



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

March 6, 2026

To: Jennifer Hibit, Secretary to the Authority

From: Michael J. Quinn, PE, Director of Distribution

Subject: Contract MP-086
Ball Pump Station Phase 1 Rehabilitation
ECWA Project No. 202000177

A handwritten signature in dark ink, appearing to be "MJQ", is written over the "From:" line of the memorandum.

On Tuesday, February 17, 2026, the Authority received two (2) bids for the above-referenced contract. The bids have been reviewed, a mathematical check has been performed by Authority's consultant for the project, Arcadis of New York (Arcadis) and the apparent lowest responsible and responsive bidder recommended by Arcadis is Kandey Company, Inc. (Kandey).

Kandey is an established contractor for the Authority who has worked on numerous ECWA contracts, performing work of similar nature in a competent, reliable, and acceptable manner. They have demonstrated a good understanding of the scope and requirements for this contract.

Kandey has provided adequate MWBE documentation, approved by Director of Administration, insurance, approved by Claims Representative/Risk Manager, and proof of apprenticeship program, approved by the Coordinator of Employee Relations.

We, therefore, recommend award of the above-referenced contract to Kandey Company, Inc. in the amount of \$26,999,250.00, for the Board's consideration and, if approved, for the Chairman to execute.

Budget Information (2026 Construction):

Unit: 2520 Engineering/Construction Control

Item 101512 Ball Pumping Station - Pumping Improvements

This is a multi-year contract for which additional funds will be budgeted in subsequent years based on project cash flow projections and construction progress.

Attached please find the following documents:

1. ECWA Authorization Form.
2. ECWA Recommendation for Award of Contract form.
3. Letter of recommendation from Arcadis, dated February 19, 2026, and Bid Tabulation.

MJQ:jmf

Attachments

cc: L.Kowalski

L.Lester

CONT-MP-086-2001-X-12

**ERIE COUNTY WATER AUTHORITY
AUTHORIZATION FORM
For Approval/Execution of Board Meeting Documents**

Document Name: _____ **Project No.:** _____

Description: _____

Item Description:

Choose one: _____

Other: _____

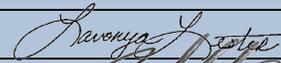
Action Requested:

Choose one _____

Other: _____

Approvals Required:

APPROVED AS TO CONTENT:

Chief Financial Officer		Date: 03/09/2026
Chief Operating Officer		Date: 03/06/2026
Claims Rep. – Risk Manager		Date: 3/9/2026
Comptroller	_____	Date: _____
Director of Administration		Date: 03/06/2026
Director of Distribution		Date: 3/6/2026
Director of Human Resources	_____	Date: _____
Director of IT	_____	Date: _____
Director of Operations	_____	Date: _____
Director of Planning & Water Supply		Date: 03/09/2026
Director of Production	_____	Date: _____
Director of Water Quality	_____	Date: _____
Executive Engineer		Date: 3/9/2026
General Counsel (Legal)		Date: 3/6/2026
Other: _____	_____	Date: _____

APPROVED FOR BOARD RESOLUTION:

Secretary to the Authority  Date: 03/09/2026

Remarks: _____

Resolution Date: _____ Item No: _____

**ERIE COUNTY WATER AUTHORITY
RECOMMENDATION FOR AWARD OF CONTRACT**

Contract: MP-086 Project No.: 202000177
 Project Description: Ball Pump Station Phase 1 Rehabilitation.

CONTRACT AWARD

Contractor/Supplier: Kandey Company, Inc.
 Award Amount: \$26,999,250.00

BID SUMMARY:

Date Advertised for Bids: 12/08/2025 Date of Bid Opening 02/17/2026

Bidder	Total Bid Amount
<u>Kandey Company, Inc.</u>	<u>\$26,999,250.00</u>
<u>Mark Cerrone, Inc.</u>	<u>\$27,647,475.00</u>
_____	<u>\$0.00</u>

Attachments: Bid Tabulation Consultant's Recommendation

APPROVALS (Select applicable)

WMBE APPROVAL

No Waiver
 Full Waiver
 Partial Waiver

Pending Final Approval of MWBE Documents

EEO Compliance Officer *Devonja Lester* Date 03/06/2026

INSURANCE APPROVAL

Claims Rep/Risk Manager *Molly Op Musana* Date 2/27/2026

NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL

Coordinator of Employee Relations *David* Date 03/02/2026

Remarks: Lump sum contract.

February 19, 2026

Michael Quinn, PE
Director of Distribution
Erie County Water Authority
3030 Union Road
Cheektowaga, NY 14227

Arcadis of New York, Inc.
50 Fountain Plaza
Suite 360
Buffalo
New York 14202
Phone: 716 667 0900
www.arcadis.com

Subject: Ball Pump Station Phase I Rehabilitation
Recommendation Regarding Award of General Contract

Dear Mr. Quinn:

Bids for the above-referenced Project were received by the Erie County Water Authority (ECWA) and opened on February 17, 2026 at 11:00 a.m. ET at the offices of ECWA. This letter presents our recommendations relative to award of the Project's General Contract MP-086. Bids were received from the following:

- Kandey Company, Inc.
- Mark Cerrone, Inc.

Enclosed are a tabulation of the Bids received, and a one-page tabulation titled "Bid Evaluation Checklist for Bids Received on February 17, 2026"; the latter summarizes irregularities in the Bids received. The Bids are valid for a period of 45 days from date of the Bid opening (i.e., through April 3, 2026).

Publicity of Project

In addition to ECWA's efforts to advertise the project, Arcadis of New York, Inc. (Arcadis) made additional efforts to engage prospective Bidders regarding this Project. On December 5, 2025, Arcadis e-mailed numerous contractors to provide information regarding the advertisement, pre-bid conference, and bid opening dates. In addition, Arcadis provided instructions regarding the availability of the Bidding Documents and other information (via the Avalon Private Plan Room) to the Builders Exchange of the Southern Tier (with an online "plan room" accessible to all contractors in all of upstate New York), Construction Exchange of Buffalo & Western New York, and to construction data subscription services, including ConstructConnect (a merger between Bid Clerk, CMD Group, and "iSqFt") and Dodge Data & Analytics (the former McGraw-Hill's F.W. Dodge Reports.).

Comparison with Budget

The Engineer's opinion of probable cost, including allowances and unit price bid items, was \$24,110,000 with an expected range of accuracy of -10% to +15% (i.e., \$21,700,000 to \$27,730,000). The price bid by the apparent low responsive and responsible Bidder, including the allowances and unit price items, is \$26,999,250.00. Since the total price bid by the apparent low Bidder is within the expected range of accuracy of the Engineer's opinion of probable cost and because sufficient funds appear to be available, we recommend that ECWA award the General Contract based on the Total Bid Price of \$26,999,250.00.

General Contract MP-086

Bid Items: The General Contract includes a general lump sum bid price, four lump sum contingency allowances, and two unit price bid items.

Bid Evaluation and Responsiveness: Based on evaluation of the bids, the apparent low Bid was submitted by Kandey Company, Inc. (Kandey) of West Seneca, New York. We have evaluated Kandey's Bid and determined it to be mathematically correct. Kandey's Bid appears to comply with the requirements of the Bidding Documents.

Bidder Responsibility: Kandey is a reputable general contractor who has been performing construction in the western New York area for approximately 40 years. Arcadis and ECWA are experienced with Kandey through several prior projects, including at the Ball Pump Station. Following the bid opening, Arcadis contacted Kandey, who indicated that they are comfortable with their Bid Price and are prepared to proceed.

Recommendations

We recommend the following:

1. Because Kandey submitted the lowest-priced, responsive, and responsible Bid for the General Contract, subject to review by ECWA, we recommend awarding the General Contract to Kandey Company, Inc., 19 Ransier Drive, West Seneca, New York 14224, as the Successful Bidder, in the total amount of \$26,999,250.00.
2. The Contract award should be contingent upon the Successful Bidder furnishing acceptably-executed Contract Documents, acceptable performance and payment bonds, evidence of insurance, and other ECWA required forms related to the Women and Minority Business Enterprise Policy. The Contract Times in the Agreement were modified via addendum and a revised Agreement is enclosed for convenience.
3. Enclosed is a completed Notice of Award form for the General Contract for your use; if approved by ECWA, the Notice of Award should be signed by an authorized ECWA official and transmitted to the Successful Bidder (with an electronic copy to Arcadis), together with four copies of the proposed Contract Documents for signature by the Successful Bidder.
4. Upon ECWA's receipt of acceptable performance bond, payment bond, evidence of insurance, and signed originals of the Contract Documents from the Successful Bidder, ECWA should execute the Contract Documents and Notice to Proceed. After subsequently executing the Contract Documents and Notice to Proceed, ECWA should distribute the executed original Contract Documents and Notice to Proceed to each of the following: Owner (ECWA), Contractor (Kandey), and Engineer (Arcadis).

Mr. Michael Quinn, PE
Erie County Water Authority

Should you have questions or comments, please contact me at 716 462 7166.

Sincerely,
Arcadis of New York, Inc.



Josh Tingue, PE
Project Manager

Email: Joshua.Tingue@arcadis.com
Direct Line: 716 462 7166

CC. Len Kowalski, PE – ECWA
Seth Krull, PE – ECWA
William Wheeler, PE – ECWA
Jason Williams, PE – Arcadis
Tom Carpenter, PE – Arcadis

Enclosures

TABULATION OF BIDS



OWNER: Erie County Water Authority

PROJECT: Ball Pump Station Phase I Rehabilitation
General Contract

Date Advertised: December 8, 2025
Date Opened: February 17, 2026
Date Tabulated: February 18, 2027
Arcadis Project No.: 30044430

Prepared By: JJT
Checked By:
Arcadis of New York, Inc.
50 Fountain Plaza, Suite 360
Buffalo, New York 14202

				ENGINEER'S OPINION OF PROBABLE COST		BIDDERS' NAME AND CONTACT INFORMATION			
						Kandey Company, Inc. 19 Ransier Drive West Seneca, NY 14224 Phone: 716-675-7245		Mark Cerrone, Inc. 2368 Maryland Avenue Niagara Falls, NY 14305 Phone: 716-282-5244	
ITEM NUMBER	ITEM DESCRIPTION	ITEM QUANTITY	UNIT	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID	UNIT PRICE	AMOUNT BID
1	BASE BID ITEM General Construction Lump Sum Bid Price	1	LS	\$21,249,000.00	\$21,249,000.00	\$24,138,000.00	\$24,138,000.00	\$24,785,600.00	\$24,785,600.00
2	BASE BID ITEM General Lump Sum Contingency Allowance	1	LS	\$2,700,000.00	\$2,700,000.00	\$2,700,000.00	\$2,700,000.00	\$2,700,000.00	\$2,700,000.00
3	BASE BID ITEM Unanticipated Hazardous Material Abatement and Disposal Lump Sum Contingency Allowance	1	LS	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00	\$75,000.00
4	BASE BID ITEM Owner Assigned Programmer Lump Sum Contingency Allowance	1	LS	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00	\$50,000.00
5	BASE BID ITEM Door Access Security Lump Sum Contingency Allowance	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
6	BASE BID ITEM Unanticipated Rock Removal	25	CY	\$200.00	\$5,000.00	\$250.00	\$6,250.00	\$275.00	\$6,875.00
7	Additional Controlled Low Strength Material	50	CY	\$280.00	\$14,000.00	\$300.00	\$15,000.00	\$300.00	\$15,000.00
TOTAL BID PRICE						\$24,108,000.00		\$26,999,250.00	\$27,647,475.00
BID BOND AMOUNT						Five Percent (5%) of the Total Amount Bid		Five Percent of the Amount of Attached Bid (5% Amt Bid)	
SURETY COMPANY						Western Surety Company		The Hanover Insurance Company	

**ERIE COUNTY WATER AUTHORITY
BALL PUMP STATION PHASE I REHABILITATION**



**BID EVALUATION CHECKLIST
FOR BIDS RECEIVED ON FEBRUARY 17, 2026**

No.	Bidder	Total Bid Price	Bid Items Complete (00 41 13-2 & 00 41 13-3)	Addenda Listed (00 41 13-3)	Bid Submittal Info. (00 41 13-6)	Subs. List (separate envelope) (00 41 36)	Section 2875 of the Public Authorities Law (00 43 00)	Section 2876 of the Public Authorities Law (00 43 00)	Section 2878 of the Public Authorities Law (00 43 00)	State Finance Law Requirements (00 43 00)	Statement Regarding Prevention of Unlawful Discriminatory Practices (00 43 00)	Bid Bond (00 43 14)	Qualifications Statement (00 45 13)	Addenda (00 91 13 through 00 91 17)
General Contract														
1	Kandey Company, Inc.	\$26,999,250.00	Y	Y	Y	Y ⁽¹⁾	Y	Y	Y	Y	Y	Y	Y	Y
2	Mark Cerrone, Inc.	\$27,647,475.00	Y	Y	Y	Y ⁽²⁾	Y	Y	Y	Y	Y	Y	Y	Y

Notes on Bids Evaluated for General Contract:

1. Quackenbush Co., Inc. is the proposed subcontractor for both HVAC and Plumbing Work and therefore only a single qualifications package was provided. The subcontract amount in Quackenbush's Subcontractor Qualification Statement exceeds the sum of the Plumbing and HVAC subcontract amounts in the Proposed Subcontractors and Subcontract Amounts cover page. Based on discussion with Kandey, the reason for the discrepancy is that Quackenbush will be providing services beyond just the HVAC and plumbing work (i.e., exposed process piping Work is also in Quackenbush's subcontract).

2. Separate sealed envelope received, but not opened for Bidders other than the apparent low Bidder.

AGREEMENT BETWEEN OWNER AND CONTRACTOR CONTRACT MP-086

**Erie County Water Authority
3030 Union Road
Cheektowaga, New York 14227**

**Contract No. MP-086
Ball Pump Station
Phase 1 Rehabilitation
Project No. 202000177**

This Agreement is by and between Erie County Water Authority (“Owner”) and _____ (“Contractor”).

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Ball Pump Station Phase I Rehabilitation.

ARTICLE 2—THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Ball Pump Station Phase I Rehabilitation.

ARTICLE 3—ENGINEER

3.01 The Owner has retained Arcadis of New York, Inc. (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities of Engineer, and have the rights and authority assigned to Engineer in the Contract.

3.02 The part of the Project that pertains to the Work has been designed by Engineer.

ARTICLE 4—CONTRACT TIMES

4.01 *Time is of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. (Not Used)

4.03 *Contract Times: Days*

- A. The Work will be substantially complete within 885 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 930 days after the date when the Contract Times commence to run.

4.04 *Milestones*

- A. Parts of the Work must be substantially completed on or before the following Milestone(s):
1. Milestone 1 – VFD Room and Ball PS Building System Improvements as indicated in Section 01 13 13, Milestones: 400 days.
 2. Milestone 2 – Buried Piping System Improvements as indicated in Section 01 13 13, Milestones: 525 days.

4.05 *Liquidated Damages*

- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner \$1,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. *Milestones*: Contractor shall pay Owner \$750 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of each Milestone, until each milestone is achieved, or until the time specified for Substantial Completion is reached, at which time the rate indicated in Paragraph 4.05.A.1 will apply, rather than the Milestone rate.
 3. Liquidated damages for failing to timely attain Milestones, Substantial Completion, and final completion are not additive, and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

4.06 *Special Damages*

- A. Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

- B. The special damages imposed in this paragraph are supplemental to any liquidated damages for delayed completion established in this Agreement.

ARTICLE 5—CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:

- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6—PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment as recommended by the Engineer, as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.

1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of the value of the Work completed (with the balance being retainage).
- b. 95 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.

6.04 Consent of Surety

- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 *Contents*

- A. The Contract Documents consist of all of the following:
1. This Agreement.
 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 3. General Conditions.
 4. Supplementary Conditions and Exhibits.
 5. Women and Minority Business Enterprise Policy (Section 00 73 39)
 6. Wage Determination Schedule (Section 00 73 46)
 7. Funding-Financing Agency Requirements (Section 00 73 73)
 8. Specifications as listed in the table of contents of the project manual (copy of list attached).
 9. Drawings (not attached but incorporated by reference) consisting of 85 sheets with each sheet bearing the following general title: Ball Pump Station Phase I Rehabilitation
 10. Addenda (numbers _____ to _____, inclusive).
 11. Exhibits to this Agreement (enumerated as follows):
 - a. Bid and Bid Form Attachments
 12. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - e. Warranty Bond.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 *Contractor's Representations*

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

8.02 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 *Standard General Conditions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

Owner:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

Contractor:

(typed or printed name of organization)

By: _____
(individual's signature)

Date: _____
(date signed)

Name: _____
(typed or printed)

Title: _____
(typed or printed)

(If Entity is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
(individual's signature)

Title: _____
(typed or printed)

Address for giving notices:

Designated Representative:

Name: _____
(typed or printed)

Title: _____
(typed or printed)

Address:

Phone: _____

Email: _____

License No.: _____
(where applicable)

State: _____

NOTICE OF AWARD

Date of Issuance:

Owner:	Erie County Water Authority	Owner's Project No.:	202000177
Engineer:	Arcadis of New York, Inc.	Engineer's Project No.:	30044430
Project:	Ball Pump Station Phase I Rehabilitation		
Contract Name:	General Contract MP-086		
Bidder:	Kandey Company, Inc.		
Bidder's Address:	19 Ransier Drive, West Seneca, NY 14224		

You are notified that Owner has accepted your Bid dated **February 17, 2026** for the above Contract, and that you are the Successful Bidder and are awarded a **Contract MP-086** for general contraction.

The Contract Price of the awarded Contract is \$26,999,250.00. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Four unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner four counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: **Erie County Water Authority**

By (signature): _____

Name (printed): _____

Title: _____

Copy: Engineer