



# CONTRACT DATA SHEET

Monroe County Division of Purchasing  
200 County Office Building, Rochester NY 14614

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**TITLE:** ASBESTOS REMEDIATION TERM CONSTRUCTION  
CONTRACT (TCC#8)

**CONTRACT #:** 1011-22 (7700000144)

**CONTRACT DATES:** 01/01/2023 – 11/30/2025

**BUYER:** Sean Wilcox  
**PHONE:** 585/753-1136  
**EMAIL:** swilcox@monroecounty.gov

**VENDOR(S):** Environmental Construction Group, Inc.  
PO Box 485  
Wayland, NY 14572  
[sales@environmentalconstructiongroup.com](mailto:sales@environmentalconstructiongroup.com)  
585.657.4223

Sean Wilcox  
Buyer

XC: BP FILE  
VENDOR

## CONTRACT RENEWAL

THIS CONTRACT RENEWAL ("Renewal #2"), which shall be deemed to be dated as of the date the last party executed this agreement, by and between the COUNTY OF MONROE, a municipal corporation located at 39 West Main Street, Rochester, New York, 14614, hereinafter referred to as the "OWNER," and the ROCHESTER PURE WATERS, IRONDEQUOIT BAY - SOUTH CENTRAL PURE WATERS, NORTHWEST QUADRANT PURE WATERS, and GATES-CHILI-OGDEN PURE WATERS DISTRICTS hereinafter referred to as the "DISTRICTS", located at 50 W. Main St., Rochester, NY 14614, and **Environmental Construction Group, Inc.**, with offices located at 14109 West Avenue , Albion, NY, 14411, hereinafter referred to as the "CONTRACTOR."

### WITNESSETH:

WHEREAS, the parties hereto previously entered into an Agreement dated as of January 4, 2023 (the "Agreement"), whereby the CONTRACTOR agreed to provide the following services or project for the OWNER as set forth in the Agreement: **Asbestos Remediation Term Construction Contract - TCC#8 (BP#1011-22)** ; and

WHEREAS, the parties previously renewed the Agreement ("Renewal #1"), dated December 22, 2023; and

WHEREAS, the parties wish to renew the Agreement for an additional term.

NOW, THEREFORE, it is mutually agreed by the parties as follows:

1. The contract shall be renewed for the period of **December 1, 2024 through November 30, 2025**.
2. All other terms and conditions of the original Agreement shall remain in full force and effect.

IN WITNESS THEREOF, Colleen D. Anderson, Purchasing Manager of the COUNTY OF MONROE, and Robert Gibbs Jr, President of Environmental Construction Group, Inc., hereto have executed this Renewal #2 as of the day and year appearing opposite their respective signatures below. By electronically approving this Renewal, both parties agree to all terms and conditions listed in the Renewal document, as well as all attachments included with the document.

## DIGITAL SIGNATURES

**Robert Gibbs**

Digitally signed by Robert Gibbs  
Date: 2024.12.17 11:27:52 EST  
Reason: Signed Via ContrackHQ  
Location: Monroe County

**Colleen Anderson**

Digitally signed by Colleen Anderson  
Date: 2024.12.27 13:00:40 EST  
Reason: Signed Via ContrackHQ  
Location: Monroe County

**FORM OF CONTRACT**  
**TERM CONSTRUCTION CONTRACT**

THIS CONTRACT which shall be deemed to be dated as of the date the last party executed this Contract, by and between the County of Monroe, a municipal corporation located at 39 West Main Street, Rochester, New York 14614, hereinafter referred to as the "OWNER, and Environmental Construction Group, Inc. having a mailing address of P.O Box 485, Wayland, New York 14572 hereinafter referred to as the "CONTRACTOR."

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

**ARTICLE 1 - REQUIRED STANDARD CLAUSES FOR COUNTY CONTRACTS**

Appendix "A" contains the standard clauses for all Monroe County contracts and is attached hereto and is hereby made a part of this Agreement as if set forth fully herein.

**ARTICLE 2 - SCOPE OF WORK**

Asbestos Remediation - Term Construction Contract #8 (TCC#8) consists principally of the furnishing of all superintendence, labor, skill, equipment and material and all other items necessary for the removal and disposal or encapsulation of asbestos at locations directed by the OWNER via Purchase Order(s).

All in accordance with the requirements and provisions of the following Documents prepared by Day Engineering, hereinafter called the CONSULTANT, which were supplied as part of the Bidding Documents, and which Documents are hereby made a part of this Contract, *if applicable*:

- a. Drawings.
- b. Notice to Bidders, Instructions to Bidders, and the Proposal.
- c. Contract forms consisting of the Contract, Appendix A (Standard Clauses for County Contracts), and the bonds.
- d. The General Conditions and Special Conditions.
- e. The Technical Specifications.
- f. Any supplemental information included with the Bidding Documents.
- g. Any and all Addenda.

**ARTICLE 3 - CONTRACT TERM**

The Contract shall extend from Execution of the Agreement through November 30, 2023 with the option to extend for four (4) additional one (1) year periods at the mutual consent of both parties.

**ARTICLE 4 - THE CONTRACT SUM**

- A. Where work is performed by the Prime CONTRACTOR, the OWNER shall pay to the CONTRACTOR for the performance of this term Contract, a sum calculated by multiplying Labor Payment Item authorized under each Purchase Order times the Prime Contractor Multiplier, applied to Routine Work, plus the fee for NYS DOL notification as required. For Emergency Work, the multiplier utilized will be the Prime Contractor Multiplier plus zero point five-zero (0.50). The calculated sum shall include all labor, travel, materials, tools, equipment, disposal, rentals, overhead, bonds, insurance, profit and other contingencies in connection therewith and all in accordance with the CONTRACTOR's Proposal attached hereto and made a part hereof.

**Prime Contractor Multiplier shall be:**

2.55

(Number)

Two Point Five-Five

(In Words)

- B. Where work is performed by a M/WBE subcontractor, the OWNER shall pay to the CONTRACTOR for the performance of this term Contract, a sum calculated by multiplying Labor Payment Item authorized under each Purchase Order, times the M/WBE Subcontractor Multiplier, applied to Routine Work, plus the fee for NYS DOL notification as required. For Emergency Work, the multiplier utilized will be the Contract Multiplier plus zero point five-zero (0.50).

The calculated sum shall include all labor, travel, materials, tools, equipment, disposal, rentals, overhead, bonds, insurance, profit and other contingencies in connection therewith and all in accordance with the CONTRACTOR's Proposal attached hereto and made a part hereof.

**M/WBE Subcontractor Multiplier:**

2.74  
(Number)

Two Point Seven-Four  
(In Words)

C. The OWNER is exempt under Section 1116 of the Tax Law and therefore, no sales tax shall be included in the bids.

**ARTICLE 5 – WRITTEN ESTIMATES**

**A. Routine Work:**

1. Requests for estimates shall be made in writing, by electronic device, or verbal from the OWNER to the CONTRACTOR. The request shall identify the time period for performing the Work.
2. The CONTRACTOR must respond to the request, inspect the site(s), and submit a written estimate of the Work to be performed to the OWNER within seven (7) calendar days of the request.
3. Estimates shall include: (1) the number of labor hours required to perform the Work, times the Contract Labor Rate, times the applicable bid Contract Multiplier, and fee for NYS DOL notification as required, and (2) an M/WBE Utilization Plan specific to the proposed work (the "Project Utilization Plan"), detailing how the Bidder will utilize the MBE and WBE set forth in the Bidder's approved Bid Utilization Plan, which is attached hereto and made a part hereof as a Bidding Document.
4. After the written estimate is submitted to and accepted by the OWNER, a Purchase Order shall be issued to the CONTRACTOR by the OWNER prior to commencement of the Work.

**B. For Emergency Work:**

1. Requests for estimates, the CONTRACTOR's estimate and the OWNER's approval may be electronic or verbal.
2. The CONTRACTOR must respond to the request immediately and be at the Work site within one (1) hour of notification from the OWNER.
3. Estimates shall include the number of labor hours required to perform the Work, times Contract Labor Rate, times an adjusted multiplier, and the fee for NYS DOL notification as required. The adjusted multiplier for Emergency Work will be the applicable Contract Multiply plus zero point five-zero (0.50). The CONTRACTOR shall make best efforts to submit a Project Utilization Plan detailing how the Bidder will utilize the MBE and WBE set forth in the Bidder's Bid Utilization Plan
4. Written OWNER approval will be provided after the Work has started, in the form of a Purchase Order on the following business day.

C. Final invoice cost of Work to the OWNER shall not exceed the CONTRACTOR's estimate and shall be the actual time on site.

**ARTICLE 6 – PURCHASE ORDERS**

- A. A PURCHASE ORDER is defined as the written authorization by the OWNER to the CONTRACTOR to perform a defined quantity of work, as defined in Article 2 of this Agreement.
- B. With the exception to Emergency Work, no Work shall be performed until a written Purchase Order has been issued by the OWNER to the CONTRACTOR. Any work performed by the CONTRACTOR prior to the receipt of the Purchase Order shall be at the CONTRACTOR's own risk.
- C. Each Purchase Order will describe the location, size, and estimated quantity of pipe and appurtenances to be rehabilitated, with a total estimated price for performing the work.

- D. The Work to be completed under each Purchase Order for Routine Work shall commence within ten (10) days after the written authorization of Purchase Order.
- E. The entire Purchase Order shall be completed within the time stipulated in the Purchase Order. If the time stipulated in the Purchase Order extends beyond the time of the Contract, the Contract shall be extended to the completion date of the Purchase Order.

#### ARTICLE 7 – EMERGENCY WORK

- A. The Work to be completed for Emergency Work, as defined in the Instructions to Bidder, is to be started by the CONTRACTOR within one (1) hour of a call from the OWNER and can occur any time.
  - 1. The CONTRACTOR shall have an employee available at all times to address issues and problems, which may arise. This employees shall carry a pager and/or cellular phone and have authority to summon manpower, materials and equipment.
  - 2. The CONTRATOR shall provide the OWNER with the employee's name(s), home phone number(s) cellular phone and /or pager number(s).
  - 3. Failure of the CONTRACTOR's emergency contact employee to respond to three (3) emergency calls in a twelve (12) month period may be cause for termination of the Contract.

#### ARTICLE 8 – REVIEW OF WORK

- A. The Work shall be inspected by the OWNER and the CONTRACTOR's quality of service shall be judged for payment.
- B. The CONTRACTOR shall charge only for hours actually at the site for each Purchase Order. Travel time and transportation costs to, from, and between project sites shall not be charged to the OWNER. These costs as well as supervisory help, clerical help and drivers shall be included in the Contract Multiplier.
- C. The CONTRACTOR shall use only the number of workmen necessary to do the job at hand. Should the OWNER feel the Work is being over-staffed; the staffing shall be reviewed by the CONTRACTOR and the OWNER may limit number of workmen on a particular job in the future and/or terminate the Contract.

#### ARTICLE 9 – PAYMENTS

- A. Payments for the work performed under each Purchase Order of the Contract will be made by the OWNER to the CONTRACTOR based on the terms and conditions stated in the Agreement.
- B. At least five (5) days before the submission of application for payment, the CONTRACTOR shall furnish to the OWNER a complete breakdown of all work performed. This breakdown, when approved, will be used as a basis for preparing an approvable invoice for payment. The CONTRACTOR shall furnish a Monroe County Claim Voucher with each application for payment.
- C. Payments for Routine Work and Emergency Work:
  - A. Routine Work: payments shall be calculated based on multiplying the Contract Labor Rate times the number of hours of the Work performed times the applicable bid Contract Multiplier submitted in the CONTRACTOR's Bid Proposal (Appendix B) plus the fee for NYS DOL notification as required
  - B. Emergency Work: payments shall be calculated based on multiplying the Contract Labor Rate times the number of hours of the Work performed times an adjusted Contract Multiplier plus the fee for NYS DOL notification as required. The adjusted multiplier for Emergency Work shall be the applicable Contract Multiplier plus zero point five-zero (0.50).
- D. The CONTRACTOR shall charge only for hours actually at the site on each particular job. No payment shall be made for time necessary to re-clean in the event of failure of final air sampling or final clearance. Travel time and transportation costs to, from, and between job sites shall not be charged to the OWNER
- E. Neither the final payment nor any partial payment shall constitute acceptance of any defective workmanship or material,

or noncompliance with the Contract Documents.

#### ARTICLE 10 – ACCEPTANCE AND GUARANTEE OF WORK

- A. Upon completion of the work under a Purchase Order, the OWNER shall approve all of the work done and shall, within fifteen (15) days of approval, prepare a final certificate of work done and the value thereof. The OWNER shall upon approval of the final certificate and the application for payment, including a Monroe County Claim voucher submitted by the CONTRACTOR, promptly pay the CONTRACTOR the entire sum due after deduction of all previous payments and amounts to be kept and retained under provisions of this Contract. All prior payments shall be subject to correction in the final estimate and payment.
- B. Before issuance of the final certificate, the CONTRACTOR shall submit evidence satisfactory to the OWNER that all payrolls, material bills and other indebtedness connected to the work have been paid and submit final closeout documents including the following prior to the OWNER issuing final payment:
  - 1. Completion letter on company letterhead and signed by an authorized company representative that states that all asbestos materials identified in the asbestos survey were properly abated and disposed of per all applicable laws and regulations.
  - 2. Submission of all waste shipment record forms signed by the CONTRACTOR, transporter, and landfill operator for each shipment of asbestos waste.
  - 3. Copies of project notifications to the NYS DOL and the US Environmental Protection Agency.
  - 4. Certified payroll records on forms satisfactory to the OWNER.
  - 5. Provision of a complete record of the project including copies of licenses and certifications of personnel, medical and respirator fit testing records, project logs, and OSHA personal sampling reports.
  - 6. Remove and/or restore temporary facilities, services, surplus materials, rubbish and similar appurtenances.
  - 7. Secure from unauthorized entry any vacant structures that have been abated, in the same manner that it was secured prior to the start of the abatement work.
- C. The OWNER, upon approval of the final certificate, and receipt of the close-out documents, shall promptly pay the CONTRACTOR the entire sum so found due thereunder after deduction of all previous payments and amounts to be kept and retained under provisions of this Contract. All prior payments shall be subject to correction in the final estimate and payment.
- D. The CONTRACTOR shall guarantee the work accomplished under this Contract for a period of one year from the date of issuance of final certificate for a Purchase Order. For Work Order values of \$25,000 or greater, the guarantee period shall be considered as work remaining to be completed under this Agreement and shall have a value of one percent (1%) of the final Purchase Order amount during the Guarantee Period. During the Guarantee Period, twice the value of the guarantee (i.e., two percent (2%) of the contract Purchase Order amount) shall be retained by the OWNER.
- E. Upon expiration of the guarantee period, the CONTRACTOR shall submit an invoice for approval to the OWNER for final payment, which shall include any and all monies due to the CONTRACTOR, including the amount withheld during the guarantee period. All prior partial payments shall be subject to correction in the final invoice and payment.

#### ARTICLE 11 – BRAND REFERENCE

- A. Reference to a manufacturer's product by brand name or number with the CONTRACTOR's Bid Proposal, attached as Appendix B, is done solely to establish the minimum quality and performance characteristics required. Alternates that are proposed must have a sufficient operating track record to demonstrate that the equipment will perform as well as the specified brand. The acceptance of a CONTRACTOR'S alternate rests solely with the OWNER.

#### ARTICLE 12 – MATERIALS

- A. The furnishing of all materials shall be the responsibility of, and paid for by the CONTRACTOR.

B. All materials shall be new and unused and shall be essentially the standard product of a manufacturer regularly engaged in the production of such material. The OWNER reserves the right to reject any material or supplier who, although he meets the above requirements, does not provide satisfactory evidence indicating availability and prompt delivery of materials. Items of any one type of material shall be the product of a single manufacturer or supplier. All materials or equipment delivered to the site shall be accompanied by certificates, signed by an authorized officer of the manufacturing company, guaranteeing that the materials conform to Specification requirements. Such certificates shall be immediately turned over to the OWNER. Materials delivered to the site without such certificates will be subject to rejection.

C. Prior to award of the Contract and within forty-eight (48) hours of request by the OWNER, the CONTRACTOR shall furnish for approval the identification of the materials to be used and all samples and testing data as required by the technical specification. The submittal shall include the identification of the availability of all materials. Work shall be in accordance with the approved materials.

D. The CONTRACTOR shall have the full continuing responsibility to install all materials supplied and purchased, to protect the same, to maintain them in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the OWNER until such time as the work covered by the Contract is fully accepted by the OWNER.

#### ARTICLE 13 - INSURANCE

**This article supersedes "Section 2. Insurance" in the Standard Clauses for County Contracts referenced in Article 1.**

A. The CONTRACTOR shall secure and maintain for the entire length of the Contract, including the guarantee period, insurance policies, protecting the CONTRACTOR and his Subcontractors, including their officers, officials, employees and agents, from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly. The following occurrence-based insurance policies with insurance companies authorized to do business in New York State are required:

1. Statutory New York State Worker's Compensation and Disability insurance.
2. General Liability Insurance; occurrence form; single limits of liability \$1,000,000; aggregate limits of liability in a minimum amount of \$3,000,000. This coverage may be in the form of a single policy or a basic policy plus umbrella coverage. This coverage shall include CONTRACTOR's Protective Liability covering operations of Subcontractors and CONTRACTOR whose work encompasses storage of use of explosives shall provide evidence of blasting coverage. If any of the rating classifications embody property damage exclusions X (explosion), C (collapse) or U (underground), coverage eliminating such exclusions must be provided with same limits. Original certificates and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement.
3. Contractual Liability covering Hold Harmless Clause.
4. Automobile Liability and Property Damage coverage for owned, non-owned, and hired vehicles. (Bodily Injury \$1,000,000 each person, \$1,000,000 each accident; Property Damage \$1,000,000 each accident), or a combined single limit policy of \$1,000,000 (bodily injury and property damage).
5. All Risk Builders Risk or All Risk Installation Floater, as appropriate, in an amount equal to one hundred percent (100%) of the amount of the Contract, specifying the OWNER as Named Insured.
6. CONTRACTOR whose Contract encompasses hazardous material work in any part shall provide a certificate evidencing insurance coverage of such work on an occurrence basis. Insurance policies excepting coverage for hazardous materials are not acceptable.

B. All insurance carriers for the policies of insurance required herein must carry an "A" or better BEST rating.

C. The County of Monroe and the OWNER if different than the County, its officers, officials, employees, agents and CONSULTANT must be named as an Additional Insured on the CONTRACTOR's General Liability and Automobile Liability policies, and on any Excess/Umbrella policies if required to meet the minimum liability thresholds. The policy(ies) must be endorsed by the insurance carrier to authorize the additional insured designations. The CONTRACTOR's coverage shall be specified as primary.



- D. Certification of such insurance shall be filed with the OWNER and CONSULTANT prior to Contract signing and shall be subject to approval for adequacy of protection. Said certificates of insurance shall contain a thirty (30) day written notice of cancellation in favor of the OWNER. The evidence of coverage required therein shall be provided on the County's certificate form or an ACORD form.
- E. The above outlined insurance requirements are the minimum during construction.
- F. During the guarantee period, CONTRACTOR may furnish completed operations liability insurance in a minimum amount of \$1,000,000 each occurrence, \$3,000,000 aggregate in lieu of the coverage required by paragraph a. above. Prior to the release of the semi-final payment, the CONTRACTOR shall provide a certificate of insurance for this coverage which may not be canceled prior to the end of the guarantee period.

#### ARTICLE 14 - RIGHTS OF OWNER

OWNER'S failure to exercise any of its rights under this Contract, including its right to terminate the work or to withhold payment, shall not constitute a waiver by the OWNER of any such rights. No inference of waiver of any option or right of the OWNER shall be drawn from OWNER's failure to enforce such rights or CONTRACTOR's failure to complete any portion of the work in accordance with any interim date, final date or any other deadline agreed upon as part of the project construction schedule. CONTRACTOR shall remain liable for any damages arising from its failure to perform in accordance with the schedule, notwithstanding any action or failure to act by OWNER, including but not limited to any delay in or failure to: terminate the Contract; send any notice to the CONTRACTOR; or to take any action required or permitted by OWNER under this Contract.

#### ARTICLE 15 - OWNER'S RIGHT TO TERMINATE AND/OR COMPLETE CONTRACT

Should the CONTRACTOR become insolvent, or should he refuse or neglect to perform the work in a proper manner and as directed by the OWNER, or otherwise fail in the performance of any of his obligations under this Contract, and Surety after proper request fails to complete the Contract, then the OWNER, upon the certificate of the CONSULTANT that sufficient cause exists to justify such action, and after giving the CONTRACTOR and his Surety seven (7) calendar days written notice, may, without prejudice to any other right or remedy, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such cases, no further payment shall be made to the CONTRACTOR until the work is completed, at which time, if the unpaid balance of the Contract price shall exceed the expense of finishing the work, such excess shall be paid to the CONTRACTOR. Should such expense exceed the unpaid balance, the CONTRACTOR and his Surety shall pay the difference to the OWNER. The OWNER shall audit and certify the expense incurred by him in finishing the work and the damage incurred through the CONTRACTOR'S fault.

#### ARTICLE 16 - DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the term of this Contract or following the completion of Work, the OWNER and the CONTRACTOR agree that all disputes between them arising out of or relating to this Contract shall first be submitted to non-binding mediation unless the parties mutually agree otherwise. After direction by the CONSULTANT to proceed with the disputed work, and throughout the mediation procedures, the CONTRACTOR shall diligently proceed with the performance of the Contract and in accordance with all instructions of the CONSULTANT.

The OWNER and the CONTRACTOR further agree to include a similar mediation provision in all contracts with independent contractors, subcontractors and subconsultants retained for the project and to require all independent contractors, subcontractors and subconsultants also to include a similar mediation provision in all contracts with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those contracts.

#### ARTICLE 17 - OTHER AGENCIES

The CONTRACTOR(S) must honor the prices, terms and conditions of this contract with political subdivisions, school districts, fire districts or other district or public authority located entirely or partly within Monroe County. Usage of this contract by any of these other political subdivisions or agencies or corporations will have to be coordinated between that subdivision or agency or corporations and the CONTRACTOR. Orders placed against this contract between any subdivision or agency or corporation will be contracts solely between the CONTRACTOR(S) and those entities. Monroe County will not be responsible for, nor will it have any liability or other obligation for, such contract between the CONTRACTOR(S) and any third party.

IN WITNESS WHEREOF, Colleen D. Anderson, Purchasing Manager of the COUNTY OF MONROE, and Robert Gibbs Jr, President of Environmental Construction Group hereto have executed this Contract as of the day and year appearing opposite their respective signatures below. By electronically approving this Contract, both parties agree to all terms and conditions listed in this Contract, as well as all attachments included with the Contract.

**APPENDIX A**  
**STANDARD CLAUSES FOR COUNTY CONTRACTS**

See attached document.

## **ATTACHMENTS**

### **BIDDING DOCUMENTS**

As indicated in Article 2, Scope of Work, of the Form of Agreement, the CONTRACTOR hereby agrees to perform the Scope of Work in accordance with the requirements and provisions of the following documents, which were supplied as part of the Bidding Documents. The following documents are hereby made a part of this Contract, if applicable to the services listed in Article 2 of this Contract. By electronically approving this contract, the Contractor agrees to all attachments included in this contract document, if applicable, as related to the terms and conditions listed in the Contract.

- a. Drawings.
- b. Notice to Bidders, Instructions to Bidders, the Proposal, and the approved Bid Utilization Plan.
- c. Contract forms consisting of the Contract, Appendix A (Standard Clauses for County Contracts), and the bonds.
- d. The General Conditions and Special Conditions.
- e. The Technical Specifications.
- f. Any supplemental information included with the Bidding Documents.
- g. Any and all Addenda.

## DIGITAL SIGNATURES

**Robert Gibbs**

Digitally signed by Robert Gibbs  
Date: 2022.12.28 07:54:55 EST  
Reason: Signed Via ContractHQ  
Location: Monroe County

**Colleen Anderson**

Digitally signed by Colleen Anderson  
Date: 2023.01.04 16:06:40 EST  
Reason: Signed Via ContractHQ  
Location: Monroe County