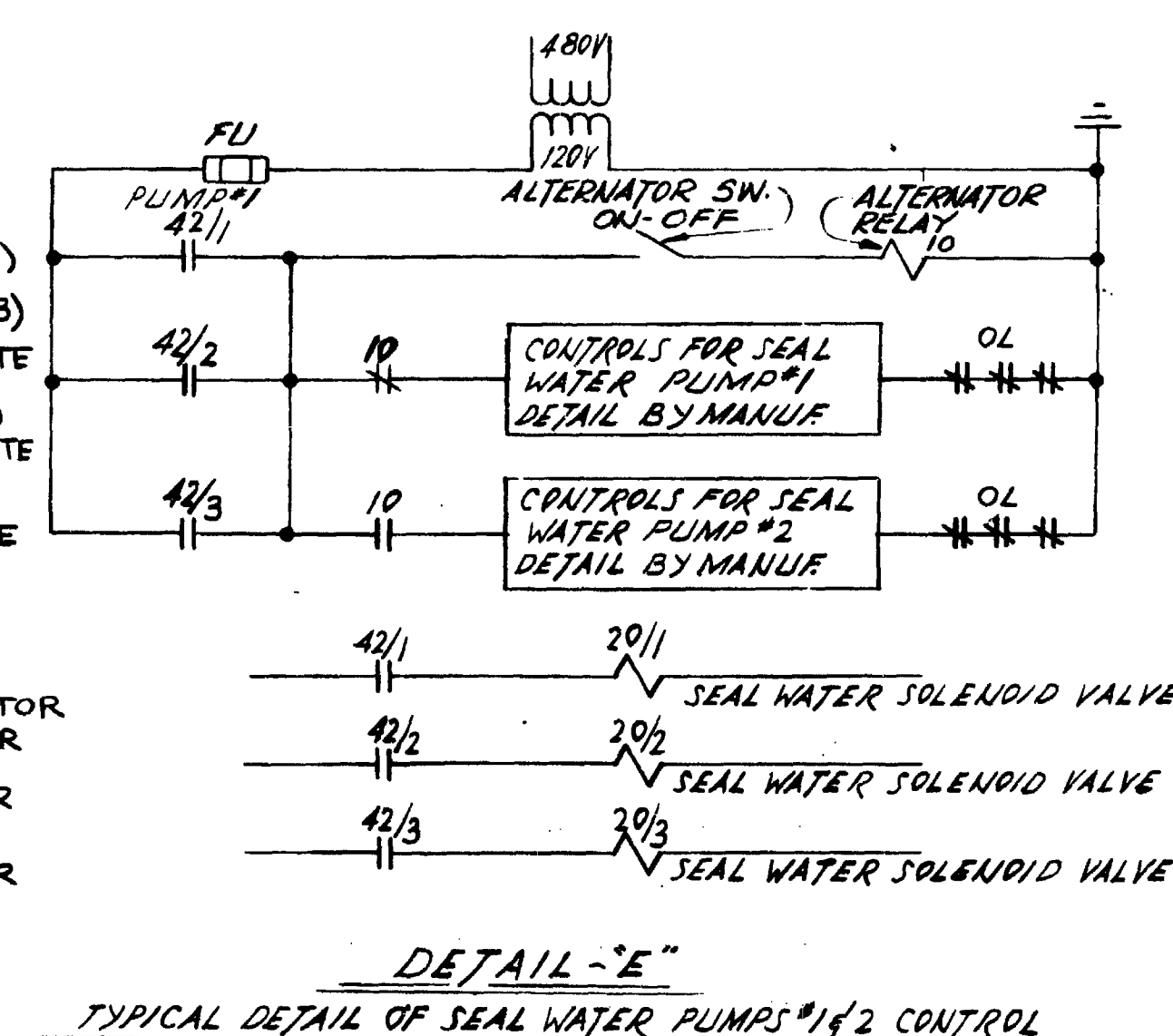
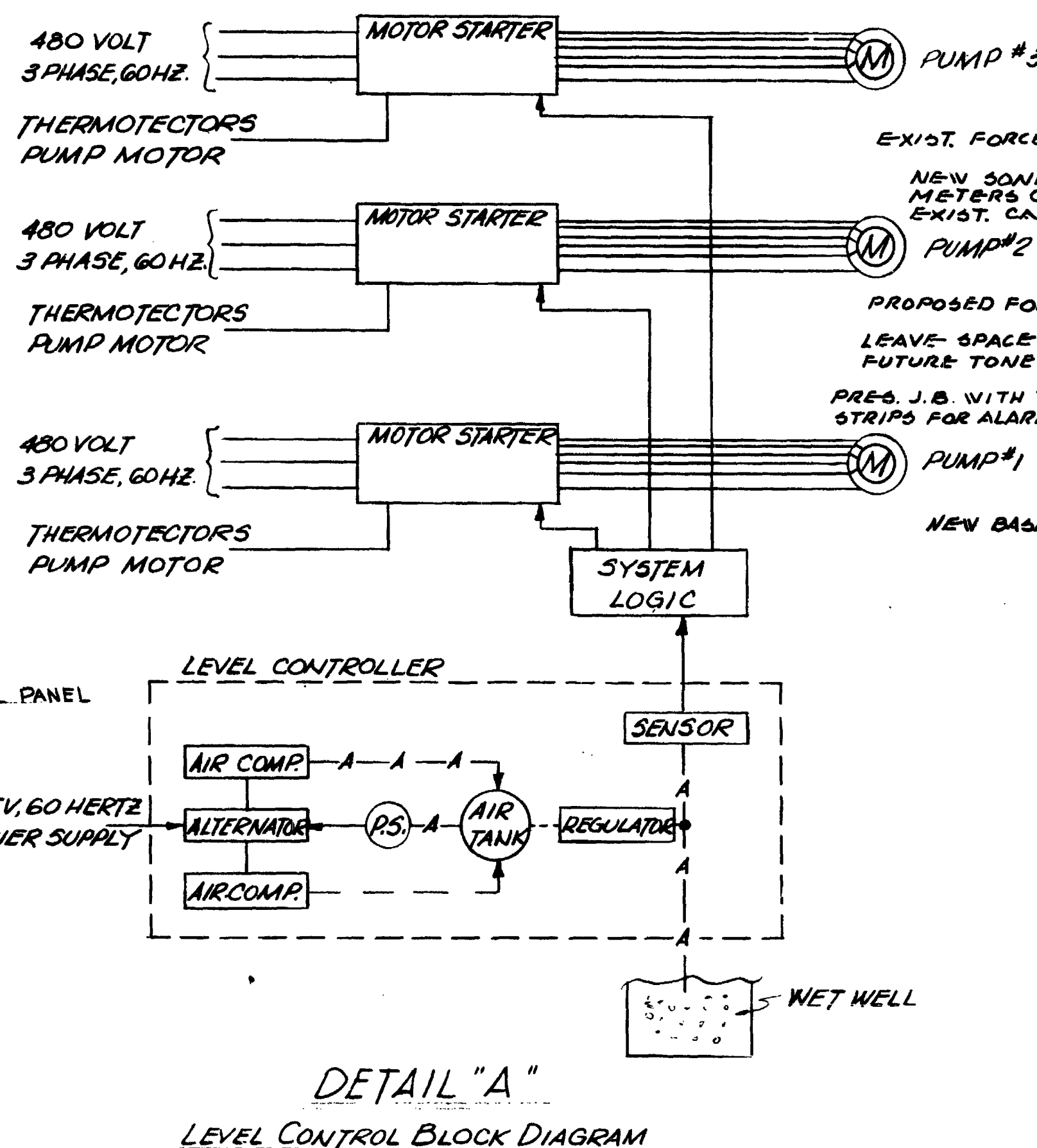
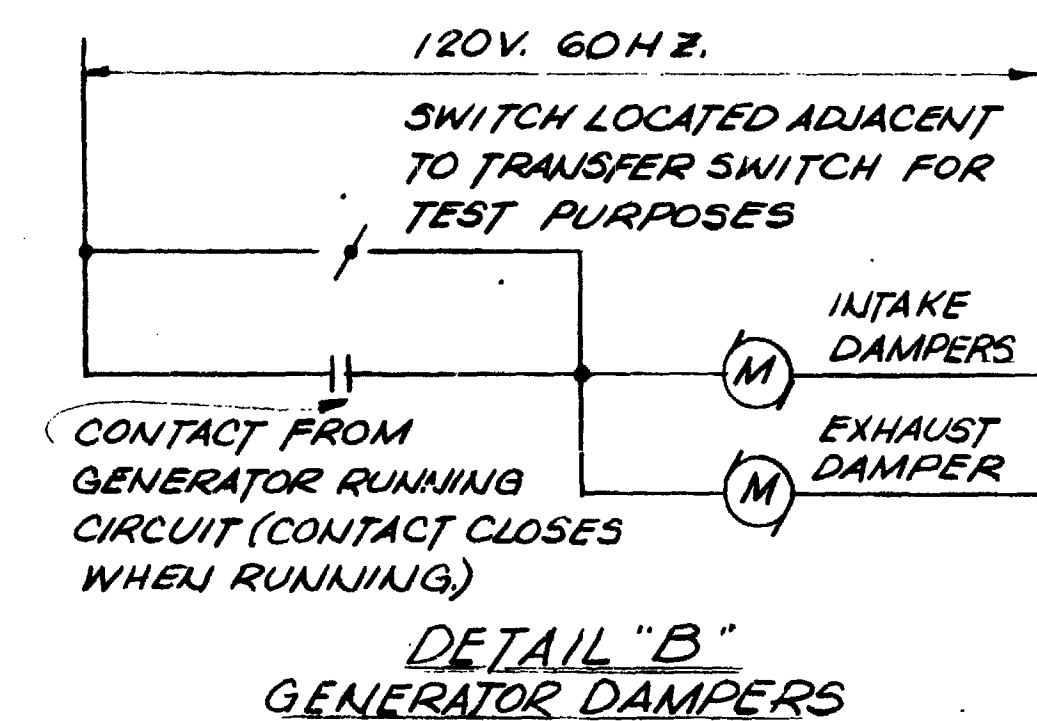


EXISTING SINGLE LINE DIAGRAM



PROPOSED SINGLE LINE DIAGRAM

RECORD DRAWING



EXISTING COMMUNITOR TO BE REMOVED
NEW COMMUNITOR - OUTSIDE CHAMBER

Ⓢ = HIGH LIMIT THERMOSTAT
P.C. = PUMP CONTROL

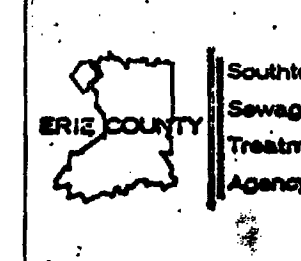
DISTRICT NO. 7
TOWN HAMBURG
CONTRACT NAME/NO. SW-4/28
TYPE PS
STATUS RECORD DWG
ENGINEER NCI
DATE 1983
SHEET 77 of 63

REFER TO FERGUSON ELECTRIC DWG. 81-7593-100, 101 & 102 (RECORD DWG.)

NUSSBAUMER & CLARKE, INC.
A CORPORATION REGISTERED TO
PRACTICE PROFESSIONAL ENGINEERING
IN THE STATE OF NEW YORK
CERTIFICATE NO. 107
(PRES) DBT

REVISIONS			CONTRACT SW-4	
NO.	BY	DATE	DESIGNED BY: LRS	CHECKED BY: JAD
1			DRAWN BY: RW/HAG	CHECKED BY:
2			DATE: SEPT. 1979	SCALE:
3			JOB NO. 74-166	REPORT NO. WWFR
4			DRAWING NO. C-6633-28-SW-4	

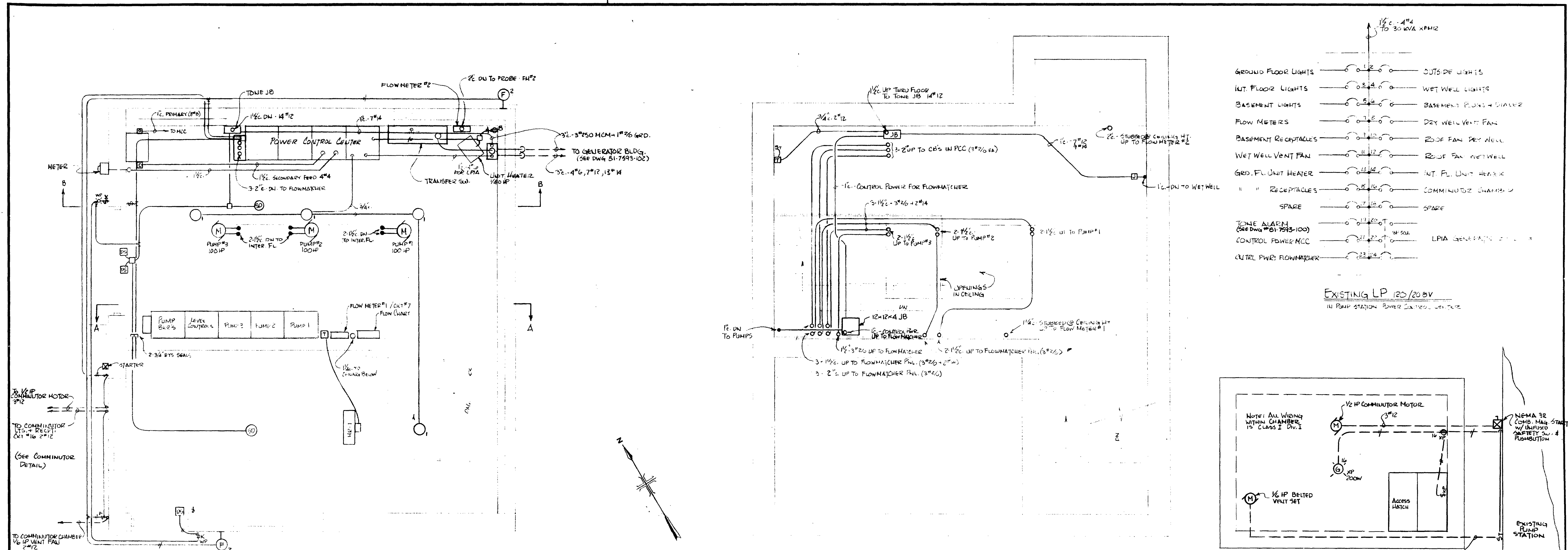
NUSSBAUMER & CLARKE, INC.
CONSULTING ENGINEERS
BUFFALO, NEW YORK



**PROPOSED SOUTHWEST
INTERCEPTOR SEWER**
ROGERS ROAD - ELECTRICAL
SINGLE LINE DIAGRAMS & DETAILS

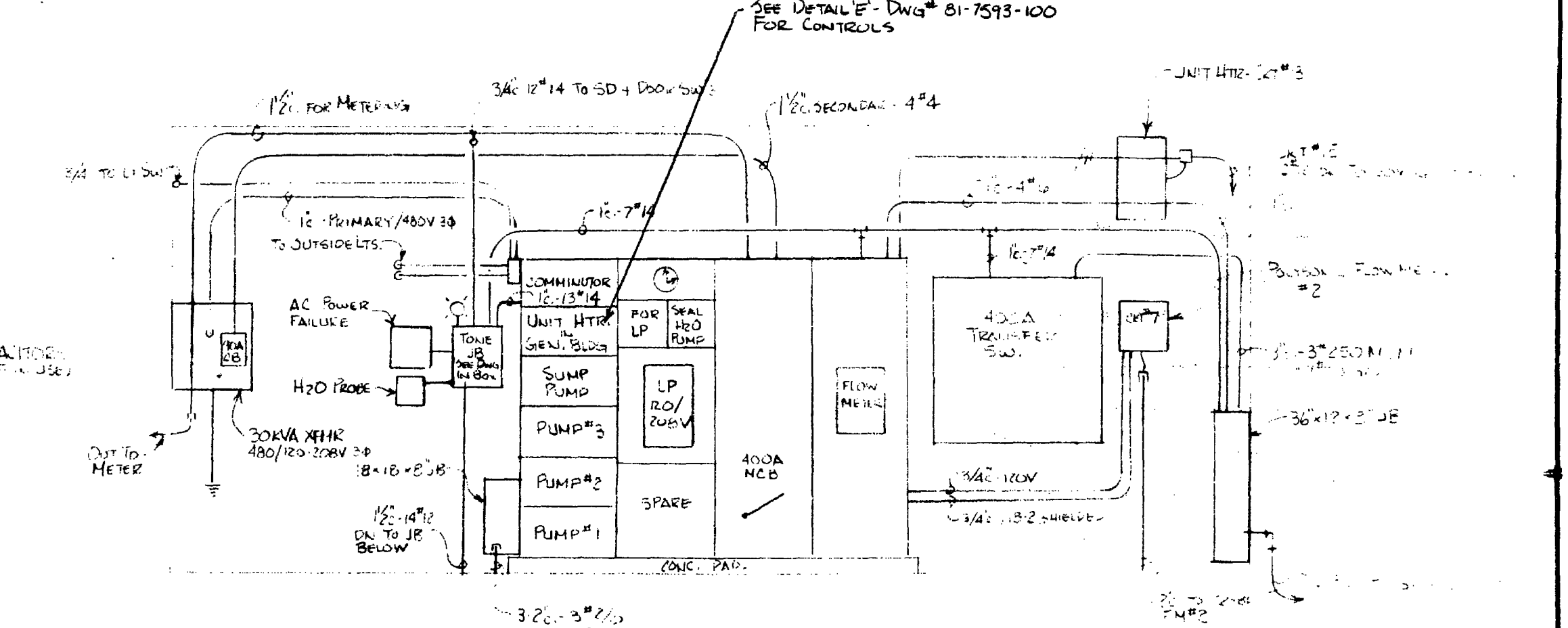
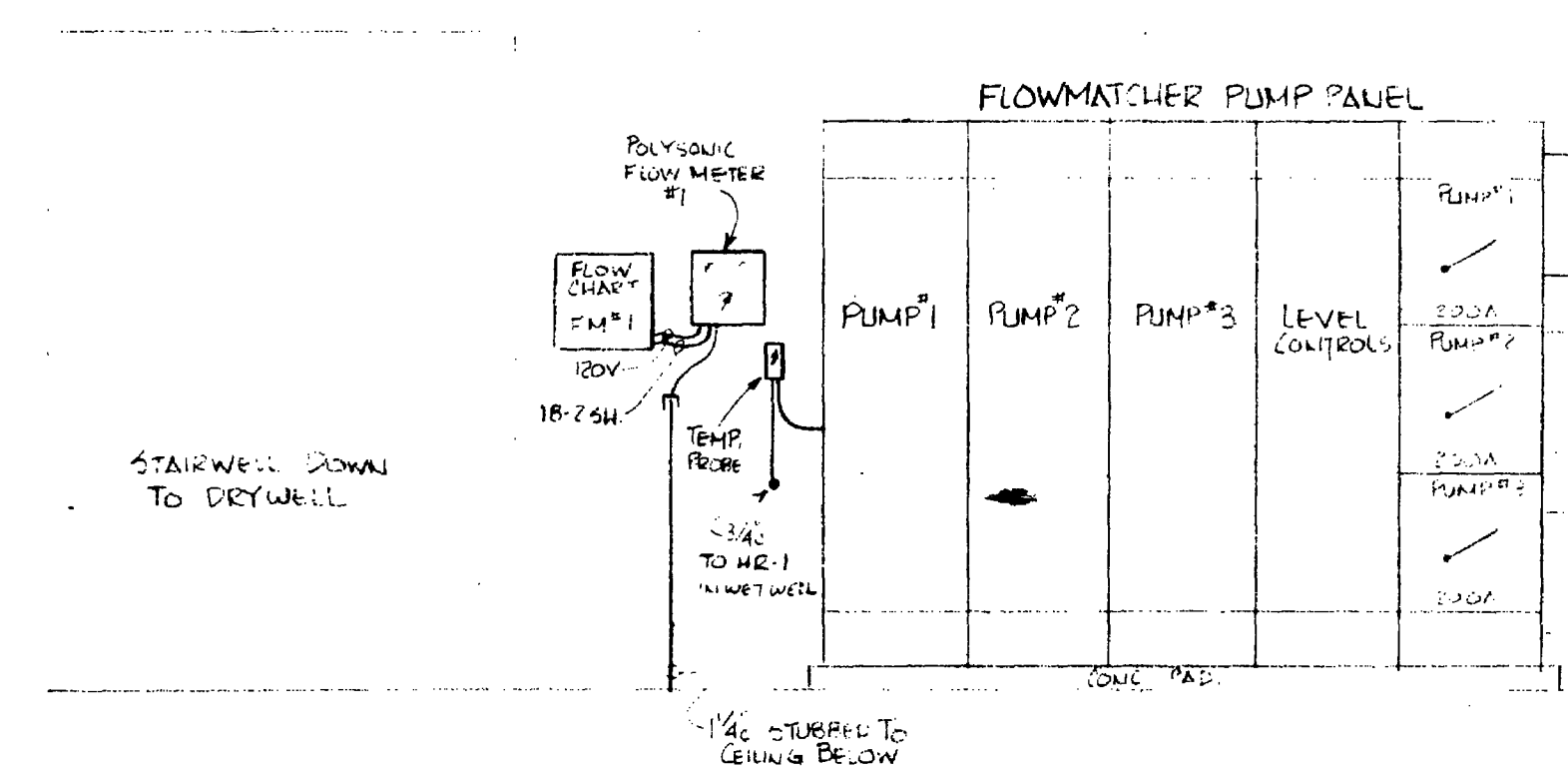
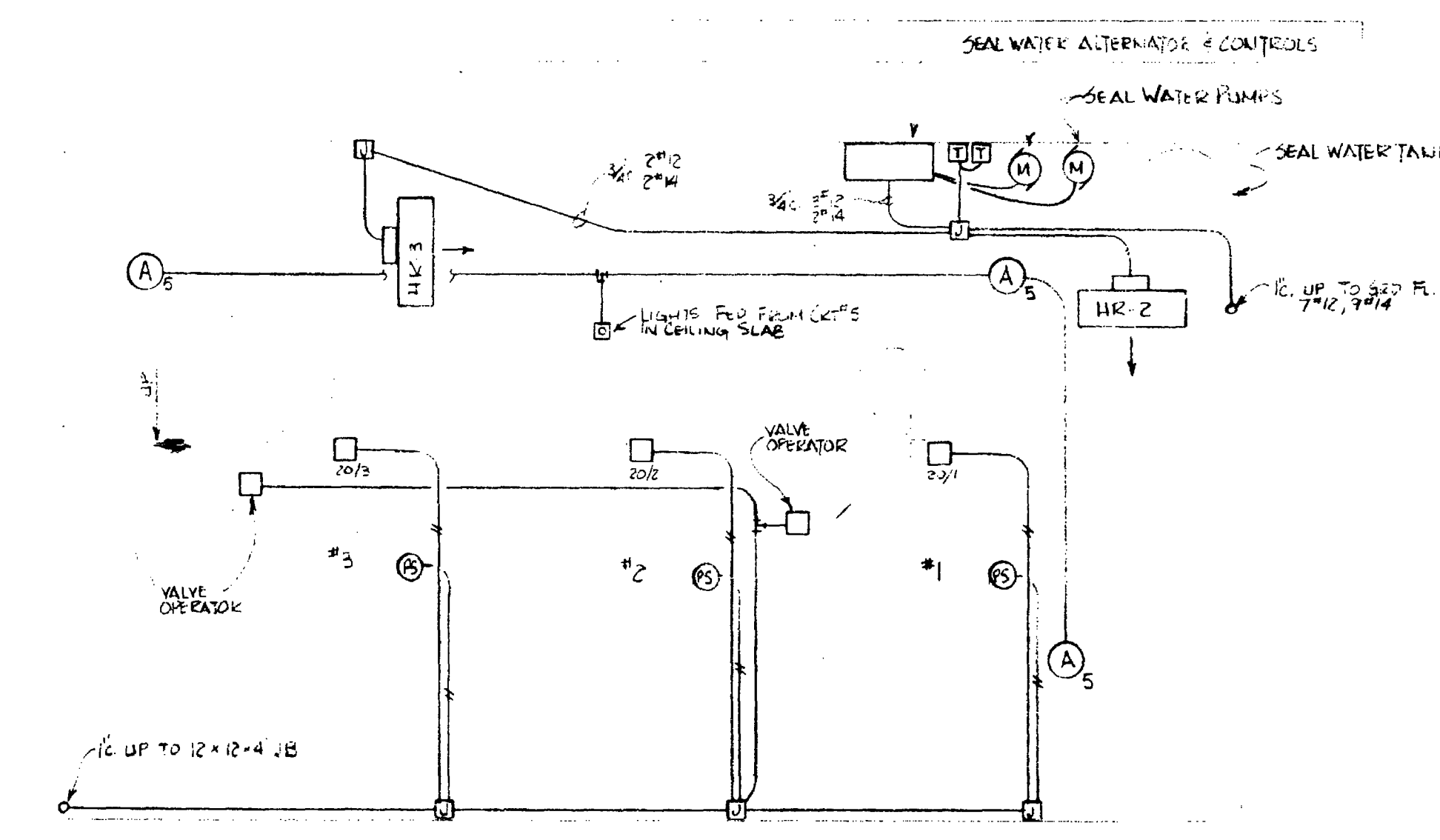
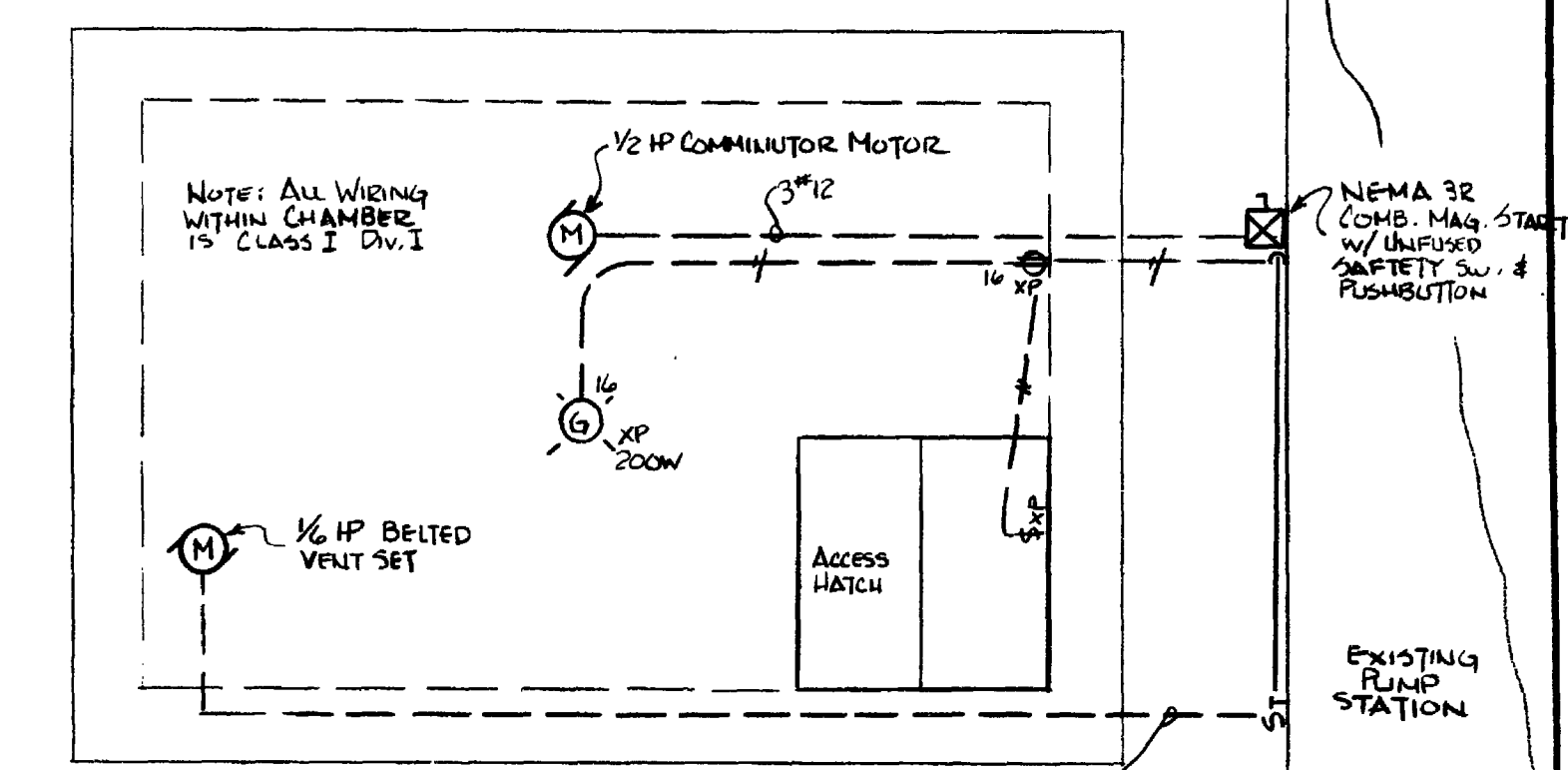
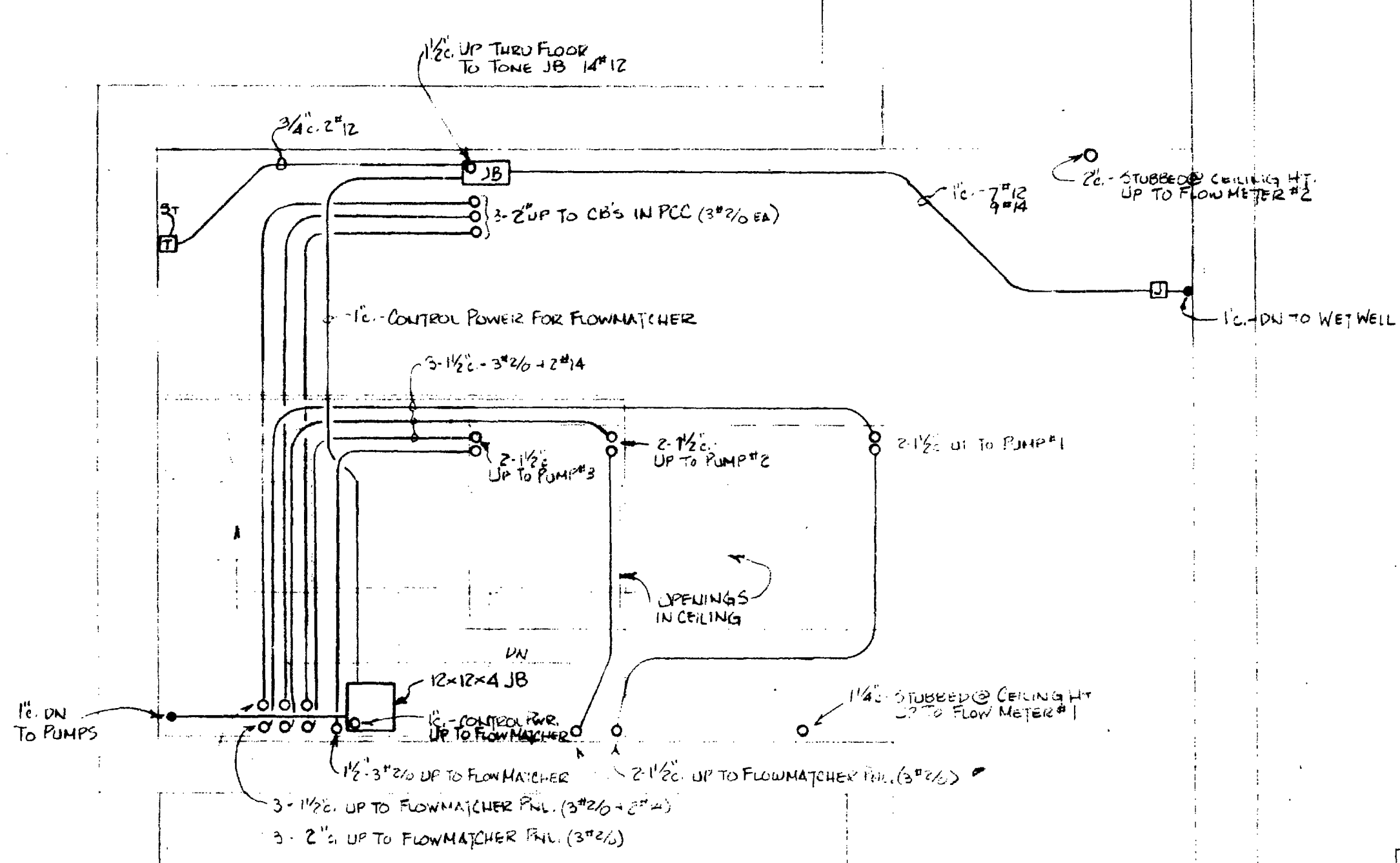
SHEET NO. 28
OF 55

22-446



- GROUND FLOOR LIGHTS
- INT. FLOOR LIGHTS
- BASEMENT LIGHTS
- FLOW METERS
- BASEMENT RECEPTACLES
- WET WELL VENT FAN
- GEOS. FL. UNIT HEATER
- " " RECEPTACLES
- SPACE
- TONE ALARM (SEE DWG # 61-7593-100)
- CONTROL POWER MCC
- CUTL PWR: FLOWMETER
- OUTSIDE LIGHTS
- WET WELL LIGHTS
- BASEMENT PUMPS & DRAIN
- DRY WELL VENT FAN
- ROOF FAN DRY WELL
- ROOF FAN WET WELL
- INT. FL. UNIT HEATER
- COMMUNICATOR CHAMBER
- SPACE
- LP/2 GENERATOR

EXISTING LP 120/208V
IN PUMP STATION POWER CONTROL CENTER



DISTRICT NO. 7
TOWN HAMBURG
CONTRACT NAME/NO. SW-4
TYPE PS
STATUS RECORD DWG
ENGINEER FERGUSON
DATE 1983
SHEET 48 of 63

SEE CONTRACT DWGS 26, 27 & 28 OF 55

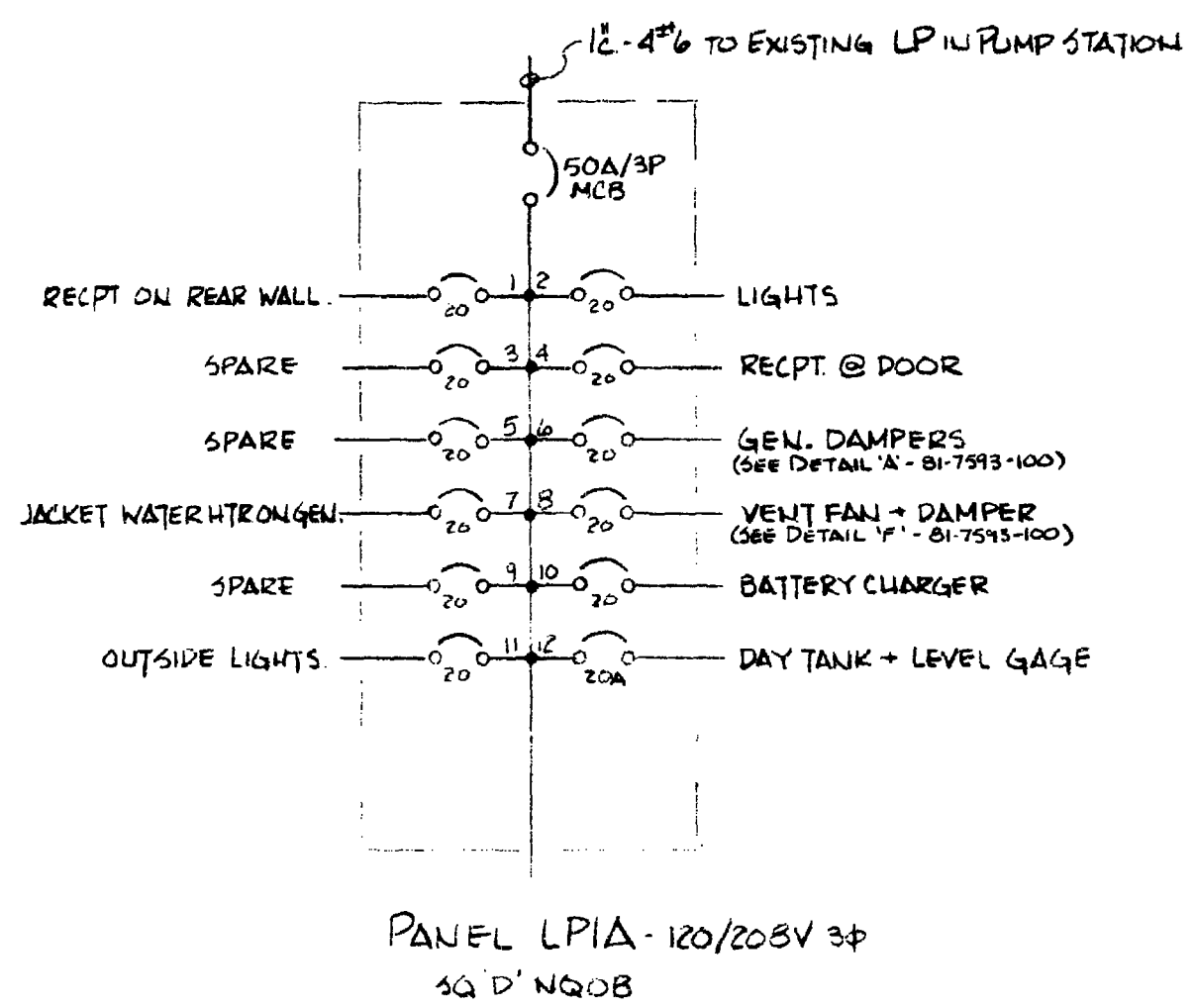
FOLLOW DRAWING 28		FRIE COUNTY SOUTHERN DIST.	
		SW-4 CONTRACT #	
		PUMP STATION - ELECTRICAL	
		ROBERTS ROAD PUMP STATION	
		FERGUSON ELECTRIC CONSTRUCTION CO., INC.	
		ELECTRICAL CONTRACTING AND EQUIPMENT	
		BUFFALO-NIAGARA FALLS NEW YORK	
NO.	DATE	REVISION	BY
2	4-20-83	ADDED FINAL RECORD INFO	JAS
1	12-23-83	AS BUILT	JAS
NO.	DATE	REVISION	BY
JAS	12-23-83	1/8" = 1'-0"	
		APPROVED	DRAWING NUMBER
			81-7593-101

RECORD DRAWING

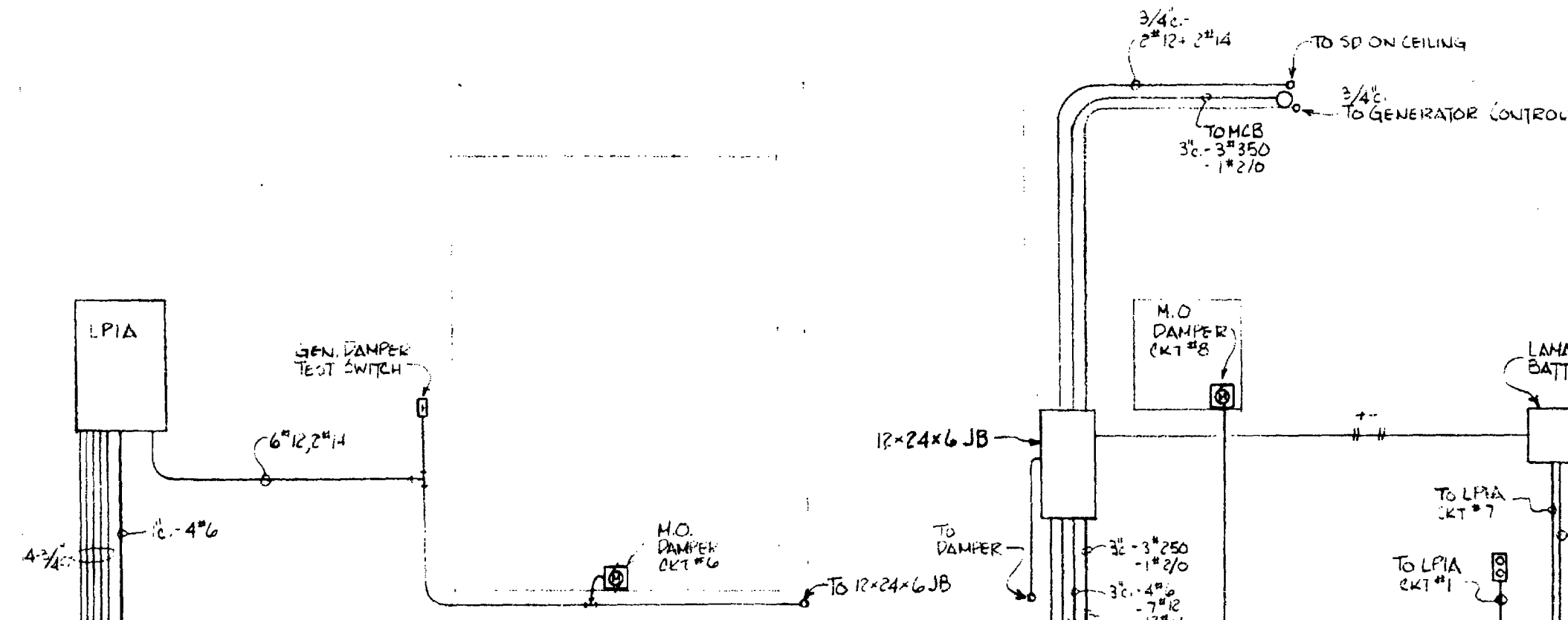
RECORD DRAWING
CONTRACT SW-4-E
DATE 4/20/84
FERGUSON ELECTRIC CONSTRUCTION CO., INC.
BY Randy S. Hallen

22-447

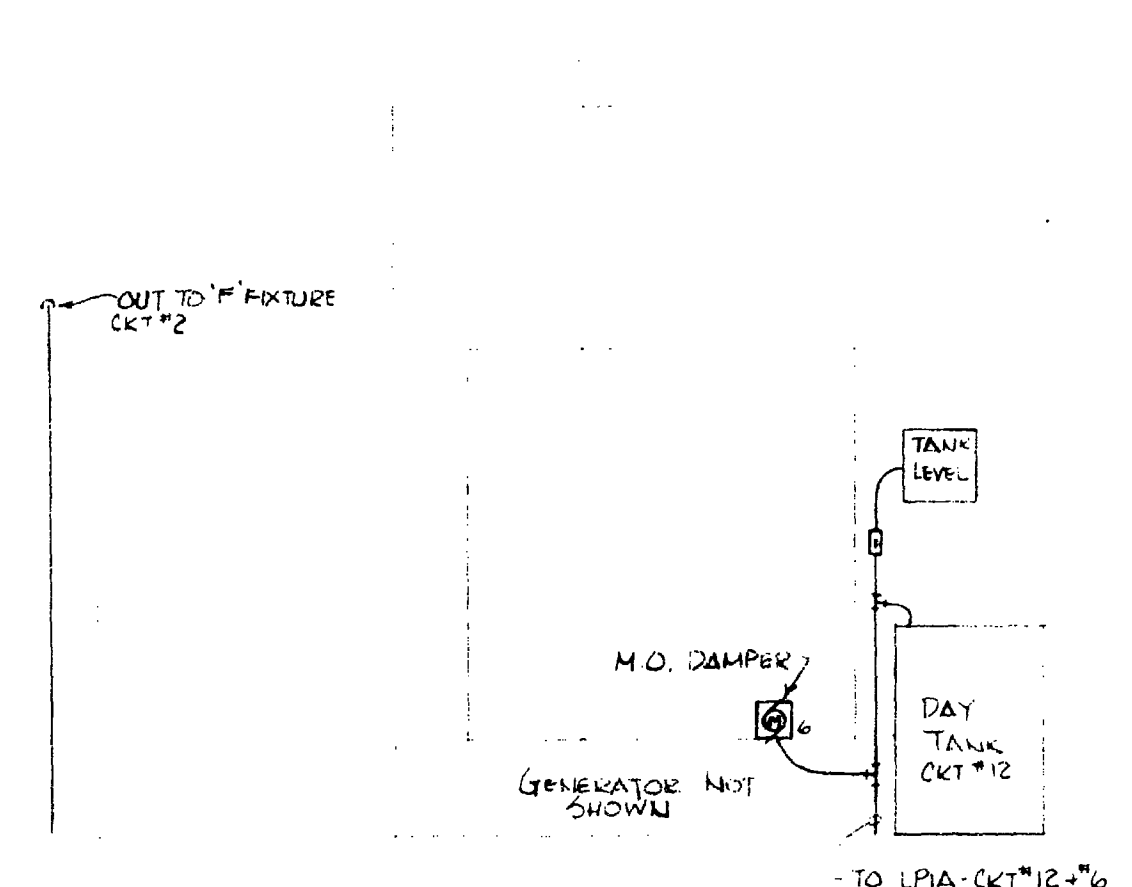
PLAN VIEW
SCALE: 1/2" = 1'-0"



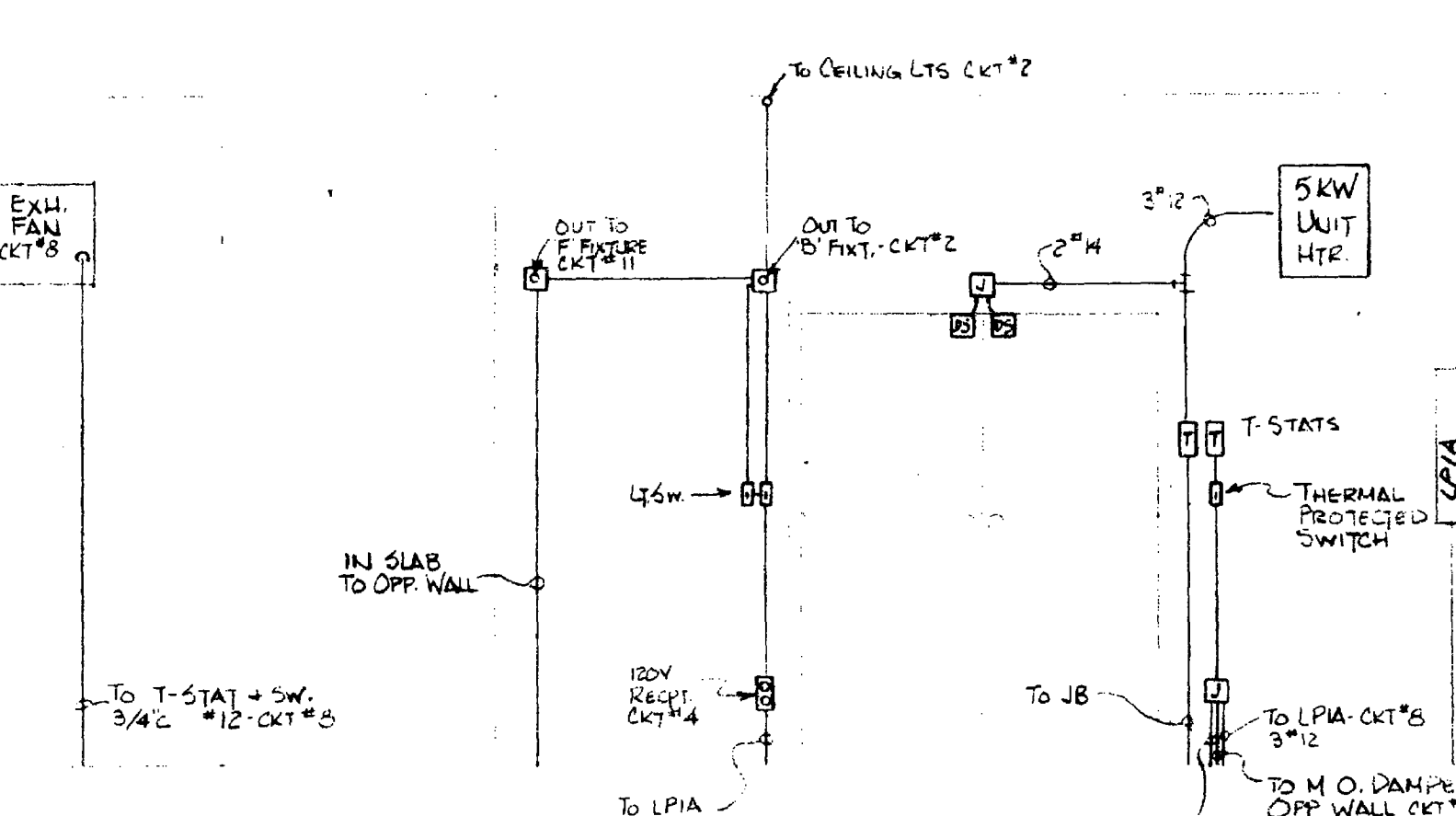
- NOTES:
- 1) ALL CONDUIT 3/4" UNLESS OTHERWISE NOTED.
 - 2) N+C REF. DWGS: 23, 26, 27
 - 3) SEE FERGUSON DWG # 61-7593 FOR MUFFLER DETAILS



SECTION A-A
SCALE: 3/8" = 1'-0"



SECTION C-C



SECTION D-D

FOLLOW DRAWING 28				ERIE COUNTY SOUTHTOWNS - S.T.A.			
				SW4 - CONTRACT F			
				GENERATOR BLDG. PLANS + DETAILS			
				ROGERS ROAD PUMP STATION			
				FERGUSON ELECTRIC CONSTRUCTION CO., INC.			
				ELECTRICAL CONTRACTING AND EQUIPMENT			
				BUFFALO-NIAGARA FALLS NEW YORK			
2	4-20-83	ADDED FINAL RECORD INFO.	JAS				
		AS BUILT	JAS				
NO	DATE	REVISION	BY	DRAWN	DATE	SCALE	DRAWING NUMBER
			JAS	JAS	12-19-83	AS SHOWN	51-7543-102

DISTRICT NO. 7
TOWN HAMBURG
CONTRACT NAME/NO. SW-91
TYPE PS
STATUS RRRD DWG
ENGINEER FERGUSON
DATE 1983
SHEET 49 of 63

SEE CONTRACT DWGS
26, 27 & 28 of 55

JAN 31 1984

ERIE COUNTY SOUTHTOWNS - S.T.A.

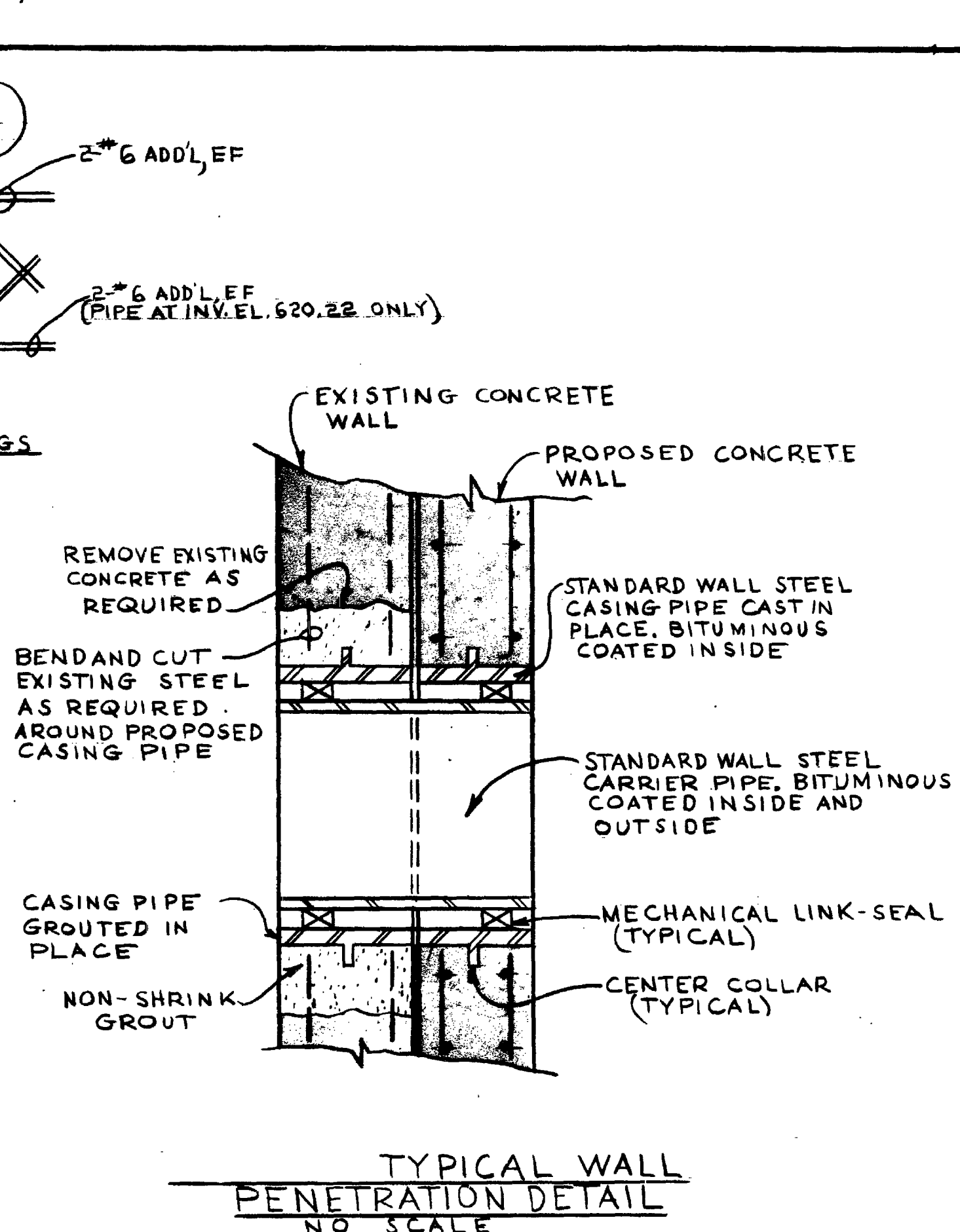
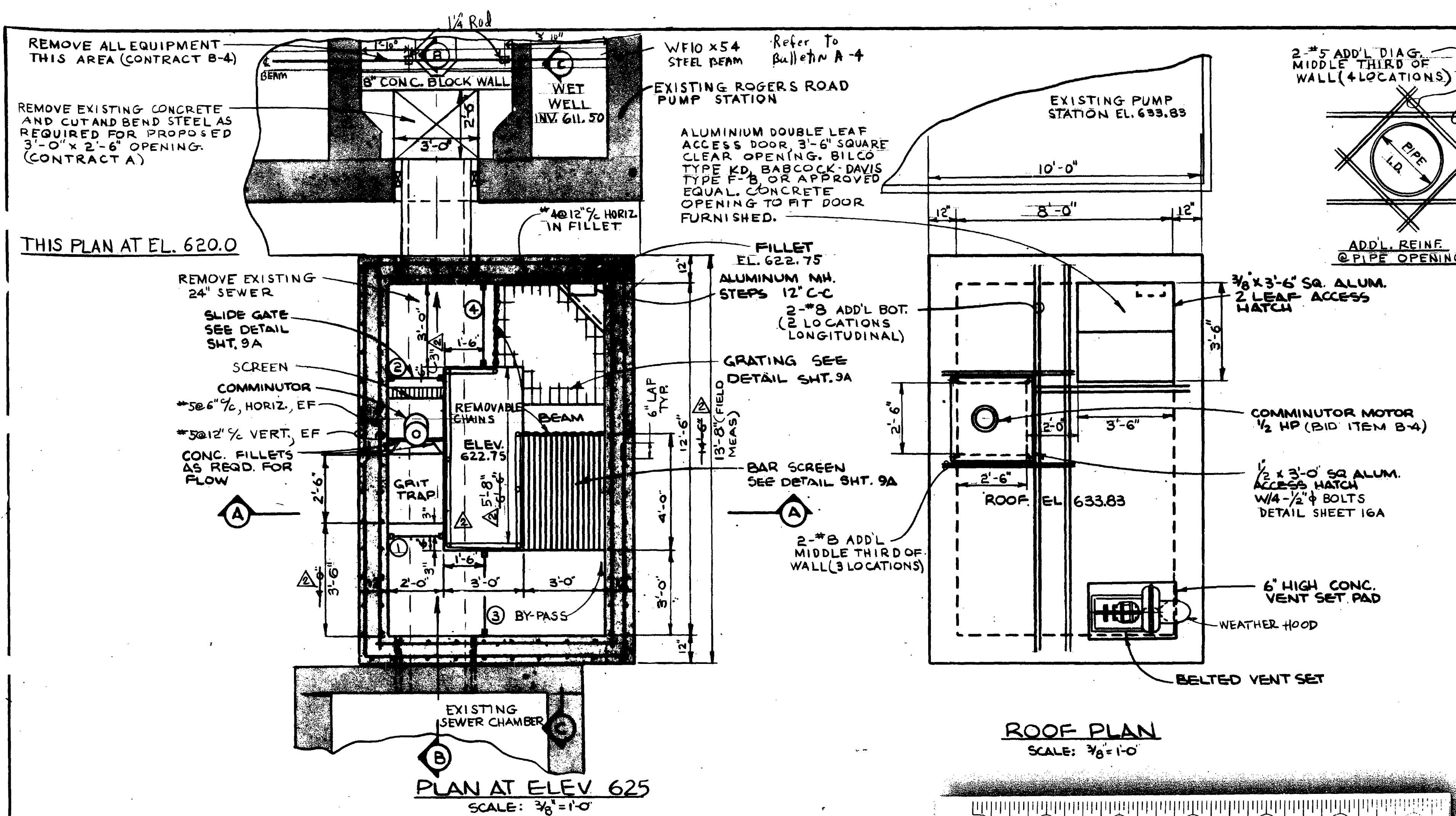
SWA - CONTRACT E
GENERATOR BLDG. PLANS + DETAILS
ROGERS ROAD PUMP STATION

FERGUSON ELECTRIC CONSTRUCTION CO., INC.
ELECTRICAL CONTRACTING AND EQUIPMENT
BUFFALO-NIAGARA FALLS NEW YORK

DRAWN	DATE	SCALE	APPROVED	DRAWING NUMBER
JAS	12-19-83	AS SHOWN		81-7593-102

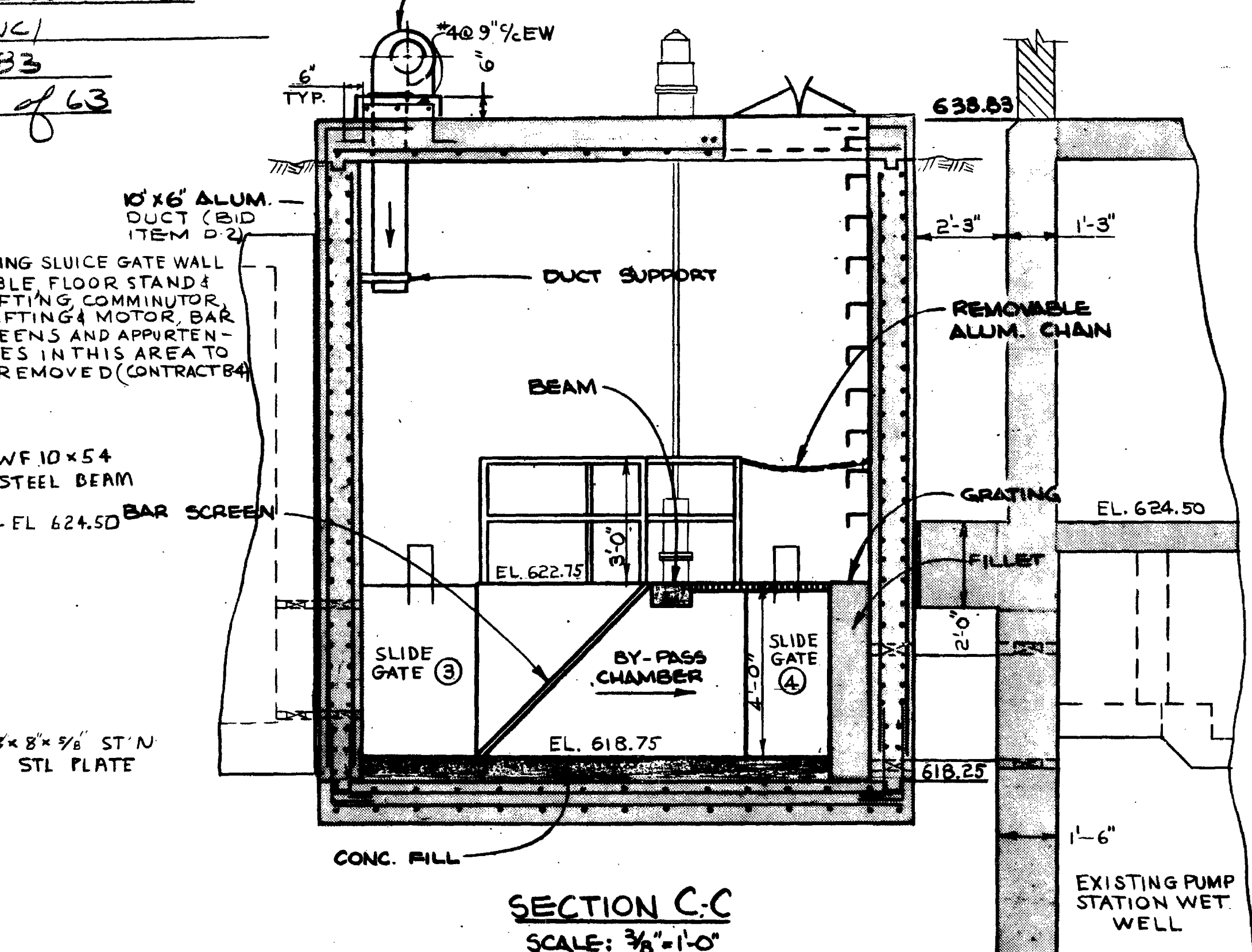
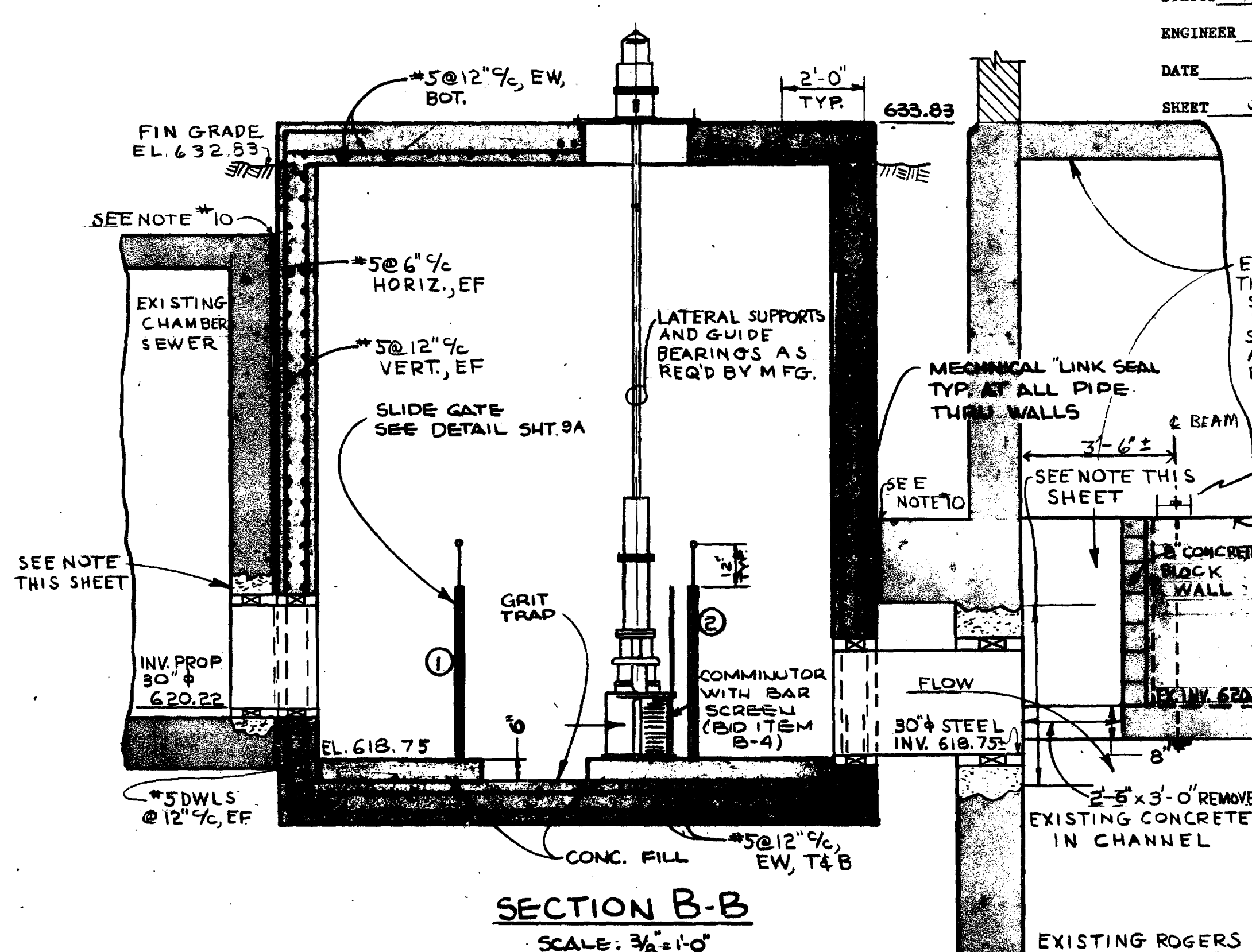
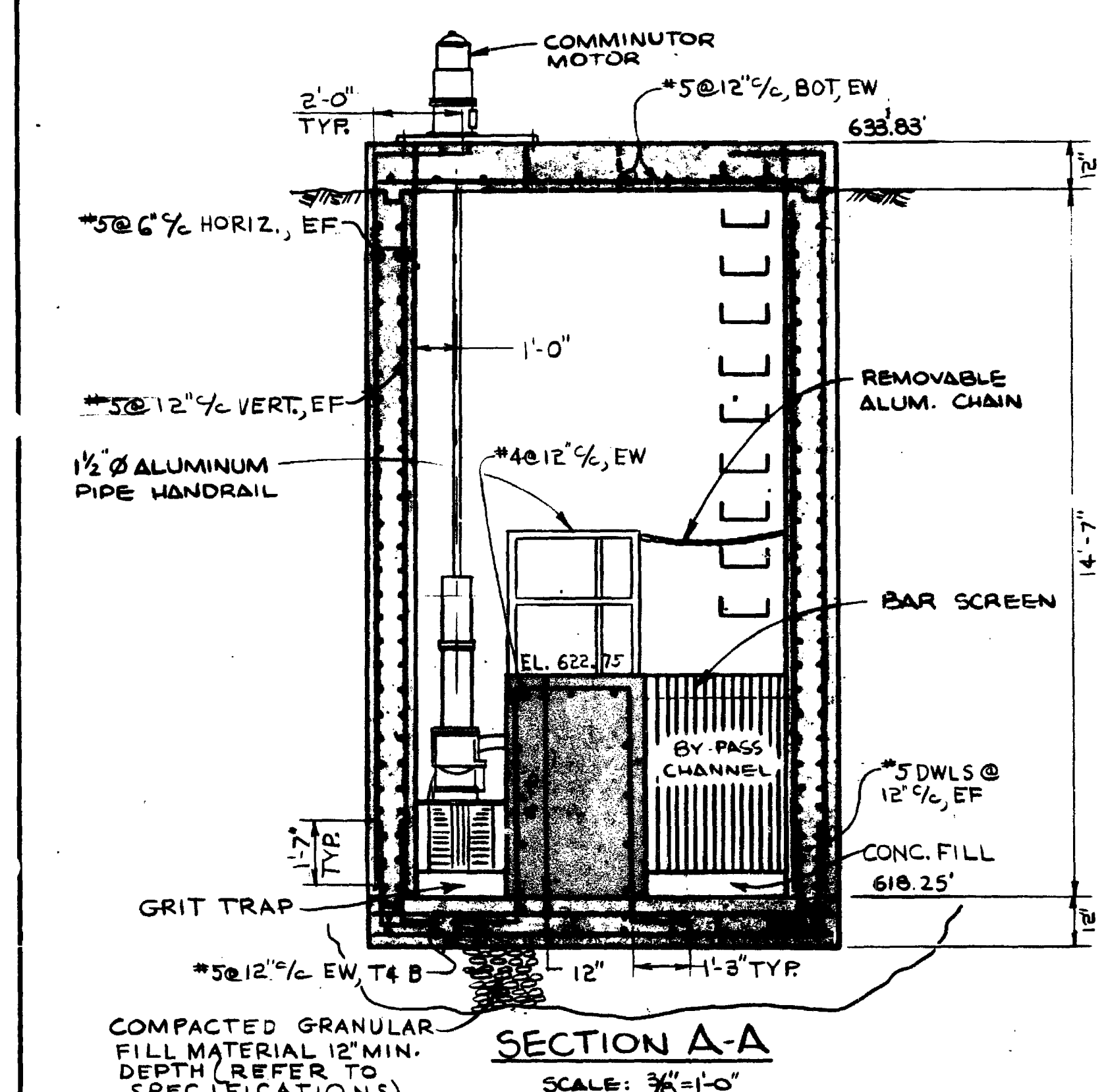
RECORD DRAWING

RECORD DRAWING
CONTRACT SW-4-E
DATE 4/20/24
FERGUSON ELECTRIC CONSTRUCTION CO., INC.
BY Rogers Hatten



- CONTRACT A**
- THE INFORMATION SHOWN FOR THE EXISTING SEWER CHAMBER AND ROGERS ROAD PUMP STATION INFLUENT CHANNEL AREA ARE BEST AVAILABLE. CONTRACTOR SHALL VERIFY FIELD CONDITIONS.
 - PROPOSED COMMUNICATOR CHAMBER TO BE INSTALLED IN AVAILABLE SPACE BETWEEN SEWER CHAMBER AND PUMP STATION. ADJUSTMENTS MAY BE REQUIRED IN LAYOUT, DIMENSIONS, ETC., DEPENDING ON FIELD CONDITIONS AND SPACE AVAILABLE. THESE WILL BE MADE BY THE ENGINEER. REMOVE EXISTING 24-INCH SEWER.
 - REMOVE CONCRETE, CUT AND BEND STEEL AS REQUIRED IN EXISTING WALLS TO ACCOMMODATE CASING PIPES. STEEL CASING PIPES TO HAVE CENTER FLANGE AND BITUMINOUS INSIDE COATING. REPLACE REMOVED CONCRETE AND EMBED CASING PIPE WITH NON-SHRINK GROUT.
 - CASING PIPE IN NEW WALLS TO BE CAST IN-PLACE. PIPE TO HAVE CENTER FLANGE AND INTERIOR BITUMINOUS COATING.
 - PROPOSED STEEL CARRYING PIPE TO BE SEALED IN CASING PIPE WITH MECHANICAL LINK-SEALS. CARRYING PIPE TO BE BITUMINOUS COATED INSIDE AND OUTSIDE.
 - REMOVE CONCRETE, CUT AND BEND STEEL AS REQUIRED IN EXISTING COMMUNICATOR CHANNEL FLOOR IN PUMP STATION FOR PROPOSED 3'-0" X 2'-6" OPENING. OPENING TO BE ROUGH CUT OVERSIZE TO PERMIT FORMING AND GROUTING EDGES TO FINISHED SIZE.
 - INSTALL 8" CONCRETE BLOCK WALL WITH WIRE REINFORCING IN JOINTS ACROSS EXISTING PUMP STATION COMMUNICATOR CHANNEL TO DIVERT INCOMING FLOW DIRECT TO WET WELL.
 - CONCRETE REINFORCING BARS SHALL BE ASTM A615:
 - A. GRADE 40, FOR BAR SIZES #3 THRU #6,
 - B. GRADE 60, FOR BAR SIZES #7 THRU #11.
 - UNLESS OTHERWISE DIRECTED BY ENGINEER.
 - CONCRETE COVER TO BE IN CONFORMANCE WITH A.C.I. STANDARD 309, LATEST EDITION.
 - 1" FIBER BOARD BETWEEN EXISTING AND PROPOSED CONCRETE.

DISTRICT NO. 7
TOWN HAMBURG
CONTRACT NAME/NO. SW-4/28A
TYPE PS
STATUS RECORD DWG
ENGINEER NCJ
DATE 1983
SHEET 50 of 63



SLIDE GATE SCHEDULE

NO	CHANNEL LOCATION	CHANNEL WIDTH	CHANNEL DEPTH	CHANNEL INVERT	GATE HEIGHT	REMARKS
①	COMMUNICATOR	2'-0"	4'-0"	618.75	4'-0"	NORMALLY NOT IN PLACE
②	COMMUNICATOR	2'-0"	4'-0"	618.75	4'-0"	INSERT TO ISOLATE COMMUNICATOR
③	BY-PASS	3'-0"	4'-0"	618.75	3'-6"	NORMALLY IN PLACE REMOVE WHEN
④	BY-PASS	3'-0"	4'-0"	618.75	3'-6"	BY-PASS IN USE

RECORD DRAWING
CONTRACT SW-4-B
DATE 9/26/83
BY [Signature]

RECORD DRAWING

RECORD DRAWING
CONTRACT SW-4-B
DATE MAY 1983
BY [Signature]

NUSSBAUMER & CLARKE, INC.
A CORPORATION REGISTERED TO
PRACTICE PROFESSIONAL ENGINEERING
IN THE STATE OF NEW YORK
CERTIFICATE NO. 104

REVISIONS
NO. BY DATE
1 TJQ 3/27/81
2 TJQ 6/11/81

DESIGNED BY: TJQ/DJS
CHECKED BY: TJQ
DRAWN BY: M.W.H.A.G.
DATE: SEPT. 1979
JOB NO. T4-166
DRAWING NO. C-6639-SW-4

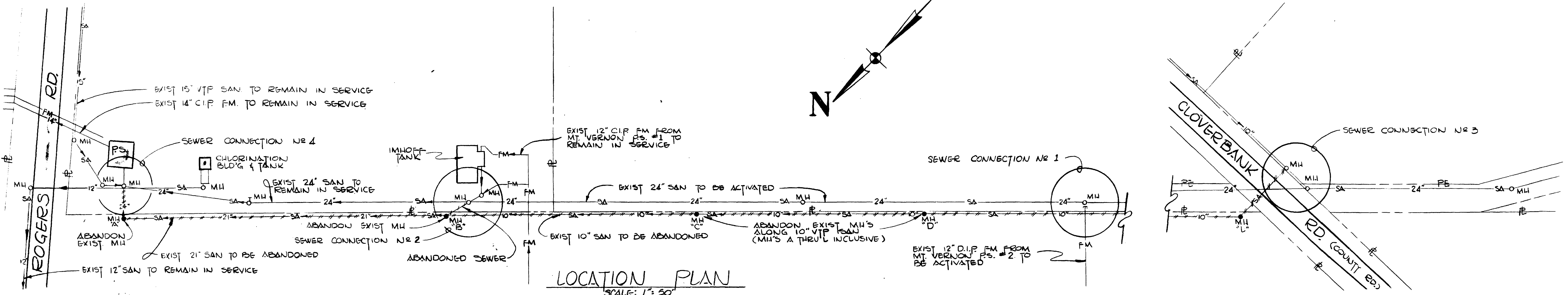
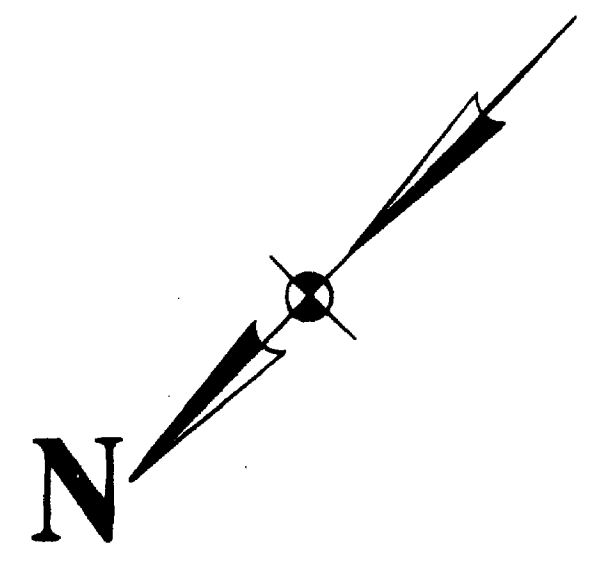
NUSSBAUMER & CLARKE, INC.
CONSULTING ENGINEERS
BUFFALO, NEW YORK

THIS DRAWING HAS BEEN CORRECTED
BY THE CONTRACTOR TO REFLECT HIS
CHANGES IN CONSTRUCTION FROM THE
ORIGINAL CONTRACT.
N&C Inc. DATE 5/14/84

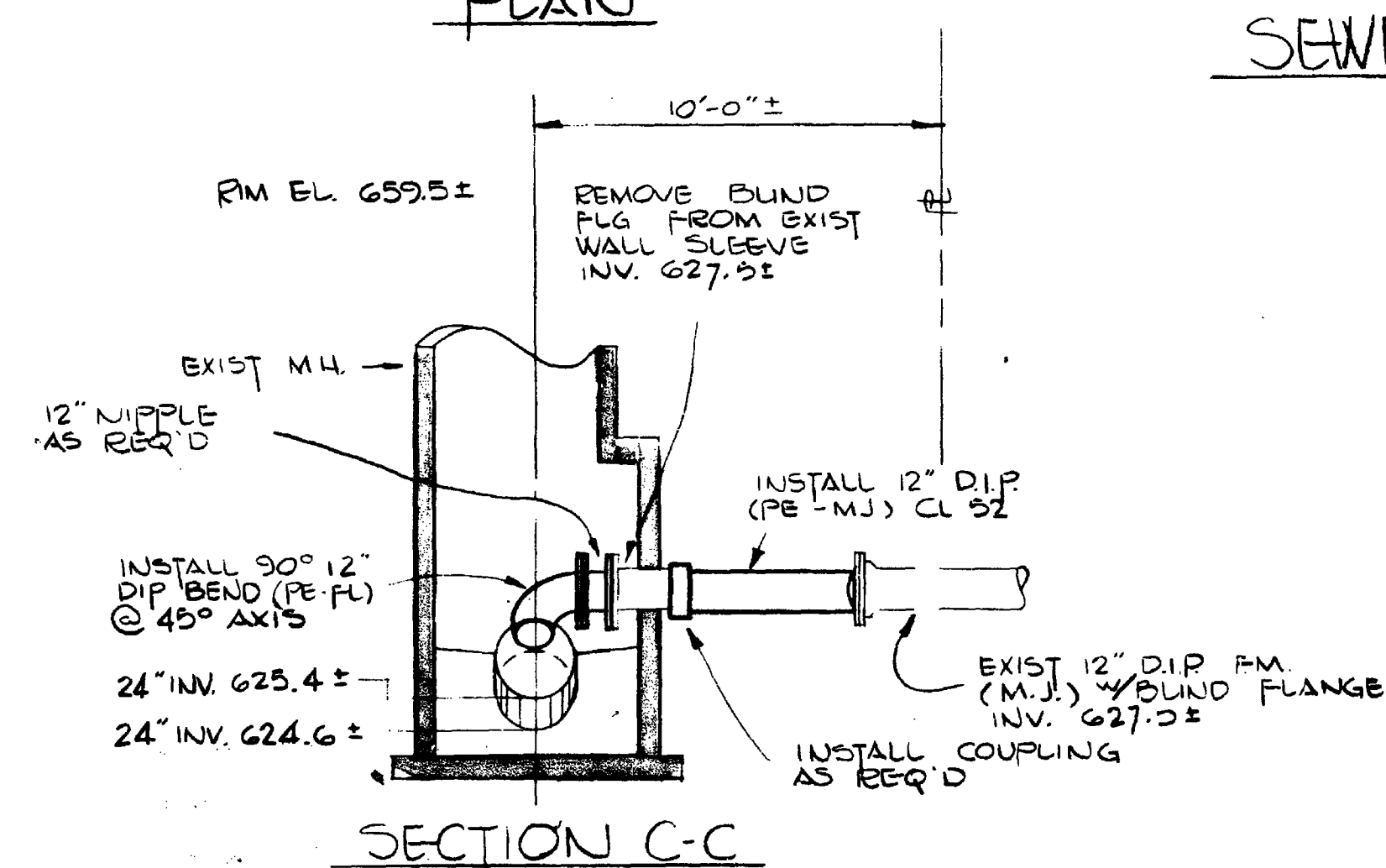
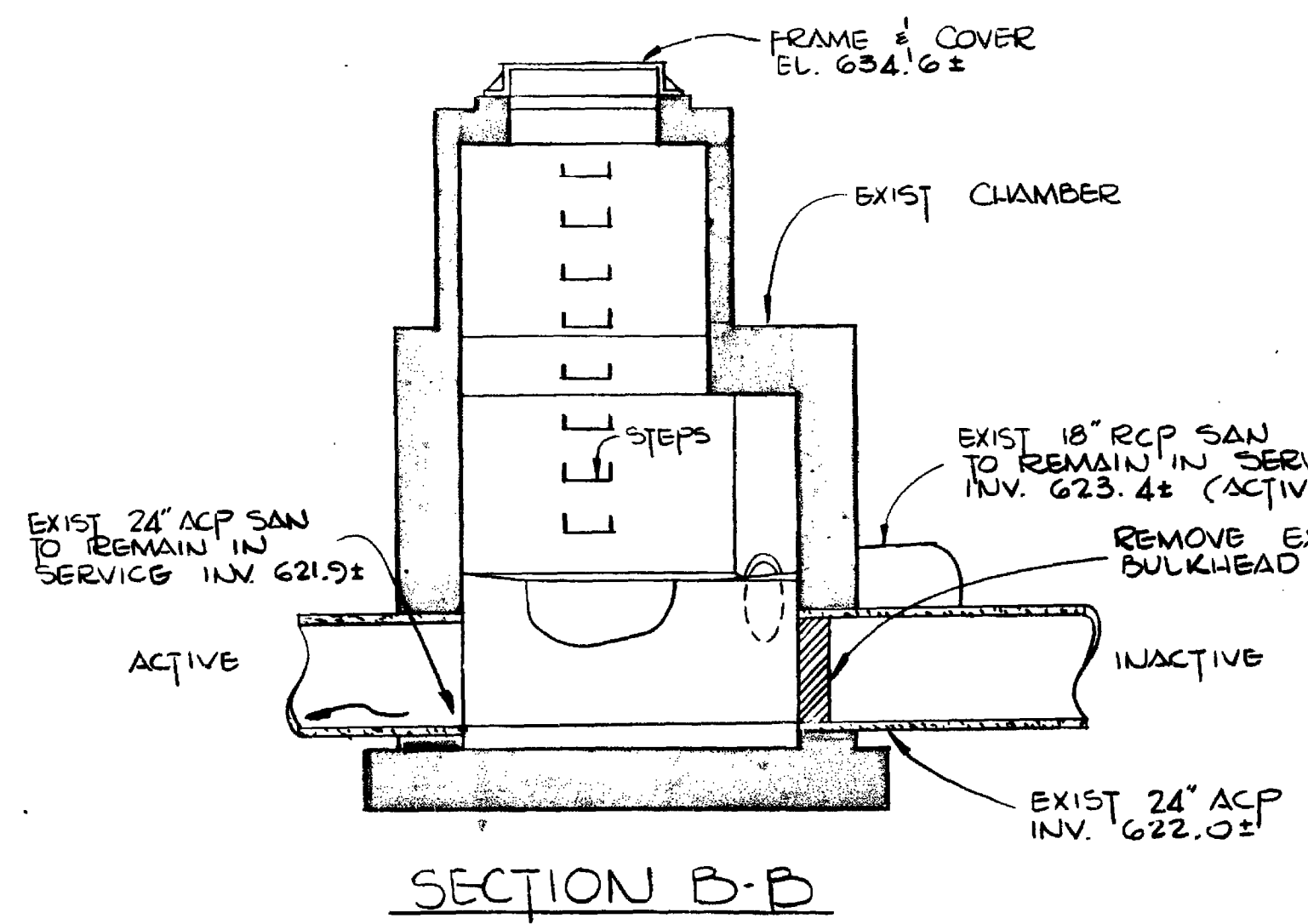
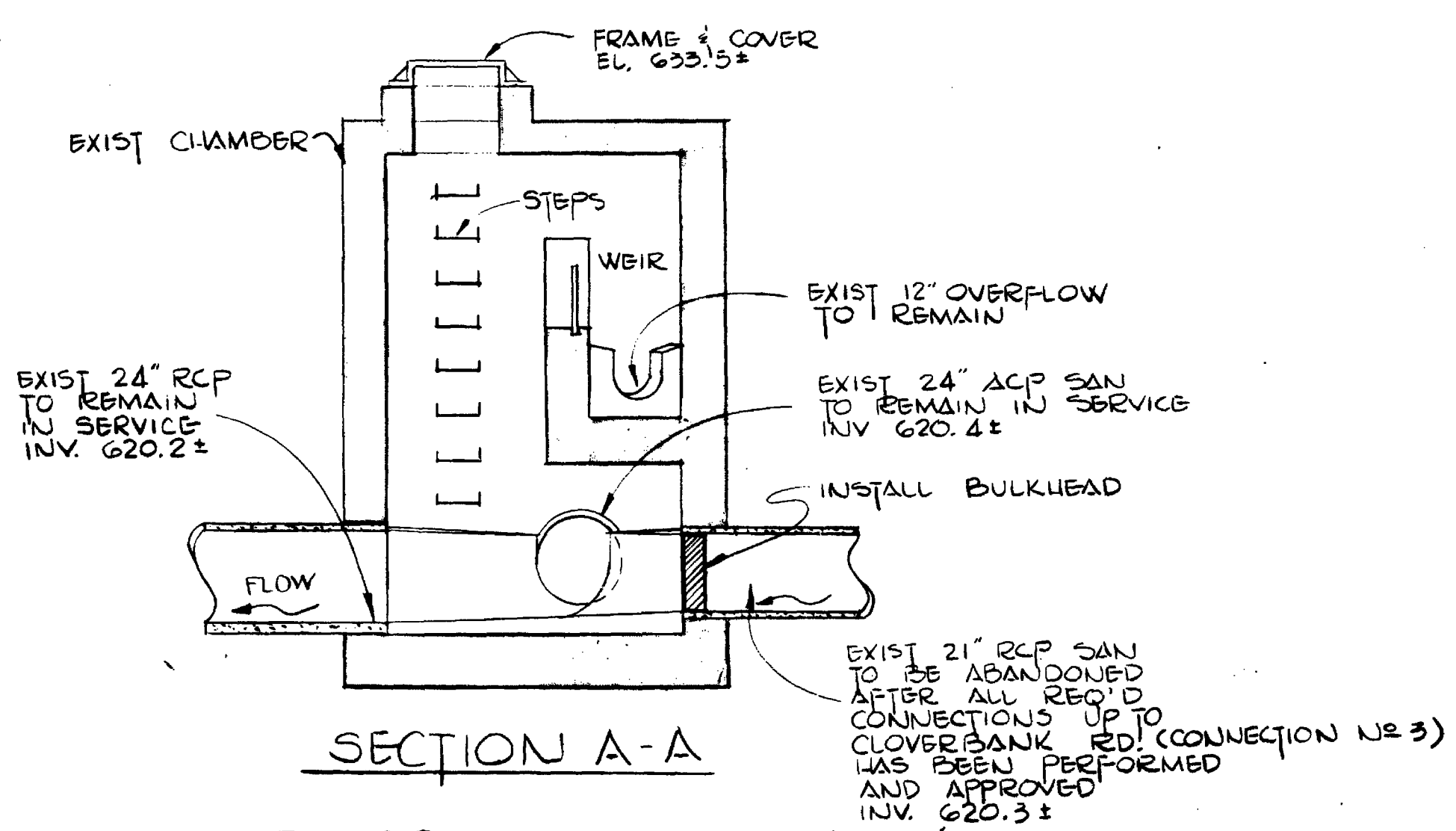
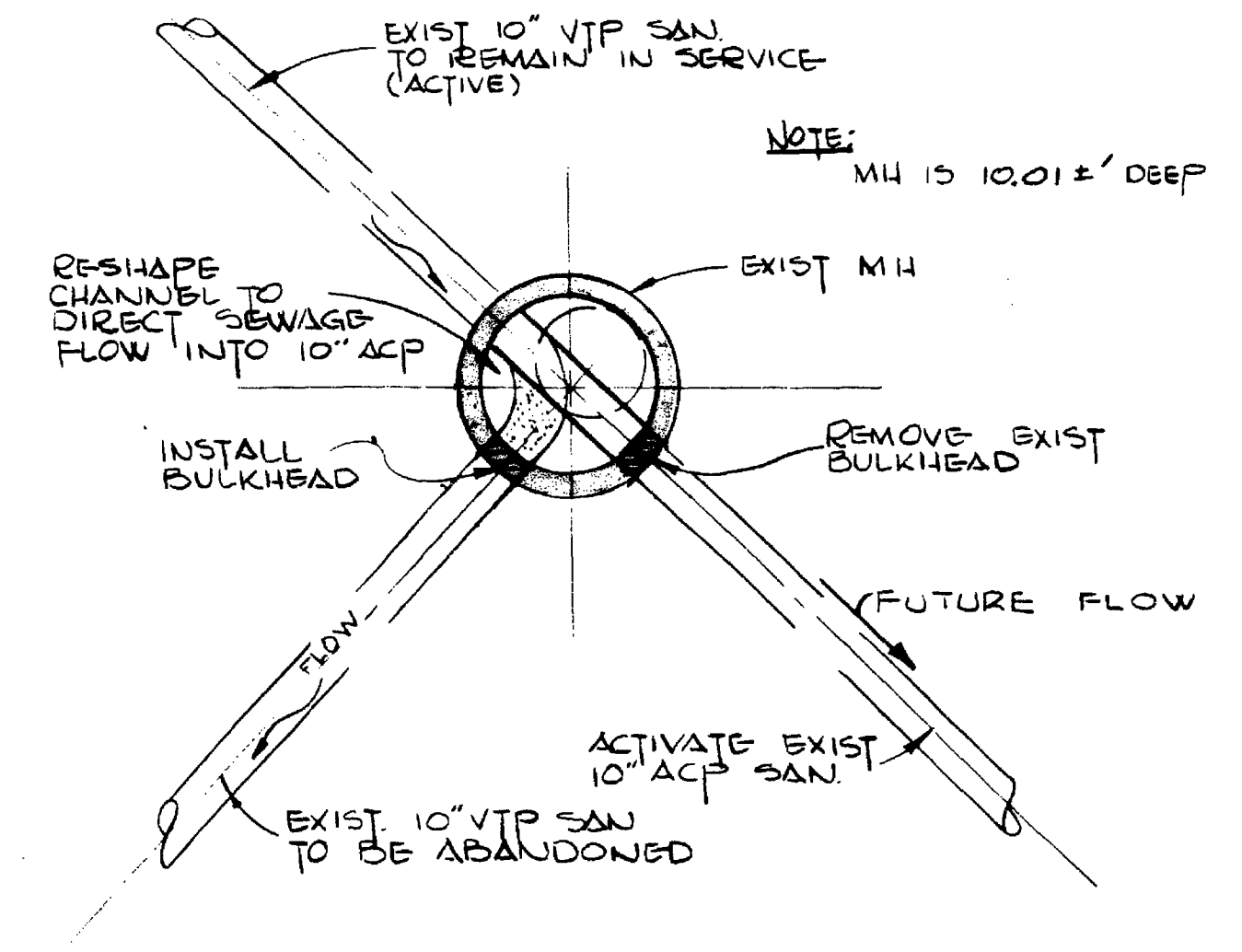
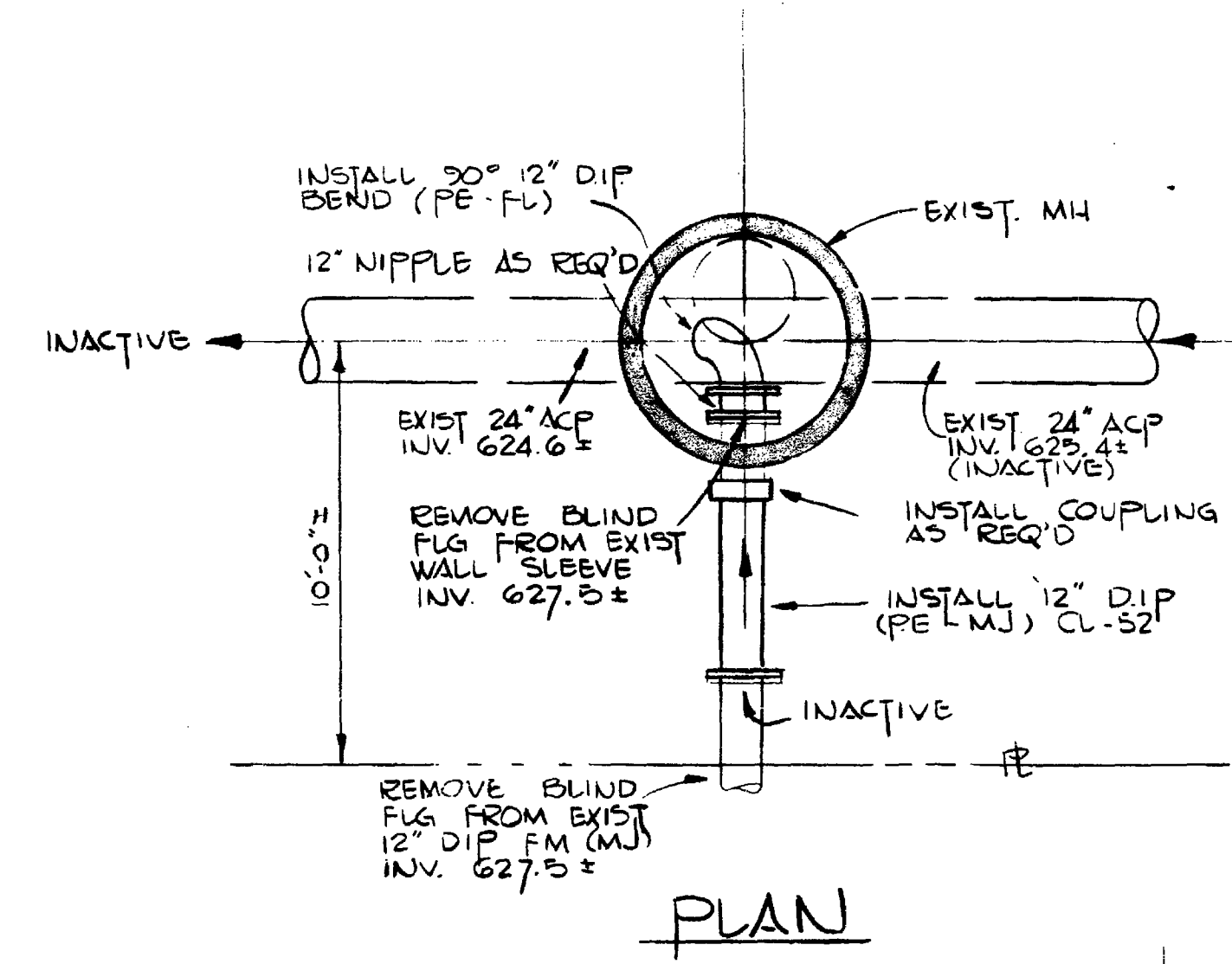
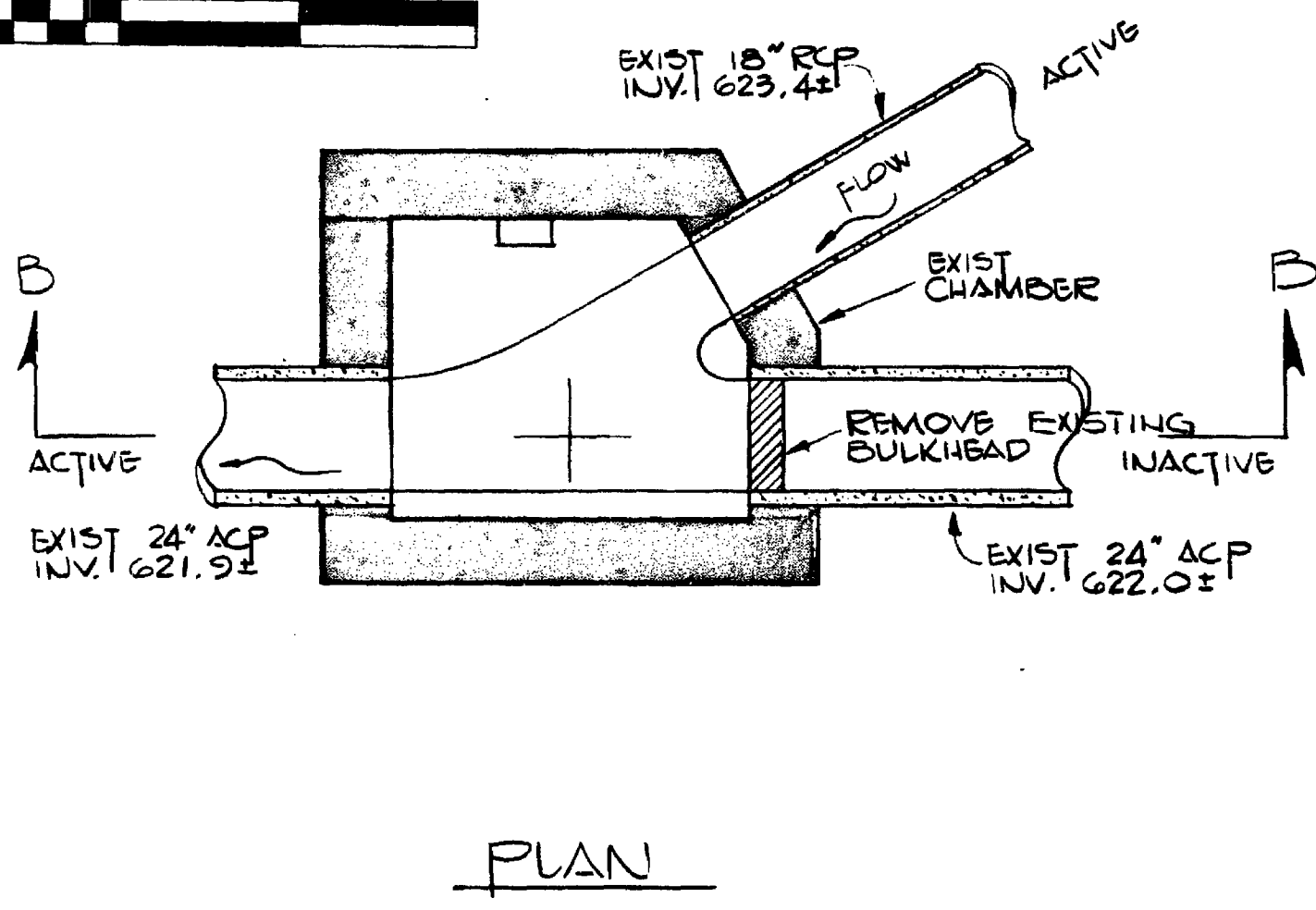
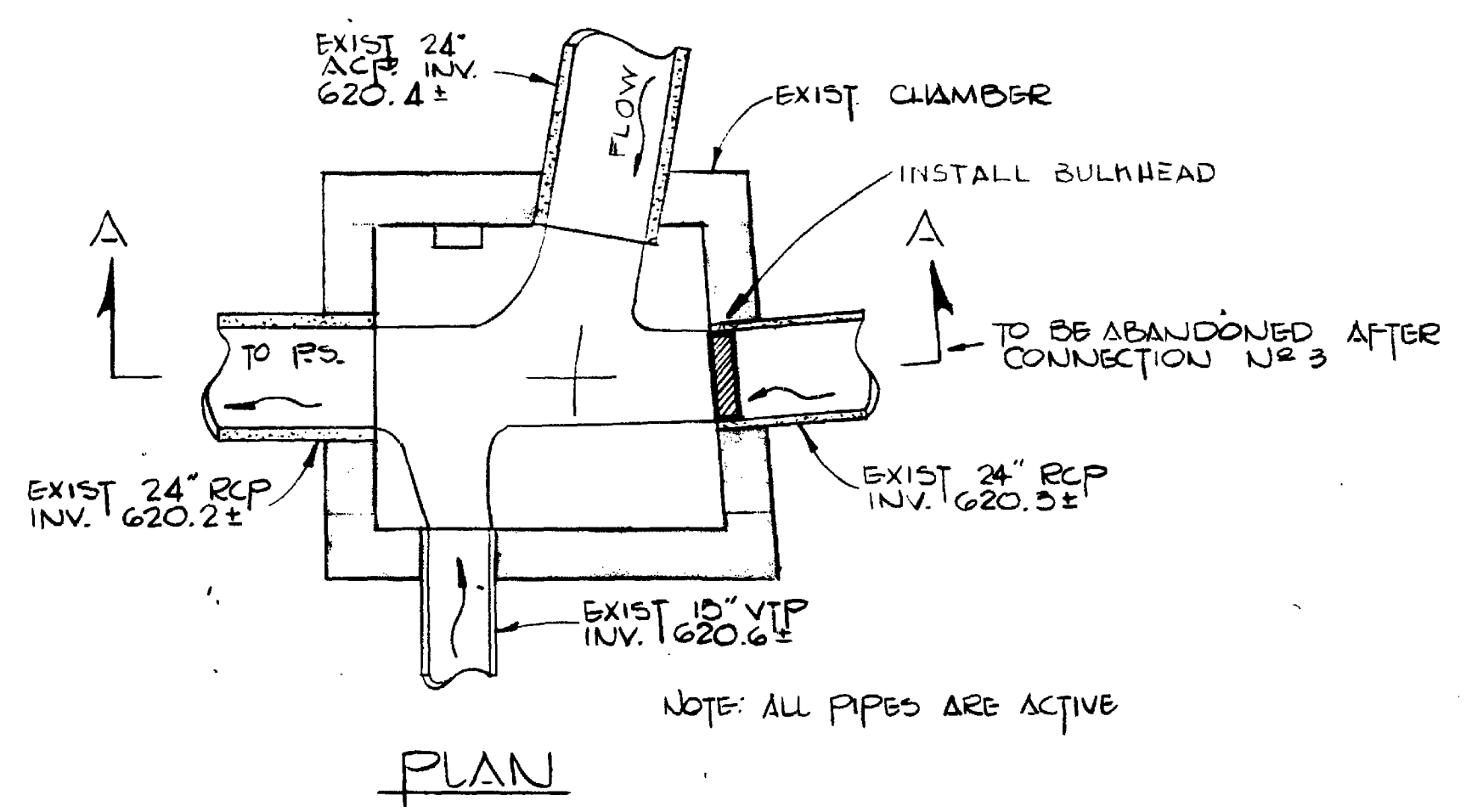
**PROPOSED SOUTHWEST
INTERCEPTOR SEWER**
**ROGERS ROAD
COMMUNICATOR CHAMBER**

SHEET NO. 28A
OF 55

22-449



SCALE: 1"=50'



SEWER CONNECTION No. 3
N.T.S.

SEWER CONNECTION No. 4
N.T.S.

SEWER CONNECTION No. 2
N.T.S.

SEWER CONNECTION No. 1
N.T.S.

THIS DRAWING HAS BEEN CORRECTED BY THE CONTRACTOR TO REFLECT HIS CHANGES IN CONSTRUCTION FROM THE ORIGINAL CONTRACT.
N & C Inc. DATE 5/14/84

DISTRICT NO. 7
TOWN: TAMBORNE
CONTRACT NO./NO.: SW-4/86
TYPE: PS
STATUS: RARE Dwg
ENGINEER: NCI
DATE: 1983
SHEET: 41 of 63

NUSSBAUMER & CLARKE, INC.
A CORPORATION REGISTERED TO
PRACTICE PROFESSIONAL ENGINEERING
IN THE STATE OF NEW YORK
CERTIFICATE NO. 027
PRESIDENT

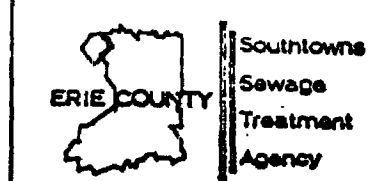
RECORD DRAWING

Record Drawing
AMADOR CONST. CO. INC.
APPROVED 12/83
BY: Michael Amador
Contract SW-4A

CONTRACT SW-4

REVISIONS			DESIGNED BY: CRP	CHECKED BY: REV
NO.	BY	DATE	DRAWN BY: POB	CHECKED BY: RCL
			DATE: SEPT. 1979	SCALE: AS NOTED
			JOB NO. 74-166	REPORT NO. WWF8
			DRAWING NO. 6639-35-SW4	

NUSSBAUMER & CLARKE, INC.
CONSULTING ENGINEERS
BUFFALO, NEW YORK



PROPOSED SOUTHWEST
INTERCEPTOR SEWER

SEWER CONNECTIONS
NO. 1, 2, 3 & 4

SHEET NO.
46
OF 55

22-460