



# ERIE COUNTY WATER AUTHORITY

## INTEROFFICE MEMORANDUM

June 3, 2022

To: Terrence D. McCracken, Secretary to the Authority

From: Michael J. Quinn, Senior Distribution Engineer

A handwritten signature in dark ink, appearing to be "MJQ", is written over the name Michael J. Quinn.

Subject: Cooperative Agreement  
Pac Way Watermain Project  
Village of Lancaster  
ECWA Project No. 202200112

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Under Contract WSA-017, the Erie County Water Authority (ECWA) was in the process of replacing a section of deteriorated watermain on Pac Way in the Village of Lancaster. During the design phase, the was made aware of an ongoing Village of Lancaster (Village) project to construct a new Village Park south of West Main Street and north of Broadway, along Cayuga Creek, known as Cayuga Creek Park and Trail Project. The project is located in the Authority's Direct Service area and in part includes Pac Way and would encroach upon the Pac Way main regardless of the ECWA project.

After a review of the Village project, it was determined that rather than simply replace the Pac Way main, it will be more beneficial to relocate and roughly double the length of new main such that it would no longer encroach on the proposed park access ramp. Consequently, discussions between the Village and the Authority, led to the conclusion to expand the Pac Way Watermain Project and coordinate it with the Village's construction of Cayuga Creek Park and Trail Project. Doing so will allow for both the watermain work and the Park project to be completed simultaneously causing less disturbance and as importantly to save time and money for both, the Village and the Authority. The Village has agreed to pay for engineering of the watermain and complete construction of the new main and all restoration including that which would have been included in the original ECWA project. ECWA will be responsible to pay for the equivalent construction cost of only the length of main originally contemplated at a not to exceed amount of \$120,000.00

Attached is the Cooperative Agreement for the Pac Way Watermain Project for review and approval. This Agreement was developed by the ECWA Engineering and Legal Departments and has been approved by both, the Village and the Contractor. Once executed by the Village and the Contractor, three copies will be executed by the Chairman and executed copies be returned to the Village and the Contractor.

Funds are available for this project as follows:

- Unit 2590 Eng/Const Distribution Mains
- Item 101593 WSA-017 Waterline Replacement

Please feel free to contact me if you have any questions.

MJQ:jmf

Attachments

cc: L.Kowalski

S.Denzler

LNVL-679-2201

ERIE COUNTY WATER AUTHORITY  
AUTHORIZATION FORM  
For Approval/Execution of Documents  
(check which apply)

**Contract:** \_\_\_\_\_ **Project No.:** 202200112  
**Project Description:** Cooperative Agreement, Pac Way Watermain Project, Village of Lancaster.

**Item Description:**








- |   |  |   |                                       |
|---|--|---|---------------------------------------|
| <input checked="" type="checkbox"/> Agreement                 | <input type="checkbox"/> Professional Service Contract | <input type="checkbox"/> Amendment          | <input type="checkbox"/> Change Order |
| <input type="checkbox"/> BCD                                  | <input type="checkbox"/> NYSDOT Agreement              | <input type="checkbox"/> Contract Documents | <input type="checkbox"/> Addendum     |
| <input type="checkbox"/> Recommendation for Award of Contract | <input type="checkbox"/> Recommendation to Reject Bids |   |                                       |
| <input type="checkbox"/> Request for Proposals                |  |   |                                       |
| <input type="checkbox"/> Other _____                          |  |   |                                       |

**Action Requested:**

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> Board Authorization to Execute            | <input checked="" type="checkbox"/> Legal Approval                   |
| <input type="checkbox"/> Board Authorization to Award                         | <input checked="" type="checkbox"/> Execution by the Chairman        |
| <input type="checkbox"/> Board Authorization to Advertise for Bids            | <input type="checkbox"/> Execution by the Secretary to the Authority |
| <input type="checkbox"/> Board Authorization to Solicit Request for Proposals |  |
| <input type="checkbox"/> Other _____  |  |

**Approvals Needed:**

**APPROVED AS TO CONTENT:**

- |  |  |                  |
|--|--|------------------|
| <input checked="" type="checkbox"/> Sr Distribution Engineer   |   | Date: 6/3/2022   |
| <input checked="" type="checkbox"/> Chief Operating Officer    |   | Date: _____      |
| <input checked="" type="checkbox"/> Executive Engineer         |   | Date: 06/03/2022 |
| <input checked="" type="checkbox"/> Director of Administration |   | Date: 06/06/2022 |
| <input checked="" type="checkbox"/> Risk Manager               |  | Date: 06/06/2022 |
| <input checked="" type="checkbox"/> Chief Financial Officer    |  | Date: 06/06/2022 |
| <input checked="" type="checkbox"/> Legal                      |   | Date: 6/6/2022   |

**APPROVED FOR BOARD RESOLUTION:**

- |  |  |              |
|--|--|--------------|
| <input checked="" type="checkbox"/> Secretary to the Authority |  | Date: 6/8/22 |
|--|--|--------------|

**Remarks:** \_\_\_\_\_

**Resolution Date:** \_\_\_\_\_ **Item No:** \_\_\_\_\_



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MJQ:jmf

Attachments

cc: L.Kowalski

S.Denzler

LNVL-679-2201

## **COOPERATIVE AGREEMENT**

This Cooperative Agreement (“Agreement”), effective as of (“Effective Date”), is by and among

**ERIE COUNTY WATER AUTHORITY**  
295 Main Street, Room 350  
Buffalo, New York 14203

hereinafter referred to as the “Authority” and

**VILLAGE OF LANCASTER**  
5423 Broadway  
Lancaster, New York 14086

hereinafter referred to as the “Village” and

and

**4<sup>TH</sup> GENERATION CONSTRUCTION, INC.**  
5650 Simmons Avenue  
Niagara Fall, New York 14304

Hereinafter referred to as the “Contractor.”

### **Recital**

**WHEREAS**, the Village has initiated a capital improvement project, known as the Cayuga Creek Park and Trail Project, an urban pocket park, located south of the West Main Street Extension Project and north of Broadway along Cayuga Creek, proposing a terraced “green space” where Pac Way currently runs up to Main Street (the “Project”),

**WHEREAS**, as the recipient of a grant from the Dormitory Authority of the State of New York, the Village has retained the engineering services of CPL Architects, Engineers, Landscape Architect and Surveyor, D.P.C. (the “Village’s Consulting Engineer”) to design and oversee the construction and completion of the Project,

**WHEREAS**, the Village has recently accepted the bid and awarded a contract to the Contractor with construction to begin later this year,

**WHEREAS**, on March 4, 2021, the Authority retained the services of a private engineering firm, relating to the replacement of distribution mains in the Authority’s direct service areas, including the replacement of four distribution mains within the Village of Lancaster, one of which is located within the Project area (the “Pac Way Watermain Project”),



**WHEREAS**, the Authority has provided the Village and CPL with the initial design plans for the Pac Way Watermain Project,

**WHEREAS**, the Village and CPL have recommended to the Authority changes to, and expansion of, the Pac Way Watermain Project,

**WHEREAS**, the Authority's Engineering Department has reviewed and approved the proposed changes to the Pac Way Watermain Project as proposed by the Village, and

**WHEREAS**, by working in a cooperative fashion to replace the Pac Way distribution main as part of the Village's Project, both the Village and the Authority will save both time and money in the completion of both projects, and

**NOW, THEREFORE**, in consideration of the mutual promises set forth in this Agreement, the parties agree as follows:

## **ARTICLE 1 THE PAC WAY WATERMAIN PROJECT**

**1.01** All of the recitals set forth above are hereby incorporated into the body of this Agreement as though separately and specifically set forth herein.

**1.02** The Village, through the Contractor, will installed approximately 375 linear feet of 12-inch ductile iron pipe ("DIP") watermain, one new hydrant, two interconnections and an abandonment of the existing interconnection in West Main Street.

**1.03** The installation of the Pac Way Watermain Project will begin at the existing 12-inch main roughly 250 feet south of West Main Street and terminate at an existing 12" service connection which was installed by the Village as part of the West Mains Street reconstruction project located approximately 225 feet west of Pac Way.

**1.04** The installation of the Pac Way Watermain Project will be as shown and noted on revised plans and drawings submitted and approved by the Village's Consulting Engineer, and the Village Fire Chief on \_\_\_\_\_, and the Authority's Executive Engineer on April 29, 2022, a copy of which will be attached to, and incorporated in, this Agreement as Appendix A.

**1.05** During construction, the Village's Consulting Engineer will perform resident inspection services and will immediately notify the Authority's Executive Engineer, or his designated project engineer, of any unanticipated problems associated with the Pac Way Watermain Project.

**1.06** In accordance with General Municipal Law § 103, the Village has solicited sealed bids and has awarded a construction contract to the Contractor, as the lowest responsible, responsive bidder for the Pac Way Watermain Project.

## **ARTICLE 2 COSTS**

**2.01** The Village has agreed to pay for all costs for its Consulting Engineer, including expenses relating to resident inspection services, relating to the Pac Way Watermain Project, as part of the Project.

**2.02** The Village's Consulting Engineer has assured the Authority that construction costs for the Pac Way Watermain Project will not exceed \$120,000.00.

**2.03** The Village and the Authority have agreed to equally share the cost for the construction of the Pac Way Watermain Project so long as the cost of construction does not exceed \$120,000.00.

## **ARTICLE 3 ACCEPTANCE OF THE WATER SYSTEM BY THE AUTHORITY**

**3.01** The Village shall arrange for water samples and bacterial tests to be taken and tested by an approved laboratory. The results shall be submitted to the Erie County Health Department for approval, and if all tests are satisfactory, the County Health Department shall submit a Certificate of Acceptance to the Authority.

**3.02** Authority personnel shall direct the operation of valves on existing watermains during the required leakage and pressure tests and the disinfection of the watermains and appurtenances.

- A. If the mains and appurtenances should fail the pressure or leakage tests, the necessary corrective measures shall be taken, and the tests repeated until satisfactory results are obtained.
- B. Upon completion of these tests, the mains shall be shut off and not placed into service until the County Health Department issues a Certificate of Acceptance, all legal and administrative requirements have been satisfied, and the work has been accepted by resolution of the Authority. The Authority will then authorize the completion of the interconnections and turn on the mains, which have been accepted by the Authority, and service can begin.

**3.03** Prior to the start of construction, the Contractor shall provide the Authority with the following:

- A. Payment bond.
  - 1. Prior to the construction, a payment bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the estimated construction cost of the watermains and appurtenances. A sample payment bond in a form

acceptable to the Authority is attached and made a part of this Agreement as Appendix B,

2. The Contractor will provide said payment bond to insure all labor and materials supplied for the construction and installation of the watermain and appurtenances have been fully paid, ensuring the Authority accepts such watermain and appurtenances without liens or encumbrances.
3. Said bond shall cover a period of twelve (12) months following completion of the installation of watermain and appurtenances.
4. The completion date shall be established as the date of acceptance of the work by resolution of the Authority.

**3.04** Within four (4) weeks of the date the Erie County Health Department Certificate of Acceptance is received, and prior to both acceptance by the Authority and the date water service is begun, the Village and the Contractor shall provide the Authority with the following:

A. Performance bond.

1. A maintenance bond in form satisfactory to the Authority and issued by a carrier satisfactory to the Authority in an amount of one hundred (100%) percent of the actual construction cost of the water mains and appurtenances. A sample performance/maintenance bond in a form acceptable to the Authority is attached and made a part of this Agreement as Appendix C.
2. Said bond shall cover a period of twenty-four (24) months following the completion of the installation of water mains and appurtenances. During this 24-month period, the Contractor agrees to maintain and repair the water mains and appurtenances accepted by the resolution of the Authority.
3. The completion date shall be established as the date of the acceptance of the work by resolution of the Authority.
4. If the Contractor defaults on its obligation, the Authority may seek to recover the cost of maintenance and repair from the carrier/surety of the maintenance bond.

- B. The Authority may review and verify the actual construction cost of the mains and appurtenances. The actual cost will be used to determine the amount of the maintenance bonds mentioned above, and for all other legal and administrative purposes. The actual cost shall include the furnishing and installing of the pipe, valves, hydrants, paving and other appurtenances required to be completed before the work is accepted by resolution of the Authority.

- C. A statement, signed and sealed by the Village's Consulting Engineer and the Contractor, that all work involved in the installation of water mains and appurtenances was completed in accordance with plans and drawings approved by the Authority and in accordance with the Authority's specifications, that all valves, hydrants, and appurtenances are in satisfactory operating condition and that the Village's Consulting Engineer provided full time resident inspection of the work.
- D. One (1) reproducible and electronic file AutoCad 2018 version on CD Rom or diskette record drawing, to a scale determined by the Authority, showing the constructed location of all mains with at least three readily identifiable ties to all fittings, valves and services. The record drawing shall be marked "As-Built" and bear the seal and license number of the Village's Consulting Engineer. The Village's Consultant Engineer shall certify by seal and signature that he has measured or has supervised the measurement of all dimensions shown on the "As-Built" drawing.

**3.04** At the completion of all the work, labor, and service as well as installation of all materials and after all the conditions hereinabove set forth are complied with to the satisfaction of the Authority, the Authority agrees to accept said water mains, hydrants, services, and other appurtenances.

**3.05** Title to all water mains, hydrants, services, and appurtenances shall vest in the Authority and the Authority shall provide service to the Village in the same manner as if the mains were originally installed by the Authority.

**3.06** At the completion of all the work, labor and services, the Village agrees to grant to the Authority a permanent easement to access and utilize Village property within the Project area, allowing the Authority to maintain, repair, and improve its transmission main and other appurtenances. This easement shall extend 15 feet on either side of the center line of the distribution main and will run with the land until such time as the transmission main is abandoned or removed by the Authority.

**3.07** The Authority reserves the right at any time, without notice to shut off the water in its mains to make repairs, extensions or for other purposes, and it is expressly agreed that the Authority shall not be liable for deficiency or failure in the supply of water, water pressure or for any damage caused thereby or by the bursting or breaking of any main or service pipe or any attachment to the Authority's property, other than through the gross negligence of the Authority. In the interest of public health, the Authority will not permit its mains or services to be connected with any service pipe or piping which is connected with any other source of water supply not approved by the Department of Health of the State of New York.

**3.08** It is mutually understood and agreed:

- A. The mains laid or to be laid pursuant to this Agreement shall be and remain the property of the Authority, its successors and assigns, and the Authority retains and

shall have the right to extend any mains installed by it pursuant to the terms of the Agreement in or to other lands, streets or avenues, but the Village shall not by reason thereof be entitled to any repayment.

- B. Any authorized representative of the Authority shall have free access to the premises of the Village at any reasonable time for the purpose of inspecting said construction.
- C. Water Service may be disconnected for the reasons enumerated in Section 2.32 of the Authority's Tariff.

## **ARTICLE 4 GENERAL PROVISIONS**

**4.01 Independent Status:** Nothing contained in the agreement shall be constructed to render either the Authority or the Village, employee or agent of the other, nor shall either party have authority to bind the other in any matter, other than set forth in this agreement. It is intended that each party shall remain independent and separate from the other, and fully responsible for its own actions.

**4.02 Insurance:**

- A. The Contractor for the Pac Way Water Main Project agrees to secure and maintain such insurance necessary to protect itself, the Village, and the Authority, from claims under the Workmen's Compensation Act; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of any of its employees or any person other than its employees; and from claims of damages because of injury to or destruction of property including loss of use resulting thereof in the amount indicated on Appendix D.
- B. The Engineer agrees to provide and maintain insurance that will provide coverage for claims arising out of the negligent performance of its services.
- C. The Engineer agrees to provide Certificates of Insurance certifying the coverage required by this provision.
- D. The Engineer agrees to provide the name of an employee who will be responsible for providing the Authority with current and updated Certificates of Insurance. The Authority will require the name of the employee, the employee's phone number and email addresses.
- E. The Engineer agrees to require all direct or indirect subcontractors to procure and maintain insurance in accordance with the Insurance Requirements, as set forth in the Addendum Agreement, attached as Appendix E.

#### **4.03 Indemnification**

- A. To the fullest extent permitted by law, the Village agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors, employees and agents may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Village, its officers, directors, employees and agents under this Agreement and those of its contractors or subcontractors or anyone for whom the Village is legally liable.
- B. To the fullest extent permitted by law, the Contractor agrees to indemnify and hold the Authority harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees, and cost of defense) to which the Authority, its officers, directors, employees and agents may be subject to, arising out of the death or bodily injury to any person or the destruction or damage to any property to the extent caused by the negligent acts, errors or omissions, or willful misconduct of the Contractor, its officers, directors, employees and agents under this Agreement and those of its subcontractors or anyone for whom the Contractor is legally liable.
- C. To the fullest extent permitted by law, the Authority agrees to indemnify and hold the Village and/or the Contractor harmless from all third party claims, liabilities, damages and costs (including all reasonable attorney's fees and cost of defense) to the extent caused by the negligent acts, errors or omissions of the Authority, its contractors, engineers, or anyone for whom the Authority is legally liable.

**4.04 Amendments and Modifications:** No modification, amendment or changes in the Pac Way Water Main Project shall be valid unless the Authority is given prior written notice by the Village and/or the Contractor and the Authority gives the Village and the Contractor prior written approval of same.

**4.05 Notice:** Any notices required by this Agreement or otherwise shall be delivered by United States Postal mail or personal delivery upon the addresses stated above. Any change in such addresses shall be required to be in writing to the other party and acknowledged as such.

**4.06 Entire Agreement:** This Agreement contains the entire Agreement between the parties relating to its subject matter. All prior or contemporaneous contracts, understandings and statements are merged herein.

**4.07 Approval:** This Agreement is subject to approval by the respective parties in accordance with the authority granted to each party.

**IN WITNESS WHEREOF,** the parties hereto have set their hands and seals as of the Effective Date.

**VILLAGE OF LANCASTER**

**ERIE COUNTY WATER AUTHORITY**

---

LYNNE RUDA, Mayor

---

JEROME D. SCHAD, Chair

**4<sup>TH</sup> GENERATION CONSTRUCTION, INC.**

---

KRISTINE YARUSSI, President

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF ERIE         )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me personally came LYNNE RUDA, to me known, who being by me duly sworn did depose and say that she resides in Lancaster, New York, that she is the Mayor of the Village of Lancaster, described in the above instrument, and she signed her name thereto by the authorization of the Village Board of the Village of Lancaster pursuant to a duly enacted resolution.

---

Notary Public - State of New York

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF ERIE         )

On the \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me personally came KRISTINE YARUSS, to me known, who being by me duly sworn, did depose and say that she resides in Niagara Falls, New York; that she is President of 4<sup>TH</sup> GENERATION CONSTRUCTION, INC., the corporation described in, and which executed, the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation and that she signed her name thereto by like order.

---

Notary Public - State of New York

STATE OF NEW YORK     )  
  ) ss:  
COUNTY OF ERIE         )

On this \_\_\_\_ day of \_\_\_\_\_, in the year 2022, before me personally came JEROME D. SCHAD, to me known, who being by me duly sworn did depose and say that he resides in Amherst, New York, that he is the Chairman of the ERIE COUNTY WATER AUTHORITY, the corporation named in the foregoing indenture; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by a duly adopted resolution of the said Authority and that he signed his name thereto by like resolution.

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Notary Public - State of New York



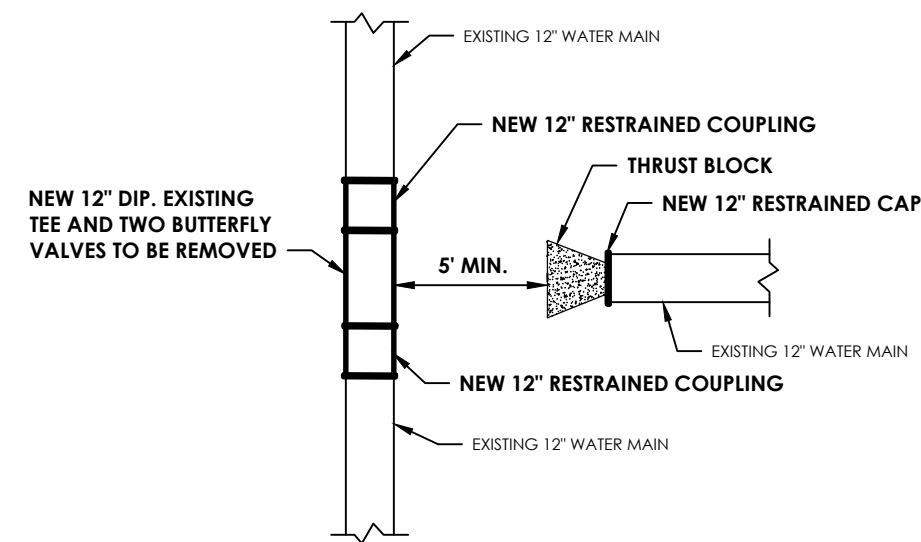
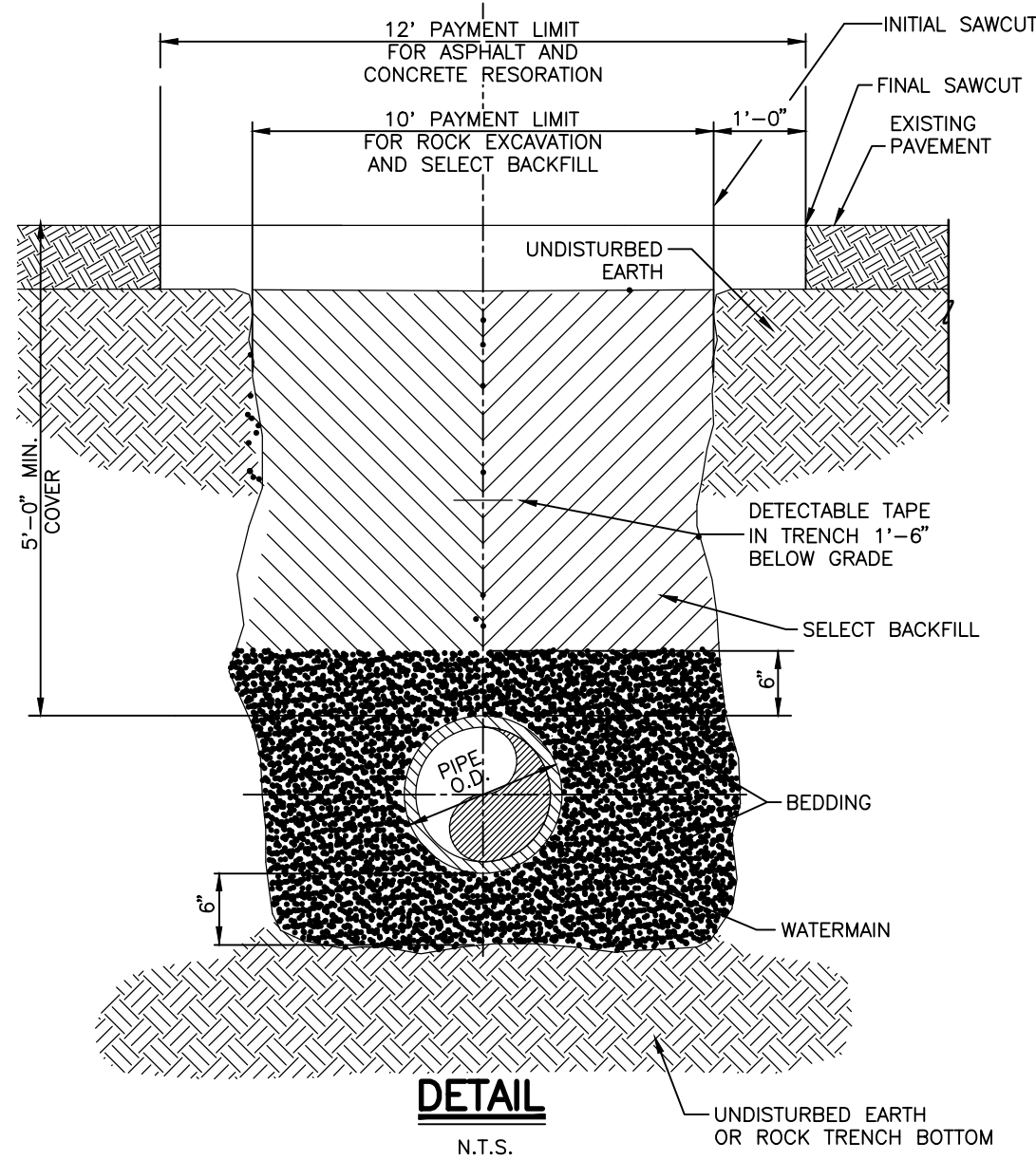
**APPENDIX A**  
**APPROVED PLANS & DRAWINGS**







Referenced Drawings: None  
Drawing Name: S:\Projects\Lancaster\_V\Cayuga Park Trail\Design\ACAD\Civil\Site\Design\_Site Plan\_Final.dwg  
Plotted By: Brandon Riggs  
Date last plotted: 4/29/2022 11:54 AM  
Date last accessed: 4/29/2022 11:53 AM

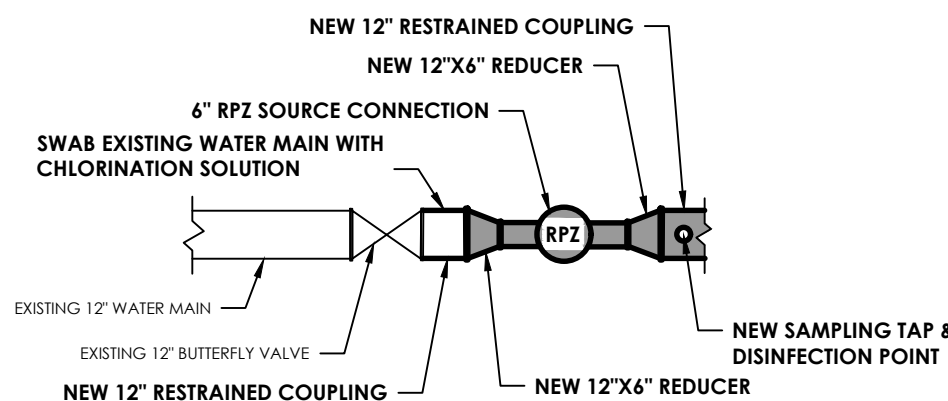


NOTES: 1. ALL JOINTS SHALL BE RESTRAINED  
2. SHADING DEFINES LIMITS OF PRESSURE TESTING

**ABANDONMENT 1 -  
WEST MAIN ST.**

N.T.S.

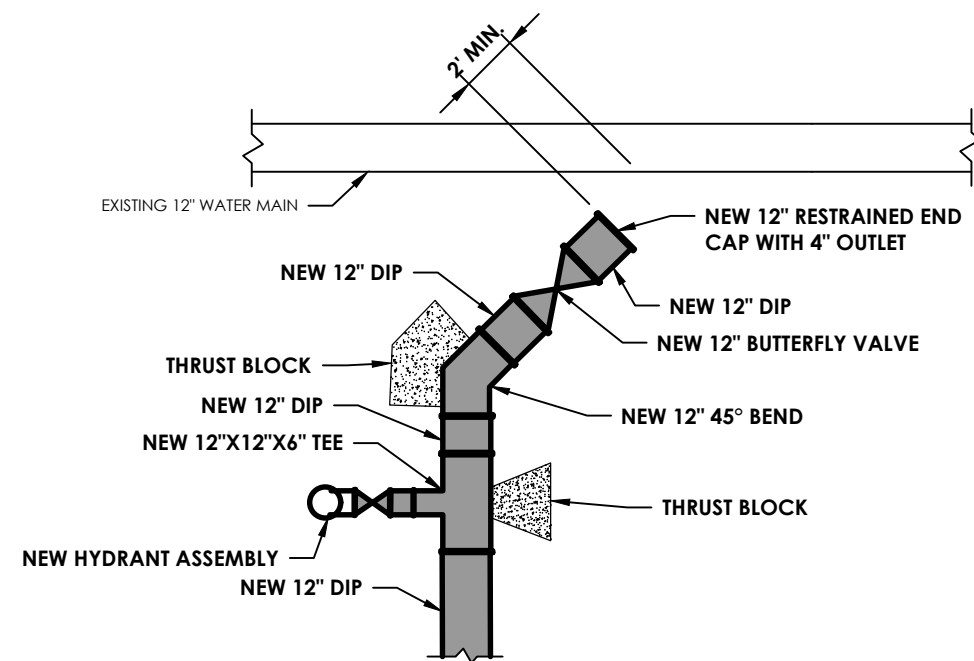
## ABANDONMENT 1 TRENCH AND RESTORATION DETAIL



NOTES: 1. ALL JOINTS SHALL BE RESTRAINED  
2. SHADING DEFINES LIMITS OF PRESSURE TESTING

**INTERCONNECTION 01 -  
WEST MAIN ST.**

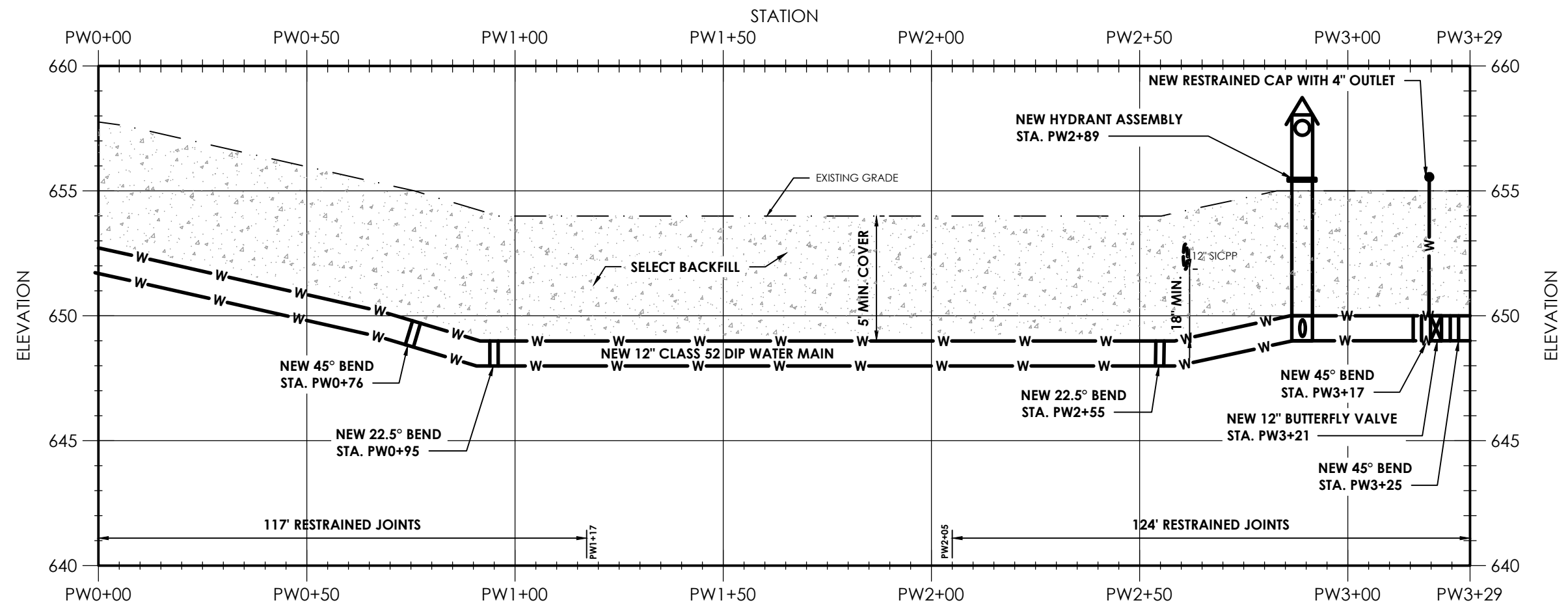
N.T.S.



NOTES: 1. ALL JOINTS SHALL BE RESTRAINED

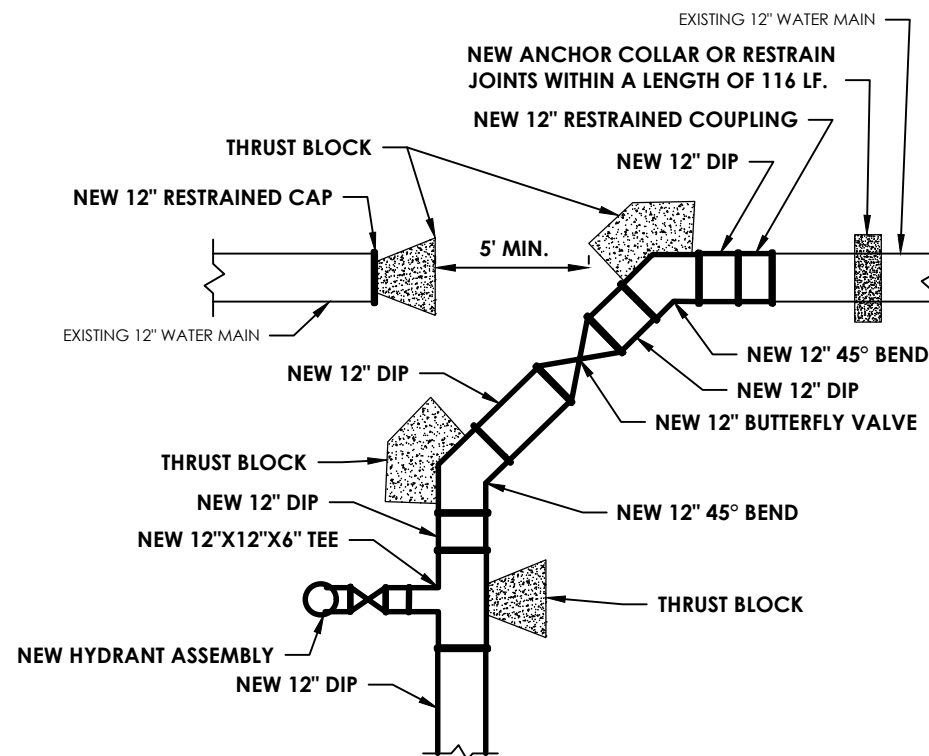
**INTERCONNECTION 02 -  
PAC WAY: BEFORE CONNECTION TO EXISTING**

N.T.S.



**NEW WATER MAIN PROFILE  
STA. PW0+00 TO STA. PW3+29**

SCALE: 1" = 30' HORZ., 1" = 5' VERT.




NOTES: 1. ALL JOINTS SHALL BE RESTRAINED  
2. SHADING DEFINES LIMITS OF PRESSURE TESTING  
3. ALL MATERIALS AFTER THE VALVE USED TO MAKE CONNECTION MUST BE SWABBED CLEAN

**INTERCONNECTION 02 -  
PAC WAY: AFTER CONNECTION TO EXISTING**

DIRECT SERVICE WATER DISTRICTS	
APPROVED ( )	APPROVED AS CORRECTED ( )
NOT APPROVED ( )	REVISE AND RESUBMIT ( )
CHECKING OF THE DRAWINGS BY THE AUTHORITY ENGINEERS IS ONLY FOR THE PURPOSE OF ASCERTAINING COMPLIANCE WITH THE PHYSICAL ASPECTS OF GOOD WATER WORKS PRACTICES AND WITH CURRENT DISTRIBUTION SYSTEMS PLANNING.	
ERIE COUNTY WATER AUTHORITY	
BY: <i>Samuel F. Kralick</i>	DATE: 04/29/2022
THIS APPROVAL EXPIRES THREE YEARS FROM THE DATE OF APPROVAL	

REVISIONS					DESCRIPTION
NO.	DATE	BY	CHKD		
1	1/3/22	BBR	SRT		
3	1/24/22	BBR	SRT		
6	4/18/22	SCB	SRT		



26 MISSISSIPPI STREET, SUITE 100  
BUFFALO, NEW YORK 14203  
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FAX (716) 852-2120

**CPLteam.com**

ARCHITECTURE • ENGINEERING • PLANNING



VILLAGE OF LANCASTER

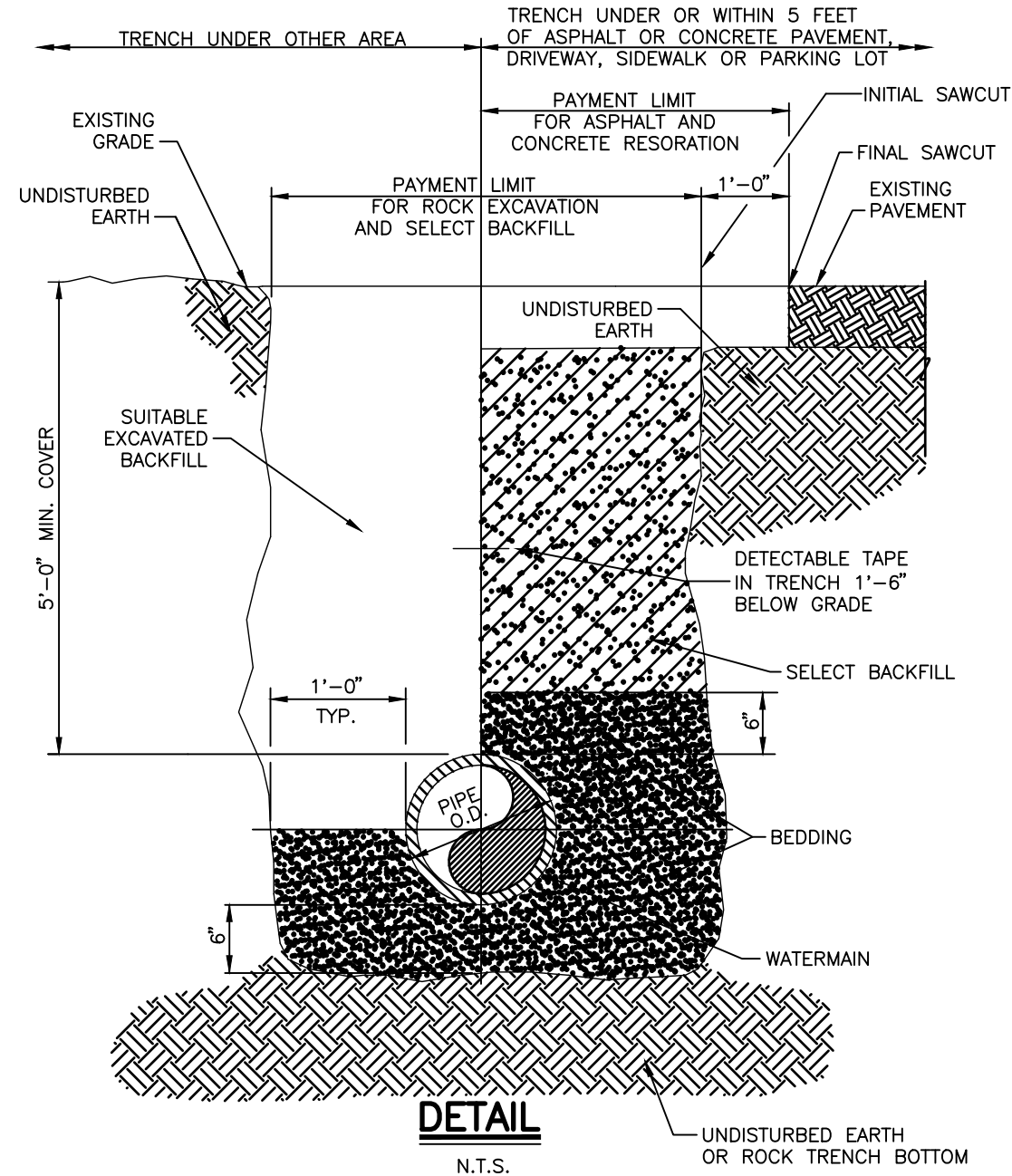
LANCASTER ERIE COUNTY NEW YORK

DATE: 12/16/2021  
DRAWN: MMA  
DESIGNED: MMA  
CHECKED: SRT  
SCALE: AS NOTED

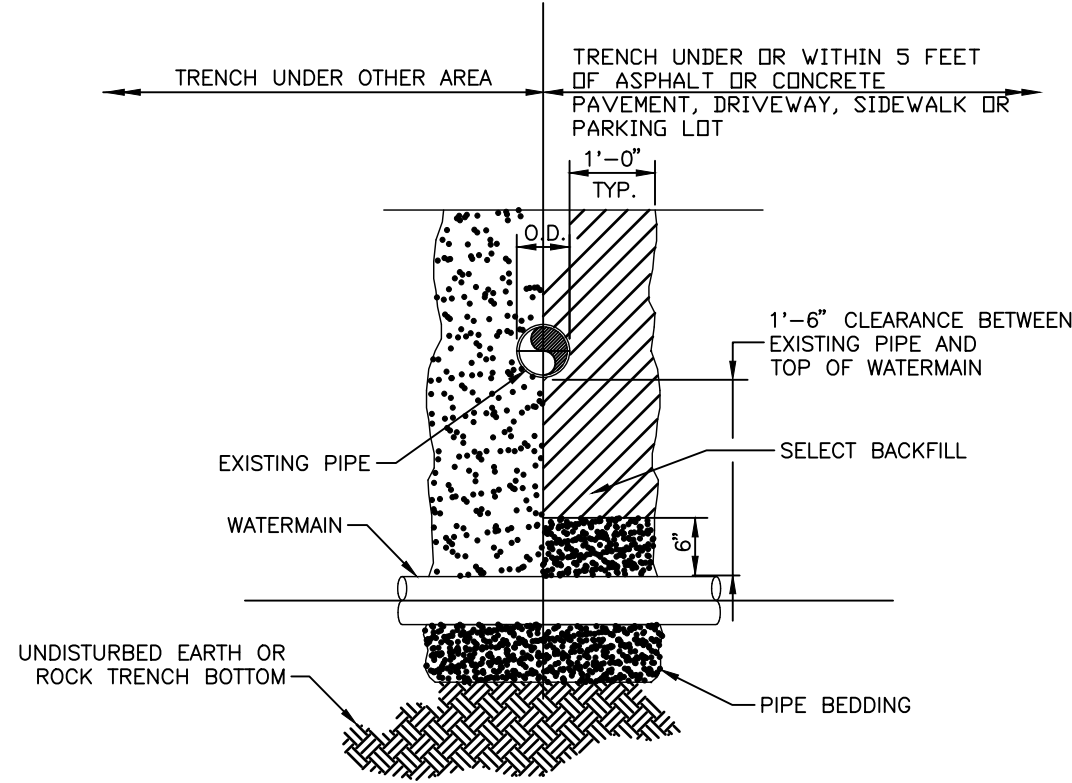
CAYUGA CREEK PARK & TRAIL  
PROPOSED WATER MAIN RELOCATION  
PROFILE & INTERCONNECTION DETAILS

PROJECT NUMBER  
15471.00  
DRAWING NUMBER  
C-301





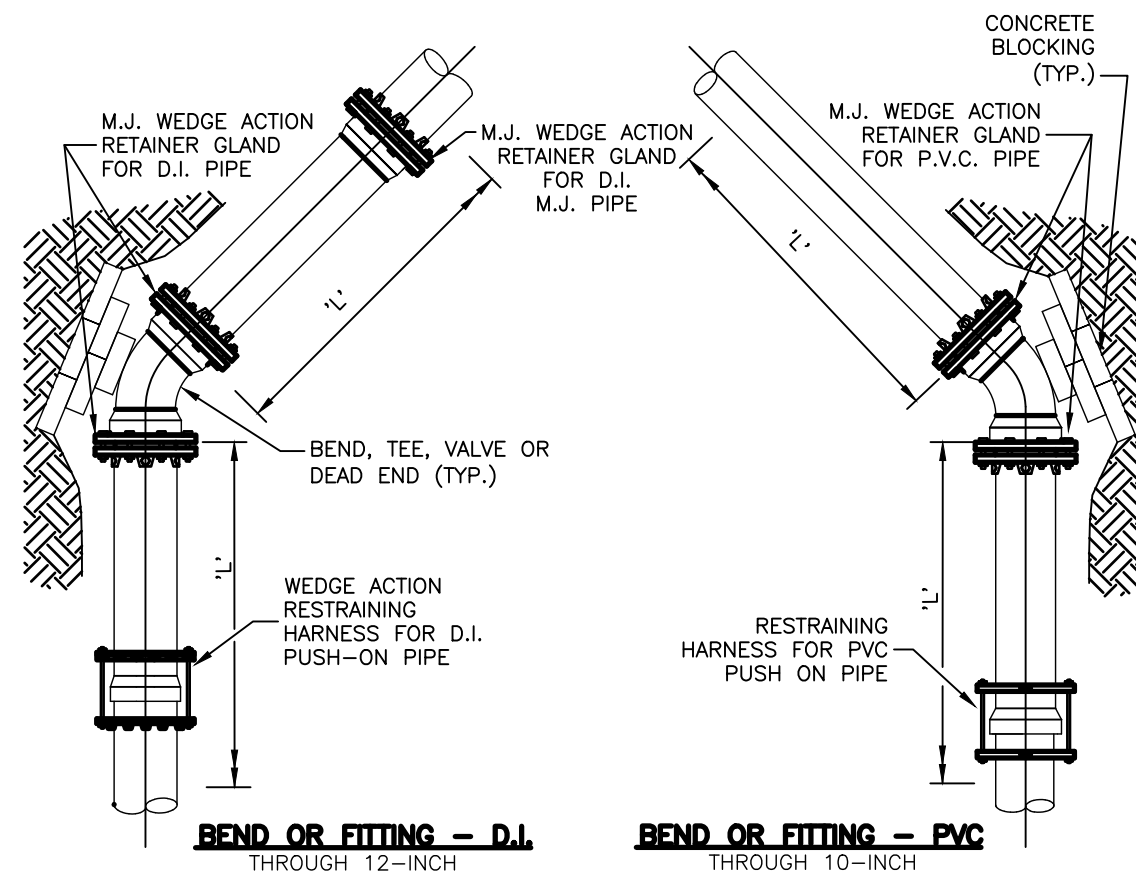
STANDARD DETAIL TRENCH THROUGH 12-INCH DIAMETER WATERMAIN



- NOTES:**
1. ALL EXISTING UTILITIES MUST BE SUPPORTED DURING CONSTRUCTION OF THE NEW WATERMAIN.
  2. WHEN CROSSING A SEWERLINE WITH A NEW WATERMAIN, ONE FULL PIPE LENGTH (18 FT. MIN.) SHALL BE USED AT THE POINT OF CROSSING. THE WATERMAIN SHALL BE PLACED SO THAT BOTH JOINT ENDS ARE AS FAR AS POSSIBLE FROM THE EXISTING SEWERLINE.

SECTION  
N.T.S.

STANDARD DETAIL PIPE CROSSING

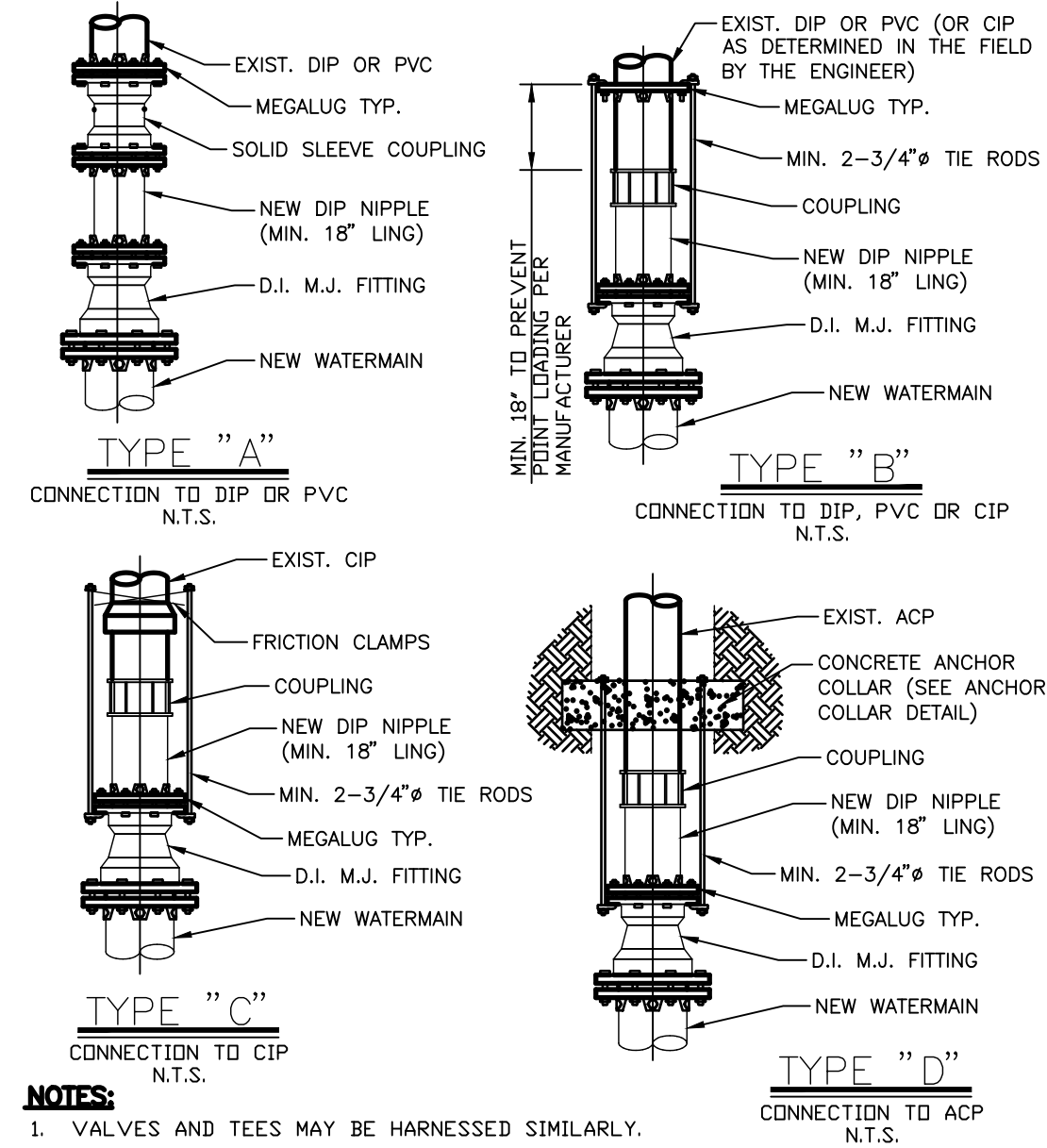


RESTRAINED JOINT SCHEDULE					
PIPE SIZE	PIPE TYPE	11.25' ELBOW	22.5' ELBOW	45' ELBOW	TEE BRANCH, 90° BEND VALVE OR DEAD END
6"	DIP	3'-0"	5'-0"	22'-0"	62'-0"
8"	DIP	3'-0"	7'-0"	29'-0"	82'-0"
12"	DIP	7'-0"	11'-0"	41'-0"	116'-0"

- NOTES:**
1. DIMENSION 'L' REPRESENTS THE LENGTH OF RESTRAINING PIPE REQUIRED IN FEET EACH SIDE OF THE PIPE FITTING.

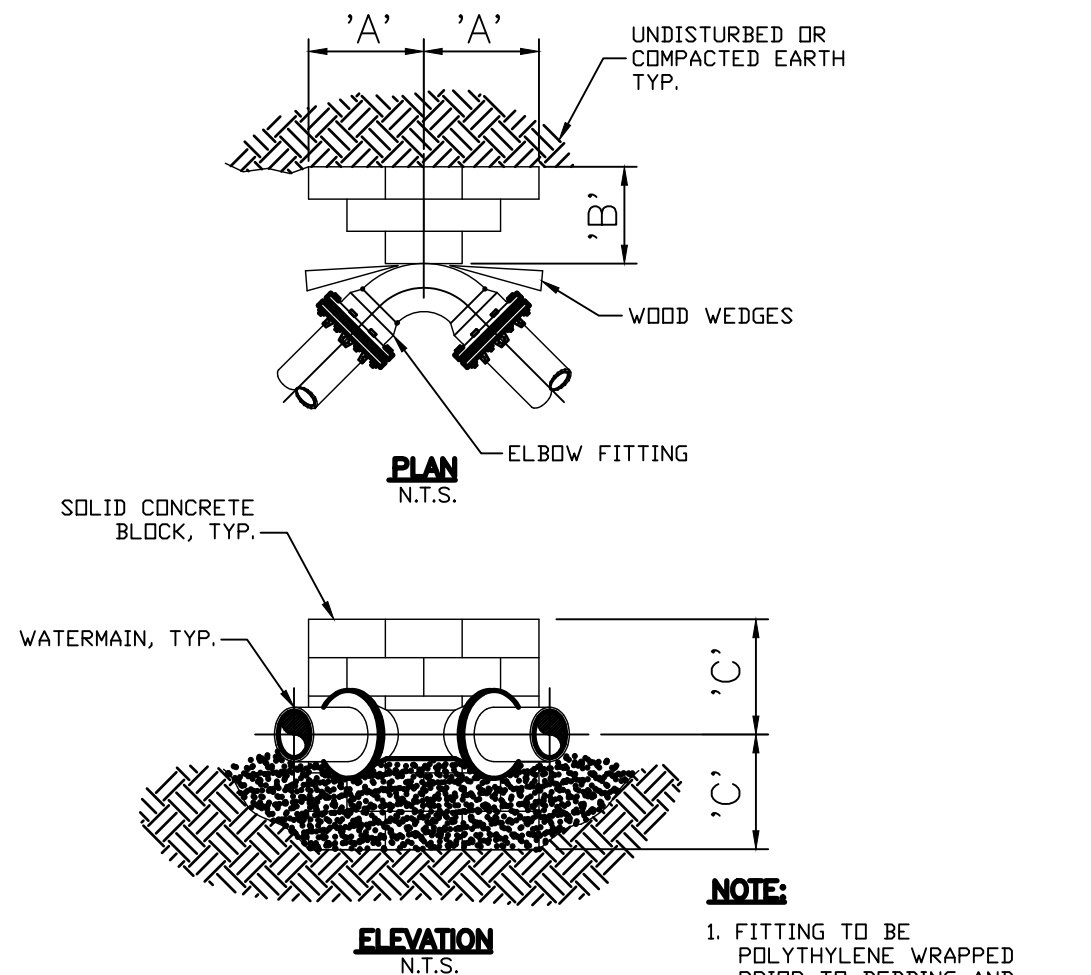
PLAN  
N.T.S.

STANDARD DETAIL RESTRAINED JOINT SCHEDULE



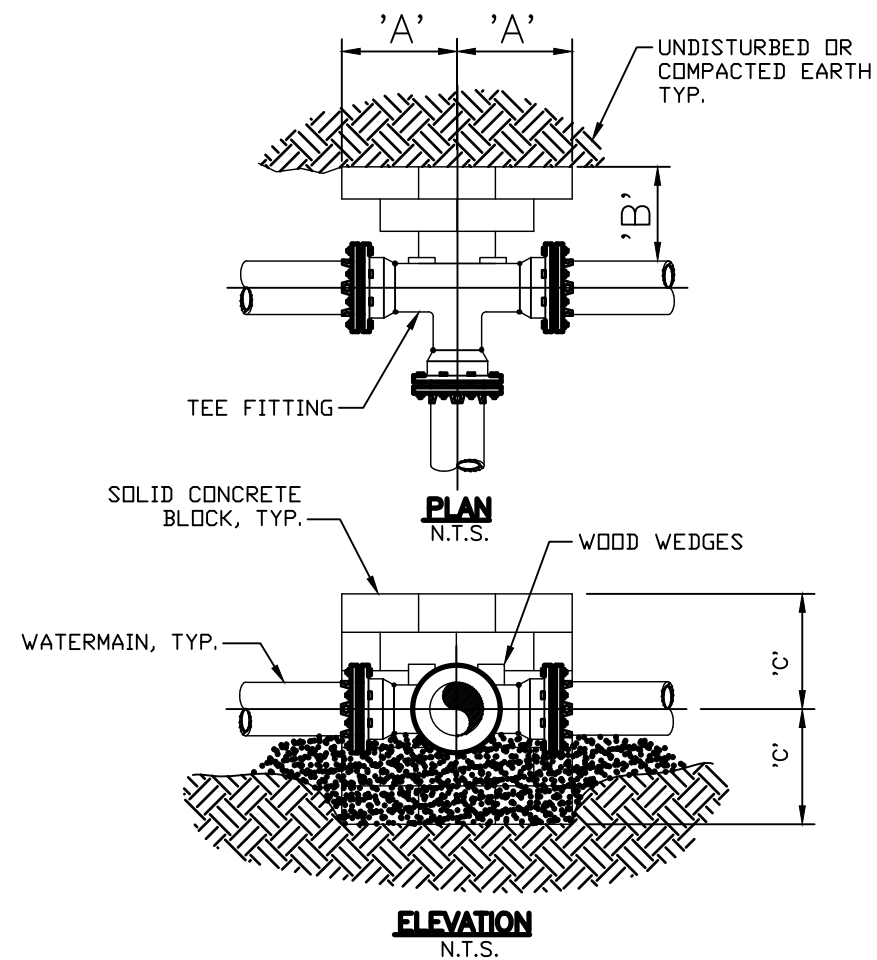
- NOTES:**
1. VALVES AND TEES MAY BE HARNESSED SIMILARLY.
  2. HARNESSING IS FOR RESISTANCE TO INTERNAL PRESSURE-PIPE ITSELF MUST BE SUPPORTED ON FIRM BEDDING AND CAREFULLY BACKFILLED.
  3. COAT ALL EXPOSED SURFACES OF HARNESS ASSEMBLY WITH BITUMINOUS COATING.
  4. TIE RODS SHALL BE PLACED ON SIDES OF PIPE.

STANDARD DETAIL TYPICAL CONNECTION TO EXISTING WATERMAIN THROUGH 12-INCH DIAMETER WATERMAIN



DIMENSION SCHEDULE											
PIPE SIZE	11.25' ELBOW			22.5' ELBOW			45' ELBOW			90' ELBOW	
6"	0'-6"	1'-0"	0'-6"	0'-6"	1'-0"	0'-6"	0'-9"	1'-0"	0'-6"	1'-6"	0'-6"
8"	0'-6"	1'-0"	0'-6"	0'-9"	1'-0"	0'-6"	1'-6"	1'-0"	0'-6"	1'-6"	0'-9"
12"	1'-0"	1'-0"	1'-0"	1'-3"	1'-0"	0'-9"	1'-9"	1'-0"	1'-0"	2'-0"	1'-0"

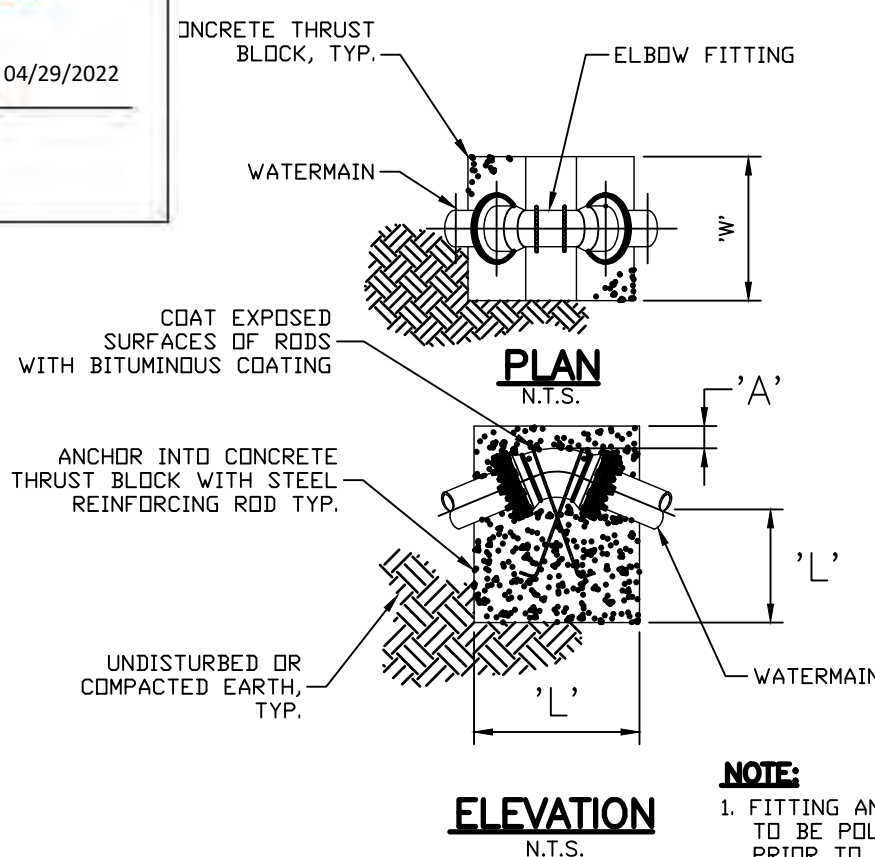
STANDARD DETAIL THRUST BLOCKS FOR ELBOW FITTING



- NOTES:**
1. THRUST BLOCK REQUIRED FOR TEES, HYDRANT LATERAL TEES AND TAPPING SLEEVE INSTALLATIONS.
  2. FITTING TO BE POLYETHYLENE WRAPPED PRIOR TO BEDDING AND CONCRETE BLOCK.

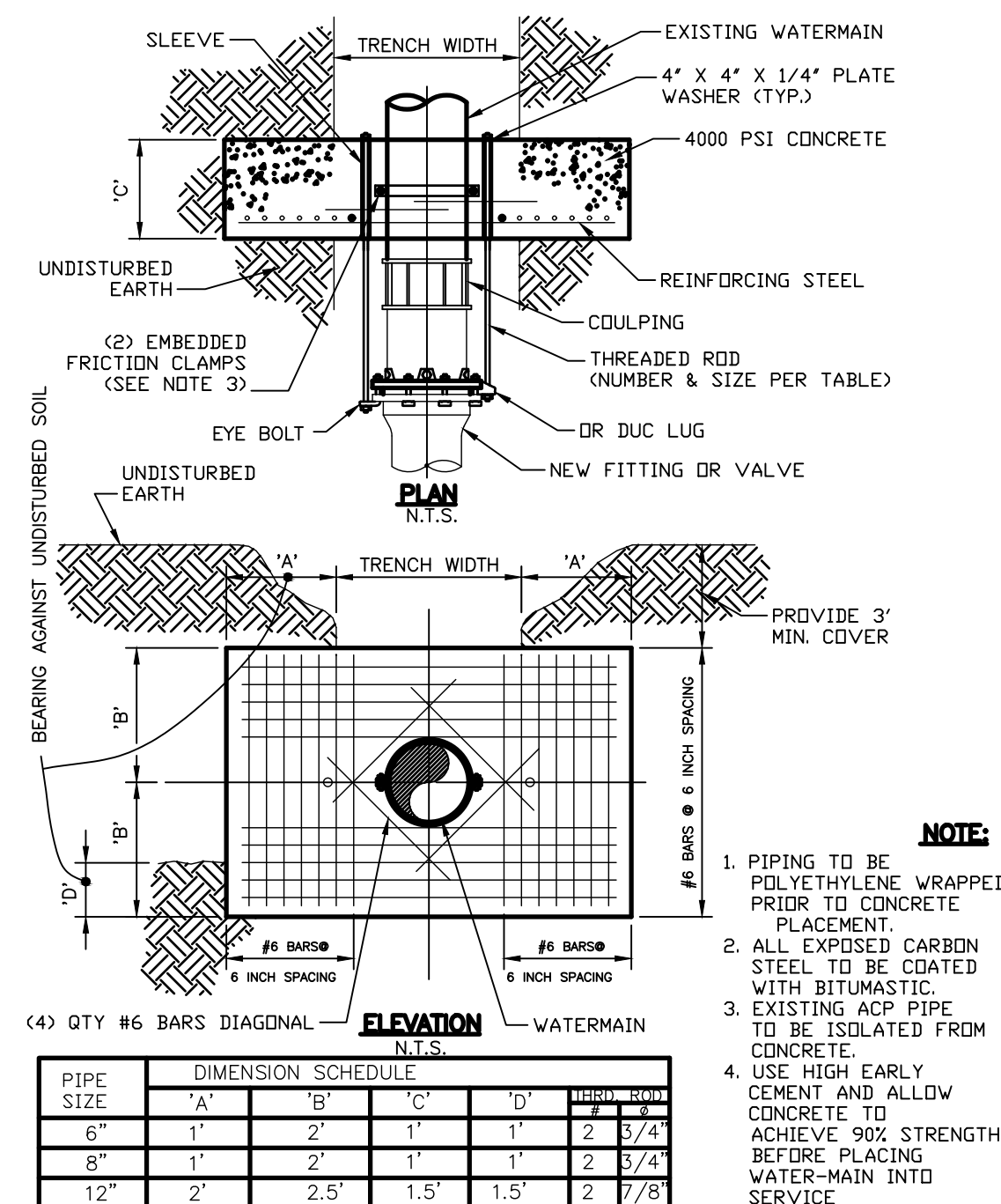
DIMENSION SCHEDULE			
BRANCH TEE SIZE	'A'	'B'	'C'
6"	1'-0"	1'-0"	0'-6"
8"	1'-6"	1'-0"	0'-6"
12"	3'-0"	2'-0"	2'-0"

STANDARD DETAIL THRUST BLOCKS FOR TEE OR "DEAD END" FITTING



DIMENSION SCHEDULE											
PIPE SIZE	PIPE TYPE	11.25' ELBOW			22.5' ELBOW			45' ELBOW			ROD Ø
6"	DIP	0'-6"	1'-0"	1'-0"	3/8"	0'-6"	1'-0"	1'-0"	3/8"	0'-6"	1'-6"
8"	DIP	0'-6"	1'-0"	1'-0"	1/2"	0'-6"	1'-9"	1'-9"	1/2"	0'-6"	2'-0"
12"	DIP	0'-6"	2'-0"	2'-0"	5/8"	0'-6"	2'-6"	2'-6"	5/8"	0'-6"	3'-0"

STANDARD DETAIL THRUST BLOCKS FOR VERTICAL BEND



STANDARD DETAIL ANCHOR COLLAR

REVISIONS				
NO.	DATE	BY	CHKD	DESCRIPTION
1	1/3/22	BBR	SRT	UPDATED MEASUREMENTS FOR PLANT BEDS
3	1/24/22	BBR	SRT	UPDATED RIM ELEVATION
6	4/18/22	SCB	SRT	WATER MAIN ALIGNMENT



26 MISSISSIPPI STREET, SUITE 100  
BUFFALO, NEW YORK 14203  
TEL (800) 274-9000  
FAX (716) 852-2120

**CPLteam.com**  
ARCHITECTURE • ENGINEERING • PLANNING



VILLAGE OF LANCASTER

LANCASTER ERIE COUNTY NEW YORK

DATE: 12/16/2021
DRAWN: MMA
DESIGNED: MMA
CHECKED: SRT
SCALE: AS NOTED

CAYUGA CREEK PARK & TRAIL

WATER MAIN DETAILS

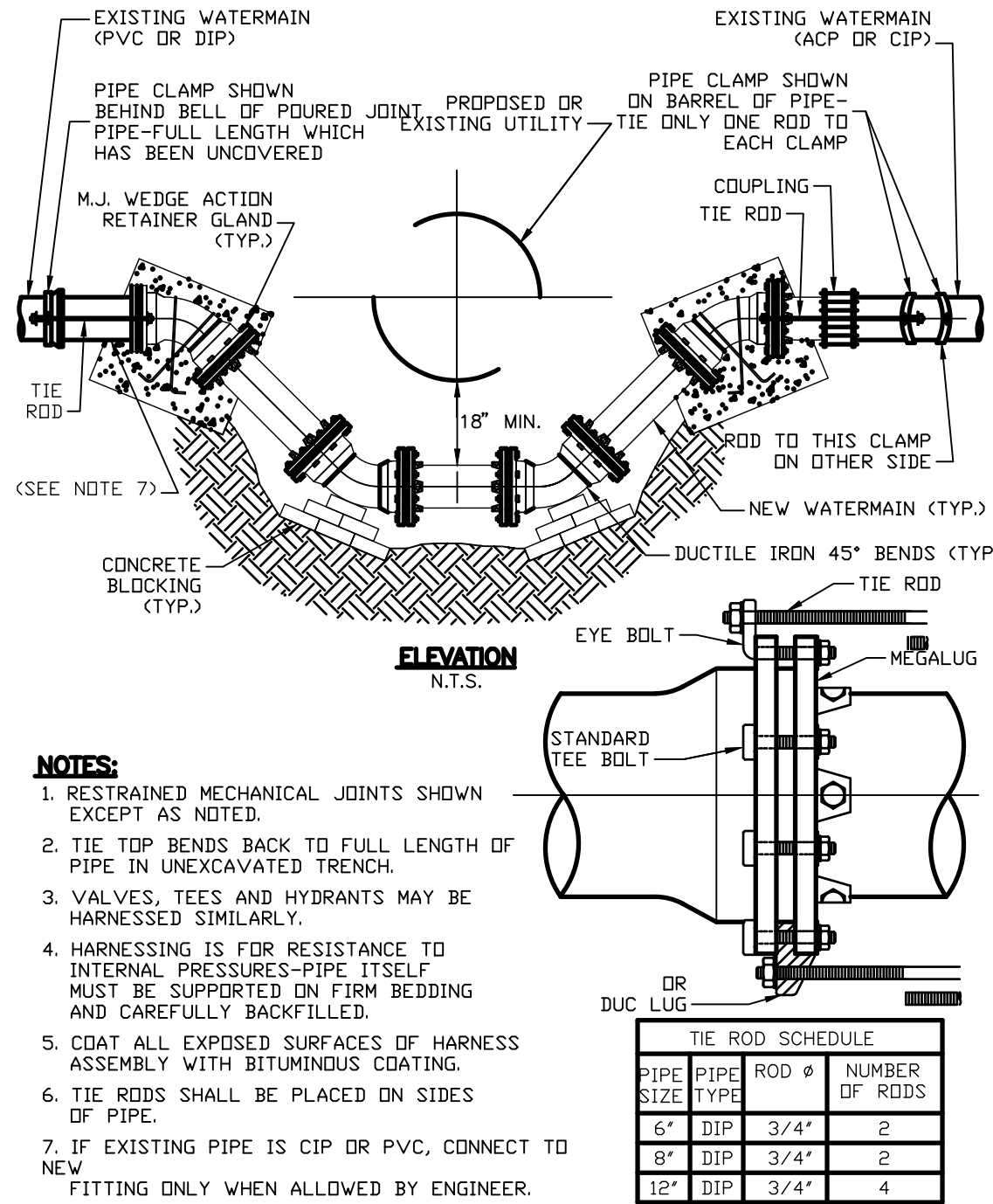
PROJECT NUMBER

15471.00

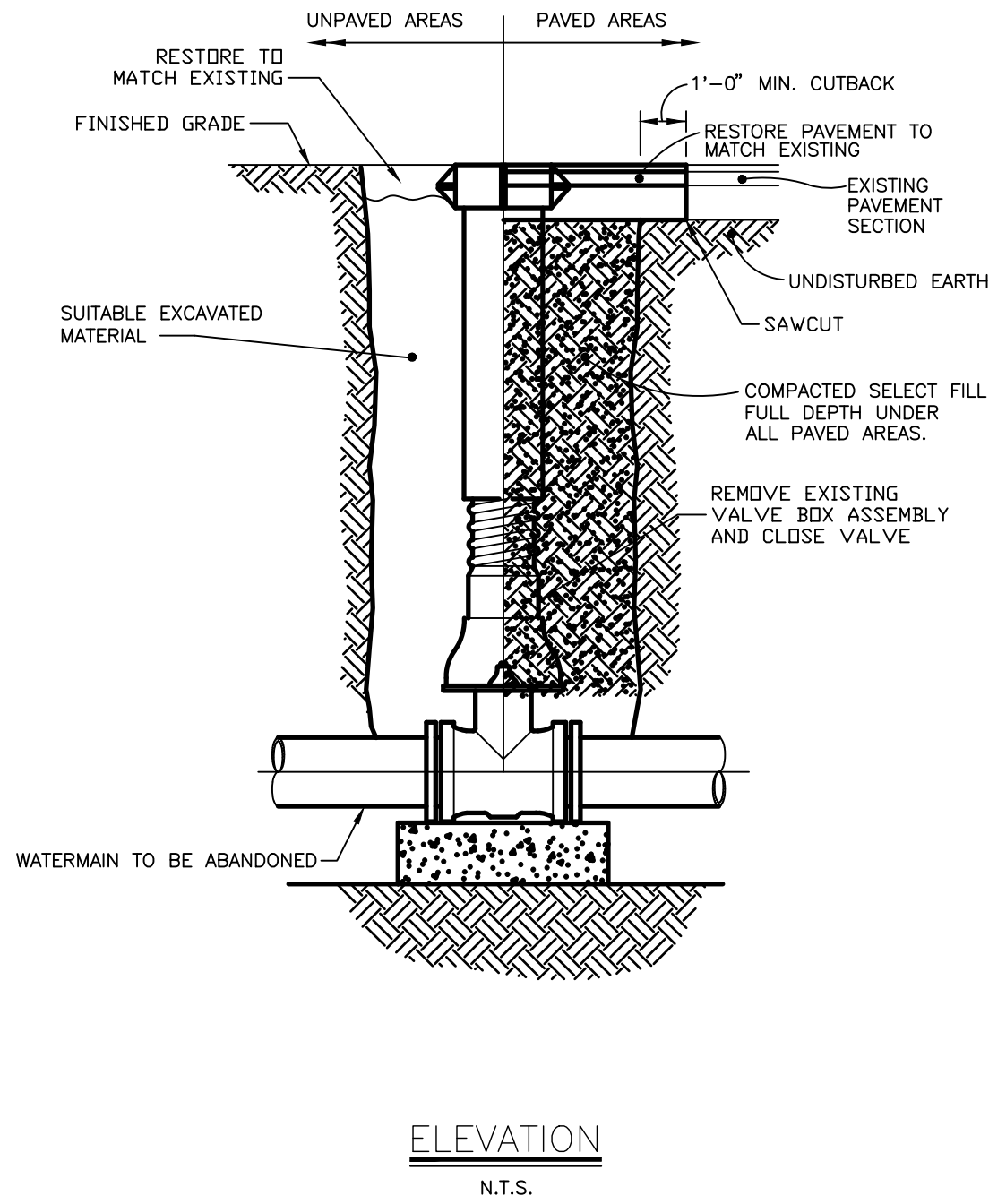
DRAWING NUMBER

D-100

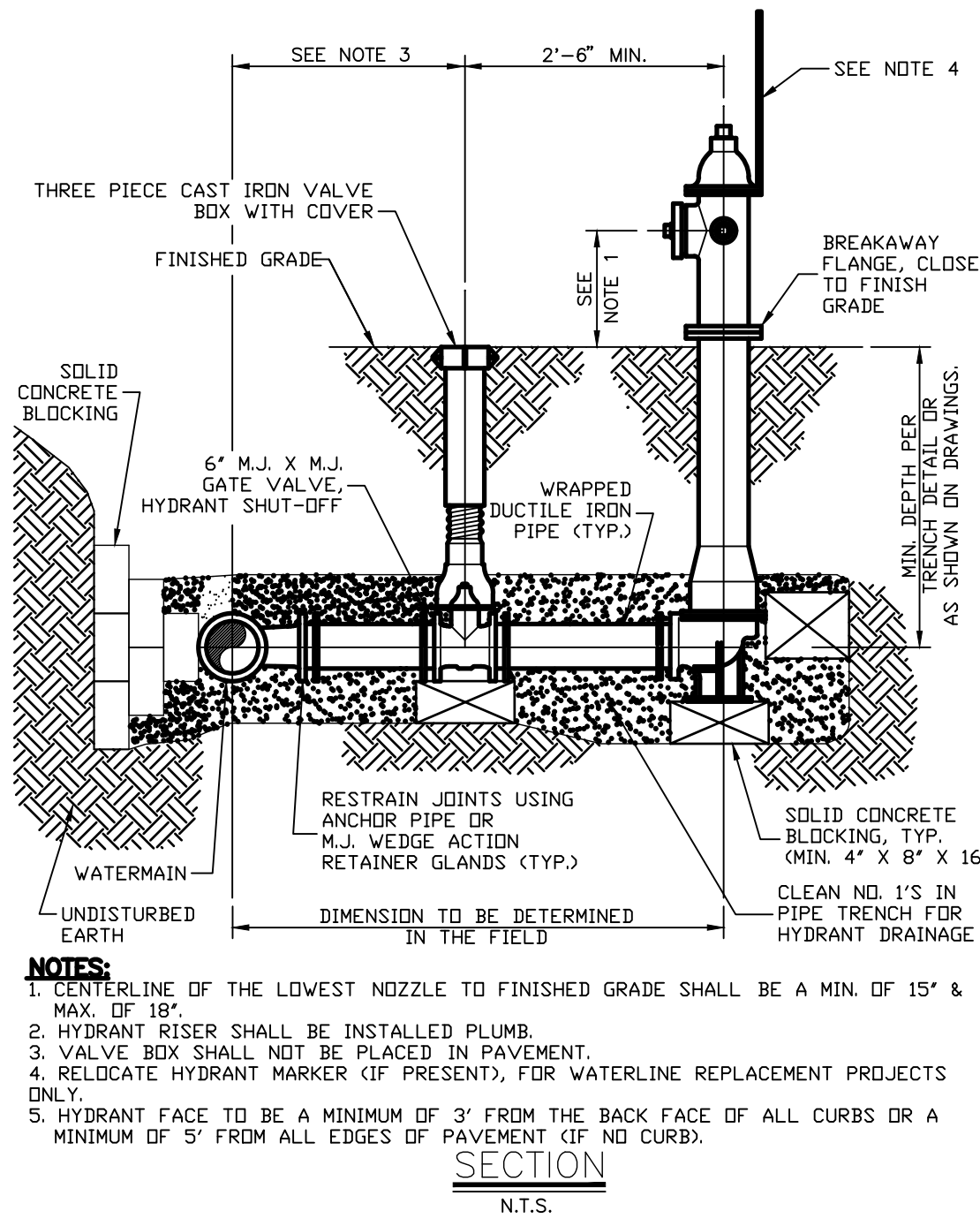




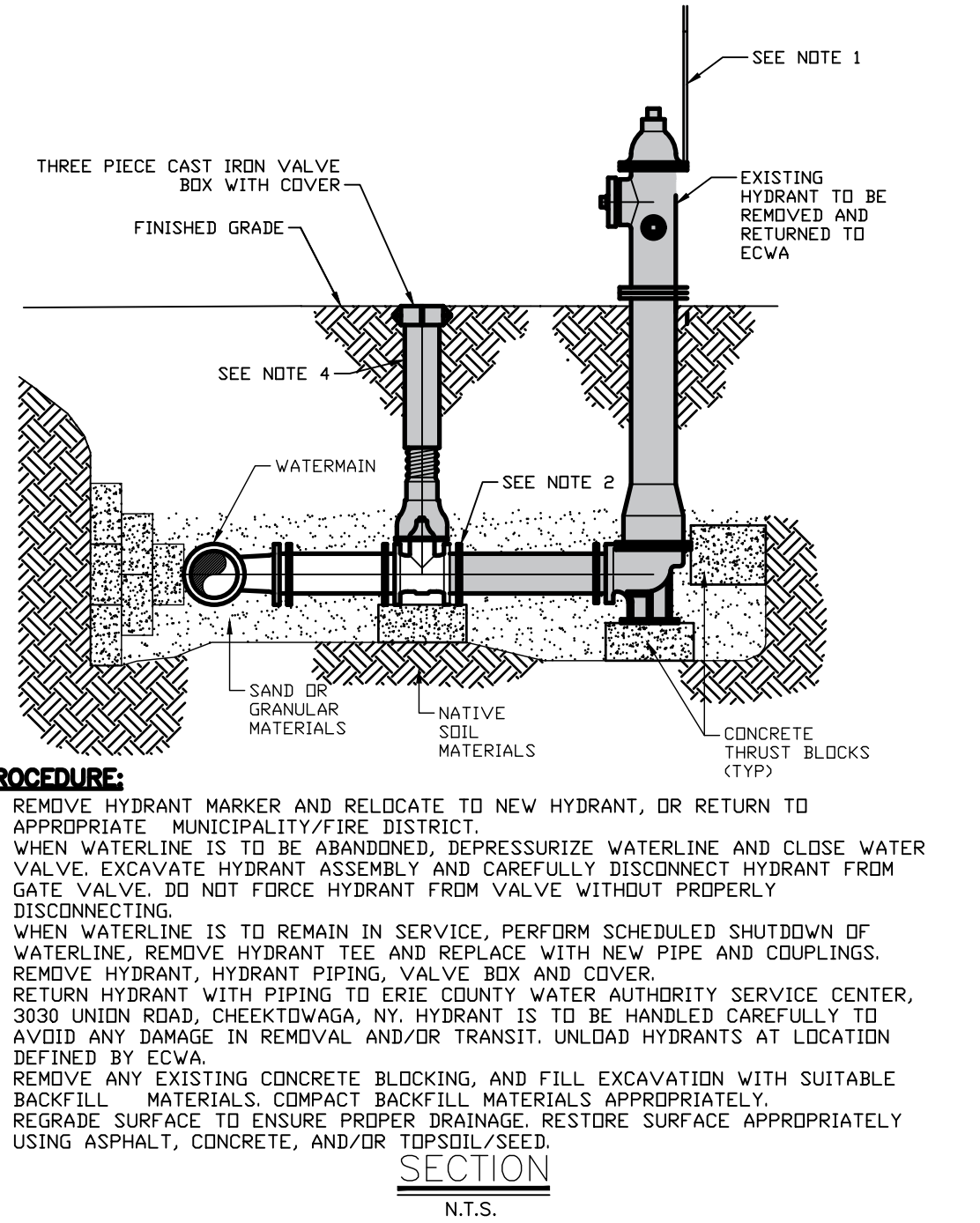
STANDARD DETAIL HARNESSING DETAILS-INSTALL  
OFFSET IN EXISTING WATERMAIN



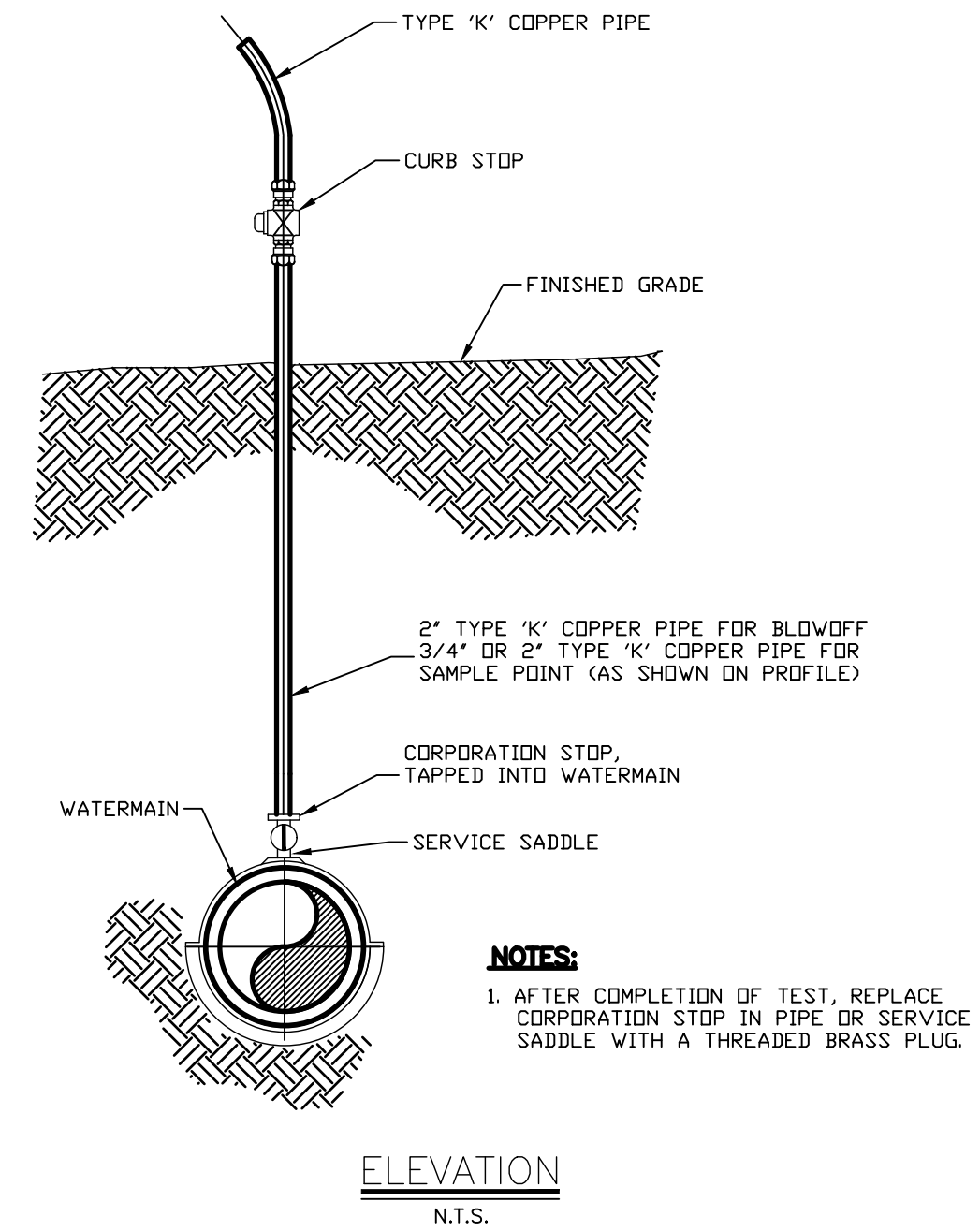
STANDARD DETAIL EXISTING VALVE BOX  
ABANDONMENT



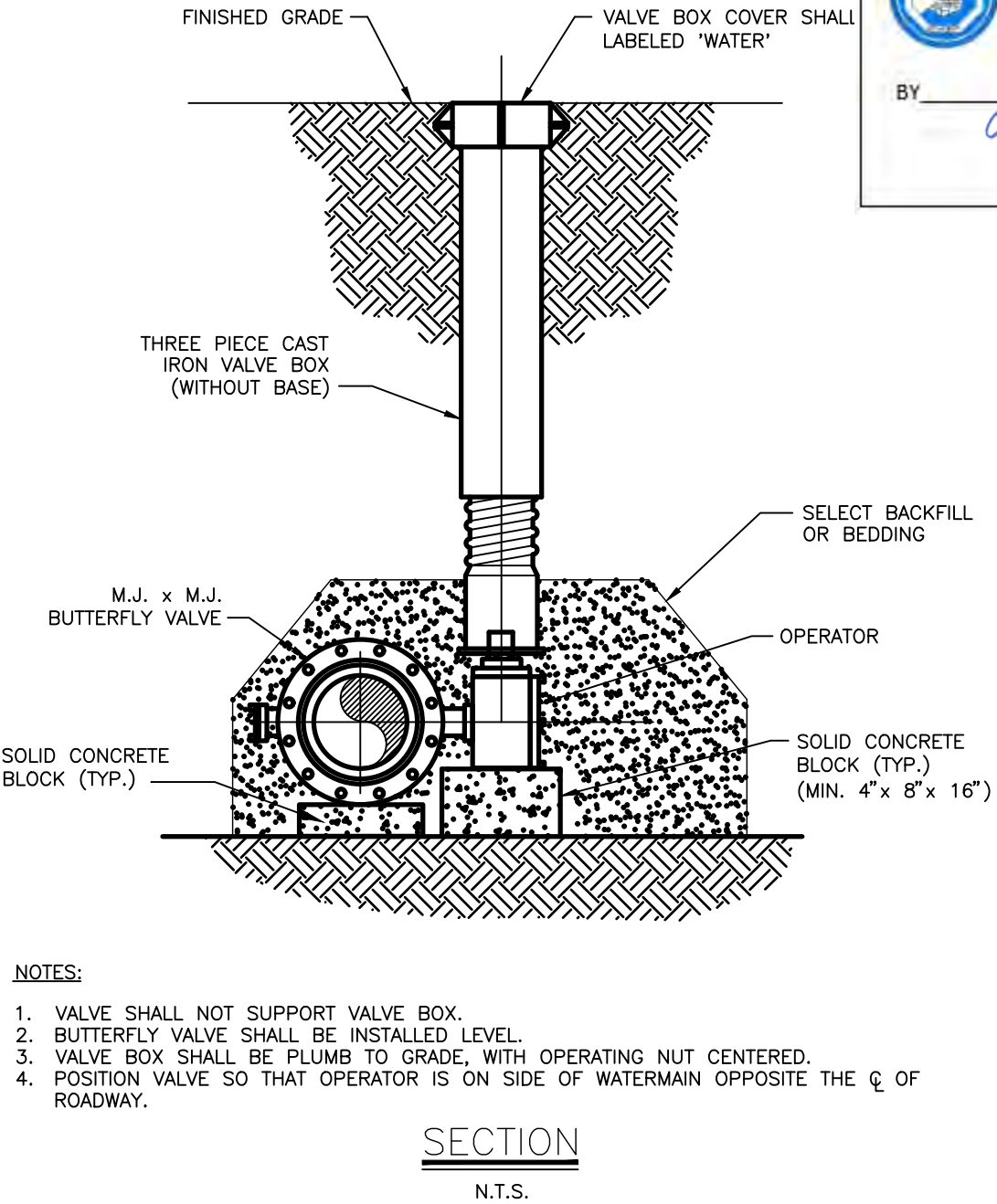
STANDARD DETAIL FIRE HYDRANT INSTALLATION



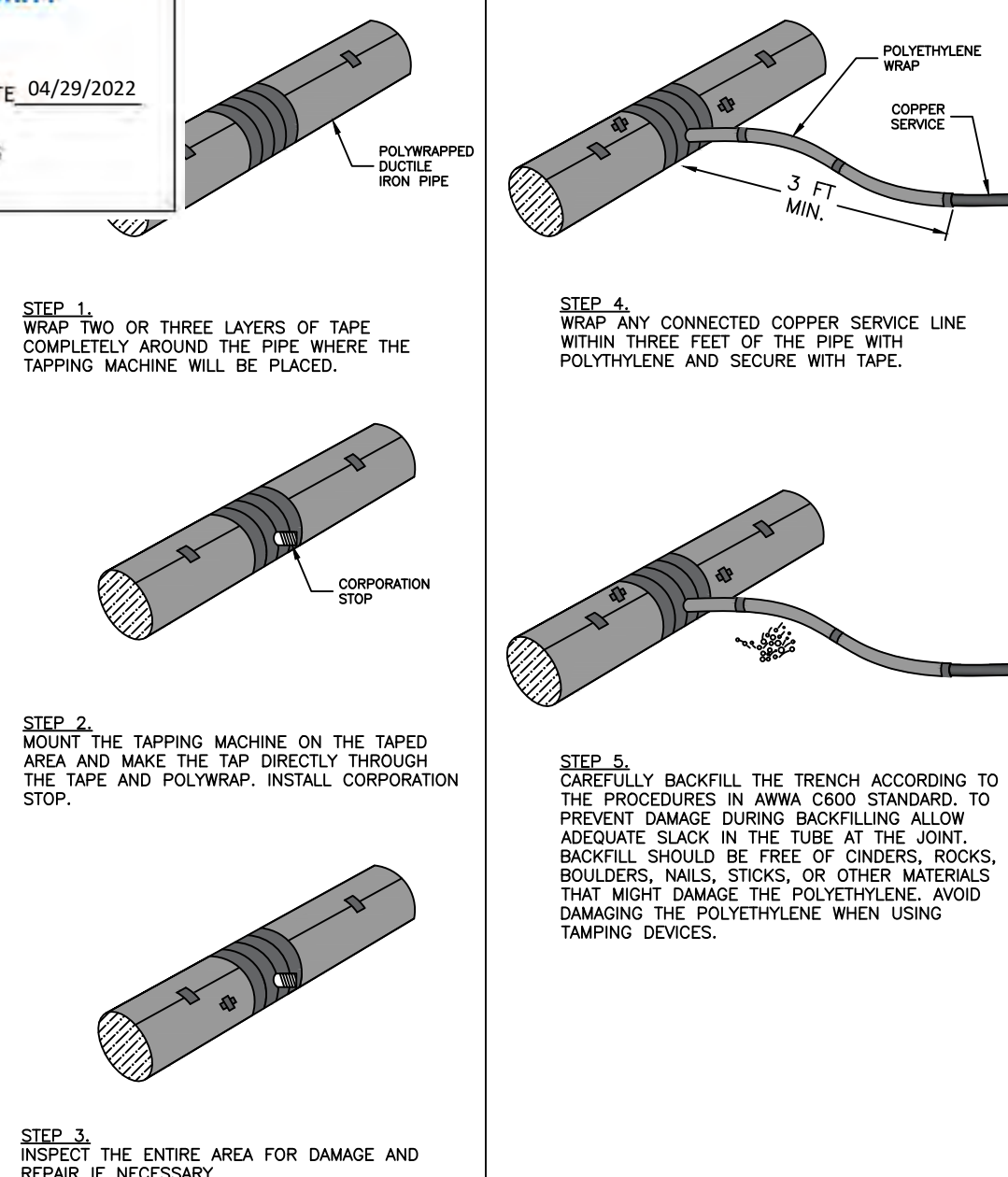
STANDARD DETAIL FIRE HYDRANT ABANDONMENT



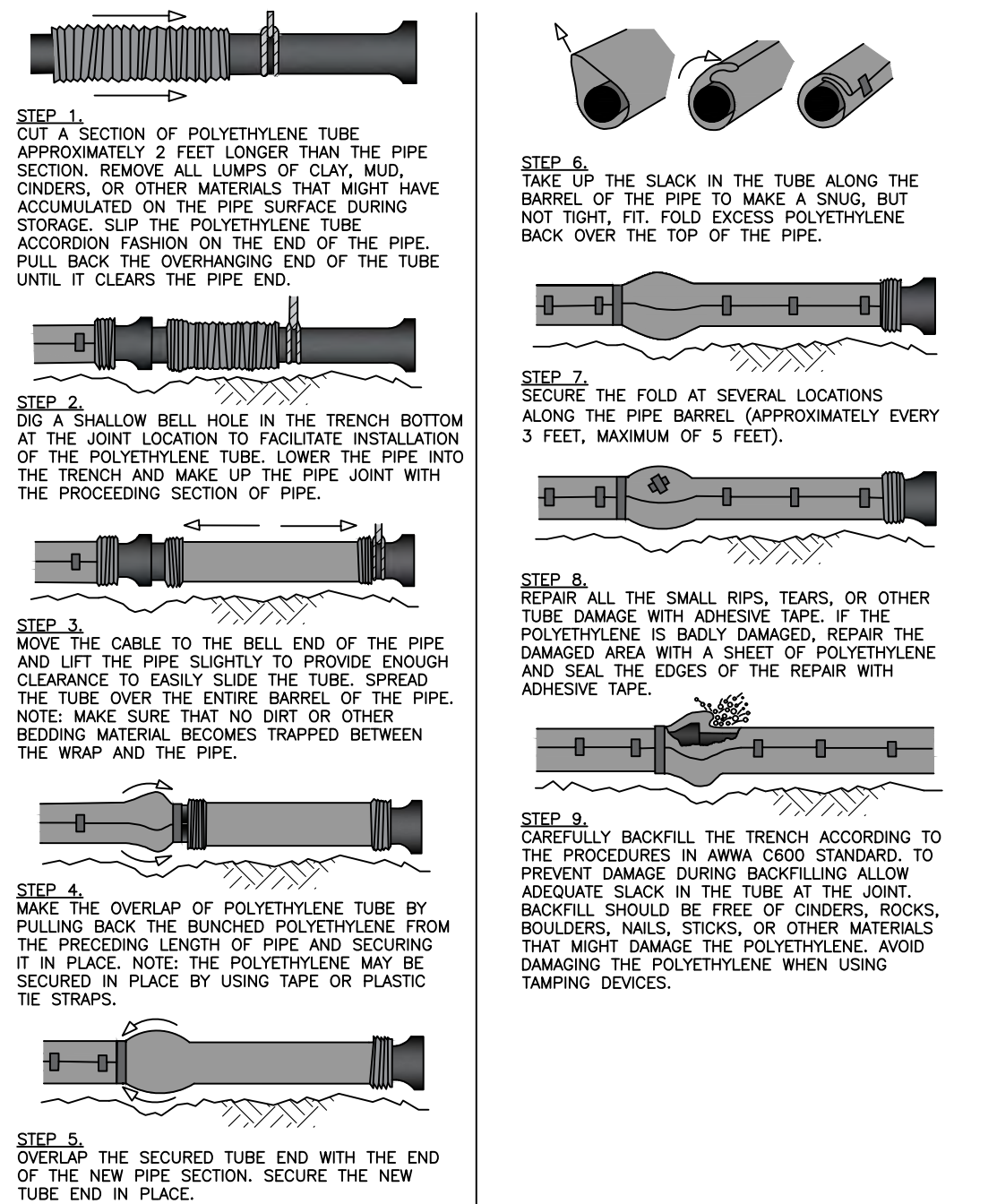
STANDARD DETAIL TEMPORARY  
BLOW-OFF/SAMPLING POINT



STANDARD DETAIL BUTTERFLY VALVE SETTING

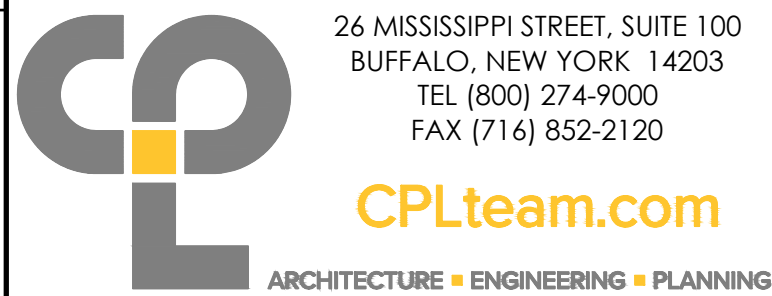


STANDARD DETAIL TAPPING POLYWRAPPED PIPE



STANDARD DETAIL POLYETHYLENE  
ENCASEMENT OF DUCTILE IRON PIPE

REVISIONS				
NO.	DATE	BY	CHKD	DESCRIPTION
1	1/3/22	BBR	SRT	UPDATED MEASUREMENTS FOR PLANT BEDS
3	1/24/22	BBR	SRT	UPDATED RIM ELEVATION
6	4/18/22	SCB	SRT	WATER MAIN ALIGNMENT



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VILLAGE OF LANCASTER

LANCASTER ERIE COUNTY NEW YORK

DATE: 12/16/2021
DRAWN: MMA
DESIGNED: MMA
CHECKED: SRT
SCALE: AS NOTED

CAYUGA CREEK PARK & TRAIL

WATER MAIN DETAILS

PROJECT NUMBER

15471.00

DRAWING NUMBER

D-101



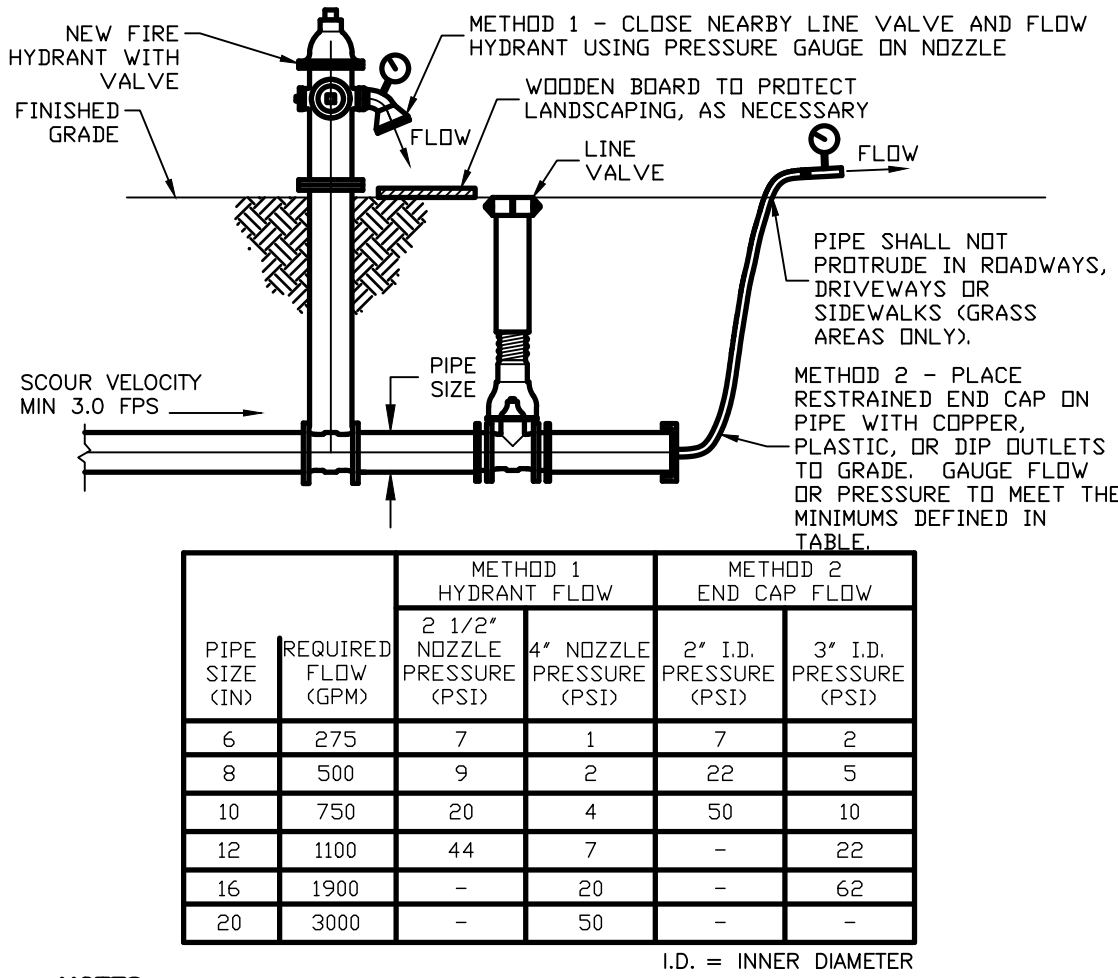
## STANDARD DETAIL GENERAL NOTES

### NOTES

- All elevations refer to USGS NAVD83 datum.
- The CONTRACTOR shall obtain necessary permits and furnish copies to the ENGINEER prior to commencing work.
- The CONTRACTOR work area shall be confined to the limits of the right-of-ways and easements. The CONTRACTOR shall obtain any additional easements or work releases should the CONTRACTOR require additional area to accommodate his operations.
- The CONTRACTOR shall provide maintenance and protection of traffic in accordance with the Erie County Highway Department standards and the NYSDOT Manual of Uniform Traffic Control Devices.
- The locations and depths of existing underground utilities as shown on the plans and profiles are approximate. Other underground utilities not shown may be encountered. The CONTRACTOR shall perform test pits to verify the location and elevation of utilities at interconnections and crossings as shown, directed or required. The CONTRACTOR shall excavate in advance of the pipe laying operation and expose all existing underground utilities to prevent damage during construction and to determine required changes in grade necessary to install watermain to avoid conflicts.
- The CONTRACTOR shall install those measures required to limit erosion of areas disturbed by the work. Clearing shall be performed on an as needed basis, phased to reduce erosion and visual impact.
- Blasting will not be permitted.
- No more than one connection may be made to any existing watermain prior to testing, disinfection, and approval of the Waterline Installation Completed Works Approval Report(s) by the Erie County Water Authority and the Erie County Health Department.
- The Erie County Water Authority only shall operate existing valves and fire hydrants, including newly installed valves and fire hydrants that have been placed into service. The CONTRACTOR is advised that watertight conditions may not exist when existing valves are closed.
- The CONTRACTOR shall have all equipment, manpower, and materials required on site and ready for use prior to commencing any shut-down or removing any existing facilities from service. The CONTRACTOR shall notify all affected customers of any shut-down at least 48 hours in advance. The CONTRACTOR shall notify the appropriate fire stations 48 hours in advance prior to taking any fire hydrants out of service. Any fire hydrants not in service shall be bagged in burlap or plastic. Any shut-down shall be limited to 4 consecutive hours. It may be necessary to schedule shut-downs at night, weekends, or other off business hours. The CONTRACTOR shall provide sufficient personnel and equipment to demonstrate to the ENGINEER that all valves, fire hydrants and curb stops operate as required.

## STANDARD DETAIL GENERAL NOTES

- All watermain piping shall be installed with a minimum of 5'-0" of cover.
- All watermain piping shall be installed with a minimum of 1'-6" of vertical clearance and 10'-0" of horizontal clearance from sanitary and storm piping, measured from the outside of the pipes at the point of crossing.
- If the material at the design grade is unsuitable as determined by the ENGINEER, the CONTRACTOR, when ordered in writing, shall excavate additional material to the depth necessary and shall backfill to the proposed grade with the select granular material.
- The installation of the 90 degree bends in the watermain is not allowed, unless approved by the Erie County Water Authority.
- Thrust restraint for watermain piping through 12-inch diameter shall consist of thrust blocks and pipe joint restraint.
- The CONTRACTOR shall notify the owner of any utility pole in advance of any excavation work that will take place within 5'-0" of the utility pole. The CONTRACTOR shall include the cost of temporary pole support in the appropriate bid item. Where utility poles are required to be supported during construction, the CONTRACTOR shall make all necessary arrangements with the utility company.
- If materials are encountered during the construction that are suspected of being contaminated, the CONTRACTOR shall immediately notify the NYSDOT for direction regarding testing, separation, containment and disposal procedures.
- Existing fire hydrants removed during construction and not reinstalled as part of the work shall be returned to the Erie County Water Authority Service Center, 3030 Union Road, Cheektowaga.
- The CONTRACTOR shall cold patch all trench excavations in traveled areas including roads, driveways, sidewalks, and parking areas.
- The CONTRACTOR shall not restrict school bus access.
- The use of existing fire hydrants for any reason is prohibited without prior approval of the Erie County Water Authority. This includes newly installed fire hydrants that have been placed into service.
- The CONTRACTOR shall submit procedures for testing and disinfection of the watermain to the ENGINEER for approval.
- The CONTRACTOR shall be present and assist in the Final Walk inspection. The CONTRACTOR shall provide sufficient personnel and equipment to demonstrate to the ENGINEER that all valves, fire hydrants and curb stops operate as required.



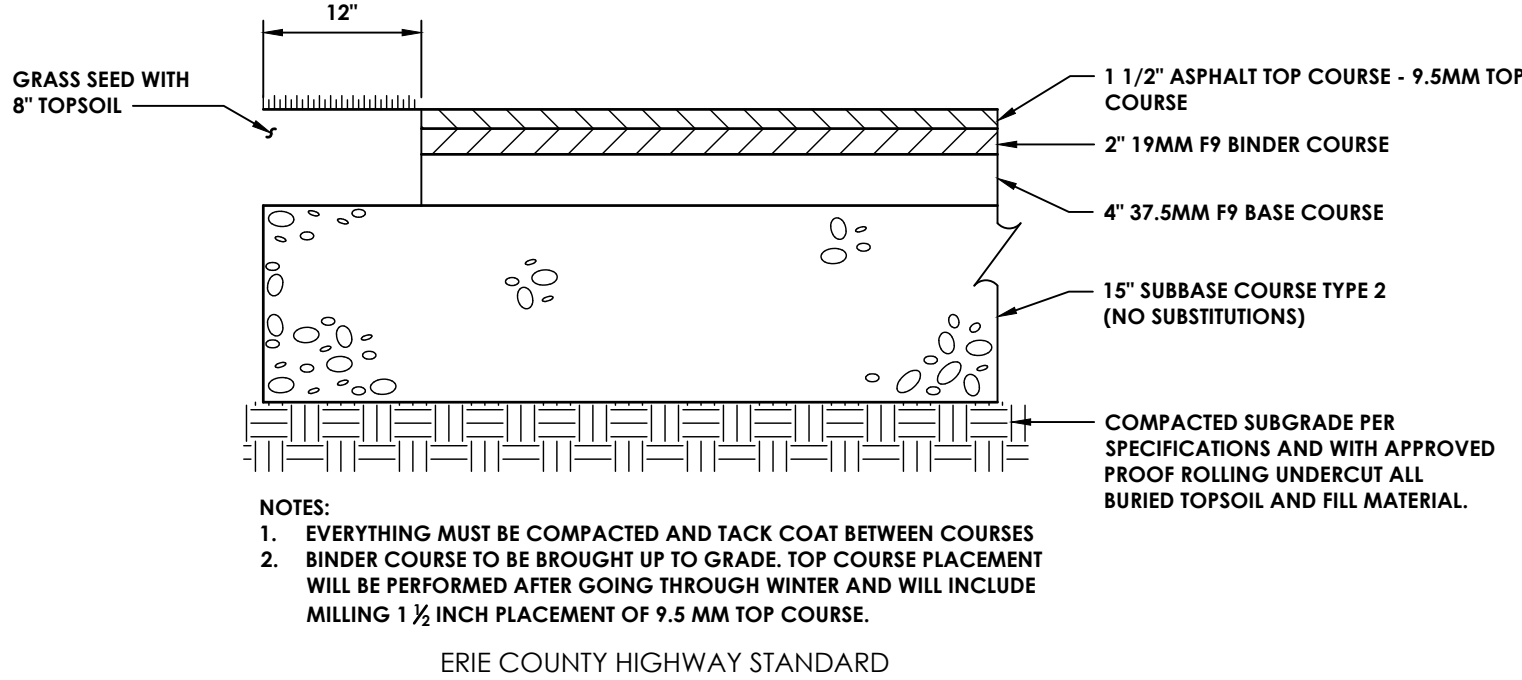
### NOTES:

- TO OBTAIN SCOUR VELOCITY (3.0 FPS) IN THE WATERLINE, CONTRACTOR SHALL ACHIEVE FLOWRATE AT NOZZLE DEFINED IN TABLE. PRESSURE GAUGE USED SHALL SHOW A HIGHER PRESSURE THAN THE MINIMUMS DEFINED IN THE TABLE.
- OUTLET PRESSURE MEASURED BY PITOT GAUGE.
- ENGINEER SHALL PROVIDE CALCULATIONS IF CONNECTIONS ARE OTHER THAN THOSE SHOWN, IF MULTIPLE CONNECTIONS ARE USED, OR AS REQUESTED BY ECWA.
- TO FLUSH THREE PIPE VOLUMES, MINIMUM FLUSHING TIME (IN SECONDS) EQUALS THE LENGTH OF PIPE BEING FLUSHED, IN FEET.

### SECTION

N.T.S.

## STANDARD DETAIL WATERLINE FLUSHING



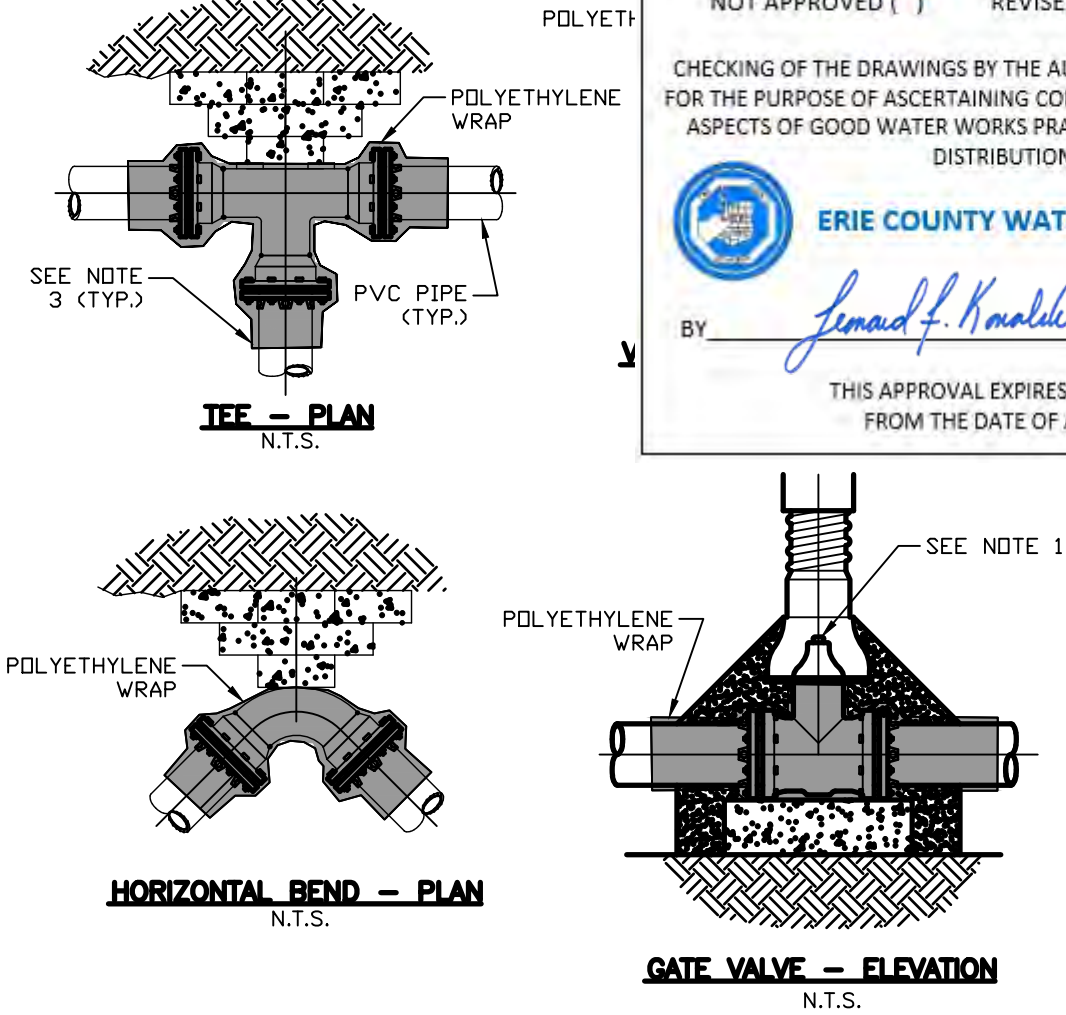
## STANDARD DUTY ASPHALT PAVEMENT SECTION

N.T.S.

## WATER MAIN TESTING AND DISINFECTION NOTES

- MAINS AND SERVICES SHALL BE FLUSHED BEFORE TESTING. THE MINIMUM FLUSHING VELOCITY SHALL BE 3 FEET PER SECOND.
- WATER FOR TESTING AND FLUSHING MAY BE OBTAINED FROM THE EXISTING WATER SYSTEM, PROVIDED THAT THE CONTRACTOR MAKE ARRANGEMENTS WITH THE WATER SYSTEM OPERATOR FOR METERING AND PAYMENT OF THE WATER USED.
- BEFORE TESTING, SECTIONS ADJACENT TO THE TEST SECTION SHALL BE FILLED WITH WATER. THE CONTRACTOR SHALL FURNISH ALL EQUIPMENT, CONNECTIONS, PIPING, FITTINGS, METERS, MEASURING DEVICES, PUMPS, AND TEMPORARY ENCLOSURES NECESSARY TO PERFORM THE REQUIRED TESTS. TESTING SHALL BE MADE ON SECTIONS OF WATER MAIN NOT TO EXCEED 2,000 FEET IN LENGTH.
- TEST PRESSURE SHALL BE APPLIED BY A PUMP CONNECTED TO THE PIPE. THE PUMP, PIPE, CONNECTIONS, GAUGES, AND MEASURING DEVICES SHALL BE CALIBRATED TO THE SATISFACTION OF THE ENGINEER.
- A PRELIMINARY TEST OF 50 PSI ABOVE NORMAL LINE PRESSURE, OR A MINIMUM OF 150 PSI, SHALL BE PERFORMED BY THE CONTRACTOR. AFTER THE PRELIMINARY TEST IS SATISFACTORY, THE WATER SYSTEM OPERATOR SHALL BE GIVEN 24 HOURS NOTICE AND A FINAL TEST SHALL BE PERFORMED IN THE PRESENCE OF THE ENGINEER AND WATER SYSTEM OPERATOR.
- TESTING SHALL MEET THE MINIMUM REQUIREMENTS OF AWWA C-600, EXCEPT WHERE MORE RIGID REQUIREMENTS ARE ESTABLISHED BY THE SPECIFICATIONS. BEFORE APPLYING TEST PRESSURE, ALL AIR SHALL BE EXPELLED FROM THE PIPE. AFTER THE PIPE HAS BEEN FILLED, IT SHALL BE SUBJECTED TO A HYDROSTATIC PRESSURE OF 50 PSI ABOVE NORMAL LINE PRESSURE, OR A MINIMUM OF 150 PSI, FOR A PERIOD OF 2 HOURS.
- LEAKAGE SHALL BE DEFINED AS THE VOLUME OF WATER SUPPLIED TO THE SECTION OF PIPE UNDER TEST NECESSARY TO MAINTAIN THE REQUIRED PRESSURE. LEAKAGE SHALL BE DETERMINED AT 30 MINUTE INTERVALS. SHOULD ANY TEST DISCLOSE LEAKAGE GREATER THAN THE ALLOWABLE, THE DEFECT SHALL BE LOCATED AND REPAIRED BY THE CONTRACTOR.
- ALL WATER MAINS AND APPURTENANCES SHALL BE DISINFECTED IN ACCORDANCE WITH AWWA C-651 AND THE REQUIREMENTS OF NYSDOH, USING THE CONTINUOUS FEED METHOD. IN THE EVENT OF A CONJUNCT, THE NYSDOH REQUIREMENTS SHALL GOVERN. AN INITIAL CHLORINE DOSE OF 50 PPM SHALL BE USED. DISINFECTANT SHALL REMAIN IN THE SYSTEM FOR A PERIOD OF 24 HOURS, AFTER WHICH THE RESIDUAL SHALL BE AT LEAST 25 PPM. FOLLOWING DISINFECTION, ALL TREATED WATER SHALL BE NEUTRALIZED AND THOROUGHLY FLUSHED FROM THE MAIN.
- THE CONTRACTOR IS RESPONSIBLE FOR PRODUCING A CHLORINE RESIDUAL NOT EXCEEDING 0.05 MG/L AT THE POINT OF DISCHARGE. THIS SHALL BE ACHIEVED AT NO ADDITIONAL COST TO THE OWNER.
- THE INTERIORS OF ALL APPURTENANCES AND SECTIONS OF WATER MAIN THAT CANNOT NORMALLY BE DISINFECTED SHALL BE SWABBED BY THE ENGINEER, WITH A CONCENTRATED CHLORINE SOLUTION CONTAINING NO LESS THAN 200 PPM OF FREE CHLORINE. THE CONTRACTOR SHALL ALSO DISINFECT ALL EXISTING WATER LINES AND APPURTENANCES WHICH WERE BROKEN, DAMAGED, CONTAMINATED, OR SUSPECTED OF BEING CONTAMINATED AS A RESULT OF WORK DONE WITH THIS PROJECT.
- WATER SAMPLES SHALL BE COLLECTED BY A CERTIFIED COMPANY AND ANALYZED BY A NEW YORK STATE DEPARTMENT OF HEALTH APPROVED TESTING LABORATORY FOR BACTERIOLOGICAL CONTENT. A MINIMUM OF ONE SAMPLE PER 1000 FEET OF NEW WATER MAIN AND ONE FOR EACH SIDE STREET SHALL BE COLLECTED AND ANALYZED. TWO ROUNDS OF SAMPLING SHALL BE CONDUCTED, ONCE AFTER DISINFECTION FLUSHING AND A MINIMUM OF 24 HOURS LATER. LOCATION OF SAMPLING TAP AS APPROVED BY THE ENGINEER AND COUNTY HEALTH DEPARTMENT. FIRE HYDRANTS ARE NOT ACCEPTABLE SAMPLING DEVICES. THE CONTRACTOR SHALL COORDINATE WITH THE COUNTY HEALTH DEPARTMENT TO OBTAIN THESE SAMPLES. THE WORK WILL NOT BE ACCEPTED UNTIL A REPORT IS SUBMITTED TO THE ENGINEER, SHOWING THAT THE WATER SAMPLES ARE SATISFACTORY AND THE SYSTEM IS READY FOR USE. THE WATER MAIN SHALL NOT BE PLACED INTO SERVICE UNTIL SO AUTHORIZED BY THE COUNTY DEPARTMENT OF HEALTH.
- THE ENGINEER IS RESPONSIBLE FOR CERTIFYING TO THE WATER SYSTEM OPERATOR AND THE GOVERNING HEALTH DEPARTMENT THAT THE WATER MAIN WAS INSTALLED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS AND THAT THE FLUSHING, TESTING, AND DISINFECTION WITH THESE REQUIREMENTS. THE ENGINEER SHALL SUBMIT THIS CERTIFICATION, ALONG WITH THE PRESSURE TEST AND BACTERIOLOGICAL TESTING RESULTS, TO THE WATER SYSTEM OPERATOR AND THE GOVERNING HEALTH DEPARTMENT. THE WATER MAIN SHALL NOT BE PLACED INTO SERVICE UNTIL AN APPROVAL OF COMPLETED WORKS (DOH-1032 FORM) FROM THE GOVERNING HEALTH DEPARTMENT IS RECEIVED BY THE CONTRACTOR AND PROVIDED TO THE MUNICIPALITY.
- ALL FIRE HYDRANTS SHALL BE "BAGGED" AS BEING OUT OF SERVICE UNTIL THE WATER MAIN IS ACCEPTED BY THE MUNICIPALITY. AT THAT TIME, THE OUT OF SERVICE BAG SHALL BE REMOVED BY THE CONTRACTOR AND THE HYDRANT PUT IN SERVICE.

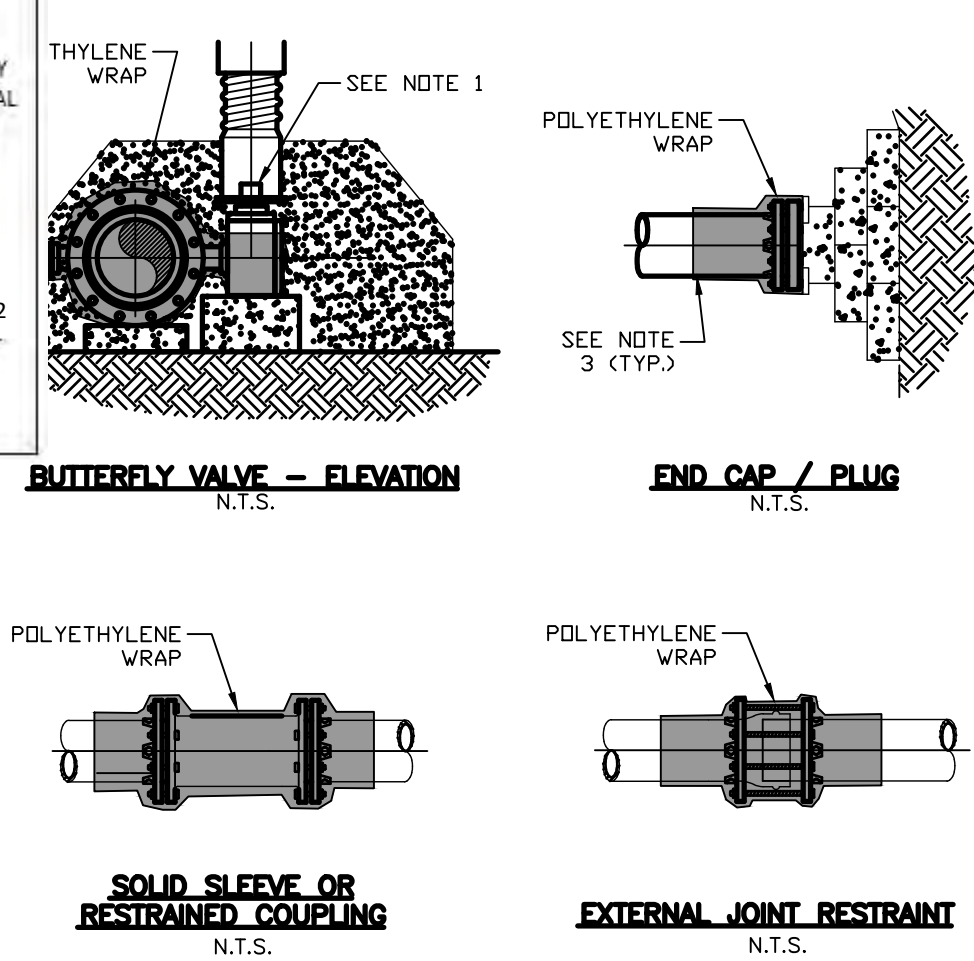
## STANDARD DETAIL POLYWRAPPING DUCTILE IRON FITTINGS



### NOTES:

- POLYETHYLENE WRAP IS TO BE PLACED AROUND THE ENTIRE FITTING, AND SECURED IN PLACE WITH POLYETHYLENE TAPE. PROVIDE SUFFICIENT SLACK SO THAT POLYETHYLENE WRAP IS NOT PUNCTURED DURING BACKFILL AND DOES NOT ENTRAP AIR. POLYETHYLENE WRAP IS NOT TO BE INSTALLED WITHIN 6 INCHES OF VALVE OPERATING NUT OR VALVES.
- ALL FITTINGS TO BE POLYETHYLENE WRAPPED PRIOR TO BEDDING AND CONCRETE BLOCK PLACEMENT.
- POLYETHYLENE WRAP IS TO BE EXTENDED A MINIMUM OF 12" PAST THE FITTING ON EACH LEG AND SECURED TO THE PIPE (OR POLYWRAP IF DIP) WITH AT LEAST TWO CIRCUMFERENTIAL WRAPS OF POLYETHYLENE TAPE.

## STANDARD DETAIL POLYWRAPPING DUCTILE IRON FITTINGS

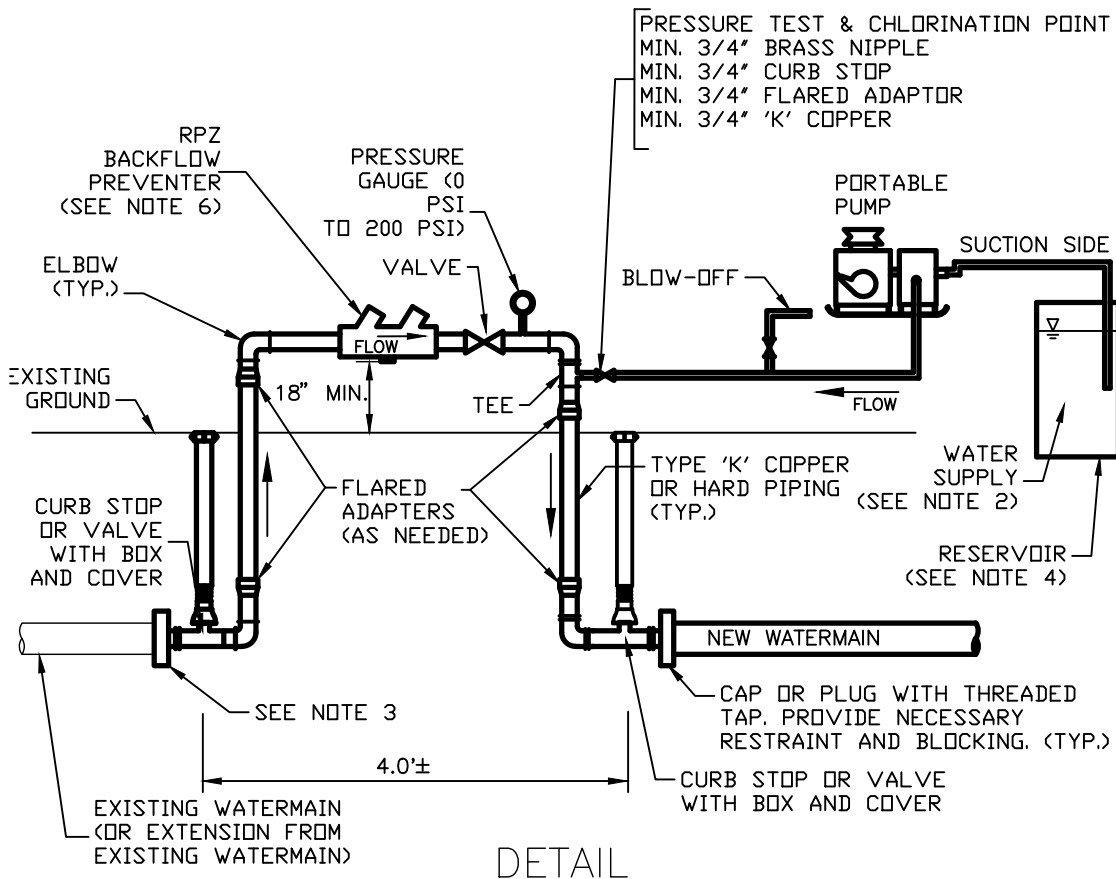


### NOTES:

- POLYETHYLENE WRAP IS TO BE PLACED AROUND THE ENTIRE FITTING, AND SECURED IN PLACE WITH POLYETHYLENE TAPE. PROVIDE SUFFICIENT SLACK SO THAT POLYETHYLENE WRAP IS NOT PUNCTURED DURING BACKFILL AND DOES NOT ENTRAP AIR. POLYETHYLENE WRAP IS NOT TO BE INSTALLED WITHIN 6 INCHES OF VALVE OPERATING NUT OR VALVES.
- ALL FITTINGS TO BE POLYETHYLENE WRAPPED PRIOR TO BEDDING AND CONCRETE BLOCK PLACEMENT.
- POLYETHYLENE WRAP IS TO BE EXTENDED A MINIMUM OF 12" PAST THE FITTING ON EACH LEG AND SECURED TO THE PIPE (OR POLYWRAP IF DIP) WITH AT LEAST TWO CIRCUMFERENTIAL WRAPS OF POLYETHYLENE TAPE.

## PRESSURE TESTING SCHEDULE

PIPE DIAMETER (in)	PIPE MATERIAL		WORKING PRESSURE (psi)	TEST PRESSURE (psi)
	Type	Rating		
6"	DIP	CLASS 52	150	170
8"	DIP	CLASS 52	150	170
12"	DIP	CLASS 52	150	170



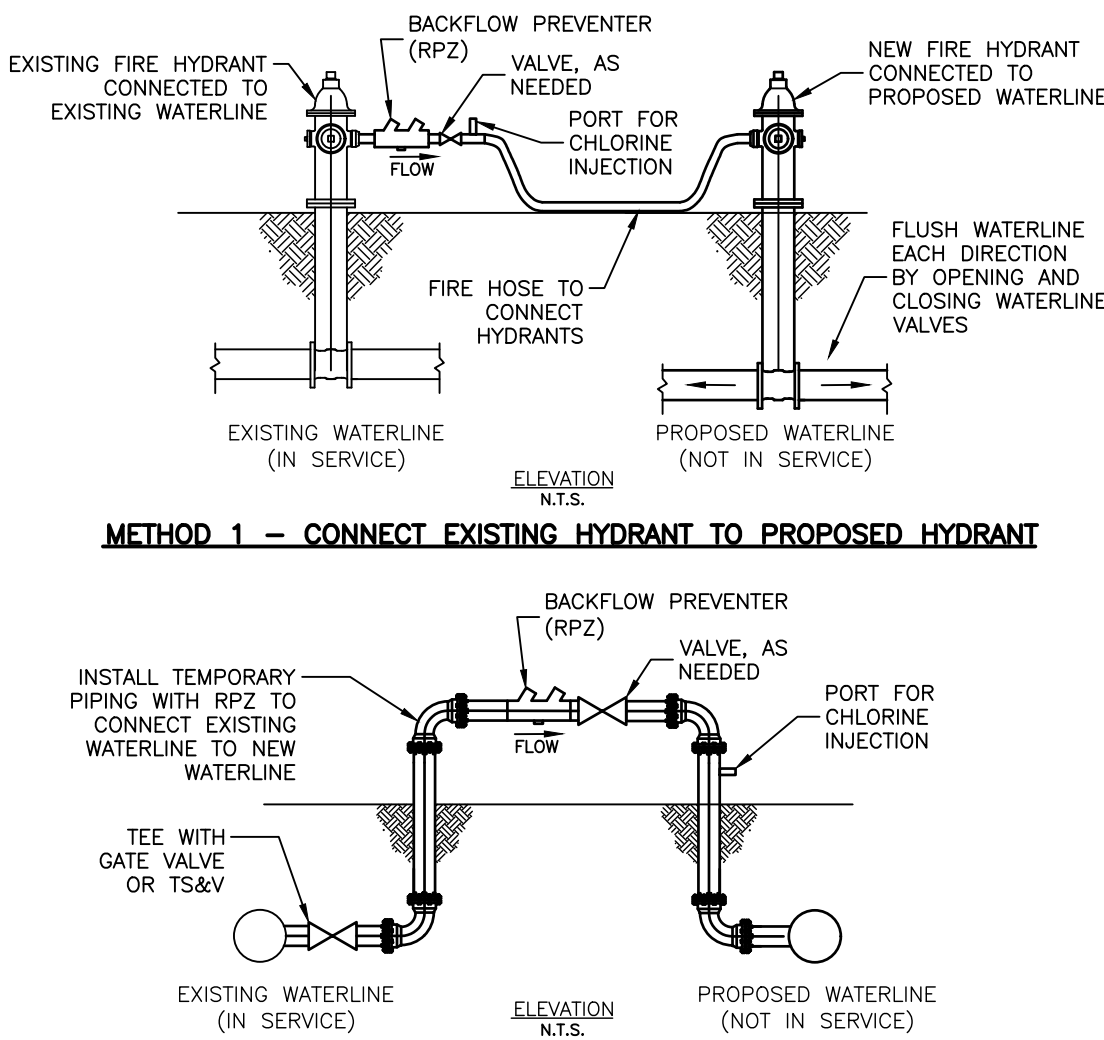
### DETAIL

N.T.S.

### NOTES:

- BACTERIOLOGICAL WATER SAMPLES SHALL BE TAKEN AT BEGINNING AND END OF NEW WATERMAIN SECTION AND AT MAXIMUM 1,000 FT. SPACINGS.
- PROVIDE CLEAN WATER SUPPLY FOR PRESSURE TESTING. PROVIDE CHLORINATED WATER SUPPLY FOR DISINFECTION.
- CAP OR PLUG WITH THREADED TAP OR APPROPRIATE TAP INTO MAIN. PROVIDE NECESSARY RESTRAINT AND BLOCKING.
- DIAMETER OF RESERVOIR SHALL BE 15" OR LESS. IF DIAMETER IS GREATER THAN 15", LEAKAGE TEST SHALL BE RUN A MINIMUM OF 4 HOURS.
- PRESSURE TEST CANNOT EXCEED 2,000 LINEAR FEET PER TEST SECTION.
- BACKFLOW PREVENTER TO BE SIZED TO ACHIEVE MIN 3 FPS SCOUR VELOCITY DURING FLUSHING OF NEW WATERLINE.

## STANDARD DETAIL PRESSURE TESTING AND DISINFECTION APPARATUS SCHEMATIC



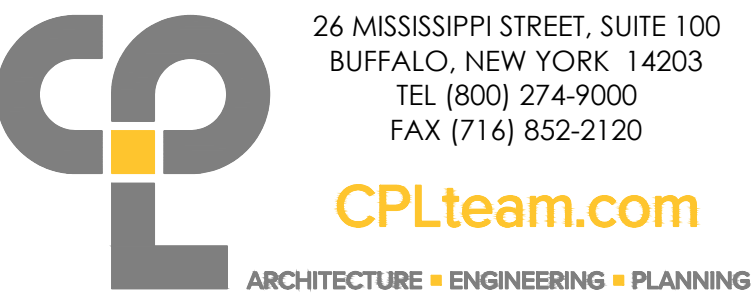
### METHOD 2 - SERVICE TAP, TAPPING SLEEVE AND VALVE (TS&V), OR INTERCONNECTION

### NOTES:

- THE PURPOSE OF THIS DETAIL IS TO DEPICT ACCEPTABLE METHODS OF CONNECTING EXISTING WATERLINES TO PROPOSED WATERLINES FOR FILLING, FLUSHING, AND TESTING PROCEDURES IF 2-INCH COPPER OR POLYETHYLENE TUBING IS NOT USED TO BYPASS A VALVE. OTHER METHODS REQUIRE SUBMITTAL AND APPROVAL BY THE AUTHORITY PRIOR TO USE.
- FIRE HOSES, TEMPORARY PIPING, AND BACKFLOW PREVENTERS SHALL NOT ENCRUGH INTO ROADWAYS, DRIVEWAYS, OR SIDEWALK AREAS WITHOUT PROVIDING PROPER MAINTENANCE AND PROTECTION OF TRAFFIC MEASURES.

## STANDARD DETAIL SOURCE WATER CONNECTIONS

REVISIONS				
NO.	DATE	BY	CHKD	DESCRIPTION
1	1/3/22	BBR	SRT	UPDATED MEASUREMENTS FOR PLANT BEDS
3	1/24/22	BBR	SRT	UPDATED RIM ELEVATION
6	4/18/22	SCB	SRT	WATER MAIN ALIGNMENT



## VILLAGE OF LANCASTER

LANCASTER ERIE COUNTY NEW YORK

DATE: 12/16/2021
DRAWN: MMA
DESIGNED: MMA
CHECKED: SRT
SCALE: AS NOTED

## CAYUGA CREEK PARK & TRAIL

## WATER MAIN DETAILS

PROJECT NUMBER
15471.00
DRAWING NUMBER
D-102



**APPENDIX B**  
**SAMPLE PAYMENT BOND**

# Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

---

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place  
of Business):

OWNER (Name and Address):

Erie County Water Authority  
295 Main Street, Room 350  
Buffalo New York 14203

## CONTRACT

Date:

Amount:

Description: ERIE COUNTY WATER AUTHORITY  
PAC WAY WATERMAIN PROJECT  
PROJECT No. 202200112

## BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

## CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

## CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## SURETY

Company: (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

## EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.



1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER to pay for labor, materials and equipment furnished for use in the performance of the Contract, which is incorporated herein by reference.

2. With respect to the OWNER, this obligation shall be null and void if the CONTRACTOR:

2.1. Promptly makes payment, directly or indirectly, for all sums due Claimants, and

2.2. Defends, indemnifies and holds harmless the OWNER from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Contract, provided the OWNER has promptly notified the CONTRACTOR and the Surety (at the addresses described in paragraph 12) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the CONTRACTOR and the Surety, and provided there is no OWNER Default

3. With respect to Claimants, this obligation shall be null and void if the CONTRACTOR promptly makes payment, directly or indirectly, for all sums due.

4. The Surety shall have no obligation to Claimants under this Bond until:

4.1. Claimants who are employed by or have a direct contract with the CONTRACTOR have given notice to the Surety (at the addresses described in paragraph 12) and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and, with substantial accuracy, the amount of the claim.

4.2. Claimants who do not have a direct contract with the CONTRACTOR:

4.2.1 Have furnished written notice to the CONTRACTOR and sent a copy, or notice thereof, to the OWNER, within 90 days after having last performed labor or last furnished materials or equipment included in the claim stating, with substantial accuracy, the amount of the claim and the name of the party to whom the materials were furnished or supplied or for whom the labor was done or performed; and

4.2.2 Have either received a rejection in whole or in part from the CONTRACTOR, or not received within 30 days of furnishing the above notice any communication from the CONTRACTOR by which the CONTRACTOR had indicated the claim will be paid directly or indirectly; and

4.2.3 Not having been paid within the above 30 days, have sent a written notice to the Surety and sent a copy, or notice thereof, to the OWNER, stating that a claim is being made under this Bond and enclosing a copy of the previous written notice furnished to the CONTRACTOR.

5. If a notice required by paragraph 4 is given by the OWNER to the CONTRACTOR or to the Surety, that is sufficient compliance.

6. When the Claimant has satisfied the conditions of paragraph 4, the Surety shall promptly and at the Surety's expense take the following actions:

6.1. Send an answer to the Claimant, with a copy to the OWNER, within 45 days after receipt of the claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed.

6.2. Pay or arrange for payment of any undisputed amounts.

7. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

8. Amounts owed by the OWNER to the CONTRACTOR under the Contract shall be used for the performance of the Contract and to satisfy claims, if any, under any Performance Bond. By the CONTRACTOR furnishing and the OWNER accepting this Bond, they agree that all funds earned by the CONTRACTOR in the performance of the Contract are dedicated to satisfy obligations of the CONTRACTOR and the Surety under this Bond, subject to the OWNER'S priority to use the funds for the completion of the Work.

9. The Surety shall not be liable to the OWNER, Claimants or others for obligations of the CONTRACTOR that are unrelated to the Contract. The OWNER shall not be liable for payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.

10. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related Subcontracts, purchase orders and other obligations.

11. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the location in which the Work or part of the Work is located or after the expiration of one year from the date (1) on which the Claimant gave the notice required by paragraph 4.1 or paragraph 4.2.3, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

12. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the addresses shown on the signature page. Actual receipt of notice by Surety, the OWNER or the CONTRACTOR, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.

13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is, that this Bond shall be construed as a statutory Bond and not as a common law bond.

14. Upon request of any person or entity appearing to be a potential beneficiary of this Bond, the CONTRACTOR shall promptly furnish a copy of this Bond or shall permit a copy to be made.

## 15. DEFINITIONS

15.1 Claimant: An individual or entity having a direct contract with the CONTRACTOR or with a Subcontractor of the CONTRACTOR to furnish labor, materials or equipment for use in the performance of the Contract. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Contract, architectural and engineering services required for performance of the Work of the CONTRACTOR and the CONTRACTOR'S Subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

15.2 Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

15.3 OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)  
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer):

**APPENDIX C**  
**SAMPLE PERFORMANCE BOND**

## Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place  
of Business):

OWNER (Name and Address):

Erie County Water Authority  
295 Main Street, Room 350  
Buffalo New York 14203

### CONTRACT

Date:

Amount:

Description: ERIE COUNTY WATER AUTHORITY  
PAC WAY WATERMAIN PROJECT  
PROJECT No. 202200112

### BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:  
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

### CONTRACTOR AS PRINCIPAL

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

### SURETY

Company: \_\_\_\_\_ (Corp. Seal)

Signature: \_\_\_\_\_  
Name and Title:

### EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER'S right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR'S right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and

3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract; or

3.3.2 Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER'S concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1 After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or

4.4.2 Deny liability in whole or in part and notify the OWNER citing reasons therefor.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without

further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR'S right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR'S Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here-from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY - Name, Address and Telephone)  
AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer):

**APPENDIX D**  
**INSURANCE REQUIREMENTS**

**ERIE COUNTY WATER AUTHORITY**  
**(Insurance Specifications for Construction Related Contracts)**

**[THIS FORM IS INTENDED TO BE USED AS AN EXHIBIT OR ADDENDUM TO YOUR PRIMARY CONTRACT—IT SHOULD NOT BE USED BY ITSELF AS A SOLE CONTRACT DOCUMENT]**

**OWNER - CONTRACTOR ADDENDUM AGREEMENT**

This Owner – Contractor Addendum Agreement (“Addendum Agreement”) is being entered into by the parties for any and all work done for, with, or on behalf of [ **Insert name of Owner**], (“**Owner**”) by [ **Insert name of Contractor**] (“**Contractor**”) as an Addendum Agreement to the primary contract entered into by the parties, a copy of which is attached hereto (referred to hereafter as “Primary Contract” and which includes any written agreement by the parties, including but not limited to any purchase order, proceed order or written estimate).

During the term of an Agent Agreement and/or a Lease Agreement entered into with the Erie County Water Authority an **ACORD25-Certificate of Liability Insurance** and **ACORD 855 NY-NY Construction Certificate of Liability Addendum** shall be provided evidencing the following insurance is currently maintained and in force with an insurance carrier approved to do business in the State of New York and maintaining an A.M. Best Rating of A- or better showing Erie County Water Authority as Certificate Holder. It is our suggestion that you share these requirements with your current insurance agent, broker or insurance company.

**Insurance Requirements**

Prior to the commencement of any work designated in this Addendum Agreement or in any contract or agreement to which this Addendum Agreement is attached, and until final completion and acceptance of the work, the Contractor, at its sole expense, shall maintain the following minimum insurance on its own behalf, and furnish to the Owner certificates of insurance evidencing same and reflecting the effective date of such coverage as listed below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the Owner of the Contractor’s obligation to maintain the insurance set forth herein. The insurance required shall not be canceled, not renewed or materially changed subsequent to the issuance of the certificate of insurance required by this Addendum Agreement.

**A. Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance:**

Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance in accordance with the applicable laws and statutes to cover any injuries or illness to employees and any other person eligible for compensation, and the liability of the employer thereof to any person or organization, as follows:

**Worker’s Compensation & Occupational Disease:** Statutory

**Employer's Liability:** \$1,000,000 bodily injury by accident or disease, except for work work/employers subject to the New York Worker's Compensation Law, in which this insurance shall be unlimited.

All such coverage shall: not contain any exclusion for injuries to sole proprietors, partners, members of limited liability companies or executive officers of any corporate entity; and provide for a "Waiver of Subrogation" endorsement in favor of the Owner/Contractor.

Any contractor/subcontractor with a principal place of business located outside of the State of New York must include New York under Part 3A of the policy.

**B. Commercial General Liability:**

Commercial general liability insurance as provided under the ISO Commercial General Liability Coverage Form, CG 00 01, or its equivalent, for claims of Bodily Injury, Property Damage and Personal and Advertising Injury, with limits of not less than:

Per Occurrence and Personal & Advertising Injury-	\$1,000,000.00
General Aggregate & Products/ Completed Operations Aggregate-	\$2,000,000.00
Fire Damage Legal Liability/Damage to Rented Property-	\$100,000.00
Medical Payment (per-person)-	\$5,000.00

The coverage must include the following:

1. Liability assumed by the insured in an "insured contract" as that term is defined in the ISO Commercial General Liability Coverage Form, CG 00 01.
2. Products/Completed Operations liability for a period of three years after acceptance of the work.
3. A per project aggregate of \$2,000,000.00.
4. A "Waiver of Subrogation" Endorsement in favor of the Owner/Contractor.
5. Exterior Insulation Finish System ("EFIS") coverage must be specifically included or provided separately where the Contractor/Subcontractor work under this Agreement or in any contract or agreement to which this Addendum is attached in any way involves EFIS.
6. **The coverage shall not include any provision, definition, exclusion or endorsement which in any way would serve to eliminate the insurance to any insured or additional insured for liability for bodily injury or property damage arising from work performed in New York State, for claims made under the New York Labor Law or for claims made by employees, subcontractors and employees of subcontractors hired to perform work by any insured or additional**

**insured pursuant to work that is subject to this Addendum Agreement or in any contract or agreement to which this Addendum Agreement is attached.**

7. The insurance is to be provided through insurers licensed and admitted to do business in the State of New York, with an A. M. Best financial rating of "A-" or better, or otherwise specifically approved by the Owner.

The Owner, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis on both the ongoing and completed operations coverage required herein utilizing the ISO endorsements: CG 2010 04 13 or CG 2038 04 13 (or their equivalent) for ongoing operations; and CG 2037 04 13 (or its equivalent) for completed operations. The Additional Insured coverage shall contain no special limitation or limitation on the scope of the protection afforded to the Additional Insureds.

**C. Commercial Automobile Liability Insurance:**

Commercial Automobile Liability insurance covering the ownership, maintenance and use of all Owned, Non-Owned and Hired Vehicles by the Contractor with combined Bodily Injury and Property Damage limits including pollution transit coverage of \$1,000,000.00 per accident. The Owner, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the Owner must be included.

**D. Commercial Umbrella/Excess Liability Insurance:**

Commercial Umbrella/Excess Liability Insurance with limits of \$5,000,000.00 per occurrence and a \$5,000,000.00 aggregate. The Owner, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the Owner must be included.

**E. Pollution Liability:**

Pollution liability coverage applicable to the type of work/operations being performed in the amount of \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate limit. The Owner, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the Owner must be included.

**F. Builder's Risk/Installation Floater:**

"All Risk" Property Insurance coverage afforded by a Builder's Risk/Installation Floater or its equivalent insuring all materials, equipment and supplies provided by the Contractor and intended to become a permanent



part of the construction, whether stored on the premises, away from the project site and/or while in transit, in an amount equal to the replacement cost of such materials, equipment and supplies. A "Waiver of Subrogation" in favor of the Owner must be included.

**G. Owned and/or Rented Tools or Equipment:**

Property insurance covering all owned, rented, leased and/or borrowed tools or equipment of the Contractor or the Contractor's Subcontractors used in connection with the work that is subject to this Agreement or to any contract or agreement to which this Addendum is attached, in an amount equal to the replacement cost of such tools or equipment. A "Waiver of Subrogation" in favor of the Owner must be included.

**JOB-SITE SAFETY:**

The Owner makes no representation with respect to the physical conditions or safety of the Project Site. The Contractor shall, at its own expense, protect from injury its employees engaged in the performance of the Work. The prevention of accidents to all workers engaged in the Contractor's work and others affected by the Contractor's work is the responsibility of the Contractor. Contractor shall comply with all applicable federal, state, labor and local laws, regulations and codes concerning safety.

**WORKERS COMP IMMUNITY WAIVER:**

In any and all claims against the Owner by any employee of the Subcontractor, anyone directly or indirectly employed by the Contractor (including any of the Contractor's subcontractors) or anyone for whose acts the Contractor may be liable, the indemnification obligation shall not be limited in by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**HOLD HARMLESS / INDEMNIFICATION:**

To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner and its heirs, executors, administrators, successors, assigns, affiliates, employees and agents ("Owner Indemnitees") from and against any and all actions, claims, liabilities, damages, losses and expenses, including but not limited to bodily injury, death and property damage, and reasonable attorney's fees and costs (including those incurred in the defense of any such underlying claim, as well as those incurred in the enforcement of this Addendum Agreement and/or in the prosecution of any claim for indemnification by Owner) arising out of or resulting from, or alleged to arise out of or result from, the Contractor's work (including the work by any of the Contractor's subcontractors), except to the extent caused by the negligence or willful misconduct of any Owner Indemnitees.

**MISCELLANEOUS:**

In the event that any term or provision of this Addendum Agreement conflicts with or is otherwise inconsistent with any term or provision in the Primary Contract or any

prior written agreement entered into between the parties, the terms and provisions contained herein shall govern and control.

This Addendum Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Addendum Agreement, its terms and any claims arising therefrom, shall be interpreted and construed in accordance with the laws of the State of New York.

This Addendum Agreement may be executed via facsimile or email in any number of counterparts, all of which taken together shall constitute one and the same agreement. No waiver by a party of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

No modification or amendment of this Addendum Agreement shall be effective unless in writing and signed by both parties. If any term or provision of this Addendum Agreement shall to any extent be invalid or unenforceable, the remainder of this Addendum Agreement shall not be affected thereby and each provision of this Addendum Agreement shall be valid and enforceable to the fullest extent permitted by law.

Certificates of Insurance should be e-mailed to [mmusarra@ecwa.org](mailto:mmusarra@ecwa.org) or mailed to Ms. Molly Jo Musarra, Claim Representative/Risk Manager Erie County Water Authority, 295 Main Street – Room 350, Buffalo, New York 14203-2494, or If you have any questions you can contact Ms. Musarra by e-mail or phone (716) 849-8465.

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OWNER (Signature)

(Print name and title)

Date:

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CONTRACTOR (Signature)

(Print name and title)

Date:

**APPENDIX E**  
**ADDENDUM AGREEMENT**

## APPENDIX B-2

[THIS FORM IS INTENDED TO BE USED AS AN EXHIBIT OR ADDENDUM TO ANY SUBCONTRACT—IT SHOULD NOT BE USED BY ITSELF AS A SOLE CONTRACT DOCUMENT]

### ADDENDUM AGREEMENT

This Addendum to the Agreement (“Addendum Agreement”) between [ **Insert name of Upstream Contractor or Upstream Subcontractor**] (hereinafter referenced as “Contractor”) and [ **Insert name of Downstream Subcontractor**] (hereinafter referenced as “Subcontractor”) is being entered into by the parties for any and all work done for, with, or on behalf of **the Erie County Water Authority** (hereinafter the “Authority”) under the Primary Contract No. \_\_\_\_\_, Project No. \_\_\_\_\_ [ **Insert Project Description**] with [ **Insert name of Contractor**], a copy of which may be obtained from [ **Insert name and contract information of the entity**].

In accordance with the terms and conditions of the Primary Contract No. \_\_\_\_\_ entered into with the Erie County Water Authority, an **ACORD25-Certificate of Liability Insurance** and **ACORD 855 NY-NY Construction Certificate of Liability Addendum** shall be provided evidencing the following insurance is currently maintained and in force with an insurance carrier approved to do business in the State of New York and maintaining an A.M. Best Rating of A- or better showing the Authority as Certificate Holder and additional insured. You should share these requirements with your current insurance agent, broker or insurance company.

#### Insurance Requirements

Prior to the commencement of any work designated in any contract or agreement to which this Addendum Agreement is attached, and until at least the final completion and acceptance of the work under the contract or agreement to which this Addendum Agreement is attached, the Subcontractor, at its sole expense, shall maintain the following minimum insurance on its own behalf, and furnish to the Authority certificates of insurance evidencing same and reflecting the effective date of such coverage as listed below. In no event shall the failure to provide this proof, prior to the commencement of the work, be deemed a waiver by the Authority of the Subcontractor’s obligation to maintain the insurance set forth herein. The insurance required shall not be canceled, not renewed or materially changed after the issuance of the certificate of insurance required by this Addendum Agreement.

#### **A. Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance:**

Worker’s Compensation, Occupational Disease & Employer’s Liability Insurance in accordance with the applicable laws and statutes to cover any injuries or illness to employees and any other person eligible for compensation, and the liability of the employer thereof to any person or organization, as follows:

**Worker’s Compensation & Occupational Disease:** Statutory

**Employer's Liability:** \$1,000,000 bodily injury by accident or disease, except for work work/employers subject to the New York Worker's Compensation Law, in which this insurance shall be unlimited.

All such coverage shall: not contain any exclusion for injuries to sole proprietors, partners, members of limited liability companies or executive officers of any corporate entity; and provide for a "Waiver of Subrogation" endorsement in favor of the Owner/Contractor.

Any Contractor/Subcontractor with a principal place of business located outside of the State of New York must include New York under Part 3A of the policy.

**B. Commercial General Liability:**

Commercial general liability insurance as provided under the ISO Commercial General Liability Coverage Form, CG 00 01, or its equivalent, for claims of Bodily Injury, Property Damage and Personal and Advertising Injury, with limits of not less than:

Per Occurrence and Personal & Advertising Injury-	\$1,000,000.00
General Aggregate & Products/Completed Operations Aggregate-	\$2,000,000.00
Fire Damage Legal Liability/Damage to Rented Property-	\$100,000.00
Medical Payment (per-person)	\$5,000.00

The coverage must include the following:

1. Liability assumed by the insured in an "insured contract" as that term is defined in the ISO Commercial General Liability Coverage Form, CG 00 01.
2. Products/Completed Operations liability for a period of three years after acceptance of the work.
3. A per project aggregate of \$ 2,000,000.00.
4. A "Waiver of Subrogation" Endorsement in favor of the Owner/Contractor.
5. Exterior Insulation Finish System ("EFIS") coverage must be specifically included or provided separately where the Contractor/Subcontractor work under this Agreement or in any contract or agreement to which this Addendum is attached in any way involves EFIS.
6. The coverage shall not include any provision, definition, exclusion or endorsement which in any way would serve to eliminate the insurance to any insured or additional insured for liability for bodily injury or property damage arising from work performed in New York State, for claims made under the New York Labor Law or for claims made by employees, subcontractors and employees of subcontractors hired to perform work by any insured or additional insured pursuant to work that is subject to this Addendum Agreement or in any contract or agreement to which this Addendum Agreement is attached.

7. The insurance is to be provided through insurers licensed and admitted to do business in the State of New York, with an A. M. Best financial rating of A- or better, or otherwise specifically approved by the Owner.

The Authority, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis on both the ongoing and completed operations coverage required herein utilizing the ISO endorsements: CG 2010 04 13 or CG 2038 04 13 (or their equivalent) for ongoing operations; and CG 2037 04 13 (or its equivalent) for completed operations. The Additional Insured coverage shall contain no special limitation or limitation on the scope of the protection afforded to the Additional Insureds.

**C. Commercial Automobile Liability Insurance:**

Commercial Automobile Liability insurance covering the ownership, maintenance and use of all Owned, Non-Owned and Hired Vehicles by the Subcontractor with combined Bodily Injury and Property Damage limits including pollution transit coverage of \$1,000,000.00 per accident. The Authority, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non- contributory basis. A "Waiver of Subrogation" in favor of the Authority must be included.

**D. Commercial Umbrella/Excess Liability Insurance:**

Commercial Umbrella/Excess Liability Insurance with limits of \$5,000,000.00 per occurrence and a \$5,000,000.00 aggregate. The Authority, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the Authority must be included.

**E. Pollution Liability:**

Where the Subcontractor is performing work that is subject to this Addendum Agreement or to any contract or agreement to which this Addendum Agreement is attached, pollution liability coverage applicable to the type of work/operations being performed in the amount of \$5,000,000.00 per occurrence and \$5,000,000.00 aggregate limit. The Authority, its officers, directors, partners, representatives, agents and employees must be named as Additional Insureds on a primary and non-contributory basis. A "Waiver of Subrogation" in favor of the Authority must be included.

**F. Builder's Risk/Installation Floater:**

"All Risk" Property Insurance coverage afforded by a Builder's Risk/Installation Floater or its equivalent insuring all materials, equipment and supplies provided by the Subcontractor and intended to become a permanent part of the construction, whether stored on the premises, away from the project site and/or while in transit, in an amount equal to the replacement cost of such materials, equipment and supplies. A "Waiver of Subrogation" in favor of the Authority must be included.

**G. Owned and/or Rented Tools or Equipment:**

Property insurance covering all owned, rented, leased and/or borrowed tools or equipment of the Subcontractor or used by the Subcontractor in connection with the work that is subject to this Agreement or to any contract or agreement to which this Addendum is attached, in an amount equal to the replacement cost of such tools or equipment. A "Waiver of Subrogation" in favor of the Authority must be included.

**JOB-SITE SAFETY:**

The Authority makes no representation with respect to the physical conditions or safety of the Project Site. The Subcontractor shall, at its own expense, protect from injury its employees engaged in the performance of the Work. The prevention of accidents to all workers engaged in the Subcontractor's work and others affected by the Subcontractor's work is the responsibility of the Subcontractor. Subcontractor shall comply with all applicable federal, state, labor and local laws, regulations and codes concerning safety.

For purposes of this Addendum Agreement, "Project Site" means the entire construction site or the various separately identifiable part of the site described in any contract or agreement to which the Addendum Agreement is attached, and as described in the Primary Contract with the Authority.

**WORKERS COMP IMMUNITY WAIVER:**

In any and all claims against the Authority by any employee of the Subcontractor, anyone directly or indirectly employed by the Subcontractor (including any of the Subcontractor's subcontractors) or anyone for whose acts the Subcontractor may be liable, the indemnification obligation shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for the Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**HOLD HARMLESS / INDEMNIFICATION:**

To the fullest extent permitted by law, Subcontractor shall defend, indemnify and hold harmless the Authority and its heirs, executors, administrators, successors, assigns, affiliates, employees and agents (hereinafter referenced as "Owner Indemnitees") from and against any and all actions, claims, liabilities, damages, losses and expenses, including but not limited to bodily injury, death and property damage, and reasonable attorney's fees and costs (including those incurred in the defense of any such underlying claim, as well as those incurred in the enforcement of this Addendum Agreement and/or in the prosecution of any claim for indemnification by Authority) arising out of or resulting from, or alleged to arise out of or result from, the Subcontractor's work (including the work by any of the Subcontractor's subcontractors), except to the extent caused by the negligence or willful misconduct of any Owner Indemnitees.

**MISCELLANEOUS:**

If any term or provision of this Addendum Agreement conflicts with or is otherwise inconsistent with any term or provision in the Primary Contract or any prior written agreement entered between the parties, the terms and provisions contained herein shall govern and control.

This Addendum Agreement shall be binding upon and inure to the benefit of the parties hereto and their successors and permitted assigns. This Addendum Agreement, its terms and any claims arising therefrom, shall be interpreted and construed in accordance with the laws of the State of New York.

This Addendum Agreement may be executed via facsimile or email in any number of counterparts, all of which taken together shall constitute one and the same agreement. No waiver by a party of any breach by the other party of any of the provisions of this Agreement shall be deemed a waiver of any preceding or succeeding breach of the same or any other provisions hereof. No such waiver shall be effective unless in writing and then only to the extent expressly set forth in writing.

No modification or amendment of this Addendum Agreement shall be effective unless in writing and signed by both parties and approved in writing by the Authority. If any term or provision of this Addendum Agreement shall to any extent be invalid or unenforceable, the remainder of this Addendum Agreement shall not be affected thereby, and each provision of this Addendum Agreement shall be valid and enforceable to the fullest extent permitted by law.

**[ Insert name of Upstream Contractor  
or Upstream Subcontractor]**

**[Insert name of Downstream  
Subcontractor]**

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[Insert Name of Representative]

(Print name and title)

Date:

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[Insert Name by Representative]

(Print name and title)

Date: