

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

Contract: _____ **Project No.:** 202000013
Project Description: Furnish and Deliver One Pre-cast Concrete Building for Caustic Soda at Pine Hill Pump Station, Town of Cheektowaga.

Item Description:

Agreement Professional Service Contract Amendment Change Order
 BCD NYSDOT Agreement Contract Documents Addendum
 Recommendation for Award of Contract Recommendation to Reject Bids
 Request for Proposals
 Other _____

Action Requested:

Board Authorization to Execute Legal Approval
 Board Authorization to Award Execution by the Chairman
 Board Authorization to Advertise for Bids Execution by the Secretary to the Authority
 Board Authorization to Solicit Request for Proposals
 Other _____

Approvals Needed:

APPROVED AS TO CONTENT:

<input checked="" type="checkbox"/> Other (if Applicable)	<u>Nicholas W. Ryan</u>	Date: <u>4/21/20</u>
<input checked="" type="checkbox"/> Chief Operating Officer	<u>Russell J. Holt</u>	Date: <u>4/21/2020</u>
<input checked="" type="checkbox"/> Executive Engineer	<u>Leonard F. Konalick</u>	Date: <u>4-21-2020</u>
<input checked="" type="checkbox"/> Director of Administration	<u>Laronya Lester</u>	Date: <u>4.21.2020</u>
<input checked="" type="checkbox"/> Risk Manager	<u>Molly Op Musarra</u>	Date: <u>04/21/2020</u>
<input checked="" type="checkbox"/> Chief Financial Officer	<u>Karen A. Prud'homme</u>	Date: <u>04/21/2020</u>
<input checked="" type="checkbox"/> Legal	<u>Margaret A. Murphy</u>	Date: <u>04/22/2020</u>

APPROVED FOR BOARD RESOLUTION:

<input checked="" type="checkbox"/> Secretary to the Authority	<u>[Signature]</u>	Date: <u>04/22/2020</u>
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Remarks: Unit price contract.

Resolution Date: _____ **Item No:** _____



ERIE COUNTY WATER AUTHORITY

INTEROFFICE MEMORANDUM

April 21, 2020

To: Terrence D. McCracken, Secretary to the Authority

From: Clayton J. Johnson, Production Engineer *CJJ*

Subject: Furnish and Deliver One Pre-cast Concrete Building
For Caustic Soda at Pine Hill Pump Station, Town of Cheektowaga
ECWA Project No. 202000013

On Tuesday, March 24, 2020, the Authority received one (1) bid for the above referenced contract. The bid was reviewed and a mathematical check has been performed.

The bidder, Lakelands Concrete Products, Inc. provided adequate insurance coverage approved by the Claims Representative/Risk Manager. The MWBE requirements are not applicable to this contract. The Contractor was awarded a similar contract in 2019 and performed the work in a reliable and competent manner. For the 2019 contract ECWA received two bids, from Lakelands Concrete and Kistner Concrete. Lakelands' cost for the 2019 contract was half the cost of Kistner Concrete's and Lakelands' cost for this contract is comparable to their 2019 contract cost. We therefore recommend award of the above-referenced contract to Lakelands Concrete Products, Inc. in the amount of \$33,445.00, subject to legal review.

Since this is an Invitation to Bid ("Short Form"), the contract is already executed by the Contractor. Since the insurance requirements are met, applicable bonds are included, and the MWBE requirements are waived, the contract can be awarded and executed by the ECWA Chairman, pending Legal review.

Attached please find the following documents:

1. ECWA Authorization Form.
2. ECWA Recommendation for Award of Contract form.
3. Bid Tabulation.
4. Three copies of Invitation to Bid for execution by ECWA Chairman.

CJJ:jmf

Attachments

cc: R.Stoll

M.Wymer

D.Patton

L.Lester

CHTN-706-2001-X-012

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

Contract: _____	Project No.: <u>202000013</u>
Project Description: <u>Furnish and Deliver One Pre-cast Concrete Building for Caustic Soda at Pine Hill Pump Station, Town of Cheektowaga</u>	

CONTRACT AWARD	
Contractor/Supplier: <u>Lakelands Concrete Products, Inc.</u>	_____
Award Amount: <u>\$33,445.00</u>	_____

BID SUMMARY	
Date Advertised for Bids: <u>03/03/2020</u>	Date of Bid Opening: <u>03/24/2020</u>
Bidder	Total Bid Amount
<u>Lakelands Concrete Products, Inc.</u>	<u>\$33,445.00</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
Attachments: <input checked="" type="checkbox"/> Bid Tabulation <input type="checkbox"/> Consultant's Recommendation	

BUDGET			
<input checked="" type="checkbox"/> Capital	<input type="checkbox"/> O & M	Unit No.: <u>1020</u>	Budget Item No.: _____
<input type="checkbox"/> Capital	<input type="checkbox"/> O & M	Unit No.: _____	Budget Item No.: _____
<input type="checkbox"/> Capital	<input type="checkbox"/> O & M	Unit No.: _____	Budget Item No.: _____
<input type="checkbox"/> Capital	<input type="checkbox"/> O & M	Unit No.: _____	Budget Item No.: _____

APPROVALS (Select applicable)		
<input type="checkbox"/> WMBE APPROVAL		
Affirmative Action Officer	<u>N/A</u>	Date: _____
<input type="checkbox"/> NYS CERTIFIED APPRENTICESHIP PROGRAM APPROVAL		
Coordinator of Employee Relations	<u>N/A</u>	Date: _____

Remarks: <u>Unit price contract</u>

BID OPENING

PROJECT: Furnish and Deliver One Pre-Cast Concrete Building for Caustic Soda
at Pine Hill Pump Station, Town of Cheektowaga
Project No: 202000013

ADVERTISED SOURCE: **DATE:**
NYS CONTRACT REPORTER 3/3/2020
DODGE REPORTS 3/3/2020

BID OPENING: March 24, 2020 at 12:30 p.m.

Lakelands Concrete Products, Inc. 7520 East Main Street Lima, New York 14885	\$33,445.00
Bid Bond Enclosed	

R. Stoll
L. Kowalski
L. Molina
Files
M. Gil
L. Lester

C. Johnson
P. Fabozzi



Erie County Water Authority

3030 Union Road • Cheektowaga, New York 14227-1097
716-684-1510 • FAX 716-684-3937

INVITATION TO BID

BID DESCRIPTION: FURNISH AND DELIVER ONE PRE-CAST CONCRETE BUILDING FOR CAUSTIC SODA AT PINE HILL PUMP STATION.

PROJECT No.: 202000013

OPENING DATE: Tuesday, March 24, 2020 TIME: 12:30 p.m.

FOR: One Pre-cast Concrete Building

NAME OF BIDDER: Lakelands concrete products inc

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

The following EXHIBITS are attached to and made a part of the bid specifications and part of any agreement entered into pursuant to this Advertisement to Bid. If an Exhibit does not have an X on the line preceding it, then the Exhibit is not required for this particular bid.

- EXHIBIT "D" - Bid Bond
- EXHIBIT "G" - Non-Collusive Bidding Certification
- EXHIBIT "I" - State Finance Law Requirements
- EXHIBIT "J" - Section 139-L of State Finance Law, Statement relating to Sexual Harassment Policy
- EXHIBIT "P" - Performance Bond
- APPENDIX "A" - Women and Minority Business Enterprise Policy
- APPENDIX "B" - Insurance Requirements
- APPENDIX "C" - Prevailing Wage Rate Schedule

NOTICE TO BIDDERS

The Erie County Water Authority will receive separate, sealed bids for the furnishing of all labor, plant, tools, equipment and specified materials, etc. to FURNISH AND DELIVER ONE PRE-CAST CONCRETE BUILDING FOR CAUSTIC SODA AT PINE HILL PUMP STATION.

Bids will be received by the Erie County Water Authority until 12:30 p.m. prevailing time, on Tuesday, March 24, 2020 at the Service Center Front Desk, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, and then at that time and place will be publicly opened and read. All attendees must bring a government-issued photo identification (driver's license preferred) and check-in with the ECWA receptionist before being allowed entry to the bid opening.

All bids being mailed (including FedEx, UPS, Priority Mail, etc.) or hand-delivered to the Erie County Water Authority shall be directed to the "SERVICE CENTER FRONT DESK" at the address listed above in a sealed envelope and be clearly marked on the outside of the mailing or hand-delivered envelope "BID ENCLOSED-ECWA FURNISH AND DELIVER ONE PRE-CAST CONCRETE BUILDING FOR CAUSTIC SODA AT PINE HILL PUMP STATION". Failure to follow the above instructions could result in rejection of the bid.

Beginning at 9:00 a.m., on Wednesday, February 26, 2020, the Instruction to Bidders, Form of Bid and form of Contract, Specifications, and Security Bonds may be examined at the above address and may be obtained by writing the Service Center Front Desk at the above address or calling 716-684-1510, between the hours of 9:00 a.m. and 5:00 p.m.

Each bid shall be accompanied by a certified check or bid bond in the amount of five percent (5%) of the amount of the bid.

In accordance with State Finance Law §§139-j and 139-k, all questions about meaning or intent of the bidding documents shall be submitted to the designated contact person in writing. The designated contact is Clayton J. Johnson, PE, Production Engineer, Erie County Water Authority, 3030 Union Road, Cheektowaga, New York 14227, telephone 716-685-8218.

The Erie County Water Authority reserves the right to reject any and all bids or to accept any bid deemed to be for the best interest of the Water Authority even though the bid chosen may result in the award of the contract to a bidder whose bid is not mathematically lowest.

ERIE COUNTY WATER AUTHORITY



Terrence D. McCracken
Secretary to the Authority

ERIE COUNTY WATER AUTHORITY

INSTRUCTIONS TO BIDDERS

1. BID SHALL BE SUBMITTED ON THESE ERIE COUNTY WATER AUTHORITY (HEREINAFTER ECWA) BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received at the ECWA after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event of an emergency closing of certain ECWA facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Secretary to the Authority's control, only bids received prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION OF THE ADVERTISEMENT AS PUBLISHED BY THE ECWA shall be reason to reject the proposals in the event that such change in the Advertisement to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid. Proposals may be rejected if they show any omissions, alterations of form, additions not called for, conditional or alternate bids other than are provided for in the proposal form, escalation clauses or irregularities of any kind.
5. THE ECWA, IN THE BEST INTERESTS OF THE PUBLIC, RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids as may be provided in the bid specifications, and to waive any informalities in bids. The ECWA does not obligate itself to accept the lowest or any other proposal, and reserves the right to re-bid.
6. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
7. THIS EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:

IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE ECWA AND APPROPRIATED THEREFORE, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE ECWA BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.

8. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the ECWA to recover damages.
9. PRICES SHALL BE QUOTED F.O.B. DESTINATION.
10. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE ECWA. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
11. NO TAXES ARE TO BE BILLED TO THE ECWA. Bids shall not include any State or local excise, sales, transportation or other tax, unless State law specifically levies such tax on purchases made by a public benefit corporation created by the State of New York. The ECWA Purchase Order is an exemption certificate. Any applicable taxes from which the ECWA is not exempt shall be listed separately as cost elements and added into the total net bid.
12. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to Bidder's performance under this contract.
13. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The ECWA may terminate contracts or purchase orders, if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any ECWA official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of the contract or purchase order. The ECWA may also terminate a contract or purchase order if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of the contract or purchase order. In the event that it is determined that said improper or illegal acts occurred, the ECWA shall be entitled to terminate the contract or purchase order and/or exercise any other remedy available to it under existing law.
14. ANY CASH DISCOUNT which is part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The ECWA policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the ECWA will take the discount when payment is made. The ECWA will not pay any interest charges nor refund discount amounts taken after the discount period. If this procedure is unsatisfactory, please quote net.
15. ANY ADDITIONAL INFORMATION which bidder desires to add to the bid shall be written on a separate sheet of paper attached to and submitted with the formal sealed bid to be read at the formal opening.
16. WARRANTY: Notwithstanding anything to the contrary herein contained, BIDDER agrees that the warranties as prescribed by the Laws of the State of New York are and will remain in effect; that this warranty and the time to exercise said warranty in effect at the time of the breach, if any, caused by any breach or by any hidden or latent defect will be as

prescribed by the Laws of the State of New York. The obligations of BIDDER herein are independent of any other obligations.

17. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded may withdraw his bid by serving written notice upon the Secretary to the Authority of his intention to do so.
18. PRICES CHARGED TO THE ERIE COUNTY WATER AUTHORITY are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.
19. PRICE IS FIRM. The unit prices bid shall remain firm and any other charges bid shall also remain firm for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.
20. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the ECWA requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the ECWA. All extensions shall be submitted in writing and shall have prior approval by the Secretary to the ECWA.
21. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the ECWA will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.
22. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid or any contract or purchase order entered into pursuant to this bid, and agrees that he or its officers will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

BID SPECIFICATIONS/BIDDERS PROPOSAL/CONTRACT

BID DESCRIPTION: FURNISH AND DELIVER ONE PRE-CAST CONCRETE BUILDING FOR CAUSTIC SODA AT PINE HILL PUMP STATION, TOWN OF CHEEKTOWAGA

PROJECT No.: 202000013

Ship to: ERIE COUNTY WATER AUTHORITY
Attention: Clayton J. Johnson, PE, Production Engineer
Address: Pine Hill Pump Station, 75 Pennock Place, Cheektowaga, New York 14225

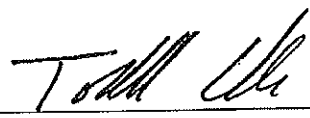
Item No.	Quantity	U/M	Catalog No./Description	Unit Price	Total Price
1	1	Ea.	Pre-cast Concrete Building ⁽¹⁾	33445.00	33445.00
TOTAL NET BID DELIVERED INSIDE					\$33,445.00

⁽¹⁾The precast concrete building shall be delivered to the Pine Hill site between July 1, 2020 and July 31, 2020.

NOTE: Bid results are available on the Erie County Water Authority website, www.ecwa.org (under Doing Business tab, select option Business Opportunities). No bid results will be given over the telephone.

The Bidder agrees to supply all material/equipment/labor above-described at the above-quoted price and in accordance with all applicable Bid Specifications.

NAME OF BIDDER: Lakelands Concrete Products Inc

AUTHORIZED SIGNATURE:  DATE: 3-6-20

ECWA CHAIR SIGNATURE: _____ DATE: _____

INFORMATION REQUIRED FROM BIDDERS
AT TIME OF CANVASS OF BIDS

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

FIRM NAME Lakelands Concrete Products

ADDRESS OF PRINCIPAL OFFICE: STREET 7520 East main st

CITY Lima

AREA CODE 585 PHONE 624-1990 STATE NY ZIP 14485

Check one: CORPORATION PARTNERSHIP INDIVIDUAL

INCORPORATED UNDER THE LAWS OF THE STATE OF NY

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

YES NO

TRADE NAMES: _____

ADDRESS OF LOCAL OFFICE: STREET SAME AS ABOVE

CITY _____

AREA CODE _____ PHONE _____ STATE _____ ZIP _____

NAMES AND ADDRESSES OF PARTNERS:

IDENTIFICATION #: (COMPLETE ONE):

Federal Employer Identification Number: 16-0760448

Social Security Number: _____

BID SECURITY FORM

EXHIBIT "D"

BIDDER (Name and Address):

LAKELANDS CONCRETE PRODUCTS, INC.

7520 EAST MAIN STREET

LIMA, NY 14885

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

UNITED STATES FIRE INSURANCE COMPANY

305 MADISON AVENUE

MORRISTOWN, NJ 07962

OWNER:

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

BID

BID DUE DATE: MARCH 24, 2020

PROJECT:

FURNISH AND DELIVER ONE PRE-CAST CONCRETE BUILDING
FOR CAUSTIC SODA AT PINE HILL PUMP STATION.
Project No: 202000013

BOND

BOND NUMBER: N/A

DATE: (Not later than Bid due date): MARCH 6, 2020

PENAL SUM: FIVE PERCENT OF AMOUNT BID 5%
(Words) (Figures)

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

BIDDER

LAKELANDS CONCRETE PRODUCTS, INC. (Seal)

Bidder's Name and Corporate Seal

By: Tull President
Signature and Title

Attest: Heidi Clarke secretary
Signature and Title

SURETY

UNITED STATES FIRE INSURANCE COMPANY (Seal)

Surety's Name and Corporate Seal

By: Lory L Crawford
Signature and Title
(Attach Power of Attorney)

LORY L. CRAWFORD, ATTORNEY-IN-FACT

Attest: SEE POWER OF ATTORNEY

1.01 Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to pay to OWNER upon default of Bidder the penal sum set forth on the face of this Bond.

2.01 Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents.

3.01 This obligation shall be null and void if:

- A. OWNER accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by OWNER) the executed Agreement required by the Bidding Documents and any performance and payment Bonds required by the Bidding Documents, or
- B. All Bids are rejected by OWNER, or
- C. OWNER fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5.01 hereof).

4.01 Payment under this Bond will be due and payable upon default by Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from OWNER, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.

5.01 Surety waives notice of and any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by OWNER and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.

6.01 No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in paragraph 4.01 above is received by Bidder and Surety and in no case later than one year after Bid due date.

7.01 Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

8.01 Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.

9.01 Surety shall cause to be attached to this Bond a current and effective Power or Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.

10.01 This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

11.01 The term "Bid" as used herein includes a Bid, offer or proposal as applicable.

END OF BID BOND

ACKNOWLEDGMENT OF PRINCIPAL - IF A CORPORATION

STATE OF NEW YORK
COUNTY OF _____ } ss

On the ____ day _____ of, 20____ before me personally appeared _____ to be known, who, being by me duly sworn, did depose and say; that he/she resides at _____, that he/she is the _____ of LAKELANDS CONCRETE PRODUCTS, INC. the corporation described in and which executed the within instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

.....
Notary Public

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK
COUNTY OF MONROE } ss

On this 6TH day of MARCH, 2020 before me personally came LORY L CRAWFORD to me known, who, being by me duly sworn, did depose and say; that he/she resides in ROCHESTER, NY; that he/she is the ATTORNEY-IN-FACT of UNITED STATES FIRE INSURANCE COMPANY the corporation described in and which executed the within instrument; and that he/she signed her/his name thereto by order of the Board of Directors of said corporation.

.....
Jennifer M. Staub
Notary Public

JENNIFER M. STAUB
Notary Public, State of New York
Reg. No. 01ST6229737
Qualified in Monroe County
Commission Expires: 10/18/22

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

48520440120

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Matthew D. Riedinger, Lory L. Crawford, Janine A. Kappen

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY



A. R. Slimowicz

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 6th day of March 2020

UNITED STATES FIRE INSURANCE COMPANY



Al Wright

Al Wright, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2018

ASSETS	
Bonds (Amortized Value).....	1,575,095,694
Preferred Stocks (Market Value).....	2,500,000
Common Stocks (Market Value).....	1,163,841,710
Mortgage Loans (Market Value).....	3,510,000
Cash, Cash Equivalents, and Short Term Investments.....	477,327,351
Derivatives.....	23,002,739
Other Invested Assets.....	216,475,684
Investment Income Due and Accrued.....	8,006,764
Premiums and Considerations.....	195,195,701
Amounts Recoverable from Reinsurers.....	31,104,247
Funds Held by or Deposited with Reinsured Companies.....	4,482,823
Current Income Taxes Recoverable.....	1,966,565
Net Deferred Tax Asset.....	161,021,872
Electronic Data Processing Equipment.....	4,043,042
Receivables from Parent, Subsidiaries and Affiliates.....	138,140,008
Other Assets.....	80,113,770
TOTAL ASSETS	\$ 4,085,827,970

LIABILITIES, SURPLUS & OTHER FUNDS	
Losses (Reported Losses Net of Reinsurance Coded and Incurred But Not Reported Losses).....	1,559,822,684
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	41,178,534
Loss Adjustment Expenses.....	386,839,696
Commissions Payable, Contingent Commissions and Other Similar Charges.....	3,516,082
Other Expenses (Excluding Taxes, Licenses and Fees).....	48,794,043
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	20,335,069
Unearned Premiums.....	517,688,148
Advance Premium.....	5,194,006
Ceded Reinsurance Premiums Payable.....	23,630,611
Funds Held by Company under Reinsurance Treaties.....	20,864,701
Amounts Withheld by Company for Account of Others.....	76,666,809
Provision for Reinsurance.....	627,927
Payable to Parent, Subsidiaries and Affiliates.....	10,488,505
Other Liabilities.....	52,539,781
TOTAL LIABILITIES	\$ 2,768,186,596
Common Capital Stock.....	13,560,000
Gross Paid In and Contributed Surplus.....	1,246,294,940
Unassigned Funds (Surplus).....	57,786,434
Surplus as Regards Policyholders.....	1,317,641,374
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS	\$ 4,085,827,970

I, Carmine Sengliano, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2018, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 5th day of March, 2019
UNITED STATES FIRE INSURANCE COMPANY

STATEMENT OF SURETY'S INTENT

TO: ERIE COUNTY WATER AUTHORITY

We have reviewed the Bid of LAKELANDS CONCRETE PRODUCTS, INC.

of: 7520 EAST MAIN STREET, LIMA, NY 14885

For: PRECAST CONCRETE BUILDING FOR CAUSTIC SODA AT PINE HILL PUMP STATION

Bids for which will be received on MARCH 24, 2020

And wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Material Bond required by the Contract.

Any arrangements for the bonds required by the Contract is a matter between the Contractor and ourselves and we assume no liability to you or third parties if, for any reason, we do not execute the requisite bonds.

We are duly licensed to do business in the State of New York and we appear on the U.S. Treasury Departments most current list (Circular 570 as amended).

Attest:

SEE POWER OF ATTORNEY

UNITED STATES FIRE INSURANCE COMPANY

By: Lory L. Crawford
LORY L. CRAWFORD, Attorney-in-Fact
(Surety's Authorized Signature (s))


Attach Power of Attorney

(Corporate Seal if any. If no seal,
write "No Seal" across this place
and sign.)

ACKNOWLEDGMENT OF SURETY COMPANY

STATE OF NEW YORK
COUNTY OF MONROE} ss

On this 6TH day of MARCH, 2020 before me personally came LORY L. CRAWFORD to me known, who, being by me duly sworn, did depose and say; that he/she resides in ROCHESTER, NY; that he/she is the ATTORNEY-IN-FACT of UNITED STATES FIRE INSURANCE COMPANY the corporation described in and which executed the within instrument; and that he/she signed her/his name thereto by order of the Board of Directors of said corporation.


.....
Notary Public

JENNIFER M. STAUB
Notary Public, State of New York
Reg. No. 01ST6229737
Qualified in Monroe County
Commission Expires: 10/18/22

POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

48520440120

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Matthew D. Riedinger, Lory L. Crawford, Janine A. Kappen

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2021.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.



UNITED STATES FIRE INSURANCE COMPANY

A.R.S.

Anthony R. Slimowicz, Executive Vice President

State of Pennsylvania }
County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal
Tamara Watkins, Notary Public
Philadelphia County
My commission expires August 22, 2023
Commission number 1348843

Tamara Watkins

Tamara Watkins

(Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 6th day of March 2020



UNITED STATES FIRE INSURANCE COMPANY

Al Wright

Al Wright, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

AT DECEMBER 31, 2018

ASSETS	
Bonds (Amortized Value).....	1,575,095,694
Preferred Stocks (Market Value).....	2,500,000
Common Stocks (Market Value).....	1,163,841,710
Mortgage Loans (Market Value).....	3,510,000
Cash, Cash Equivalents, and Short Term Investments.....	477,327,351
Derivatives.....	23,002,739
Other Invested Assets.....	216,475,684
Investment Income Due and Accrued.....	8,006,764
Premiums and Considerations.....	195,195,701
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TOTAL ASSETS.....	\$ 4,085,827,970

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Surplus as Regards Policyholders.....	1,317,641,374
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 4,085,827,970

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2018, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 5th day of March, 2019
UNITED STATES FIRE INSURANCE COMPANY

NON-COLLUSIVE BIDDING CERTIFICATION
as mandated by Public Authority Law § 2878

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

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

NOTICE

(Penal Law § 210.45)

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

BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:

Affirmed under penalty of perjury this 6th day MARCH, 2020

TERMS Per contract DELIVERY DATE AT DESTINATION mid July

FIRM NAME Lakelands Concrete Products Inc

ADDRESS 7520 E. Main St
Lima NY 14485 ZIP 14485

AUTHORIZED SIGNATURE Todd Clarke

TYPED NAME OF AUTHORIZED SIGNATURE Todd Clarke

TITLE President TELEPHONE No. 585-624-1990

FORMS A, B, and C**STATE FINANCE LAW REQUIREMENTS**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). When the Authority seeks to procure goods or services by means of an Invitation or Notice to Bid, or a Request for Proposals, the State Finance Law imposes certain restrictions on anyone who may wish to offer goods or services to the Authority as an Offerer, as that term is defined in §§ 139-j(1)(h) and 139-k(1)(h).

During the Restricted Period, as defined in §§ 139-j(1)(f) and 139-k(1)(f), when bids or proposals are being solicited, the Authority will designate a contact person with whom the Offerer may contact for information and other authorized purposes as set forth in §139-j of the State Finance Law. The designated contact is identified in the Notice to Bidders, or in the Request for Proposal. An Offerer is authorized to contact the Authority's designated contact for such purposes set forth in § 139-j(3).

Pursuant to the State Finance Law, the Authority is also required to make certain findings before making any determinations as to the qualifications and eligibility of those seeking a procurement contract, as that term is defined in State Finance Law §§ 139-j(1)(g) and 139-k(1)(g). Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings of non-responsibility occurring within a 4-year period, the Offerer will be debarred from obtaining procurement contracts with the Authority. Further information about these requirements can be found in §§139-j and 139-k of the New York State Finance Law and the Erie County Water Authority's Procurement Disclosure Policy.

The following forms will be used by the Authority to make such findings:

Form A - Offerer's Affirmation of Understanding of, and Agreement to Comply with, the Authority's Permissible Contact Requirement During the Restricted Period.

Form B - Offerer's Certification of Compliance with State Finance Law.

Form C - Offerer's Disclosure of Prior Non-Responsibility Determinations.

FORM A

**Offerer's Affirmation of Understanding of, and Agreement to Comply
with, the Permissible Contact Requirements During the Restricted Period**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a written affirmation of understanding and agreement to comply with procedures regarding permissible contacts with the Authority in the restricted period for a procurement contract in accordance with State Finance Law §139-j and §139-k. It is required that this affirmation be obtained as early as possible in the procurement process, but no later than when the Offerer submits its proposal.

Offerer affirms that it understands and agrees to comply with the procedures of the Authority relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

By: Todd Clark Date: 3/6/20

Name: Todd Clarke

Title: President

Contractor Name: Lakelands Concrete Products Inc

Contractor Address: 7520 E. MAIN ST

Lima NY 14485

FORM B

**Offerer's Certification of Compliance
With State Finance Law §139-k(5)**

Instructions:

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). The Authority must obtain a Certification that the information submitted for a procurement contract is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offerer must agree to sign the Certification, under penalty of perjury, and to provide the Certification to the Authority. The Certification should be obtained as early as possible in the process, but no later than when an Offerer submits its proposal.

Offerer Certification:

I certify that all information provided to the Authority relating to the awarding of a procurement contract is complete, true, and accurate.

By: Todd Clarke Date: 3-6-20

Name: Todd Clarke

Title: President

Contractor Name: Lakelands Concrete Products Inc

Contractor Address: 7520 EAST MAIN ST

Lima NY 14485

FORM C**Offerer's Disclosure of Prior
Non-Responsibility Determinations****Background:**

The Erie County Water Authority (the "Authority") is a government entity, as that term is defined in State Finance Law §§ 139-j(1)(a) and 139-k(1)(a). New York State Finance Law §139-k(2) obligates the Authority to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j; or (b) the intentional provision of false or incomplete information to a Government Entity.

The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §§139-j(1) and §139-k(1). These sections also set forth detailed requirements about the restrictions on contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and the Offerer is the only source capable of supplying the required Article of Procurement, as that term is defined in State Finance Law §§ 139-j(1)(b) and 139-k(1)(b), within the necessary timeframe. See State Finance Law §139-j(10)(b) and §139-k(3).

Instructions:

The Authority must include a disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract. It shall be submitted to the Authority no later than when the Offerer submits its proposal.

FORM C (Continued)

Offerer's Disclosure of Prior Non-Responsibility Determinations

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Lakelands Concrete Products Inc

Address:

7520 E. main st
Lima NY 14485

Name and Title of Person Submitting this Form:

Todd Clarke
President

Contract Procurement Number:

202000013

Date:

3-6-20

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle) No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-Responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

FORM C (Continued)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below.
Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding:

(Add additional pages as necessary)

Offerer certifies that all information provided to the Erie County Water Authority with respect to State Finance Law §139-k is complete, true, and accurate.

By: Todd Clarke Date: 3-6-20
Signature

Name: Todd Clarke

Title: President

Contract Termination Provision

Instructions:

A Contract Termination Provision will be included in each procurement contract governed by State Finance Law §139-k. New York State Finance Law §139-k(5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the governmental entity to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. This statutory contract language authorizes, but does not mandate, termination. "Government Entity" and "procurement contract" are defined in State Finance Law §§ 139 j(1) and 139-k(l).

This required clause will be included in a covered procurement contract.

A sample of the Termination Provision is included below. If a contract is terminated in accordance with State Finance Law §139-k(5), the Erie County Water Authority (the "Authority"), as a governmental entity, is required to include a statement in the procurement record describing the basis for any action taken under the termination provision.

Sample Contract Termination Provision

The Erie County Water Authority (the "Authority"), as a governmental entity, reserves the right to terminate this contract in the event it is found that the certification filed by the Offerer in accordance with New York State Finance Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offerer in accordance with the written notification terms of this contract.

SECTION 139-L OF THE STATE FINANCE LAW
STATEMENT RELATING TO SEXUAL HARASSMENT POLICY

1. "Bidder" has the same meaning as the term, "Offerer," as that terms is defined in State Finance Law § 139-k(1)(h), and includes anyone who submits a bid or proposal.
2. Every proposal or bid hereafter made and submitted to the Erie County Water Authority, where competitive bidding or a sealed proposal is required by statute, rule or regulation, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Bidder and affirmed by such Bidder as true under penalty of perjury:

SEXUAL HARASSMENT BIDDING CERTIFICATION

(a) "By submission of this bid/proposal, EACH BIDDER AND EACH PERSON SIGNING ON BEHALF OF ANY BIDDER CERTIFIES, AND IN THE CASE OF A JOINT BID EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, under penalty of perjury, that the Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all its employees. Such policy shall, at a minimum, meet the requirements of Section two hundred one-g of the Labor Law."

3. A bid/proposal shall not be considered for award nor shall any award be made to a Bidder who has not complied with subdivision one of this section; provided, however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons therefore.

The undersigned CERTIFIES, under penalty of perjury, that he is authorized to make this bid/proposal and execute this statement on sexual harassment; that he is familiar with the statements contained in ¶2(a) of this document, as well as the provisions of State Finance Law §139-L and Labor Law §201-g, and such statements are true and have been complied with by the Bidder.

Lakelands Concrete Products

(Name of Individual, Partnership or Corporation)

By Tommy [Signature]

(Person authorized to sign)

(SEAL)

BID SPECIFICATIONS

BID DESCRIPTION: FURNISH AND DELIVER ONE PRE-CAST CONCRETE BUILDING FOR CAUSTIC SODA AT PINE HILL PUMP STATION.

PROJECT No. 202000013

SECTION 1 - SHOP DRAWING SUBMITTAL AND CORRESPONDENCE PROCEDURE

1.01 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

A. Submittals of Shop Drawings shall be made to the ENGINEER at the address listed below:

Clayton J. Johnson, Production Engineer
Erie County Water Authority
3030 Union Road
Cheektowaga, New York 14227
cjohnson@ecwa.org

B. Letter of Transmittal for Submittals:

1. Provide separate letter of transmittal with each submittal. Each submittal shall be for one Specification Section.
2. At the beginning of each letter of transmittal and each letter of inquiry, provide a reference heading indicating the following:
 - a. OWNER's Name: _____
 - b. Project Name: _____
 - c. Contract No.: _____
 - d. Transmittal No.: _____
 - e. Section No.: _____
3. For submittals with proposed deviations from requirements of the Contract Documents, the letter of transmittal shall specifically describe each proposed variation.

C. All Shop Drawings submitted shall bear SUPPLIER's stamp of approval and signature, as evidence that submittal has been reviewed by SUPPLIER and verified as complete and in accordance with the Contract Documents. Submittals without this SUPPLIER's stamp of approval will not be reviewed by the ENGINEER and will be returned to the SUPPLIER.

1. SUPPLIER's stamp shall contain the following:

"Project Name: _____

Contractor's Name: _____

Date: _____

Item/Submittal Title: _____

Specification Section: _____

Submittal No. and Review Cycle: _____

I hereby certify that the shop drawing has satisfied Supplier's obligations under the Contract Documents relative to Supplier's review and approval of this submittal.

Approved By (for SUPPLIER): _____"

D. The SUPPLIER shall initially submit to ENGINEER a full electronic submittal file. Initial submittal does not require paper copy, only final approved submittal shall be provided with two (2) full paper copies, along with the electronic final copy.

E. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner, containing the following information:
 - a. Project name.
 - b. Date.
 - c. Name of firm or entity that prepared submittal.
 - d. Names of subcontractor, manufacturer, and/or supplier.
 - e. Indication of full or partial submittal.
 - f. Transmittal number numbered consecutively.
 - g. Remarks.

- F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. ENGINEER will advise SUPPLIER when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.

1.02 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
1. Submit electronic submittals via email as PDF electronic files.
 - a. Engineer will return annotated file. Annotate and retain one copy of file as an electronic Project record document file.
 2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
 2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's catalog cuts.
 - b. Manufacturer's product specifications.
 - c. Standard color charts.
 - d. Statement of compliance with specified referenced standards.
 - e. Testing by recognized testing agency.
 - f. Application of testing agency labels and seals.
 - g. Notation of coordination requirements.
 - h. Availability and delivery time information.
 4. For equipment, include the following in addition to the above, as applicable:
 - a. Wiring diagrams showing factory-installed wiring.
 - b. Printed performance curves.
 - c. Operational range diagrams.

- d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
- D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of Engineers and owners, and other information specified.
- E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- F. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

1.03 ENGINEER'S REVIEW

- A. Submittals not required in the Contract Documents will not be reviewed by ENGINEER and will not be recorded in ENGINEER'S submittal log. All hardcopies of such submittals will be returned to SUPPLIER.

- B. Submittals, Results of ENGINEER'S Review: Each submittal will be given one of the following dispositions:
1. Approved: Upon return of submittal marked "Approved", order, ship, or fabricate materials and equipment included in the submittal (pending ENGINEER'S approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents.
 2. Approved as Corrected: Upon return of submittal marked "Approved as Corrected", order, ship, or fabricate materials and equipment included in the submittal (pending ENGINEER'S approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, provided it is in accordance with corrections indicated.
 3. Approved as Corrected – Resubmit: Upon return of submittal marked "Approved as Corrected – Resubmit", order, ship, or fabricate materials and equipment included in the submittal (pending ENGINEER'S approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, provided it is in accordance with corrections indicated. Provide to ENGINEER record re-submittal with all corrections made. Receipt of corrected re-submittal is required before materials or equipment covered in the submittal will be eligible for payment.
 4. Revise and Resubmit: Upon return of submittal marked "Revise and Resubmit", make the corrections indicated and re-submit to ENGINEER for approval.
 5. Not Approved: This disposition indicates material or equipment that cannot be approved. Upon return of submittal marked "Not Approved", repeat initial submittal procedure utilizing approvable material or equipment.

SECTION 2 – PRECAST CONCRETE BUILDING

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope:

1. This Section includes the provision for furnishing, delivering and placing a precast concrete building (with appurtenances, complete in-place) and associated subgrade/basement, as specified herein. Building shall be delivered and set on OWNER's prepared subgrade in accordance with manufacturer's recommendations.
2. Building shall be provided by SUPPLIER with all necessary openings as specified by OWNER in accordance with manufacturer's structural requirements.
3. The SUPPLIER is responsible for delivery and setting of the precast building structure at the Pine Hill Pump Station. SUPPLIER shall provide OWNER a minimum 72-hour prior notice of scheduled delivery date.
4. OWNER will excavate and prepare subgrade for the SUPPLIER to set new structure in.
5. The precast concrete building shall be delivered to the Pine Hill site between July 1, 2020 and July 31, 2020. The building shall be delivered during this specified timeframe.

1.02 QUALITY ASSURANCE

A. Manufacturer's Qualifications:

1. Building fabricator shall have a minimum of ten years of experience manufacturing and setting transportable precast concrete buildings and shall be able to show evidence of at least five installations in satisfactory operation for at least ten years.
2. The manufacturer of the building shall be a PCI Certified Plant in category A1.

B. Component Supply and Compatibility:

1. Obtain all equipment included in this Section regardless of the component manufacturer from a single manufacturer.
2. The precast concrete building manufacturer to review and approve or to prepare all Shop Drawings and other submittals for all components furnished under this Section.
3. All components shall be specifically constructed for the specified service conditions.

1.03 REFERENCES

A. Standards referenced in this Section are listed below:

1. American Concrete Institute (ACI).
2. Concrete Reinforcing Institute
3. American National Standards Institute (ANSI)
4. Underwriters Laboratories (UL)
5. National Precast Concrete Association (NPCA)

1.04 SUBMITTALS

A. Action Submittals: Submit the following:

1. Product Data:
 - a. Manufacturer's literature, illustrations, specifications and engineering data including: dimensions, materials, size, structural reinforcing, and weight.
 - b. Shop drawings and engineering design calculations that are signed and sealed by a Professional Engineer, licensed in the state of New York, shall be provided.
 - c. Before starting fabrication, submit Shop Drawings showing layout, dimensions, anchorages, connections and connection accessories.
2. Shop Drawings
 - a. Fabrication, assembly, and installation diagrams.
3. Warranty

1.05 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle and set the precast structure in accordance with the manufacturer's recommendations.
- B. Deliver the precast structure to the following location:
 1. Erie County Water Authority Pine Hill Pump Station, 75 Pennock Place, Cheektowaga, NY 14225.

1.06 WARRANTY

- A. The precast structure shall be guaranteed to be free from defects in materials and workmanship for a period of two years from the date the precast structure is delivered and set in place.

PART 2 PRODUCTS

2.01 CODES AND STANDARDS

- A. The building shall meet the following codes and standards:
1. The latest edition of the New York State Uniform Fire Prevention and Building Code (the "Uniform Code"), including Uniform Code Supplements.
 2. ACI-318- See Chapter 35 of Uniform Code for referenced standard, "Building code requirements for reinforced concrete."
 3. ASCE/SEI-7- See Chapter 35 of Uniform Code for referenced standard "Minimum Design Loads and Associated Criteria for Buildings and Other Structures"
 4. Concrete Reinforcing Institute, "Manual for Standard Practice", latest edition.
 5. UL-752 test method level 4 for bullet resistance certified by an independent structural engineer.
 6. Producer must be producer member of National Precast Concrete Association (NPCA) and be a certified plant under its plant certification program.

2.02 PRECAST CONCRETE

- A. The structural design for the Precast Concrete Building shall be performed in accordance with the Uniform Code for minimum design loads in building and other structures:
1. Wind Speed = 120 mph
 2. Snow Load = 60 psf
 3. Floor Live Load = 250 psf
- B. Concrete shall have a 28-day strength of 5,000 psi. Building shall meet the ACI 318 Building Code requirements, or latest edition, for reinforced concrete.
- C. Air entraining admixture, conforming to ASTM C260, shall be added to produce between 5 to 9 percent air by volume.
- D. Reinforcing steel shall be in with the Concrete Reinforcing Institute Manual of standard practice. Reinforcing steel shall be in conformance with ASTM A615 grade 60 and welded wire fabric shall be ASTM A185.
- E. Walls shall be a minimum 4 3/4" thick. Building shall be leak proof and corrosion proof with a 2-hour fire rating. Wall panels shall have a natural concrete, uniform interior broom finish. Exterior shall have an exposed aggregate finish with smooth concrete bands at the corners, or simulated Formliner finish (barnboard, fieldstone, split face block, smooth block or ashlar stone). Formliner finishes shall be stained with H&C Concrete Stain, from standard color chart, color choice shall be selected by OWNER.
- F. Roof thickness shall vary, but be a minimum of 4 inches, and slope away from the door. Roof shall have a minimum 3" overhang on all sides, and a continuous, built in drip edge. Roof edge shall have a smooth form finish.
- G. Building floor shall be 8" thick with a broom finish.

- H. Panel-to-Panel, Panel-to-Roof and Panel-to-Floor connections shall be A36/A709-36 zinc plated steel, with a minimum dimension of 5"x5"x1/2". Washers shall be zinc plated A36 steel 3"Ø x1/4" with (1) 9/16" hole. Bolts shall be 1/2" diameter ASTM A449 Grade 5 with locking washer.
- I. Panel-to-Roof and Panel-to-Floor gasket shall be 1" wide x 1/2" thick closed cell neoprene NYSDOT 705.08
- J. Caulk all joints inside and out, caulk shall be Tremco Dymonic FC or OWNER approved equal, color shall be Limestone.

2.03 DIMENSIONS

- A. Below Grade Vault Section(s): 7'-0" (W) x 14'-0" (L) x 8'-0" (H) Interior Dim.
- B. Above Grade Building Section(s): 8'-0" (W) x 14'-0" (L) x 9'-0" (H) ID
- C. Building shall be designed to sit directly on top of vault. Building base (floor) shall act as vault cover.

2.04 DOORS AND HARDWARE

- A. Door and frames: The building shall be equipped with one 3'-0" x 7'-0" x 1 3/4", 18 gauge wipe coat galvanized steel door with honeycomb core, SW Fleming Ltd. "D" Series, Type "M". Frame shall be type F-16 Series as manufactured by SW Fleming Ltd. Fabricated of 16ga wipe coat galvanized steel.
- B. Door Hardware shall be fabricated of 316 Stainless Steel:
 - 1. Hinges shall be stainless steel, Hager - BB1191, Non Removable Pin, USP, 4 1/2" x 4 1/2"
 - 2. Threshold shall be Hager, Model 412S MIL 36"
 - 3. Dead Bolt shall be Hager 3115 IC US26D
 - 4. Closer shall be Hager Model 5100PAR ALM HDHOS with Hold open/Stop arm
 - 5. Push and Pull Plates shall be Hager Model 30S and 31E. The plates shall be 4" x 16".
 - 6. Sweeps shall be Hager, Model 750S N CLR 36"
 - 7. Doors shall be primed and painted color choice of OWNER, from standard color chart choices.

2.05 PENETRATIONS

- A. Penetrations shall be neat and any damage to surrounding surfaces shall be repaired. All penetrations shall be verified by the SUPPLIER prior to fabrication.

2.06 LOUVERS AND VENTS

- A. Two screened aluminum vents, 6" x 12", shall be cast in rear wall, opposite from door, approximately 1 ft. off of the floor.

1. Final vent and louver opening locations shall be determined by OWNER during shop drawing review.

2.07 MISCELLANEOUS

- A. Furnish and install AHS1 Heavy Duty H-20 Rated Safe Hatch, with Safety Grate, as manufactured by EJ Company to cover the 36" x 36" floor opening.
 1. Hatch opening location shall be determined by OWNER during shop drawing review.
- B. Basement Ladder: Furnish aluminum and steel reinforced copolymer polypropylene vault ladder, with pull-up handrail, spanning from the floor hatch to the basement bottom, as manufactured by Lane International Corp.
- C. Caulking: All joints between panels and between panels, roof and floor, shall be caulked on the exterior and interior surface of the joints. Caulking shall be SikaFlex-1a, Elastomeric Sealant/Adhesive or equal.

2.08 MANUFACTURERS

- A. Lakelands Concrete Products, Inc.
- B. Binghamton Precast & Supply Corp.
- C. Long Island Precast, Inc.
- D. Kistner Concrete Products, Inc.
- E. LHV Precast, Inc.
- F. No Substitutions Allowed.

PART 3 EXECUTION

3.01 INSTALLATION

- A. SUPPLIER shall set the precast building structure on a crushed stone base prepared by the OWNER. SUPPLIER shall provide OWNER a minimum 72-hour prior notice of scheduled delivery date.
- B. The precast building shall be shipped to the jobsite and erected in place by the SUPPLIER.
- C. After all piping, wiring and utilities have been installed, tested and approved, SUPPLIER shall adjust doors to provide a weather tight seal.

3.02 START-UP AND TESTING (not used)

END OF BID SPECIFICATIONS

APPENDIX B
INSURANCE REQUIREMENTS
ERIE COUNTY WATER AUTHORITY



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/13/2020

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

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

PRODUCER Brown & Brown of New York, Inc. 45 East Avenue Rochester NY 14604		CONTACT NAME: Amber Porpora SBCS PHONE (A/C, No, Ext): (585) 232-4424 FAX (A/C, No): E-MAIL ADDRESS: Amber.Porpora@bbrochester.com															
INSURED Lakelands Concrete Products 7520 E Main St Lima NY 14485		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Charter Oak Fire Insurance Company</td> <td>25615</td> </tr> <tr> <td>INSURER B: The Travelers Indemnity Company of CT</td> <td>25682</td> </tr> <tr> <td>INSURER C: The Travelers Indemnity Co</td> <td>25658</td> </tr> <tr> <td>INSURER D: Travelers Property & Casualty Company of America</td> <td>25674</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Charter Oak Fire Insurance Company	25615	INSURER B: The Travelers Indemnity Company of CT	25682	INSURER C: The Travelers Indemnity Co	25658	INSURER D: Travelers Property & Casualty Company of America	25674	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES **CERTIFICATE NUMBER:** 19-20 Master **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	630 0P901371	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY	Y	Y	810 0P900429	12/01/2019	12/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	CUP 0P902110	12/01/2019	12/01/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
D	Installation Floater			660 4P501692	12/01/2019	12/01/2020	Limit \$ 250,000

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

Project #: 20200013
Description: Furnish and Deliver One Pre-Cast Concrete Building for Caustic Soda at Pine Hill Pump Station

Erie County Water Authority, as required by executed written contract, is included as additional insured on a primary and non-contributory basis. Waiver of subrogation applies.

APPROVED

CERTIFICATE HOLDER Erie County Water Authority 295 Main Street, Suite 350 Buffalo NY 14203	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE (RENEWED)



SCAN TO VALIDATE
AND SUBSCRIBE

***** 160760448
LOVELL SAFETY MGMT CO., LLC
110 WILLIAM STREET 12TH FLR
NEW YORK NY 10038

POLICYHOLDER LAKELANDS CONCRETE PRODUCTS INC 7520 EAST MAIN STREET LIMA NY 14485
--

CERTIFICATE HOLDER ERIE COUNTY WATER AUTHORITY 295 MAIN ST, SUITE 350 BUFFALO NY 14203
--

POLICY NUMBER Z2458 965-7	CERTIFICATE NUMBER 857436	POLICY PERIOD 04/01/2020 TO 04/01/2021	DATE 4/9/2020
-------------------------------------	-------------------------------------	--	-------------------------

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 2458 965-7, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF YOU WISH TO RECEIVE NOTIFICATIONS REGARDING SAID POLICY, INCLUDING ANY NOTIFICATION OF CANCELLATIONS, OR TO VALIDATE THIS CERTIFICATE, VISIT OUR WEBSITE AT [HTTPS://WWW.NYSIF.COM/CERT/CERTVAL.ASP](https://www.nysif.com/cert/certval.asp). THE NEW YORK STATE INSURANCE FUND IS NOT LIABLE IN THE EVENT OF FAILURE TO GIVE SUCH NOTIFICATIONS.

THE POLICY INCLUDES A WAIVER OF SUBROGATION ENDORSEMENT UNDER WHICH NYSIF AGREES TO WAIVE ITS RIGHT OF SUBROGATION TO BRING AN ACTION AGAINST THE CERTIFICATE HOLDER TO RECOVER AMOUNTS WE PAID IN WORKERS' COMPENSATION AND/OR MEDICAL BENEFITS TO OR ON BEHALF OF AN EMPLOYEE OF OUR INSURED IN THE EVENT THAT, PRIOR TO THE DATE OF THE ACCIDENT, THE CERTIFICATE HOLDER HAS ENTERED INTO A WRITTEN CONTRACT WITH OUR INSURED THAT REQUIRES THAT SUCH RIGHT OF SUBROGATION BE WAIVED.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND



DIRECTOR, INSURANCE FUND UNDERWRITING

VALIDATION NUMBER: 954440839



**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) LAKELANDS CONCRETE PRODUCTS, INC. 7520 EAST MAIN STREET LIMA, NY 14485</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured 5856241990</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 16-0760448</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) Erie County Water Authority 295 Main Street, Suite 350 Buffalo, NY 14203</p>	<p>3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York</p> <p>3b. Policy Number of Entity Listed in Box "1a" R00591-000</p> <p>3c. Policy effective period 1/1/2012 to 4/12/2021</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 4/13/2020 By 
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

**FURNISH AND DELIVER
ONE PRE-CAST CONCRETE BUILDING
FOR CAUSTIC SODA AT PINE HILL PUMP STATION**

ECWA PROJECT No. 202000013

Insurance Specs:

The following minimum insurance requirements shall apply to vendors providing services to the Erie County Water Authority (ECWA). If a service or project, in the opinion of ECWA, represents an unusual or exceptional risk, ECWA may establish additional insurance requirements for that service or project. All insurance required herein shall be obtained at the sole cost and expense of the contractor, including deductibles and self-insured retentions, and shall be in full force and effect on the contract commencement date and for the duration of the contract. These requirements include but are not limited to the minimum insurance requirements.

Insurance Requirements:

a. Workers Compensation:

- Part 1: Workers Compensation: Statutory
- Part 2: Employers Liability: \$1,000,000.
- Note: If New York State domiciled employees are used, coverage to be New York Statutory for both Parts 1 and 2

b. New York Disability Benefits Liability: Statutory coverage if New York State domiciled employees are used.

c. Commercial General Liability:

- \$2,000,000. General Aggregate
- \$2,000,000. Products/Completed Operations Aggregate
- \$1,000,000. Each Occurrence
- \$1,000,000. Personal Injury/Advertising Liability
- Erie County Water Authority to be scheduled as an Additional Insured for both on-going and completed operations (attach Additional Insured endorsement to Certificate of Insurance)
- Insurance to be primary and non-contributory
- Per project aggregate shall apply

d. Automobile Liability:

- \$1,000,000. Each Accident
- Erie County Water Authority to be scheduled as an Additional Insured.

e. Umbrella Liability:

- \$5,000,000. Each Occurrence
- \$5,000,000. Aggregate
- Erie County Water Authority to be scheduled as an Additional Insured

Per project aggregate shall apply

- f. **All-Risk Installation Floater:** Builder's risk completed value form based on the total value of the project, providing coverage for work performed, equipment, supplies and materials at the project location, as well as any off-site storage location.

Certificates of Insurance to be provided to ECWA prior to start of work as follows:

ACORD 25 (Item a-e) including copy of Additional Insured Endorsement Note: If coverage provided for NYS domiciled employees require Forms C 105.2 and DB 120.1 for Workers Compensation and NYS DBL.

Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Renewals of Certificates of Insurance, on forms approved by the New York State Department of Insurance, must be received by ECWA 30 days prior to the expiration of the insurance policy period.

Certificates of Insurance and renewals, on forms approved by the New York State Department of Insurance, must be submitted to ECWA prior to the award of contract. Each insurance carrier issuing a Certificate of Insurance shall be rated by A. M. Best no lower than "A-" with a Financial Strength Code (FSC) of at least VII. The professional service provider shall name ECWA, its officers, agents and employees as additional insured on a Primary and Non-Contributory Basis, including a Waiver of Subrogation endorsement (form CG 20 26 11 85 or equivalent), on all applicable liability policies. Any liability coverage on a "claims made" basis should be designated as such on the Certificate of Insurance. Such insurance shall continue through the term of this Agreement and vendor shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Acts Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that vendor has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

To avoid confusion with similar insurance company names and to properly identify the insurance company, please make sure that the insurer's National Association of Insurance Commissioners (N.A.I.C.) identifying number or A. M. Best identifying number appears on the Certificate of Insurance. Also, at the top of the Certificate of Insurance, please list the project number.

Acceptance of a Certificate of Insurance and/or approval by ECWA shall not be construed to relieve the outside vendor of any obligations, responsibilities or liabilities.

Certificates of Insurance should be e-mailed to mmusarra@ecwa.org or mailed to Ms. Molly Jo Musarra, ECWA 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.

APPENDIX C

PREVAILING WAGE RATE SCHEDULE

ERIE COUNTY WATER AUTHORITY

**INSTRUCTIONS AND SCHEDULE OF MINIMUM WAGE RATES ISSUED BY
NEW YORK STATE LABOR DEPARTMENT**

No laborer, worker or mechanic in the employ of the CONTRACTOR or a Subcontractor or other person doing or contracting to do a whole or a part of the work contemplated by this agreement, shall be permitted or required to work more than eight (8) hours in any calendar day, or more than five (5) days in any one week, except in cases of extraordinary emergency caused by fire, flood, or damages to life and property.

The wages to be paid for a legal day's work to laborers, workmen or mechanics under this agreement, shall not be less than the prevailing rate of wages as defined and determined by the Industrial Commissioner of the State of New York, a schedule of which is attached to this contract and made a part thereof, with the same force and effect as though set forth in full herein.

In the performance of the work the CONTRACTOR shall give preference to citizens of the State of New York who have been residents for at least twelve (12) months immediately prior to the commencement of their employment, and persons other than citizens may be employed when citizens of the State of New York are not available. If the above provisions of this contract and the provisions of Sec. 222 of the Law of the State of New York are not complied with, this contract Labor shall be void.

In the hiring of employees for the performance of work under this contract or by subcontract hereunder, the CONTRACTOR or subcontractor, or any persons acting on behalf of the CONTRACTOR or subcontractor, shall not by any reason of race or color discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color.

There may be deducted from the amount payable to the CONTRACTOR by the Water Authority, under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract.

This contract may be cancelled or terminated by the Water Authority and all monies due or to become due hereunder may be forfeited for a second or subsequent violation of the terms or conditions of the preceding paragraph of this contract.

**PUBLIC WORKS - FAILURE TO PAY PREVAILING WAGE
EXCLUSION FROM CONTRACTING OR SUBCONTRACTING**

CHAPTER 147

A. 7314-A

Memorandum relating to this chapter, see Legislative Memoranda, post.

Approved may 24, 1991, effective as provided in Section 3.

An act to amend the labor law, in relation to debarment of public building service
CONTRACTORS

The People of the State of New York, represented in Senate and Assembly, do enact as follows:

SECTION 1:

Paragraph b of Subdivision 3 of Section 220-b of the Labor Law, as amended by Chapter 651 of the Laws of 1989, is amended to read as follows:

- b. When two final determinations have been rendered against a **CONTRACTOR** or subcontractor and/or its successor within any consecutive six-year period determining that such **CONTRACTOR** or subcontractor and/or its successor has willfully failed to pay the prevailing rate of wages or to provide supplements in accordance with this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public work projects are rendered simultaneously, such **CONTRACTOR** or subcontractor and/or its successor shall be ineligible to submit a bid on or be awarded any public work contract with the state, any municipal corporation or public body for a period of five years from the second final determination. For purposes of this article, a successor shall mean an employer engaged in work substantially similar to that of the predecessor, where there is substantial continuity of operation with that of the predecessor.

SECTION 2:

Subdivision 7 of Section 235 of the labor Law, as added by Chapter 777 of the Laws of 1971, is amended to read ad follows:

7. When, pursuant to the provisions of this section two final orders have been entered against a CONTRACTOR or subcontractor and/or its successor within any consecutive six-year period determining that such CONTRACTOR or subcontractor and/or its successor has willfully failed to pay the prevailing wages in accordance with the provisions of this article, whether such failures were concurrent or consecutive and whether or not such final determinations concerning separate public building service contracts are rendered simultaneously, such CONTRACTOR or subcontractor and/or its successor, and if the CONTRACTOR or subcontractor and/or its successor is a corporation, any officer of such corporation who knowingly participated in such failure, shall be ineligible to submit a bid on or be awarded any public building service work for a period of five years from the date of the second order. For purposes of this article, a successor shall mean an employer engaged in work substantially similar to that of the predecessor, where there is substantial continuity of operation with that of the predecessor. Nothing of this subdivision shall be construed as affecting any provision of any other law or regulation relating to the awarding of public contracts.

SECTION 3:

This act shall take effect 60 days after the date upon which it shall have become a law and shall apply to any conduct occurring after such date.

STATE OF NEW YORK
DEPARTMENT OF LABOR

NOTICE TO ALL PUBLIC OFFICIALS IN CHARGE OF
PUBLIC WORK CONSTRUCTION AND ALL CONTRACTORS
AND SUBCONTRACTORS ENGAGED IN PUBLIC WORKS
CONSTRUCTION IN THE STATE OF NEW YORK

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, provides, among other things, that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects including supplements for welfare, pension, vacation and other benefits. These supplements may include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

Article 8, Section 220 of the Labor Law, as amended by Chapter 750 of the Laws of 1956, also provides that the supplements to be provided to laborers, workmen and mechanics upon public works "shall be in accordance with the prevailing practices in the locality..." The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality, and a future determination of the Industrial Commissioner may require the CONTRACTOR to provide additional supplements.

The CONTRACTOR shall provide statutory benefits for disability benefits, workmen's compensation, unemployment insurance and Social Security.

The substance of this notice should be included in your contract.

Signed - Dr. Philip Ross
INDUSTRIAL COMMISSIONER

PW-39 (5-56)

Article 8 of the New York State Labor Law was amended on July 15, 1983 to provide that wages for Public Projects are to be paid pursuant to the existing Bargaining Agreement in the area where the work is to be performed.

Wages are to be paid on this project as hereinafter set forth or pursuant to the Collective Bargaining Agreement in effect in Erie County, whichever are higher.

During the performance of this contract, the CONTRACTOR agrees as follows:

- (a) The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, age, color or national origin, and will take affirmative action to insure that they are afforded equal employment opportunities without discrimination because of race, creed, sex, age, color or national origin or because a person has opposed any practices forbidden under these sections or because he filed a complaint, testified, or assisted in any proceeding under these sections. Such action shall be taken with reference, but not limited to: recruitment, employment, classification, job assignment, promotion, upgrading, demotion, transfer, layoff, discharge, expulsion or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- (b) The CONTRACTOR will send to each labor union or representative of workers with which he has or is bound by a collective bargaining or other agreement or understanding, a notice, to be provided by the State Commission for Human Rights, advising such labor union or representative of the CONTRACTOR'S agreement under clauses (a) through (h) (hereinafter called "non-discrimination clauses) and requesting such labor union or representative to agree in writing, whether in such collective bargaining or other agreement or understanding or otherwise, that such labor union or representative will not discriminate against any member or applicant for membership because of race, creed, sex, age, color or national origin, and will take affirmative action to insure that they are afforded equal membership opportunities without discrimination because of race, creed, sex, age, color or national origin. Such action shall be taken with reference, but not limited to: recruitment, employment, job assignment, promotion, upgrading, classification, demotion, transfer, layoff, discharge, expulsion or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. Such notice shall be given by the CONTRACTOR prior to the commencement of performance of this contract. Such written agreement shall be made by such labor union or representative prior to the commencement of performance of this contract, unless such labor union or representative fails or refuses so to agree in writing, in which event the CONTRACTOR shall promptly notify the State Commission for Human Rights of such failure or refusal.
- (c) The CONTRACTOR will post and keep posted in conspicuous places, available to employee's and applicants for employment, notices to be provided by the State Commission for Human Rights setting forth the substance of the provisions of clauses (a) and (b) and such provisions of the State's laws against discrimination as the State Commission for Human Rights shall determine.

- (d) The CONTRACTOR will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, sex, age, color or national origin.
- (e) The CONTRACTOR will comply with the provisions of Sections 291-299 of the Executive Law and the Civil Rights Law, will furnish all information and reports deemed necessary by the State Commission for Human Rights under these non-discrimination clauses and such sections of the Executive Law, and will permit access to his books, records and accounts by the State Commission for Human Rights, the Attorney General and the Industrial Commissioner for purposes of investigation to ascertain compliance with these non-discrimination clauses and such sections of the Executive Law and Civil Rights Law.
- (f) This contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the contracting agency upon the basis of a finding made by the State Commission for Human Rights that the CONTRACTOR has not complied with these non-discrimination clauses, and the CONTRACTOR may be declared ineligible for future contracts made by or on behalf of the State or a public authority or agency of the State, until he satisfied the State Commission for Human Rights that he has established and is carrying out a program in conformity with the provisions of these non-discrimination clauses. Such finding shall be made by the State Commission for Human Rights after conciliation efforts by the Commission have failed to achieve compliance with these non-discrimination clauses and after a verified complaint has been filed with the Commission, notice thereof has been given to the CONTRACTOR and an opportunity has been afforded him to be heard publicly before three members of the Commission. Such sanctions may be imposed and remedies invoked independently of or in addition to sanctions and remedies otherwise provided by law.
- (g) If this contract is cancelled or terminated under clause (f), in addition to other rights of the Erie County Water Authority provided in this contract upon its breach by the CONTRACTOR, the CONTRACTOR will hold the Erie County Water Authority harmless against any additional expenses or costs incurred by the Authority in completing the work or in purchasing the services, materials, equipment or supplies contemplated by this contract, and the Erie County Water Authority may withhold payments from the CONTRACTOR in an amount sufficient for this purpose and recourse may be had against the surety on the performance bond if necessary.
- (h) The CONTRACTOR will include the provisions of clauses (a) through (g) in every subcontract or purchase order in such manner that provisions will be binding upon each subcontractor or vendor as to operations to be performed within the State of New York. The CONTRACTOR will take such action in enforcing such provisions of such subcontract or purchase order as the contracting agency may direct, including sanctions or remedies for noncompliance. If the CONTRACTOR becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the CONTRACTOR shall promptly so notify the Attorney General and Attorney for the Erie County Water Authority, requesting them to intervene and protect the interest of the State of New York and the Erie County Water Authority.