

PROJECT MANUAL

SUNY Erie Community College City Campus 2021 Ellicott Street Building Clay Tile Roof Repair

121 Ellicott Street
Buffalo, NY 14203

DATE: November 14, 2022

ECDPW PROJECT #: 2019-955-02

BID DATE: DECEMBER 13, 2022



MARK C. POLONCARZ
COUNTY EXECUTIVE

DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

WILLIAM E. GEARY
COMMISSIONER OF PUBLIC WORKS

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

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COUNTY OF ERIE
NOTICE TO BIDDERS
SUNY ECC City Campus 2021 Ellicott Street Building Clay Tile Roof Repair
ECDPW PROJECT NO. 2019-955-02

Sealed bids for General Construction work at the above County facility will be received by the County's Commissioner of Public Works in Suite 1400 of the Rath County Office Building, 95 Franklin Street, Buffalo, New York 14202 until 10:30 AM local time on Tuesday December 13, 2022; at which time they will be opened and read aloud.

The bidding documents, specifications, and drawings may be downloaded from the Erie.gov website <http://www2.erie.gov/dpw/>, ON-LINE BID RETRIEVAL, or examined at the following offices:

Erie County Department of Public Works
Office of the Commissioner
Rath County Office Building
95 Franklin Street, Suite 1400
Buffalo, NY 14202

Construction Exchange of Buffalo & WNY
2660 William Street
Cheektowaga, NY 14227
<http://www.conexbuff.com/>

Bids will not be accepted unless the bid package is downloaded directly from www.erie.gov/dpw so that contact information is captured by ECDPW for bid addenda and communication.

A Pre-Bid Conference/Site visit will be held at 10:00 AM on Monday November 21, 2022. Contractors are to convene at 121 Ellicott Street, City Campus building Main Lobby, to review the scope of the project and respond to questions from the bidders.

Each proposal must be accompanied by a Bid Bond of five percent (5%) of the amount of the bid payable unconditionally to the County of Erie.

The Contractor's attention is drawn to the provisions in the General Conditions establishing a Minority/Women Business Utilization requirement for this project. Contractors are advised that by submitting a signed and sealed bid proposal they are agreeing and committing to the WBE/MBE requirements contained in this project.

The Contractor's attention is further drawn to requirements for Contractor's participation in a New York State Certified Apprenticeship Training Program. **In addition, the Contractor shall be advised that provisions set forth by Erie County Executive Order #18 ("EO #18") may apply.**

Attention of bidders is called to the fact that if a prospective bidder is not registered as a bidder with the Office of the Commissioner of Public Works by virtue of his/her downloading of the bidding documents, then notices of contract addenda or other significant matters related to the contract proposal or bid will not be communicated to said prospective bidder.

The County of Erie reserves the right to reject any or all bids and waive any informality.

WILLIAM E. GEARY
Commissioner of Public Works
Rath County Office Building
95 Franklin Street, Suite 1400
Buffalo, NY 14202

DATED: November 14, 2022

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

INFORMATION FOR BIDDERS

1. THE PROJECT CONSISTS OF:

- A. Built in 1901 as a post office, the downtown campus building for the Erie County Community College is a five-story, granite clad masonry structure with a steep slope, multi-dormered clay tile roof on the exterior face of its gabled roofs with asphalt shingles on the back side.

The scope of the project consists of a careful lift and relay of all the existing Spanish clay roof tile. The reinstallation of the tile will include reattaching each tile with stainless steel screws, and the installation of wind nose clips at the bottom edge of all four turrets' field and hip ridge tiles. New matching field tile and hip ridge and hip starter tiles with the required hole for the nose wind clips shall be provided. Salvaged tiles from the turrets will be used to replace missing and broken tile for the remainder of the roofs. To facilitate the roof tile removal adjacent copper ridge caps and turret finials are to be salvaged, stored, and reinstalled in their original locations. Existing steel snow fences are to be salvaged, refurbished, and reinstalled. The replacement of the center courtyard skylight will be occurring simultaneously which will require careful coordination between contractors for phasing, staging, and scaffolding. The project is anticipated to be a two-year project. All "Flexim" synthetic mortar to be removed and replaced with Type "M" mortar typical.

2. RECEIPT AND OPENING OF PROPOSALS

- A. Sealed bids for the project (separately submitted based on the above type of construction work) will be received by the Department of Public Works, Office of the Commissioner, 14th Floor, Rath County Office Building, 95 Franklin Street, Buffalo NY 14202 until 10:30 AM local time on Tuesday December 13, 2022, at which time they will be publicly opened and read aloud.

3. ARCHITECT/ENGINEER

- A. For the purpose of this contract, the Architect as defined in the General Conditions, shall be:

Bell and Spina, Architects-Planners, PC.

- B. Direct all inquiries concerning these documents to:

Name: Neil W. Garry, PE

Address: 1160-C Pittsford-Victor Road, Pittsford, New York 14534

Phone: (585) 200-5038

Cell Phone: (315) 416-2808

E-Mail: NGarry@bellandspina.com

4. SITE VISITATION / PRE-BID CONFERENCE

- A. A Pre-Bid Conference will be held at 10:00 AM on Thursday November 21, 2022 at the Main Lobby of the City Campus building to review the scope of the project and respond to any questions from bidders.
- B. Prospective Bidders shall assemble promptly on the date indicated at 121 Ellicott Street, Buffalo, NY 14203.

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5. PREPARATION OF PROPOSALS

A. Submit proposal on the enclosed form. Enclose in sealed envelope bearing the title of the work and the name of the Bidder. Bidders shall submit all of the following to be considered :

- 1) Proposal Form, included herein, inclusive of the following:
 - 1) Base Bid Price
 - a) The Base Bid Price is inclusive of any associated allowances for a given Contract within the Project. If allowances are associated with the Project, note that the contractor is to include an overhead and profit markup for the entirety of a Lump-Sum Allowance. See Specification 012100 – Allowances included in the Project Manual for more information.
 - 2) Completion Time
 - 3) Alternate Pricing (if applicable)
 - 4) Unit Pricing (if applicable)
 - 5) Substitutions (if applicable)
 - 6) Acknowledgement of all Addenda
 - 7) Non-Collusive Bidding Certificate
 - 8) Company information with Owner Signature
 - 9) Apprenticeship Certification (if applicable; see the proposal form and Section 10 of the General Conditions for more information)
 - 10) Contractors Own Workforce – See Section 3.18 of the General Conditions for more information
 - 11) Equal Pay Certification - See Sections 8.04 and 8.07 of the General Conditions for more information
 - 12) Erie County Executive Order #18 Attestation and Statement of Workforce (if applicable; See the proposal form and Section 8.08 of the General Conditions for more information)
 - 13) Drug and Alcohol Testing Compliance Form
- 2) Experience Questionnaire conforming to the New York Vendor Responsibility Questionnaire For-Profit Construction (Form CCA-2) as included within the project manual.
 - 1) **NOTE** – Failure to submit the completed Responsibility Questionnaire referenced above with the sealed bid proposal shall render the bid non-responsive and the bid shall not be considered in accordance with Erie County Local Law 2-2021.
 - 2) Form CCA-2 should be provided with the seal bid proposal in its entirety, inclusive of Attachments A through C.

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- 3) If the contractor is already enrolled in the New York State's system, the contractor is permitted to print out their packet from, in its entirety, to provide within their respective sealed bid proposal submission.
- 4) All documents related to the CCA-2 Questionnaire can be found in the front end of the project manual and can also be found at the link below

<https://www.osc.state.ny.us/state-vendors/vendrep/profit-construction-questionnaire-cca-2>

- 3) Erie County Minority/Women Business Enterprise Utilization Report – Part A included herein (if applicable; See the proposal form and Section 8.06 of the General Conditions for more information).
 - 4) Bid Bond in an amount not less than five percent (5%) of the base bid.
- B. In case of a difference between the stipulated amount of the proposal written in words and the stipulated amount written in figures, the stipulated amount stated in written words shall govern.
 - C. Proposals shall not contain any recapitulations of the work to be done. Alternate proposals will not be considered unless called for. Oral proposals or modifications will not be considered.
 - D. Any Bidder may withdraw their proposal, either personally or by fax or written request, at any time prior to the scheduled closing time for receipt of proposals.
 - E. All proposal forms submitted by a bidder requiring a bidder's signature must bear an original signature signed in ink. Proposals submitted without original signatures will be rejected.

6. AWARD OR REJECTION

- A. The Contract for each phase of the work will be awarded to the lowest qualified responsible Bidder. The Owner reserves the right to reject any or all proposals or to waive any informality. All proposals shall be good for 90 days from date of opening. Award of contract is anticipated in February 2023.
- B. For the purpose of determining the lowest responsible bidder, the County shall compare all base bids plus any add or any deduct Alternate Bid items. Unit prices set forth in the proposal shall not be considered in determining the lowest responsible bidder.
- C. The County reserves the right to accept or reject any and all Alternate Bid Items in any order. The low-bidder will be determined based on the base scope of work and the alternates selected by the Owner, if applicable.
- D. The County reserves the right to deem a contractor "Non-responsible" in accordance with Erie County Local Law No. 2-2021

7. INTERPRETATION OF DOCUMENTS

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
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- A. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the Drawings, Specifications or other Contract Documents, or finds discrepancies in or omissions from the Drawings or Specifications, he may submit to the Architect - Engineer a written request for an interpretation or correction thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation or correction of the documents will be made only by Addendum duly issued and a copy of the Addendum will be forwarded to each person receiving a set of the Contract Documents. Neither the Owner nor the Architect - Engineer will be responsible for any other explanations or interpretations of the Contract Documents.

8. ADDENDA

- A. Any Addenda issued during the time of bidding shall be covered in the proposal, and shall be made a part of the Contract Documents. Receipt of each Addendum shall be acknowledged in the proposal.
- B. A final addendum will be issued no later than Wednesday, December 7, 2022. Requests for interpretation or correction (RFI) shall be submitted to the Architect no later than 5:00 PM on Monday December 5, 2022.

9. BID BOND

- A. Each proposal must be accompanied by a Bid Bond in form similar to American Institute of Architects Document No. A-310 in an amount not less than five percent (5%) of the base bid.
- B. Should the Bidder, if awarded the Contract, fail to execute the Agreement within five (5) days in accordance with the proposal and other Contract Documents the Bid Bond amount shall be forfeited to the Owner as liquidated damages caused by such failures.

10. PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

- A. The bidder or bidders whose proposal is accepted shall furnish a Performance and Labor and Materials Payment Bond to the County of Erie in the penal amount of 100% of the contract price, if the contract is based upon a time and material price, or 100% of the estimated cost if the contract is based upon a unit price, such bond to be duly executed by the bidder as principal and by a duly incorporated company authorized to guarantee the performance of contracts and to do business in the State of New York, as surety. The Bond shall be on a form approved by the County Attorney, a copy of which is included herein.

11. QUALIFICATIONS OF BIDDERS

- A. The Bidder shall submit all documents as described in Section 5 above.
- B. All prospective bidders are hereby notified that they must be able to prove to the satisfaction of the Owner that they are a responsible bidder and have the skill and experience, as well as the necessary facilities, ample financial resources, organization and general reliability to do the work to be performed under the provisions of the contract in a satisfactory manner and within the time specified.
- C. At the request of the Owner, within forty-eight hours (48) after the opening of the proposals, the lowest three bidders, if requested, must submit, in duplicate, to the Owner a current financial statement certified to be true and correct by a certified public accountant or an officer or principal of the bidder.

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- D. Each bidder must be prepared to show to the satisfaction of the Owner that he has sufficient liquid assets available for the project upon which he is bidding. The Owner does not regard credit, borrowed money, equity in real estate, life insurance, reserves representing pre-payment of taxes and life insurance, and other expenses, deposits held as security for other contracts, capital of proposed sub-contractors, capital stock of the contractor, and similar items, as liquid assets available for the work to be performed under the contract.
- E. A bidder must also be prepared to prove to the satisfaction of the Owner that he has successfully completed a contract of similar work in an amount of not less than 25 percent of the amount of the proposed contract.
- F. Each bidder must comply promptly with all requests by the Owner for information and must actively cooperate with the Owner in its efforts to determine whether the bidder is qualified.
- G. The award of the contract shall not be construed as a guarantee by the Owner that the plant, equipment and the general scheme of operations and other data submitted by the bidder with or after their proposal is either adequate or suitable for the satisfactory performance of the work.

12. ACKNOWLEDGEMENTS

- A. All acknowledgements of Contractor and Owner, Principal and Surety shall be subject to the approval of the Erie County Attorney, State of New York.

13. EQUIVALENT MATERIAL OR EQUIPMENT

- A. Whenever a specific material or equipment item is named in the plans or specifications, the Contractor shall furnish the material or equipment thus named, unless: (1) in the Bid, the contractor names another item which he proposes as the full equivalent of the named item, and in executing the Contract the Owner accepts such substitution; or (2) the Owner subsequently approves a substitution during the course of project construction by Change Order.

14. LIST OF PROPOSED SUBCONTRACTORS

- A. The low bidder, or three low bidders if requested, shall submit a complete list of sub-contractors he proposes to use not later than 48 hours after receipt of bid proposals.
- B. Sub-contractor list shall be delivered to the Architect with a copy for the Owner.
- C. Execution of the Contract by the Owner without objection to any name on said list shall constitute an acceptance of the same. Should the Owner request that a different sub-contractor be proposed for any phase of the work, the bidder shall comply with such requests until a sub-contractor acceptable to the Owner is proposed. No sub-contractor approved by the Owner may be replaced unless replacement is approved by the Owner.

15. NON-COLLUSIVE BIDDING CERTIFICATE

- A. Attention of all bidders is called to provisions of State Law requiring the bid itself to contain a certificate that there has been no collusion in the preparation or submittal of such bid. (See pertinent portion of Proposal Form.)

16. SALES TAX EXEMPTION

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
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- A. The Owner is an exempt organization under the Tax Law and is exempt from payment of Sales and Compensating Use Taxes of the State of New York and cities and counties of the State on all materials sold to the Owner pursuant to the provisions of the Contract. These taxes are not to be included in bids.
1. Section 115 (a) (15) of the Tax Law provides that tangible personal property sold to a Contractor for use in erecting a structure or building for an exempt organization is exempt from the Sales and Compensating Use Tax of the State of New York and of cities and counties of the State provided such tangible personal property is to become an integral component part of such structure, building, or real property.
 2. There is no exemption from the Sales or Use Tax on sales or charges to a Contractor or sub-contractor for the purchase or lease of supplies, machinery, equipment, tools, services, etc., used or consumed in the completion of the Contract. The Contractor and its sub-contractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes on such items.

17. BIDDING DOCUMENTS

- A. Drawings, Specifications and other Bidding Documents must be downloaded from the Erie.gov website <http://www2.erie.gov/dpw/>, ON-LINE BID RETRIEVAL, unless stated otherwise in the Notice to Bidders. Electronic pdf files of the Bid Documents will be available for each Prime Contract Bidder for purposes of preparing a bona fide Proposal.

18. EXISTING CONDITIONS

- A. It shall be the responsibility of each and every bidder to thoroughly investigate all existing conditions and he shall acquaint themselves with existing conditions, insofar as it may affect their work and/or bidding.
- B. The Bidder, before submitting a proposal, shall satisfy themselves fully as to the work called for on the Contract Documents, and to the working conditions and condition of the site, including the existence of other facilities and/or structures on, over or under the site which may interfere with, or make more difficult, the performance of the Contract.
- C. The signature of the Bidder upon the proposal form shall constitute a certification to the Owner that such Bidder is fully informed regarding all the conditions affecting the work to be done, that such information was secured by personal investigation and that such Bidder accepts full responsibility for their bid.
- D. If a Bidder should encounter any condition not provided for in the Contract Documents that will affect their bid or the performance of their contract obligations, should he be the successful bidder, he shall notify the Architect, in writing, at least five (5) days prior to opening of bids.

19. WAGE RATES

- A. It is hereby agreed by the parties to this contract that all laborers, workmen and mechanics employed on the work done in performance of said contract shall be paid not less than the rate of wages listed on the current prevailing rate schedule issued by the New York State Department of Labor for the trade or occupation of such laborer, workmen, or mechanics, and any supplements thereto.
- B. The wage rates and supplemental benefits to be paid such laborer, workmen or mechanics shall always be those prevailing at the time the work is being performed.

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- C. A copy of the current "Prevailing Rate Schedule" is attached hereto for convenience. The wage rates and supplemental benefits listed thereon are subject to change and may be superseded by any schedule hereafter issued by the New York State Department of Labor. Any such revised schedules shall be attached hereto and become a part of this contract, but this will in no way alter the contract amount or any provisions of said contract.
- D. It is the responsibility of the Contractor to remain familiar with the currently applicable schedule.
- E. Should the Contractor employ laborers, workmen or mechanics engaged in any trade for which a wage rate is not stipulated in the attached schedule, or any supplements thereto, he shall obtain the appropriate wage rate from the New York State Department of Labor before employing the laborer, workman or mechanic.
- F. Section 220-a of the New York State Labor Law requires the Contractor and each of its sub-contractors to place on file with the Owner, certificates relating to the final payment of wages and supplements for Labors on this Project. Samples of the required certificates immediately follow this section and are designated as PICC-1 (Sub-contractor Certification) and PICC-2 (Prime Contractor Certification, pages 1 & 2). The Contractor and each of its sub-contractors acknowledge that no final payment can be made to the Contractor unless the necessary certifications, properly executed, accompany the final payment request.
- G. If a Contractor or sub-contractor has had one final determination by the New York State Department of Labor that it willfully failed to pay or provide the prevailing rate of wages or supplements to its employees, the contractor or sub-contractor will be ineligible to tender a bid.

20. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA)

- A. It is the contractor responsibility to submit proof of OSHA 10 certification for all employees performing work on a job site associated with the Project. OSHA 10 certification can be submitted through the LCPtracker software system.

21. DRUG & ALCOHOL TESTING PROGRAM COMPLIANCE

- A. Due to the safety-sensitive nature of the work that Commercial Driver Licensed (CDL) employees may perform on this project, the low bidder, if requested, shall submit acknowledgment of Drug and Alcohol Testing Compliance Form DA-1 included herein within three (3) days after receipt of proposals.

END OF SECTION



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Erie County DPW

Natalie Tan, Assistant Architect
95 Franklin st
Buffalo NY 14202

Schedule Year 2022 through 2023
Date Requested 10/10/2022
PRC# 2022011473

Location Erie Community College City
Project ID# 2019-955-02
Project Type Building-wide removal of existing clay tile units and re-securement.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2022 through June 2023. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

NAME OF BIDDER

BID SUBMITTED BY:

PROPOSAL FOR:

GENERAL CONSTRUCTION WORK

**SUNY ECC City Campus 2021 Ellicott Street Building
Clay Tile Roof Repair
2021 Ellicott Street, Buffalo, NY 14203**

TO: William E. Geary, Commissioner of Public Works
Erie County Department of Public Works
Rath Building, 95 Franklin Street, Suite 1400, Buffalo, NY 14202

Commissioner Geary:

Pursuant to and in compliance with your advertisement for Bids, the undersigned offers to furnish all materials and all plant, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the construction work, as required by and in strict accord with the contract documents dated 11/14/2022 entitled: "*SUNY ECC City Campus 2021 Ellicott Street Building Clay Tile Repair*" including all Addenda for the following sum of:

BASE BID (including allowance):

/100 DOLLARS (\$))

Completion: We agree to complete this work within _____ calendar days from the Notice to Proceed.

CAUTION: Be advised that Erie County Local Law No. 3-2018 will be enforced. All bidders submitting bids with a value in excess of \$250,000 must adhere to the provisions detailed within this Proposal and Section 10 of the General Conditions. For consideration, bidders must (1) check the appropriate box and (2) enclose the corresponding paperwork.

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
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CAUTION: ERIE COUNTY EXECUTIVE ORDER #18: The project contemplated by these Bid Specifications may be subject to Erie County Executive Order #18 ("EO #18") which is included along with its Rules and Regulations for reference in Appendix "D" to the General Conditions of this Bid. All bids with a value that meets or exceeds \$250,000 must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto. Any bids received which do not include such attestation or include an incomplete attestation will be deemed non-compliant and will not be considered for award. Should it be determined that the project is subject to EO #18, Contractor must provide county with a fully executed and verified Local and Disadvantaged Worker Compliance Certification prior to final execution of an award agreement.

CAUTION: All compliance reporting required for Erie County Local Law No. 3-2018 and Executive Order #18 shall now be completed via LCPtracker. The County will be available to assist with any reasonable training requests and support, as necessary.

NOTE: Lump-Sum Allowances are to include an Overhead and Profit (O&P) Margin. Unit-Price Allowances are NOT to include an O&P Margin. O&P for unit prices are to be included in the unit price. See Specification 012100 – Allowances for more information.

NOTE: As of April 6, 2021 the County of Erie is requiring a new experience questionnaire form. Please reference Section 5 of the Information to Bidders included within the project manual for detailed information.

SUMMARY OF WORKFORCE AND MINORITY/WOMEN BUSINESS COMMITMENT

Requirement	Applicable when Contract value meets or exceeds:	Reference
Erie County Executive Order No.18	\$250,000	General Conditions Section 8.08
New York State Certified Apprenticeship Training Program	\$250,000	General Conditions Section 10
Minority/ Women Business Enterprise	\$100,000	General Conditions Section 8.06
General Minority and Women Workforce Goals	All Contracts	General Conditions Section 8.05
Equal Pay Certification	All Contracts	General Conditions Sections 8.04 & 8.07

***Refer to Supplemental General Conditions for any modifications to the above**

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General Construction Contingency Allowance: See Allowances: Section 012100 Contractor is to include an allowance of **\$100,000.00** in the bid price for unforeseen and/or emergency conditions and general work over and above what is documented on the construction documents. The remained of the applicable specifications and notes apply to the additional work.

UNIT PRICES

Unit pricing must be provided with your initial response. Unit Prices shall include: Materials - Field costs and accessories required for install inclusive of waste, Labor - Transportation & freight, installation, stand-by costs for other trades, shop & field labor (inclusive of supervision & engineering), Misc. - Engineering, calculations, submittals, temp utilities, escalation, insurance, overhead, profits, bonds, etc. Unit Prices shall apply to any quantity of work associated with this project ("no minimums"). Deduct pricing shall equal addition pricing. Erie County Department of Public Works reserves the right to NOT use the unit prices & instead request a Labor / Material breakdown for a particular item.

Unit Price no.: See Section 01 2200

1.	Wood Batten Replacement (1x4)	+ \$____./LF
2.	Wood Batten Replacement (2x4)	+ \$____./LF
3.	Additional field tile	+ \$____./EA

SUBSTITUTIONS

If awarded a contract based on the above proposal, we will use materials and equipment specified with the following exceptions:

<u>ITEMS</u>	<u>MANUFACTURER'S NAME AND PRODUCT DESCRIPTION</u>

It is understood that if any of the above proposed substitutions are not accepted by the Owner, we will furnish the product named in the specifications. Substitutions are not permitted after the award of contract.

ADDENDA:

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

The foregoing proposal covers the following Addenda:

(Here list, by number, each addendum issued prior to bidding.)

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
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NON-COLLUSIVE BIDDING CERTIFICATE.

1. By submission of this bid, the bidder and each person signing on behalf of the 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 or its knowledge and belief:
 - a. The prices in this bid have been arrived at independently with no 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; and
 - b. 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
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit a bid for the purpose of restricting competition; and
 - d. If the bidder is a corporation, this certificate is and shall be deemed to have been authorized by the board of directors of the bidder, and such authorization is and shall be deemed to include the signing and submission of the bid and the inclusion therein of this certificate of non-collusion as the act and deed of the corporation.
2. Pursuant to 103-d, General Municipal Law, a bid shall not be considered for award nor shall any award be made where the above Non-Collusive Certificate, Paragraphs 1, (A), (B), (C), and (D) have not been complied with, unless explained, justified and legally excused in accordance with said law.

This proposal and/or contract shall be governed by New York State Law.

The undersigned agrees together into a contract for the above stated compensation, under the terms and conditions outlined, plus any other conditions mutually agreed upon.

NAME OF FIRM: _____ Federal Tax ID No.: _____

AUTHORIZED SIGNATURE: _____

PRINTED OR TYPEWRITTEN
NAME OF SIGNATORY: _____

TITLE: _____

ADDRESS: _____

PHONE No.: _____ FAX No.: _____

EMAIL ADDRESS: _____

DATE: _____

SEAL IF BIDDER
IS A CORPORATION

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

**NEW YORK STATE CERTIFIED APPRENTICESHIP
TRAINING PROGRAM CERTIFICATION**

Pursuant to Erie County Local Law 3-2018 the following MUST be submitted along with supporting documentation unless the Contracting Agency has otherwise determined under Section 2f of the Erie County Rules and Regulations that the New York State Certified Apprenticeship Training Program does not apply.

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

- ☐ Enclosed is a copy of the certification of approval of the New York State Certified Apprenticeship Training Program (NYSCATP) by the New York State Department of Labor which, as Bidder, will use in connection with the construction contract. Also Enclosed is a written plan demonstrating how apprentices will be utilized by the Bidder As Prime Contractor or by the Subcontractor(s) to the Bidder as Prime Contractor. Such Plan shall include at a minimum:

Please check all items i through vi to acknowledge compliance:

- ☐ i. An organized written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
 - ☐ ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
 - ☐ iii. Equal employment and affirmative action plans;
 - ☐ iv. Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff;
 - ☐ v. A minimum of ten percent (10%) of the total construction workers. Trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must be consist of persons participating in a NYSCATP; and
 - ☐ vi. In all cases, such Certified Apprenticeship Training Program must be specific to the type and scope of work which is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.
- ☐ Enclosed is a detailed explanatory written statement as to the inapplicability of Apprenticeship participation due to: the lack of career opportunities in NYSCATP Approved by New York State Department of Labor Commissioner; OR the magnitude of the construction contract which would make use of apprentices impracticable.

SIGNATURE

COMPANY NAME

DATE

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

CONTRACTOR'S OWN WORKFORCE

(This form must be submitted with the Contractor's bid proposal)

Pursuant to Section 3.18 – Contractor's Own Workforce, of the General Conditions, the Contractor submitting a bid proposal acknowledges that they will perform a minimum of 25% of the work with their own workforce as follows:

Task	Value of Work
Total Value of Workforce	
Percentage of Total Bid	%

SIGNATURE

COMPANY NAME

DATE

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

Erie County Equal Pay Certification

In order to comply with Executive Order 13 dated November 6, 2014, we hereby certify that we are in compliance with federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964, Federal Executive Order 11246 of September 24, 1965 and New York State Labor Law Section 194 (together "Equal Pay Law"). We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order 13, which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.

We have evaluated wages and benefits to ensure compliance with the Equal Pay Law. We certify that we have not been the subject of an adverse finding under the Equal Pay Law within the previous five years and, in the alternative, if we were the subject of an adverse finding under the Equal Pay Law within the previous five years, we have annexed a detailed description of the finding(s). In addition, we have annexed a detailed description of any currently pending claims under the Equal Pay Law in which we are involved.

Signature

Verification

A) OWNER/PARTNERSHIP

STATE OF _____)
COUNTY OF _____) SS:

_____, being duly sworn, states he or she is the owner of
(or a partner in) _____, and is making the foregoing
Certification and that the statements and representations made in the Certification are true to his or her
own knowledge.

Sworn to before me this _____ Day of _____, 20__

Notary

B) CORPORATE

STATE OF _____)
COUNTY OF _____) SS:

_____, being duly sworn, states that he or she is the
Name of Corporate Officer

_____, of _____,
Title of Corporate Officer Name of Corporation

the enterprise making the foregoing Certification, that he or she has read the Certification and knows its
contents, that the statements and representations made in the Certification are true to his or her own
knowledge, and that the Certification is made at the direction of the Board of Directors of the
Corporation.

Sworn to before me this _____ Day of _____, 20__

Notary

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

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

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

We further acknowledge that in order for Erie County to determine if the project we are bidding on is subject to EO #18, they need to analyze the workforce that we intend to use on such project. We therefore now do attest that it is our current intention to use _____#____ construction workers, which number includes any subcontracted construction workers, on this project should it be awarded to us. For purposes of this attestation, we understand that construction worker shall mean a laborer, workman, or mechanic who is directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees.

Signature

Verification

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

A)

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

B)

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

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

Notary Public

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

ACKNOWLEDGMENT OF DRUG AND ALCOHOL TESTING COMPLIANCE

_____ hereby acknowledges that a drug
(PRINT OR TYPE COMPANY NAME)
and alcohol program, which is required by Federal Department of Transportation rules (CFR, Title 49, Part 40 and 382), has been implemented by this Company. The program is administered by:

(PLEASE SELECT ONE)

() The Company itself - The program administrator is:

(Company Administrator's Name and Telephone Number)

() Third - Party Administrator - The program administrator is:

(Third - Party Administrator's Name)

(Address)

(Contact Person/Telephone)

(Company's Official's Name)

(Signature)

(Date)

Subscribed to before me on

_____, day of _____ 20__

Notary Public

Due to the safety-sensitive nature of the work which your Commercial Driver Licensed (CDL) employees may perform on this project, you are required to implement a drug and alcohol testing program which follows Federal Department of Transportation rules (CFR, Title 49, Parts 40 and 382). Further, as a condition of your contract, you must also submit proof of your compliance via this form to the Erie County Department of Public Works, office of the Commissioner.

This form must be signed and returned to the Commissioner of Public Works, 14th Floor, Rath Building, 95 Franklin Street, Buffalo, NY, no later than three (3) working days after the bid opening.

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

You have selected the For-Profit Construction questionnaire, commonly known as the “CCA-2,” which may be printed and completed in this format or, **for your convenience, may be completed online using the [New York State VendRep System](#).**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor’s business and operations. An owner or official must certify the questionnaire and the signature must be notarized.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” found at <http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf>. These terms may not have their ordinary, common or traditional meanings. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the “New York State Vendor Responsibility Definitions List” existing at the time of certification.

RESPONSES

Every question must be answered. Each response must provide all relevant information which can be obtained within the limits of the law. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

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

BUSINESS ENTITY INFORMATION

<u>Legal Business Name</u>		<u>EIN</u> _____		
Address of the <u>Principal Place of Business</u> (street, city, state, zip code)		<u>New York State Vendor Identification Number</u>		
		Telephone ext.	Fax	
		Website		
Authorized Contact for this Questionnaire				
Name		Telephone ext.	Fax	
Title		Email		
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS

1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:			
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation		
b) <input type="checkbox"/> <u>Limited Liability Company</u> (LLC or PLLC)	Date Organized		
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration		
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established		
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)	
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?		
g) <input type="checkbox"/> Other	Date Established		
If Other, explain:			
1.1 Was the <u>Business Entity</u> formed in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If “No,” indicate jurisdiction where the <u>Business Entity</u> was formed:			
<input type="checkbox"/> United States	State		
<input type="checkbox"/> Other	Country		

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

I. BUSINESS CHARACTERISTICS			
1.2 Is the <u>Legal Business Entity</u> publicly traded?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," provide the <u>CIK code</u> or Ticker Symbol:			
1.3 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.4 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input type="checkbox"/> No
1.5 If the <u>Business Entity's</u> <u>Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			<input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.6 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> <u>New York State Small Business</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.7 Identify each person or business entity that is, or has been within the past five (5) years, <u>Principal Owner</u> of 5.0% or more of the firm's shares; a Business Entity Official; or one of the five largest shareholders, if applicable. <i>(Attach additional pages if necessary.)</i> <u>Joint Ventures</u> : Provide information for all firms involved.			
Name <i>(For each person, include middle initial)</i>	Title	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

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

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? *(Attach additional pages if necessary.)*

☐ Yes ☐ No

Firm/Company Name

Firm/Company EIN
(If available)

Firm/Company's Primary Business
Activity

Firm/Company Address

Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):

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

☐ Yes ☐ No

Individual's Name *(Include middle initial)*

Position/Title with Firm/Company

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

☐ Yes ☐ No

Affiliate Name

Affiliate EIN (If available)

Affiliate's Primary Business Activity

Affiliate Address

Explain relationship with the affiliate and indicate percent of ownership, if applicable *(enter N/A, if not applicable)*:

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

☐ Yes ☐ No

Individual's Name *(Include middle initial)*

Position/Title with Firm/Company

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

☐ Yes ☐ No

Joint Venture Name

Joint Venture EIN (If available)

Identify parties to the Joint Venture

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

III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts? ☐ Yes ☐ No

If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.

If less than ten, include most recent subcontracts on projects up to that number.

3.1 Does the Business Entity currently have uncompleted construction contracts? ☐ Yes ☐ No

If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.

Note: Ongoing projects must be included.

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? ☐ Yes ☐ No

4.1 Been subject to a denial or revocation of a government prequalification? ☐ Yes ☐ No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? ☐ Yes ☐ No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? ☐ Yes ☐ No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? ☐ Yes ☐ No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? ☐ Yes ☐ No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? ☐ Yes ☐ No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? ☐ Yes ☐ No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? ☐ Yes ☐ No

5.3 Had its surety called upon to complete any contract whether government or private sector? ☐ Yes ☐ No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? ☐ Yes ☐ No

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

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

- | | |
|--|--|
| 6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

- | | |
|--|--|
| 7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.1 Been the subject of:
(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or
(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No

<input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.4 Had a New York State Labor Law violation deemed willful? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: <ul style="list-style-type: none"> • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 <u>Suspended</u> , <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 The subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: <ul style="list-style-type: none"> (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract? ☐ Yes ☐ No

If "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.

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

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

9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over \$25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.) ☐ Yes ☐ No

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

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

If "Yes," provide the Business Entity involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project

b. Aggregate (All Projects)

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year)
Gross Sales

2nd Year (Indicate year)
Gross Sales

3rd Year (Indicate year)
Gross Sales

9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:
(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year)
Amount

2nd Year (Indicate year)
Amount

3rd Year (Indicate year)
Amount

9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls.
(This information must be attached.)

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

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).

☐ Yes ☐ No

Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.

If "Yes," indicate the question number(s) and explain the basis for the claim.

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

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity's responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20__;

_____ Notary Public

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
1.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
2.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
3.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
4.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
5.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:							
6.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
7.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
8.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
9.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
10.	Agency/Owner				Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:**NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

1.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
2.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
3.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
4.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:**NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

5.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
6.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
7.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
8.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount	

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:**NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

9.	Agency/Owner				Award Date		Completion Date	
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to others		Uncompleted Amount
10.	Agency/Owner				Award Date		Completion Date	
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount		Amount Sublet to others		Uncompleted Amount

Grand Total All Uncompleted Contracts		\$0.00
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NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets

1. Cash		\$	_____	-
2. Accounts receivable - less allowance for doubtful accounts	\$	_____	-	
Retainers included in accounts receivable	\$	_____	-	
Claims included in accounts receivable not yet approved or in litigation	\$	_____	-	
Total Accounts Receivable		\$	_____	-
3. Notes receivable - due within one year		\$	_____	-
4. Inventory - materials		\$	_____	-
5. Contract costs in excess of billings on uncompleted contracts		\$	_____	-
6. Accrued income receivable				
Interest	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Accrued Income Receivable		\$	_____	-
7. Deposits				
Bid and Plan _____	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Deposits		\$	_____	-
8. Prepaid Expenses				
Income Taxes	\$	_____	-	
Insurance	\$	_____	-	
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Prepaid Expenses		\$	_____	-
9. Other Current Assets				
Other (list) _____	\$	_____	-	
_____	\$	_____	-	
Total Other Current Assets		\$	_____	-
10. Total Current Assets				\$ _____ -
11. Investments				
Listed securities-present market value	\$	_____	-	
Unlisted securities-present value	\$	_____	-	
Total Investments				\$ _____ -

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

12. Fixed Assets

Land	\$	-	
Building and improvements	\$	-	
Leasehold improvements	\$	-	
Machinery and equipment	\$	-	
Automotive equipment	\$	-	
Office furniture and fixtures	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total		\$	-
Less: Accumulated depreciation		\$	-
Total Fixed Assets - Net			\$ -

13. Other Assets

Loans receivable			
Officers	\$	-	
Employees	\$	-	
Shareholders	\$	-	
Cash surrender value of officers' life insurance	\$	-	
Organization expense – net of amortization	\$	-	
Notes receivable - due after one year	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total Other Assets			\$ -

14. TOTAL ASSETS

\$ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

LIABILITIES

Current Liabilities

15. Accounts payable	\$	-
16 a. Loans from shareholders - due within one year	\$	-
16 b. Other Loans - due within one year	\$	-
17. Notes payable - due within one year	\$	-
18. Mortgage payable - due within one year	\$	-
19. Other payables - due within one year		
Other (list) _____	\$	-
_____	\$	-

Total Other Payables - due within one year	\$	-
20. Billings in excess of costs and estimated earnings	\$	-
21. Accrued expenses payable		
Salaries and wages	\$	-
Payroll taxes	\$	-
Employees' benefits	\$	-
Insurance	\$	-
Other	\$	-
Total Accrued Expenses Payable	\$	-
22. Dividends payable	\$	-
23. Income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Income Taxes Payable	\$	-
24. Total current liabilities	\$	-
25. Deferred income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Deferred Income Taxes	\$	-
26. Long Term Liabilities		
Loans from shareholders - due after one year	\$	-
Other Loans - due within one year		
Principle	\$	-
Interest	\$	-
Notes payable - due after one year	\$	-
Mortgage - due after one year	\$	-
Other payables - due after one year	\$	-
Other (list) _____	\$	-
_____	\$	-
Total Long Term Liabilities	\$	-

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

27. Other Liabilities

Other (list) _____	\$ _____
_____	\$ _____
_____	_____

Total Other Liabilities

\$ _____

28. TOTAL LIABILITIES

\$ _____

NET WORTH

29. Net Worth (if proprietorship or partnership)

\$ _____

30. Stockholders' Equity

Common stock issued and outstanding	\$ _____
Preferred stock issued and outstanding	\$ _____
Retained earnings	\$ _____
Total	\$ _____
Less: Treasury stock	\$ _____

31. TOTAL STOCKHOLDERS' EQUITY

\$ _____

32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY

\$ _____

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MINORITY/ WOMEN BUSINESS ENTERPRISE WAIVER

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BUILDING PERMIT APPLICATION
INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE
COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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COUNTY CONSTRUCTION PROJECTS

EXECUTIVE ORDER NO.18 – FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION
PROJECTS
RULES AND REGULATIONS IMPLEMENTING ERIE COUNTY EXECUTIVE MARK C. POLONCARZ
ORDER #18 SPECIFIC TO THOSE ERIE COUNTY CONSTRUCTION PROJECTS NOT
INITIATED IN THE ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING
DIVISION OF SEWERAGE MANAGEMENT
COUNTY OF ERIE EXECUTIVE ORDER #18 MONITORING AND REPORTS
FIRST SOURCE POLICY TARGETED ZIP CODES – ERIE COUNTY ZIP CODES WITH 20% POVERTY
RATE OR HIGHER

GENERAL CONDITIONS OF THE CONTRACT

SECTION 1 - DEFINITIONS

- 1.01 CONTRACT DOCUMENTS - The Contract comprises all the documents listed in the Table of Contents of the Project Manual, including all additions, deletions and modifications incorporated therein before the execution of the Contract:
- A. Legal and Procedural Documents
 - B. General Conditions of the Contract
 - C. Supplementary General Conditions
 - D. Application for Payment
 - E. Detailed Specifications
 - F. Drawings
- 1.02 ARCHITECT / ENGINEER is the Architect, Architect / Engineer or Engineer named in the Contract Documents, or the representative duly authorized in writing to act for such Architect, Architect / Engineer or Engineer.
- 1.03 OWNER is the County of Erie. With respect to approval of the Contract Award, Change Orders and Final Payment, as well as the appropriation of funds therefore, the County Legislature shall be the Owner's representative. For Contract execution, the County Executive shall be the Owner's representative. In legal matters, the County Attorney shall be the County's representative. In all other matters, the County's representative shall be the Commissioner of Public Works, or in his absence, his duly authorized representative.
- 1.04 CONTRACTOR is the Contractor named in the Contract Documents.
- 1.05 SUBCONTRACTOR is any person, firm or corporation who has a direct contract with the Contractor and who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material or equipment.
- 1.06 PROPOSAL: The offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.
- 1.07 PROPOSAL GUARANTY: The Bid Bond, which shall accompany each Proposal submitted by the Bidder, is a guarantee that the Bidder will enter into a contract with the Owner for the construction of the work if the contract is awarded to him.
- 1.08 PERFORMANCE LABOR AND MATERIAL PAYMENT BOND: The Owner's standard bond document and the only approved form of security to be submitted by the contractor and his surety as a guarantee to faithfully execute the work in accordance with the terms of the contract and to pay all amounts owed by him to all laborers, tradesmen and suppliers in connection with the work covered by his contract.
- 1.09 SURETY is the person, firm or corporation that executes the Contractor's Performance Bond.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

- 1.10 PROJECT MANUAL shall mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specifications, with all addenda thereto.
- 1.11 DRAWINGS are those enumerated in the contract documents.
- 1.12 WRITTEN NOTICE shall be considered as served when delivered in person or sent by registered or certified mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.
- A. Notice to Owner - All required notices to the Owner shall be delivered to the Erie County Department of Public Works – Office of the Commissioner, 14th Floor Rath Building, 95 Franklin Street, Buffalo, NY 14202.
- B. Change of Address - Each party shall advise the other parties to the Contract promptly as to any change in his business address until completion of the Contract.
- 1.13 ACT OF GOD means an earthquake, flood, tornado or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damaged to the work resulting there from.

SECTION 2 - DRAWINGS, SPECIFICATIONS AND RELATED DATA

- 2.01 INTENT OF DRAWINGS AND SPECIFICATIONS - The intent of the Drawings and Specifications is that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Drawings and described in the Specifications and all incidental work considered necessary to complete the work included in the contract in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.
- 2.02 CONFLICT - If there is conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict between the General Conditions of the Contract or any modifications thereof and the Detailed Specification Requirements, the Detailed Specification Requirements shall control.
- 2.03 DISCREPANCIES IN DRAWINGS - Any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Architect / Engineer, who shall promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.
- 2.04 DRAWINGS AND SPECIFICATIONS - The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied through the Architect / Engineer or by the Architect / Engineer as consultant to the Owner.
- 2.05 ADDITIONAL INSTRUCTIONS - Further instructions may be issued by the Architect / Engineer during the progress of the work by means of Drawings or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done.
- 2.06 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED - Except as provided for otherwise, all required copies of Drawings and Specifications necessary for the execution of the work shall be furnished to the Contractor without charge.

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
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- 2.07 DRAWINGS AND SPECIFICATIONS AT JOB SITE - One complete set of all Drawings and Specifications shall be maintained at the job site and shall be available to the Architect / Engineer at all times.
- 2.08 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS - Except as otherwise provided in the Owner's Contract with the Architect / Engineer, all original or duplicated Drawings and Specifications and other data prepared by the Architect / Engineer shall remain the property of the Owner and/or Architect / Engineer, and they shall not be reused on other work, but shall be returned upon completion of the work.
- 2.09 DIMENSIONS - Figured dimensions on the plans will be used in preference to scaling the Drawings. Where the work of the Contractor is affected by finish dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefore.
- 2.10 MODELS - All models prepared for this work shall become the property of the Owner at the completion of the work.
- 2.11 SAMPLES - All samples called for in the Specifications or required by the Architect / Engineer shall be furnished by the Contractor and shall be submitted to the Architect / Engineer for his approval. Samples shall be furnished so as not to delay fabrication, allowing the Architect / Engineer reasonable time for the consideration of the samples submitted.
- A. Samples of Tests - Contractor shall furnish such samples of material as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the Specifications.
- 2.12 SHOP DRAWINGS – A schedule of shop drawings, setting data, and other manufacturer's data shall be submitted by the Contractor for approval of the Architect/Engineer. This schedule shall be coordinated with the project construction schedule and shall be submitted within 30 days after award of contracts.
- A. The shop drawings schedule should list the following information:
1. Description of items for which shop drawings and data shall be submitted.
 2. Approximate date for first submittal.
 3. Approximate number of calendar days required for fabrication and delivery after final approval.
 4. Number of copies each item for preliminary and final submittals.
- B. The Contractor shall be responsible for the accuracy, completeness, and suitability of the information furnished or shop drawings prepared by the subcontractors and vendors. The Contractor shall check and approve all shop drawings before they are submitted to the Architect/Engineer. Such approval shall be understood to indicate the Contractor's assurances that the items proposed by the drawings and data sheets are in accordance with the contract. Shop drawings shall include setting drawings, schedules, catalogs, brochures, manufacturer's data and other information required to evaluate and install.
- C. Shop drawings may be disapproved by the Architect/Engineer for the following reasons:
1. Drawing has not been approved by the Contractor.
 2. Drawings have been prepared without due regard for information and requirements called for or logically implied by the Contract Documents.

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3. The information is not sufficiently complete or accurate to verify that that the work represented is in accordance with the Contract Documents.
- D. Shop drawings and submitted data shall be graded by the Architect/Engineer as follows:
1. Reviewed
 - a. There shall be no correction marks on drawings.
 - b. The work may be fabricated.
 2. Make Noted Corrections
 - a. Corrections shall be of a minor nature.
 - b. The work may be fabricated at the Contractor's option, except where otherwise noted.
 - c. Corrected copies shall be submitted within a reasonable time for final approval.
 - d. Not Approved
 3. Rejected
 - a. Drawings are not acceptable.
 4. Revise and Re-submit
 - a. Drawings are basically correct, but due to the nature and/or extent of the corrections and/or revisions required, work shall not be fabricated.
 5. Submit Item Specified
 - a. Contractor shall submit item as specified in the specifications.
 6. The Architect / Engineer shall, within fourteen (14) days of the submittal of any shop drawings, return one copy to the contractor marked with all corrections and changes.
- E. The Architect/Engineer's approval of shop drawings is subject to the following conditions:
1. Approval does not authorize changes to contract requirements unless so stated in a separate letter or change order.
 2. The Contractor shall verify all dimensions.
 3. Checking and approval of shop drawings shall be only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Contractor shall be responsible for the dimensions to be confirmed and correlated at the jobsite; for all quantities, for information that pertains solely to the fabrication processes or to techniques or construction, and for coordination of the work of all trades.
- F. Shop drawings should generally provide the following information:
1. Job Title and Shop Drawing Number.

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2. Date of Drawing and Revisions.
3. Certification that drawing has been checked by Contractor and is in compliance with the Contract Documents.
4. Details of Fabrication, Assembly and Erection.
5. Materials Used.
6. Required Dimensions.
7. Details of connections of related work.
8. Designation of the other subcontractor, trade or Contractor who provides related work shown on drawings. If not shown, this information should be provided by the Contractor before the first submittal is transmitted to the Architect / Engineer.
9. Information relating to the capacities, controls and other specification data for items or equipment.
10. Schedule, where pertinent, information on finishes or protective coating, including color samples as required.

G. Distribution Procedure:

1. In general, all shop drawings and submittals shall be received by the Architect / Engineer under a covering transmittal memorandum from the Contractor.
2. Unless otherwise indicated, initial and subsequent submissions, except final submissions shall consist of one (1) reproducible transparency and two (2) prints. The two (2) prints will be retained by the Architect /Engineer and the reproducible transparency will be returned to the Contractor.
3. Submission of catalogs, brochures and other data, where reproducible transparencies are not feasible, shall consist of a minimum of four (4) copies, two (2) of which shall be retained and two (2) returned to the Contractor. Final submittal shall include extra copies as maybe be required by the Contractor.
4. The Contractor shall make all necessary corrections to conform to the corrections and changes requested by the Architect / Engineer.
5. When shop drawings are "approved" and so stamped, the Contractor shall then submit an additional three (3) copies to the Architect/ Engineer which will be retained.
6. The Contractor shall make a minimum distribution of "approved" copies as follows:
7. One or more copies to the fabricator and /or manufacturer's representative.
8. One copy in the contractor's office.
9. One copy to file and keep in good condition at the site.

- 2.13 QUALITY OF EQUIPMENT AND MATERIALS - In order to establish standard of quality, the Architect / Engineer may, in the Detailed Specifications, refer to certain products by name and catalog number. This procedure is not to be construed as eliminating from competition other products of equal or better quality by other manufacturers where fully suitable for performance, capacity and design.

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- A. The Contractor shall furnish the complete list of proposed desired substitutions at the time of bidding, in the space provided on the Proposal Form, together with such engineering and catalog data as the Architect / Engineer may require.
- B. Substitutions
1. Requests for substitutions will be considered under the following time limitations and situations:
 - a. Not less than ten (10) calendar days before bids are due.
 - b. Work or equipment specified becomes unavailable through unforeseen events such as strikes, loss of manufacturers' plant through fire, flood or bankruptcy.
 2. Requested substitutions will be reviewed and adjudged. Failure of the Owner to raise objection shall not constitute a waiver of any of the requirements of the Contract Documents.
 3. Request for substitutions shall include complete data with drawings and samples as required, including the following:
 - a. Quality Comparison – Proposed substitution versus the specified product.
 - b. Changes required in other work because of the substitution.
 - c. Effect on the construction schedule.
 - d. Cost Data – Resulting from the proposed substitution versus the specified product. The Contractor shall certify that the cost data presented is complete and includes all related costs under this Contract.
 4. When proposing a substitution, the Contractor represents that:
 - a. They have investigated the proposed substitution and have determined that it is equal to or better than the product specified.
 - b. They will guarantee the substitution in the same manner as the product specified.
 - c. They will coordinate and make other changes as required in the work as a result of the substitution.
 - d. They waive all claims for additional costs as a result of the substitution, with the exception of those identified above under "cost data".
 5. The Owner will be sole judge of the acceptability of the proposed substitution.
 6. The Owner will have authority to approve or reject substitutions or to change the specified standards of quality. However, neither this authority to act under this provision nor any decision made in good faith, either to exercise or not to exercise this authority, shall give rise to any duty or responsibility of the Owner to the Contractor, any Subcontractor, any Sub-Subcontractor, any of their agents or employees, or any other persons performing the work or offering to perform the work.
- C. The Contractor shall abide by the Architect / Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Contractor and not by sub-contractors, individual trades or material suppliers. The Architect / Engineer will approve or disapprove proposed substitutions in writing. No substitute materials or equipment shall be used unless approved in writing.

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- 2.14 EQUIPMENT APPROVAL DATA - The Contractor shall furnish one copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.
- A. This submission shall be compiled by the Contractor and approved by the Architect / Engineer before any of the equipment is ordered.
 - B. Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.
 - C. After written approval, this submission shall become a part of the Contract, and may not be deviated from except upon written approval of the Architect / Engineer and Owner.
 - D. Catalog data for equipment approved by the Architect / Engineer does not in any case supersede the Architect / Engineer's Contract Documents. The approval of the Architect / Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Architect / Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Architect / Engineer's Contract Documents for deviations and errors.
 - E. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.
 - F. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Drawings and Specifications, and to make all changes in the work required by the different arrangement of connections without extra cost to the Owner.
- 2.15 SURVEYS - Unless otherwise specified, the Owner shall establish all base lines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batterboards, stakes for pile locations and other working points, lines and elevations. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting therefrom and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.
- 2.16 RECORD DOCUMENT SUBMITTALS
- A. Record Drawings: Prior to acceptance by the Owner of all work covered by the contract each contractor shall furnish to the Architect/ Engineer project record documents as required under Division 1.
 - B. Operation and Maintenance Manuals: Prior to acceptance by the Owner of all work covered by the contract each contractor shall furnish to the Architect/ Engineer operation and maintenance manuals as required under Division 1.

SECTION 3 - RELATIONS AMONG OWNER, CONTRACTOR AND ARCHITECT / ENGINEER

- 3.01 ARCHITECT / ENGINEER 'S RESPONSIBILITY AND AUTHORITY - All work shall be done under the general administration of the Architect / Engineer. The Architect / Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate or progress of work, interpretation of Drawings and Specifications and all questions, other than legal questions, as to the acceptable fulfillment of the Contract on the part of the Contractor.
- 3.02 ARCHITECT / ENGINEER'S DECISIONS - All decisions of the Architect / Engineer concerning the intent of the drawings and specifications shall be final. No changes may be made in the drawings or specifications involving more or less quantities of materials, changes in the quality of materials or workmanship, or changes in design or in the amount of labor or machine time involved, regardless of whether or not a change in contract price is sought, until a request in writing has been submitted to the Owner for his approval and such approval has been granted.
- 3.03 SUSPENSION OF WORK - The Owner's representative and/or the Architect / Engineer shall have the authority to suspend the work, wholly or in part, for such periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operation without the Owner's representative and/or the Architect / Engineer's permission.
- 3.04 INSPECTION OF WORK - All materials and each part or detail of the work shall be subject at all times to inspection by the Owner's representative and/or the Architect / Engineer, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant, or shop inspection, and any material furnished under these Specifications is subject to such inspection. The Owner's representative and/or the Architect / Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.
- 3.05 EXAMINATION OF COMPLETE WORK - If the Architect / Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as maybe directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as Extra Work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.
- 3.06 CONTRACTOR'S SUPERINTENDENCE - The Contractor shall designate a qualified superintendent, acceptable to the Owner's representative and the Architect / Engineer, who shall be maintained on the project and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Architect / Engineer's instructions shall be confirmed in writing and always upon written request from the Contractor. The Contractor's superintendent or other authorized managerial level representative shall be required to attend all scheduled job meetings.
- 3.07 LANDS BY OWNER - The Owner shall provide the lands shown on the Drawings upon which the work under the Contract is to be performed and to be used for rights-of-way for access. Any unreasonable delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the Contract Amount and/or in the time of completion.

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- 3.08 LANDS BY CONTRACTOR - Any additional land and access thereto, not shown on the Drawings, that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the Drawings and Specifications and such additional areas which he may provide as approved by the Owner's representative and the Architect / Engineer.
- 3.09 PRIVATE PROPERTY - The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc. along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.
- 3.10 ASSIGNMENT OF CONTRACT - The Contractor shall be bound by Section 109 of the General Municipal Law relating to the assignment of Public Contracts. The following extracts are directed to the attention of bidders:
- A. "Prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract."
- B. "If any contractor, to whom any contract is let, granted or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case maybe, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sub lessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state."
- 3.11 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES - At the termination of this Contract, before acceptance of the work by the Architect / Engineer , the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them.
- 3.12 SUSPENSION OF WORK BY OWNER - The work or any portion thereof may be suspended at any time by the Owner provided that he give the Contractor five (5) days' written notice of suspension, which shall set forth the date on which work is to be resumed.
- 3.13 OWNER'S RIGHT TO CORRECT DEFICIENCIES - Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) day's written notice to the Contractor and receipt of written approval from the Architect / Engineer, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies.

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- 3.14 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK - The Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days' written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Architect / Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Contractor whenever he shall:
- A. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.
 - B. Disregard or violate important provisions of the Contract Documents or Architect / Engineer's Instructions, or fail to prosecute the work according to the agreed progress schedule, including extensions thereof.
 - C. Fail to provide a qualified superintendent, competent workmen or sub-contractors, or proper materials, or fail to make prompt payment therefore.
- 3.15 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT - The Contractor may suspend work or terminate Contract upon ten (10) days' written notice to the Owner and the Architect / Engineer, if an order of any court, or other public authority causes the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.
- 3.16 RIGHTS OF VARIOUS INTERESTS - Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Architect / Engineer to secure the completion of the various portions of the work in general harmony.
- 3.17 SEPARATE CONTRACTS - The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting their work and to report to the Architect / Engineer any irregularities which will not permit them to complete their work in a satisfactory manner. Their failure to notify the Architect / Engineer of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive their work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Architect / Engineer immediately any difference between completed work by others and the Drawings.
- It is the responsibility of each Prime Contractor under separate contracts associated with the same project to coordinate the activities of their respective subcontractors and the work between other prime contracts that affects their scope of work in a cooperative manner to prevent delays and/ or additional costs to the extent practical. It will be the responsibility of the Architect/ Engineer in conjunction with the Owner to evaluate delays and/or additional costs should they arise. Owner reserves the right to withhold payment per Section 7.05 as deemed necessary.
- 3.18 CONTRACTORS OWN WORKFORCE – The Contractor shall perform with their own workforce contract work amounting to not less than 25 percent of the original total contract price, except those items designated by the County as "Specialty Items" so performed shall be deducted from the original total contract price before computing the amount of work required to be performed by the Contractor with their own workforce.
- A. "Their own workforce" shall be construed to include only worker's employed and paid directly by the Contractor and equipment owned or rented by the Contractor, with or without operators.

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- B. "Specialty Items" shall be construed to be limited to work that requires specialized knowledge, craftsmanship or equipment not ordinarily available in contracting organizations qualified to bid on the contract as a whole and, in general, are to be limited to minor components of the overall contract.

The following list of "Specialty Items" are work items which require special skills and comprise work which is not relevant to the general type of construction contained in this contract:

NONE

CONTRACTOR'S OWN WORKFORCE

(This form must be submitted with the Contractor's bid proposal)

Pursuant to Section 3.18 – Contractor's Own Workforce, of the General Conditions, the Contractor submitting a bid proposal acknowledges that they will perform a minimum of 25% of the work with their own workforce as follows:

Task	Value of Work
Total Value of Workforce	
Percentage of Total Bid	%

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- 3.19 SUBCONTRACTS - Within 48 hours (not counting Saturdays, Sundays or holidays) after the time of bidding, the Contractor shall submit in writing to the Owner for approval by the Architect / Engineer the names of the sub-contractors proposed for the work. After such approval, sub-contractors may not be changed except at the request of, or with the approval of the Architect / Engineer. The Contractor is responsible to the Owner for the acts and omissions of his sub-contractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the Owner. The Contractor shall bind every sub-contractor by the terms of the Contract Documents.
- A. For convenience of reference and to facilitate the letting of Contracts and sub-contracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the Architect / Engineer an arbiter to establish limits to the contracts between Contractor and sub-contractors.
- 3.20 WORK DURING AN EMERGENCY - The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Architect / Engineer of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.
- 3.21 ORAL AGREEMENTS - No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

SECTION 4 - MATERIALS AND WORKMANSHIP

- 4.01 MATERIALS FURNISHED BY THE CONTRACTOR - All materials sold to the Owner and/or used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Architect / Engineer. All materials not otherwise specifically indicated shall be furnished by the Contractor.
- 4.02 MATERIALS FURNISHED BY THE OWNER - Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he shall notify the Architect / Engineer. Unless otherwise noted or specifically stated, materials furnished by the Owner, which are not of local occurrence, are considered to be f.o.b. the nearest railroad station. The Contractor shall be prepared to unload and properly protect all such material from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.
- 4.03 STORAGE OF MATERIALS - Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Request for payment of offsite storage shall be in accordance with Section 7.02.c.

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- 4.04 CHARACTER OF WORKMEN - The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or sub-contractor who, in the opinion of the Architect / Engineer, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Architect / Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Architect / Engineer.
- 4.05 REJECTED WORK AND MATERIALS - All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Architect / Engineer, or are in any way unsatisfactory or unsuited to the purposes for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damaged through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Architect / Engineer, and the work shall be re-executed by the Contractor. The fact that the Architect / Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.
- A. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove them and may store the materials.
- B. Correction of Faulty Work after Final Payment shall be in accordance with Paragraph 7.18.
- 4.06 MANUFACTURER'S DIRECTIONS - Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.
- 4.07 CUTTING AND PATCHING - The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as directed by the Architect / Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public, shall not be done unless approved by the Architect / Engineer and under his direction.
- 4.08 CLEANING UP - The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade. If all materials described above related to a contractor's scope of work are not removed in a timely manner, the contractor will be issued a written notice of unsatisfactory demobilization / cleanup which shall be addressed within 24 hours. If satisfactory corrective action is not completed within 24 hours the County shall have the situation remedied as deemed necessary by the County and the contractor shall be responsible for the costs through a withhold of retention and/or invoice to the contractor equaling the cost to clean up the construction site.
- 4.09 GUARANTY PERIOD - The Contractor shall warrant all materials and equipment furnished and all work performed by him for a period of two (2) years, or for such longer period as may be specified in the Detailed Specifications, from the date of written acceptance of the work or "Notice of Substantial Completion". (Note: The warranty period, in regard to any facilities or portions thereof which are essentially completed and have been accepted for use and occupancy by the Owner shall commence with the date of the "Notice of Substantial Completion".)
- A. Correction of Faulty Work after Final Payment shall be as provided in Paragraph 7.18, except that where a period longer than two years is specified in the Detailed Specifications, such longer period shall apply.

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- B. As a condition precedent to final payment, the Contractor shall execute a guaranty in the form provided by the Architect / Engineer warranting the work under his contract free from defects of materials and workmanship and agreeing to replace at his expense any materials or equipment found defective within the two years after final acceptance by the Owner, and to replace any other work found unsatisfactory because of settlement or displacement within such longer period as may be specified in the Detailed Specifications, and to do such replacing or corrective work at such times and in such manner as not to interfere with the Owner's use of the premises.

SECTION 5 - INSURANCE, BONDS, SAFETY, ETC.

- 5.01 INSURANCES REQUIRED - Insurance shall be procured by the successful bidder before commencing work, no later than seven (7) days after notice of an award and maintained without interruption for the duration of the contract, in the kinds and amounts specified below.

	<u>Each Occurrence</u>	<u>Aggregate</u>
A. Commercial General Liability	\$1,000,000	\$2,000,000
Premises and Operations		
▪ Products and Completed Operations	\$2,000,000	
▪ Independent Contractors	Not Excluded or Limited	
▪ Contractual	Not Excluded or Limited	
▪ Broad Form Property Damage	Not Excluded or Limited	
▪ X,C,U	Not Excluded or Limited	
B. Automobile Liability, including	\$1,000,000 CSL	
▪ Owner		
▪ Hired		
▪ Non-Owned		
C. Excess Umbrella Liability		\$5,000,000
D. Worker's Compensation	Statutory (IC-1, Section IX)	
E. New York Disability	Statutory (IC-1, Section IX)	
F. Builders' Risk-All Risk. The policy is required. The Prime Contractors shall procure and maintain Insurance against loss by fire, extended coverage, vandalism and malicious mischief upon all work in place and all materials and equipment stored on and off the building site. This insurance shall be in an amount equal to the full insurable value at all times and shall be for the benefit of the Owner and each Prime Contractor, as their interest might appear. The Policy must carry the County of Erie as the named insured.		

5.02 CERTIFICATES OF INSURANCE

- A. Shall be made to the "County of Erie"
95 Franklin Street, Buffalo, New York, 14202.
- B. Coverage must comply with all requirements of "Instructions for County of Erie Standard Insurance Certificate" page IC-1 of this Project Manual.

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- C. Executed by an insurance company and/or agency or broker which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.
- D. All policies in which the County of Erie is named as an additional insured shall provide that:
- E. "The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy."
- F. "The insurance shall apply separately to each insured (except with respect to the limit of liability)."
- G. During the term of this Agreement, the Contractor agrees to maintain insurance coverage consistent with the insurance requirements attached hereto. Contractor agrees to name the "County of Erie" as an additional insured on all such insurance policies, and to provide to the County Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of any work on the Project. All insurance certificates shall be subject to approval by the office of the County Attorney.

- 5.03 PERFORMANCE, LABOR AND MATERIAL PAYMENT BOND - The Contractor shall furnish, as required elsewhere in the General Conditions. A Performance, Labor and Material Payment Bond in a sum equal to the Contract amount, including change order values. The form of such bond shall be the Owner's Standard Performance, Labor and Material Payment Bond which is exhibited elsewhere in the Project Manual. The bond shall be written with a Surety Company licensed or otherwise authorized to do business in the State of New York.

The Performance Bond shall be submitted by the successor bidder no later than 7 days after notice of an award.

- 5.04 PATENTS AND ROYALTIES - If any design, device, material or process covered by letters, patent or copyright is used by the Contractor, he shall provide for such use by legal agreement with the Owner of the patent or a duly authorized licensee of such owner, and shall save harmless the Owner from any and all loss or expense on account thereof, including its use by the Owner.

- 5.05 PERMITS - All permits and licenses necessary for the prosecution of the work shall be secured by the Contractor as required and/or as directed by the Architect/ Engineer as described within the Project Documents.

The Contractor shall apply for and obtain a Building Permit from the Department of Public Works prior to the start of the work. The Contractor shall also submit proof of NYS Worker's Compensation and NYS Disability Benefit's Insurance on forms as prescribed by NYS. No work shall be started until the County has issued a valid Building Permit to the Contractor. Building in violation of a valid Building Permit is cause for the County to issue a Stop Work Order. The Contractor will not be required to submit stamped drawings as part of the application process. Building Permit Forms are included in Appendix B.

- 5.06 LAWS TO BE OBSERVED - The Contractor shall give all notices and comply with all Federal, State and Local Laws, Ordinances and Regulations in any manner affecting the conduct of the work, and all such order and decrees as exist, or may be enacted by bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the Owner against any claim or liability arising from or based on, the violation of any such law, ordinance, regulation, order or decree, whether by himself or his employees.

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- 5.07 PROTECTION OF PROJECT AND PUBLIC - The Contractor shall provide adequate signs, barricades, flashing and/or red lights and take all necessary precautions for the safety of the public and the protection of the work against loss or damage. All barricades and obstructions shall be protected at night by signal lights which shall be kept burning or flashing from sunset to sunrise. Barricades shall be of substantial construction and shall be so painted or coated as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist. The Contractor shall inform himself as to conditions likely to be applicable to the site and shall, in any case, provide such watchmen, guards, watchdogs or other services as appear necessary to protect the work and workmen from damage or injury from vandalism, malicious mischief or other hazard.
- 5.08 TRAFFIC SAFETY AND CONVENIENCE - The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and to minimize inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Architect/Engineer. No road or street shall be closed to the public except with the permission of the Architect/Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to firefighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Architect/Engineer under conditions assuring satisfactory detour and/or by-pass facilities.
- 5.09 CROSSING UTILITIES - When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.
- 5.10 SANITARY PROVISIONS - The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State departments of health and as directed by the Architect/Engineer.

SECTION 6 - PROGRESS AND COMPLETION OF WORK

- 6.01 NOTICE TO PROCEED - Following authorization of the Contract by the Owner, written Notice to Proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such labor force as to secure the completion of the work within the time stated in the Proposal.
- 6.02 LAYING OUT WORK
- A. The Contractor shall, immediately upon entering the project site for the purpose of beginning work, locate all general reference points and take such action as is necessary to prevent their destruction. He shall lay out his own work and be responsible for all lines, elevations and measurements of structures, grading, paving, utilities and other work executed by him under the Contract. He must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.
- B. The Contractor shall be responsible for correlation of all work.
- 6.03 METHODS OF MATERIALS
- A. If alternate methods or materials from those specified are accepted and approved by the Owner, the Contractor shall be responsible for the equivalent operation and performance, and the proper installation in the space designated of the substituted material or system.

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B. When job conditions require reasonable changes in indicated locations and arrangements, such changes shall be made without extra cost to the Owner.

6.04 CONTRACT TIME - The Contractor shall complete, in an acceptable manner, all of the work contracted for in the time stated in the Agreement, commencing with the date of Notice to Proceed.

6.05 PROGRESS SCHEDULE

A. The Contractor shall prepare a progress schedule to indicate the proposed progress of work. The progress schedule shall be in the form of a bar graph or other approved method.

B. The progress schedule shall be submitted to the Owner for application of work sequencing approval within fourteen (14) days of Notice to Proceed.

6.06 CHANGES IN THE WORK - The Owner may, as the need arises, order changes in the work through additions, deletions, or modifications without invalidating the Contract. Compensation and time of completion affected by the change shall be adjusted at the time of ordering such change, and shall be specified in a written Change Order approved by the Owner on recommendation by the Architect / Engineer.

6.07 EXTRA WORK - New and unforeseen items of work found to be necessary and which cannot be covered by any item or combination of items for which there is a Contract price shall be classed as Extra Work. The Contractor shall do such Extra Work and furnish such materials as may be required for the proper completion or construction of the whole work contemplated upon written Change Order by the Owner on recommendation by the Architect / Engineer. Materials to be incorporated into the project shall be sold to the Owner separately and apart from the furnishing of work, labor and other items required for the construction of the project in the same manner and with the same effect as if specified in the Bid Documents. In the absence of such written order, no claim for Extra Work shall be considered. Extra Work shall be performed in accordance with these Specifications where applicable and work not covered by the Specifications or special provisions shall be done in accordance with the best practice as approved by the Architect / Engineer. Extra Work required in an emergency to protect life and property shall be performed by the Contractor as required.

6.08 EXTENSION OF CONTRACT TIME - A delay beyond the Contractor's control occasioned by an Act of God, or act or omission on the part of the Owner by strikes, lockouts, fire, etc. may entitle the Contractor to an extension of time in which to complete the work as determined by the Architect / Engineer, provided, however, that the Contractor shall immediately give written notice to the Architect / Engineer of the cause of such delay. If an extension of time is granted, the approved Progress Schedule shall be updated and a change order issued covering the extension of time. The Contractor's signature on the change order shall signify the Contractor's acceptance of the updated Progress Schedule.

6.09 USE OF COMPLETED PORTIONS - The Owner shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding that the time for completing the entire work or such portions may not have expired; but such taking possession and use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents. If such prior use increases the cost of or delays the completion of uncompleted work or causes refinishing of completed work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Owner and Contractor may agree.

6.10 EXISTING UTILITIES - The operation of existing active utilities, including gas, water, sewer, electric and telephone lines, shall not be disturbed except as required to connect new utilities thereto.

6.11 SITE CONDITIONS - The Contractor shall maintain the site so as to avoid unhealthful, hazardous and noisome conditions. He shall maintain excavations free of the accumulation of excess water.

- 6.12 PREVENTION OF DELAY - The Contractor agrees that there will be no interruption in the performance of the work under this agreement due to labor strife or unrest. The Contractor and his subcontractors will not employ on the work, any labor, materials or means whose employment or utilization during the course of this contract may tend to or in any way cause or result in strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his subcontractors or by any of the trades working in or about the buildings and premises where work is being performed under this contract, or by other contractors or their subcontractors pursuant to other contracts, or on any other building or premises owned or operated by the County of Erie. Any violation by the Contractor of this requirement will be considered proper and sufficient cause for the County, through the Department of Public Works – Office of the Commissioner to consider such interruption a breach of the agreement and to cancel the contract without any penalty to the County, and to recover any damages from the Contractor that may have been caused by labor strife and unrest.

SECTION 7 - MEASUREMENT AND PAYMENT

- 7.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT - Except in cases where unit prices form the basis for payment under the Contract, the Contractor shall within ten (10) days of receipt of Notice to Proceed submit a complete breakdown of the Contract Amount showing the value assigned to the materials sold to the Owner for, and separately, the labor and other costs assigned to each part of the work, including any allowances as part of the base bid. Upon approval of the breakdown of the Contract Amount by the Architect / Engineer, it shall be used as the basis for all Requests for Payment.

Allowances and any future approved change orders shall be shown on the request for payment worksheets as separate line items. Request for payment worksheet can be found in specification Section 011500 – Application For Payment.

7.02 REQUESTS FOR PAYMENT

- A. The Contractor may submit periodically, but not more than once a month, a Request for Payment for work done. The Contractor shall furnish the Architect / Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Each Request for Payment shall be computed on all items listed in the Detailed Breakdown of Contract Amount, less 5% to be retained until substantial completion and acceptance of the work and less previous payments. See Specification Section 011500 'Application for Payment' for additional information
- B. Upon the issuance of a letter of substantial completion by the Owner, the Contractor shall prepare a detailed listing of all items of work or corrections yet to be performed on the project with monetary value assigned to each. He shall forward said list to the Architect/Engineer and the Owner, who may modify such list at their discretion. The Owner reserves the sole right to reduce the retention previously withheld to any amount equal to two times the value of the outstanding work items and corrections yet to be performed with monetary values assigned to each as determined by the Owner, and an amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the Owner shall promptly pay, upon receipt of a requisition, for these items less amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. Where unit prices are specified, the Request for Payment shall be based on the quantities expended.
- C. For purposes of monitoring the payment progress, the Contractor shall submit a detailed breakdown on a proper County form indicating items of work and separately listing labor and material cost for each item.

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- D. The Owner will make payments for stored materials at off-site locations provided said materials are suitably stored (a) in public warehouses, or (b) at the contractor's place of business or other location approved by the Owner, in which case the materials shall be segregated and have affixed to them in prominent locations placards stating "this material is the property of the County of Erie". All materials to be considered for payment shall be stored within a 100 mile radius of the County of Erie. The materials shall be completely covered by insurance. The required insurance shall be an all-risk policy, in an amount equal to the full insurable value at all times and shall be for the benefit of the County of Erie (named insured). In addition to the necessary insurance, a notarized affidavit shall be provided at the time of request for payment, indicating the location of the stored material. The Owner shall have the right of access to inspect the material at any time during normal working hours. All other appropriate insurance requirements and procedures as stipulated in Section 5 of the Erie County General Conditions shall apply.

7.03 ARCHITECT / ENGINEER'S ACTION ON A REQUEST FOR PAYMENT - Within ten (10) days of submission of any Request for Payment by the Contractor, the Architect / Engineer shall:

- A. Approve the Request for Payment as submitted; or
- B. Approve such other amount as he shall decide is due the Contractor, informing the Contractor in writing for his reasons for approving the amended amount; or
- C. Withhold the Request for Payment, informing the Contractor in writing of his reasons for withholding it.

7.04 OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT - Within forty-five days (45) from the date of approval of a Request for Payment by the Architect / Engineer, the Owner shall:

- A. Pay the Request for Payment as approved, or
- B. Pay such other amount in accordance with Paragraph 7.05 as he shall decide is due the Contractor, informing the Contractor and the Architect / Engineer in writing of his reasons for paying the amended amount; or
- C. Withhold payment in accordance with paragraph 7.05, informing the Contractor and the Architect / Engineer of his reasons for withholding payment.

7.05 OWNER'S RIGHT TO WITHHOLD PAYMENT OF AN APPROVED REQUEST FOR PAYMENT - The Owner may withhold payment in whole or in part on an approved Request for Payment to the extent necessary to protect himself from loss on account of any of the following causes discovered subsequent to approval of a Request for Payment by the Architect / Engineer :

- A. Defective work.
- B. Evidence indicating the probable filing of claims by other parties against the Contractor.
- C. Failure of the Contractor to make payments to sub-contractors, material suppliers and suppliers of labor.
- D. Damage to another contractor.

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- E. Lack of progress of work for by a contractor that affects the progress of work of other contractors under a separate contract related to the same project. The County reserves the right to withhold payment until work has progressed to a satisfactory manner and/or to compensate other contractors under separate contracts related to any project delays. This would include but not be limited to; labor, materials and equipment associated with any necessary rework, compensation for extended completion of work duration, extended schedule of work, mobilization/ remobilization of other prime contractors.

The above does not include unforeseen work and/or unforeseen conditions that add time and/or costs to the project that is unavoidable by contractors.

- 7.06 RESPONSIBILITY OF THE CONTRACTOR - Unless specifically noted otherwise, the Contractor shall furnish and pay for all materials and services and perform all the work described by the Contract Documents, or shall have all materials and services furnished and all the work, performed at his expense. It shall also be the Contractor's responsibility to pay for:
 - A. Replacement of survey benchmarks, reference points and stakes provided by the Owner under Paragraph 2.15.
 - B. Lands by Contractor provided in accordance with Paragraph 3.08.
 - C. Insurance obtained in accordance with Paragraph 5.01.
 - D. Fire Insurance obtained in accordance with Paragraph 5.01.
 - E. Performance Labor and Material Payment Bond obtained in accordance with Paragraph 5.04.
 - F. Royalties required under Paragraph 5.05.
 - G. Permits and Licenses required of the Contractor and all subcontractors.
 - H. All applicable taxes and fees, including sales and compensating use taxes except sales and compensating use taxes of the State of New York and of cities and counties of the State, on all materials sold to the Owner under this Contract.
- 7.07 PAYMENT FOR UNCORRECTED WORK - Should the Architect / Engineer direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.
- 7.08 PAYMENT FOR REJECTED WORK AND MATERIALS - The removal of work and materials rejected under Paragraph 4.05 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of the replacement of work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.
 - A. Removal of rejected work or materials and storage of materials by the Owner in accordance with Paragraph 4.05 shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds there from after deducting all the costs and expenses that should have been borne by the Contractor.

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- 7.09 PAYMENT FOR EXTRA OR OMITTED WORK - The Contractor after receiving instructions to submit a proposal for Extra Work or for the Omission of Work shall within ten (10) days, except in an emergency endangering life and/or property, furnish the Architect / Engineer with a Change Order Proposal for transmittal to the Owner. The Contractor shall also submit to the Architect / Engineer an itemized sheet or sheets showing the labor, and separately, the materials to be sold to the Owner involved in the Change Order, together with (1) a maximum mark-up for overhead and profit of 15% on the sum of the aforementioned where the work is to be performed solely by the Contractor, or (2) a maximum mark-up for overhead and profit of 10% by a sub-contractor where the work is to be performed by the sub-contractor with a 5% maximum mark-up by the contractor on the total sub-contractor cost proposal. The Architect / Engineer shall promptly review the change order proposal and forward it to the Owner, together with his recommendations. The addition to or deduction from the contract amount shall be a sum for the materials sold to the Owner and a separate sum for labor and other costs, based on the Contractor's proposal, approved by the Architect / Engineer and accepted by the Owner.

The County is due a credit or a reduction in the total contract amount for omitted work that was originally included in the scope of work; whether it was included in the base bid or by an increase contract amendment (change order). The work previously agreed upon that is not performed by the contractor will result in a decrease contract amendment (credit change order) at a negotiated price between the design consultant (if applicable), The County and contractor.

If the decrease contract amendment is in relation to a previously approved change order, the Overhead and Profit percentages as described above will still apply to the portion of said change order that is being credited. The County will also be credited any unused portion of a given allowance included within the base bid via a decrease contract amendment. If the credit change order is related to work removed from the original base scope of work associated with the Project at the direction of the Owner, a reasonable Overhead and Profit (O&P) percentage is to be included as part of the change order. It is understood that the Contractor submits bid proposal price at their discretion and therefore the O&P percentage will be proposed by the Contractor and negotiated or approved by the Owner and/or Architect/ Engineer.

- 7.10 PAYMENT FOR WORK SUSPENDED BY THE OWNER - If the work or any part thereof shall be suspended by the Owner, the Contractor will then be entitled to payment for the cost of all work done on the portions so abandoned, but such payment shall not exceed the value of such portion of the work as established under Paragraph 7.01.
- 7.11 PAYMENT FOR WORK BY THE OWNER - The cost of the work performed by the Owner in removing construction equipment, tools and supplies in accordance with Paragraph 3.11 and in correcting deficiencies in accordance with Paragraph 3.13 shall be paid by the Contractor.
- 7.12 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT - Upon termination of the Contract by the Owner in accordance with Paragraph 3.14, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all overhead cost, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner, and approved by the Architect / Engineer.
- 7.13 PAYMENT FOR WORK TERMINATED- Upon suspension of the work or termination of the Contract by the Owner, the Contractor shall recover payment from the Owner for the work performed as negotiated with the owner. See Section 7.09 above for additional information.
- 7.14 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS - Samples furnished in accordance with Paragraph 2.11 shall be furnished by the Contractor at his expense.

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A. Testing of samples and materials furnished in accordance with Paragraph 2.11 shall be arranged and paid for by the Owner unless otherwise specified in the detailed specifications.

- 7.15 RELEASE OF LIENS - The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.
- 7.16 ACCEPTANCE AND FINAL PAYMENT - When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Architect / Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the Performance Bond, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Architect / Engineer to assemble and check the necessary data.
- 7.17 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The Contract will be considered complete when all work has been finished, the final inspection made by the Architect / Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as required by the Guaranty Period in accordance with Paragraph 4.09, and as provided in Paragraph 7.18.
- 7.18 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT - The approval of the final Request for Payment by the Architect / Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within two years from the date of written acceptance of the work, or within such longer period as may be incorporated in the Detailed Specification Requirements. The Architect / Engineer shall decide all questions arising under this paragraph.

SECTION 8 - WAGES AND LABOR CONDITIONS

- 8.01 WORKING HOURS - No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.
- 8.02 WAGE RATES AND SUPPLEMENTS - Each laborer, workman or mechanic, employed by the Contractor, subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rates of wages and shall be provided supplements not less than the prevailing supplements, as determined by the Industrial Commissioner of the State of New York (see "Information for Bidders").
- 8.03 DISCRIMINATION
- A. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

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- B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national origin;
- C. There may be deducted from the amount payable to the Contractor by the County of Erie under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
- D. This contract may be cancelled or terminated by the County of Erie and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
- E. The aforesaid provisions of this section covering every contract for or on behalf of the County of Erie for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.
- F. General Regulation No. 1 as issued by the State Commission Against Discrimination states: "It is hereby agreed by and between the parties hereto that every contractor and subcontractor engaged in the public work described in this contract shall post and maintain at each of his establishments and at all places at which the public work described hereunder is being conducted, the Notice of the State Commission Against Discrimination indicating the substantive provision of the Law Against Discrimination, where complaints may be filed, and other pertinent information. Such Notice shall be posted in easily accessible and well lighted places customarily frequented by employees and applicants for employment."
- G. Provision of the State Law Against Discrimination also prohibits discrimination in employment because of age.

8.04 EQUAL EMPLOYMENT OPPORTUNITY

In the performance of work under Erie County Contracts or any subcontract, no Contractor, subcontractor, nor any person acting on behalf of such Contractor, or subcontractor, in their employment practices, shall by reason of race, color, national origin, sex, age, religion, marital status, or disability discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. Reference Title VI of the Civil Rights Act of 1964 (42 USC 200d).

Executive Order 11245, 30 Federal Regulation 12319 (1965) (Equal Opportunity Clause)

During the performance of Erie County contracts, the Contractor agrees:

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, religion, marital status, or disability. The Contractor will take affirmative action to ensure the applicants are employed and employees are treated during employment, without regard to their race, color, national origin, sex, age, religion, marital status, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- B. The Contractor agrees to appoint an Equal Employment Opportunity (EEO) officer whose function will be to assure that said Contractor participates fully and effectively in the County of Erie Affirmative Action Program in compliance with the requirements of the County of Erie Contract.

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- C. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the EEO officer setting forth the provisions of this non-discrimination clause.
- D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, sex, age, religion, marital status, or disability.
- E. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the organization EEO officer, advising the labor union or workers' representative of the Contractor's commitment under Executive Order No. 11246 on September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- F. The Contractor will file, by the fifteenth day of each month with the EEO office and the Contracting Agency, a monthly manpower utilization report of his work force on the Erie County project for the preceding month, broken down by racial groups, craft status, and job classification and including (a) the number of minority workers he has secured and (b) the type of On-the-Job Training he has provided on the Erie County project, the classification of said minority participants (apprentices, journeymen, and trainees), the specific crafts in which they have received training, and the number of hours they have worked.
- G. The Monthly Manpower Utilization Report shall be attached to every Request for Payment Application. Payment Requests will not be reviewed unless the manpower utilization report is attached.
- H. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and all relevant rules, regulations, and orders of an Erie County Contract and the Erie County Affirmative Action Program.
- I. In the event of the Contractor's non-compliance with the nondiscrimination clauses of an Erie County Contract or with any such rules, regulations, or orders that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Erie County contracts in accordance with the procedures authorized in Executive Order No. 11246 or as otherwise provided by law.
- J. The Contractor will include the provisions of paragraphs a. through i. in every subcontract or purchase order unless specifically exempted by the rules, regulations, or orders, of an Erie County contractual agreement, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with any subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the County of Erie to enter into such litigations to protect the interests of the County of Erie.

8.05 MONITORING

- A. The EEO Office has the responsibility of administering the Monitoring Program for the County of Erie and its Affirmative Action Program. During the monitoring of an organization, the EEO Office shall receive the full cooperation of the Contracting Agency in dealing with organizations needing remedial actions.
- B. The objective of the County of Erie's Monitoring Program is a systematic review, by the EEO Office, of the Contractor's performance in meeting the goals of minority utilization at each level of his work force. There will be two basic results from the County of Erie's monitoring process:

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- C. Acceptable achievement or progress, according to the program for construction contracts on County of Erie projects, toward the County of Erie's goal of 13.2% minority manpower utilization, and in addition, the County of Erie's goal for the utilization of women in the area of construction shall be in accordance with the U.S. Department of Labor's goal of 6.9%.
 - 1. Insufficient progress toward goals according to the program; if an organization is found to be unwilling to correct deficiencies after a recommended non-compliance investigation, the County of Erie may:
 - a. Summon the Contractor to a hearing
 - b. Withhold progress payments in part or in full
 - c. Cancel the Contract
 - d. Bar the award of future contracts until the Contractor can demonstrate that he will comply
- D. The County of Erie's Monitoring Program will consist of both Off-Site and On-site monitoring.
- E. Off-Site monitoring program shall consist of Monthly Employment Utilization reports submitted via LCPtracker. Due to the regular turnover of the work force of a construction Contractor and because of Federal Compliance reporting requirements, all Contractors and subcontractors must submit these monthly reports to the Erie County EEO Office and the Contracting Agency. These reports will state an employee's EEO identification trade, classification, hours worked, and the percentage of completion for each County of Erie project for each reporting month.
- F. On-Site monitoring, for the purpose of verifying these monthly reports, will be dependent on but not limited to:
 - 1. The compliance status of each Contractor for each County of Erie construction project.
 - 2. Length of the contract, subcontract, or grant and its percentage of completion.
 - 3. Size of the labor force of the organization.
 - 4. Degree of employment opportunity the County of Erie contract, subcontract, or grant will offer to minority workers.
 - 5. Past record of affirmative action achievement of the organization.
 - 6. Past record of affirmative action compliance performance under the EEO Office.
- G. The EEO Office will have an ongoing Master File, dealing with each Contractor or subcontractor for each County of Erie construction project participated in for reference of the past performance of each Contractor.
- H. In the event any deficiencies are found during an Off-Site or On-Site analysis, organization officials shall receive a summary of these deficiencies and the audits made for each reporting month. Any violations found will be fully explained and discussed with the Contractor or subcontractor. During discussions with the EEO Office and the Contracting Agency, alternative solutions to particular problems will be explored. At this time, attempts will be made to obtain the Contractor's agreement to take action by specified dates and a duplicate copy of the agreement will be sent to the Contractor or subcontractor.

8.06 COUNTY OF ERIE MINORITY AND WOMEN'S BUSINESS ENTERPRISE COMMITMENT
Minority/Women's Business Utilization Commitment:

- A. Erie County's Minority and Women's Business Utilization Local Law. No. 6, 1987 requires all prime contractors awarded construction contracts let by the County of Erie to exemplify Affirmative Action and subcontract to minority and women's business enterprises MBE/WBE. For the purpose of these regulations, the term "Minority Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by minority group members. Minority group members are citizens of the United States who are Blacks, Hispanics, Asian Americans, American Indians, Eskimos and Aleuts. MBE's must be certified by the Erie County and/or the Erie County City of Buffalo Joint Certification Committee.
1. For the purpose of these regulations the term "Women's Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by women. WBE's must be certified by Erie County and/or the Erie County/City of Buffalo Joint Certification Committee.
 2. Be it further understood that in order for a Minority and/or Women's Business to be certified as such by Erie County and/or the Erie County City of Buffalo Joint Certification Committee and the proposed business is incorporated, that the MBE/WBE must own and control 51% of the stock authorized to be issued by the corporation. Such authorization is made in the Certificate of Incorporation.
 3. The County of Erie has determined that a goal of ten percent (10%) of the total contract value represents a fair share of minority business utilization and two percent (2%) of the total contract value represents a fair share of women's business utilization on each construction contract awarded.
 4. This local law requires that positive efforts be made by recipients of Erie County construction contracts to utilize minority and women owned business sources for supplies, services and professional services, allowing these sources the maximum feasible opportunity to compete for contracts, subcontracts and third-tier contracts to be performed.
 5. All prime contractors awarded Erie County contracts estimated to exceed \$100,000 are to take positive steps "to afford fair opportunities to MBE's and WBE's". Positive steps shall include but not be limited to:
 - a. Utilizing a source list of bona fide minority and women's business enterprises.
 - b. Solicitations of bids from MBE's and WBE's particularly of those located in Erie, Niagara, Cattaraugus and Chautauqua Counties.
 - c. Giving minority and women firms' sufficient time to submit proposals in response to solicitations.
 - d. Maintaining records showing minority and women's business enterprises and specific efforts to identify and award contracts to these companies.

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- e. Each contractor bidding on a County of Erie Contract is to contact MBE's and WBE's and solicit bids for various aspects of each project. The contractor is to supply the County MBE/WBE office with information regarding contracts for services and products with minority and women's business enterprises and the dollar amount of each contract on the Minority Business Utilization Report.
- 6. Where the MBE or WBE is a supplier, a credit of one hundred percent (100%) of the dollar value of the subcontract between the MBE or WBE and the Contractor shall be awarded toward the fulfillment of the appropriate goal.
- 7. For purposes of this Section, a MBE or a WBE will be considered a supplier when it:
 - a. Assumes actual and contractual responsibility to furnish supplies and/or materials and is the manufacturer of those supplies and/or materials; or
 - b. Is recognized by the manufacturer involved as a distributor of its supplies and/or materials; and
 - c. Owns or leases a warehouse, yard, building or other facility which is necessary and customary to carry out the purported function of the business; and
 - d. Distributes, delivers and services the supplies and/or materials with its' own staff.
- 8. Where an MBE or WBE performs a sales function, which is customarily performed as a distinct and necessary part of the supply process, a credit of twenty-five percent (25%) of the dollar value of the subcontract between the MBE or WBE, the Contractor will be awarded toward the fulfillment of the appropriate goal.
- 9. Where the MBE or WBE performs a function or service which is commercially unnecessary, such as acting as a passive conduit in the supply process of duplicating a service provided by others in the same chain of supply from manufacturer to purchaser, no credit will be granted toward the appropriate goal.
- 10. The qualifications set forth in subsections, above of this Action shall be certified by the Erie County Equal Employment Opportunity Office.
- 11. All bidders shall submit a properly executed Minority/Women Business Enterprise Utilization Report Part A with their bid proposal at the time of bid.
- 12. In the event of a joint venture participating in this MBE/WBE Program, the Joint Venture Disclosure Affidavit must be submitted with the Minority/Women Business Enterprise Utilization - Prime Contractor Affidavit. Only to the extent that a minority and/or women's business enterprise contributes to and is paid for its participation in a Joint Venture will that dollar amount be credited towards the 10% and/or 2% respectively goal of minority/women's participation in the County of Erie MBE/WBE Program.
- 13. MBE's and WBE's must be certified before their participation may be credited toward the respective 10% and 2% goal. Where the proposed MBE and/or WBE are not certified by Erie County or the Erie County/City of Buffalo Joint Certification Committee, the appropriate Certification Disclosure Affidavit must be filed with the appropriate Erie County/City of Buffalo Department. Forms and lists of certified MBE's/WBE's may be obtained by calling 858-7542.

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14. Should a bidder conclude that they would be unable to satisfy the MBE/WBE goal, the bidder shall submit a properly executed Minority/Women Business Enterprise Utilization – Waiver Request Form with their bid proposal. Waivers shall be granted only where the availability of MBE's and/or WBE's in the market area of the project is less than the respective 10% and 2% goal.
15. Sufficient information must be provided on the Minority and/or Women's Business Enterprise Utilization Waiver Request to ascertain whether a waiver should be approved, conditionally approved or rejected by the Department of Public Works on the advice of the MBE/WBE Office.
16. A waiver approval limits the contractor's obligation to solicit MBE's and/or WBE's for a particular project only. It does not relieve the contractor of MBE/WBE utilization for any other County of Erie project on which he submits a bid.
17. Conditional approval of the waiver request makes it necessary for the contractor to continue soliciting MBE's/WBE's for contracting purposes, after he has been declared the low bidder.
18. A MBE/WBE Utilization Waiver Request will be rejected if the contractor:
 - a. Fails to provide information on the Minority and/or Women's Business Enterprise Utilization Report at the time of the Bid opening.
 - b. Provides fraudulent information on the MBE/WBE reports.
 - c. Fails to make an honest good faith effort to recruit a contractor with MBE's/WBE's.or
 - d. Takes any other action which is contrary to the spirit and intent of the law.
19. The information provided on the MBE/WBE Waiver Request and the MBE/WBE Utilization Report will be considered concurrently to determine if a waiver should be approved, conditionally approved or rejected.
20. The successful low bidder shall submit to the Erie County MBE/WBE Office within 15 business days of the bid opening, a schedule for minority/women's business enterprise participation, listing the minority/women's business enterprise with whom the contractor intends to subcontract, specifying the agreed price to be paid for such work, and identifying in detail the contract item(s) or parts to be performed by each minority/women's business enterprise.
21. A letter of intent to enter into a subcontract or purchase agreement, contingent upon contract award, indicating the agreed upon price and scope of work, shall be provided, signed by both the contractor and the minority/women's business enterprise. The prime contractor shall not substitute or delete the listed minority and/or women's business enterprise without the written consent of Erie County.
22. In the event that the MBE/WBE goal for the contract is not met, the contractor shall provide sufficient documentation to establish that every positive effort was made to identify, solicit and negotiate with MBE's and WBE's in pursuit of the goal. Such documentation includes, but is not limited to advertisement in minority-focus media, written contact with minority contractors' associations and community groups and copies of direct solicitation of individual minority businesses indicating sufficient time to prepare quotations. Where an MBE/WBE is rejected due to price, the contractor shall provide documentation of the successful bidder's price along with evidence showing the work to be performed in the same, and not a reduced portion thereof.

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23. The contractor shall provide to the Erie County MBE/WBE Office copies of all subcontracts and/or purchase agreements with minority/women's business enterprise within 15 days of contract award. A Notice to Proceed with construction shall not be issued until acceptable documentation is received.
24. Upon completion of the work, the contractor shall provide a properly executed Minority/Women Business Enterprise Utilization Report – Part A-Part D, certifying the total dollar amounts expended to the MBE's & WBE's subcontracted with. This report and all cancelled checks necessary to verify certification are to be submitted to the Erie County MBE/WBE Office, prior to final payment request.
25. In the event a contractor fails to comply with these provisions, Erie County may:
 - a. Summon the contractor to a hearing.
 - b. Withhold progress payments in part or in full.
 - c. Cancel the contract.
 - d. Bar award of future contracts until the contractor can demonstrate that he will comply.
26. It is, hereby, the County of Erie's commitment to assure that on all contracts awarded, prime contractors expend a fair share of the contract with bona fide Minority and Women Owned business enterprises in accordance with the goals set forth in the Minority Business Utilization Local Law, No. 1, 1987.
27. Failure to comply with the provisions of the law shall constitute a break of contract subject to all remedies available to Erie County.
28. The Prime Contractor and all Minority and Women Owned Business subcontractors are bound by all requirements as put forth in the County of Erie Standard General Conditions and all modifications thereto contained in these Contract Specifications.

8.07 COUNTY OF ERIE EXECUTIVE ORDER #13 "PAY EQUITY CERTIFICATION ON COUNTY CONTRACTS"

- A. During the term of this Contract, the agency shall comply with Executive Order 13 (2014), and the Agency shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the agency, its offices and facilities, for the purpose of verifying information supplies in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order No. 13 (2014). Violation of the provisions of Executive Order 13 (2014) which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.
 1. Refer to Appendix C for the Erie County Executive Order #13 and Equal Pay Certification Form.
 2. The Equal Pay Certification Form shall be submitted with the bid proposal.

8.08 COUNTY OF ERIE EXECUTIVE ORDER #18 "FIRST SOURCE HIRING POLICY FOR COUNTY CONSTRUCTION PROJECTS"

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- A. During the term of this Contract, Erie County Executive Order No. 18 (2017) may apply. Violation of the provisions of Executive Order 13 (2014) which is attached hereto and made a part hereof, can constitute grounds for the immediate termination of this contract and may constitute grounds for determining that a bidder is not qualified to participate in future county contracts.
1. Refer to Appendix D of the General Conditions for the Erie County Executive Order #18, Rules and Regulations, Erie County Local and Disadvantaged Worker Compliance Certification, County of Erie Executive Order #18 Monitoring and Reports, and First Source Policy Targeted Zip Codes.
 - a. First Source Policy Targeted Zip Codes are provided for information only and subject to change.
 - b. Be advised that the Contractor will be required to provide monthly reports demonstrating good faith effort to meet the required work force goals using LCPtracker web-based software.
 2. The Erie County Executive Order #18 Attestation and Statement of Workforce shall be submitted with the bid proposal.
- B. Requirements of Executive Order No.18 are as shown in Appendix D of the General Conditions and are summarized below. It should be noted that Executive Order No. 18 does not apply to work hours performed by individuals residing outside of New York State per the language of the Executive Order.
- a. 100% of the workforce must be from New York State's 8 Western Counties.
 - b. 70% of the workforce must be from County of Erie.
 - c. 30% of the workforce must be from the identified zip codes included in Appendix D and/or one of the following qualifying disadvantaged status as described below
 - i. Area Medium Income
 - ii. Released from prison in last 10 years
 - iii. Participated in Temporary Assistance for Needy Families Program
 - iv. Participated in Supplemental Nutritional Assistance Program
 - v. Was unemployed for a least 12 consecutive months.

SECTION 9 – ACCOUNTABILITY

- 9.01 The Contractor shall be fully accountable for his performance under this contract and agrees to answer under oath all questions relevant to the performance thereof and to any transaction, act, or omission had, done or omitted in connection therewith if called before any Judicial, County or State Officer or agency empowered to investigate the Contract or its performance.
- 9.02 It shall be the contractor's responsibility for providing and maintaining daily sign-in books for all persons on the project site including; employees, visitors or otherwise at all times during the duration of the project until the project has been completed. Copies of the sign in books are to be provided to the Owner if requested.
- 9.03 It is the Contractor's responsibility to perform all work in accordance with the Occupational Safety and Health Administration (OSHA) rules and requirements. All contractors are to ensure that all employees assigned to the Project as defined within the Project Documents, have been OSHA 10 certified. Proof of certification to be uploaded to the LCPtracker software system.
- 9.04 Contractor to ensure that at least one (1) approved fire extinguisher device is on the contraction site at all times. Additional fire extinguishers to be provided at the locations, as applicable, as follows:
- At each stairway on all floor levels where combustible materials have accumulated.
 - In every storage and construction shed.
 - Additional portable fire extinguishers shall be provided where special hazards exist, such as the storage and use of flammable and combustible liquids

**SECTION 10 - THE ERIE COUNTY WORKFORCE DEVELOPMENT AND DIVERSIFICATION NEW YORK
STATE CERTIFIED WORKER TRAINING PROGRAM**

- 10.01 County of Erie Local Law No. 3-2018

**COUNTY OF ERIE
LOCAL LAW INTRO NO. 3 - 2018**

A LOCAL LAW in relation to a requirement for New York State Certified Worker Training Programs by contractors and subcontractors under construction contracts, as defined herein, with the County of Erie.

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:

Section 1. Legislative Intent.

The Erie County Legislature hereby finds, declares and determines that:

- A. New York Labor Law Section 816-b specifically authorizes this Local Law.
- B. There has been a long and productive history of partnership between labor and management in the training of workers in New York State.
- C. New York State Certified Worker Training Programs are valuable educational and training tools for the local workforce by reducing reliance on out-of-area labor for construction projects.
- D. New York State Certified Worker Training Programs provide opportunities to residents in this area through training and education for skilled jobs.

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- E. These skilled jobs allow us to reinvest our taxpayer dollars spent on local construction projects so that local workers and local tax dollars remain within the local community.
- F. It would be valuable to encourage labor and business/industry to participate in New York State Certified Worker Training Programs to meet the increased need for trade persons while providing residents the means to earn a better living and fostering the local and regional economies.
- G. It is valuable for local government to encourage broad participation in such New York State Certified Worker Training Programs by the residents of Erie County and to foster the equal opportunity of men and women of all races and backgrounds to participate in order to enhance workforce development and diversification, and to prevent exclusionary practices which have historically excluded women and minorities.
- H. The New York State Department of Labor sets objective standards and provides oversight for New York State Certified Worker Training Programs. These Programs are important because they require on-the-job training and classroom training, and provide objective industry standards. In effect these programs lead to a standardized, cost effective and skilled local workforce.
- I. Nothing in this Local Law should be read to abrogate the duty of Erie County with respect to its MBE/WBE requirements.

Section 2. Short Title.

This Local Law shall be known as "The Erie County Workforce Development and Diversification New York State Certified Worker Training Program."

Section 3. Definitions.

- A. "New York State Certified Worker Training Program" shall mean: a state registered and regulated apprenticeship program through the New York State Department of Labor that has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law, that includes the following standards:
 - i. An organized, written plan in place that embodies the terms and conditions of employment, and the training and supervision of one or more workers;
 - ii. A schedule of wages to be paid to the worker consistent with the skills required and approved by the New York State Department of Labor;
 - iii. Equal opportunity and affirmative action plans;
 - iv. Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff;
 - v. A minimum of ten percent (10%) of the total construction workers. Trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must be consist of persons participating in a New York State Certified Worker Training Program.
 - vi. In all cases, such Certified Apprenticeship Training Program must be specific to the type and scope of work which is being performed and must have a graduation rate of at least thirty percent (30%) as determined by the New York State Department of Labor.

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- B. "Commissioner" shall mean the Commissioner of the Erie County Department of Public Works.
- C. "Construction contract" shall mean projects with a value in excess of \$250,000 where Erie County is a direct or indirect party to the contract which includes more than an incidental amount of construction type activity intended to benefit the public, including all work which is necessary, incidental or connected with the execution of the contract which is performed by construction workers. A public entity need not be party to the construction contract. A construction contract includes: projects that Erie County funds directly, projects that Erie County funds indirectly by providing funds to a separate entity to perform the construction type activity; privately financed construction projects specifically built with the intent of leasing them to any Department of Erie County government; and construction projects built under Erie County's direction and later paid for with Erie County funds.
- D. "Construction subcontract" shall mean any subcontract between a contractor who has a construction contract as defined in Section 3, subdivision C above.
- E. "Contractor" or "subcontractor" shall mean a contractor or subcontractor that directly employs construction workers, as defined below, under a construction contract or construction subcontract, as defined herein, for which a New York State Certified Worker Training Program is required.
- F. "Construction worker" shall mean an individual directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees or those construction workers for which a New York State Certified Worker Training Program does not exist.

Section 4. Requirements.

- A. Any contractor, prior to entering into a construction contract as set forth in section 3 (C) above, or any subcontractor entering into a construction subcontract with a contractor who has a construction contract with the County of Erie is required to have in place and provide written proof of same at the time of bid a New York State Certified Worker Training Program, either internally to the contractor or subcontractor and/or through an organization servicing several contractors or subcontractors, appropriate for the type and scope of work to be performed.
- B. Any contractor or subcontractor, as defined herein, shall strive to meet the minimum workforce development and diversification goals set forth in section 3(A) (iv) above. Such contractors and/or subcontractors shall provide the Commissioner or designated compliance officer with the following:
 - i. A monthly workforce census and such other employment and/or payroll records necessary to verify an attempt to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.
 - ii. Access to and cooperation with the project compliance officer to review records on-site and/or at worksite premises to validate attempts to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.
 - iii. With bid submission, a statement committing to providing apprenticeship training opportunities to workers, as well as details of workforce diversification recruiting program directed at attracting candidates to fill positions to meet the minimum workforce development and diversification goals set forth in Section 3(A)(iv) above.

Section 5. Rules & Regulations.

As of the date this Local Law becomes effective, the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this Local Law, provided that the Legislature, by simple

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majority, has not voted to disapprove such rule or regulation within sixty (60) days from the Commissioner's written notice to the Legislature that such rule or regulation has been promulgated.

Section 6. Equal Employment Monitoring.

There shall be an Independent Monitor to report on the compliance of each County contractor and subcontractor with this Local Law's workforce development and diversification goals. The Commissioner of DPW shall develop regulations that provide for the compensation of the Independent Monitor.

The Monitor shall monitor and review every facet of construction to report what percentage of the goals that are established for minority and female participation are met or exceeded. The Monitor shall report to the Equal Employment Opportunity Office on the compliance of each contractor and subcontractor with the workforce development and diversification goals.

The Monitor shall file monthly reports with the Equal Employment Opportunity Office regarding the actual workforce development and diversification goals, including reporting all instances of non-compliance; make appropriate recommendations to the Equal Employment Opportunity Office when non-compliance is evident with supportive documentation; develop a database of the workforce of each contractor and subcontractor to provide a visual format of each contractor's workforce, both monthly and year-to-date cumulative totals on each construction contract.

Section 7. Compliance.

The Director of Erie County Division of Equal Employment shall ensure that all contractors and subcontractors entering into a construction contract as it is defined herein, maintain records which prove that each construction worker as it is defined herein, signs in and out at the beginning and end of each day, listing next to his or her name his or her craft, and status as journeyman or apprentice, if applicable.

Section 8. Penalties.

Violation of any provision of this Local Law shall constitute cause, grounds or other legal justification for termination of any contractual agreement with any contractor or subcontractor engaged in a construction contract or construction subcontract with the County, in accordance with County and state laws, rules and regulations governing the termination of such contractual agreements.

Section 9. Severability.

If any clause, sentence, paragraph, subdivision, section or part of this Local Law or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order of judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Local Law or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance directly involved in the controversy in which such judgment or order shall be rendered.

Section 10. Applicability.

This Local Law shall apply to construction contracts advertised for bids on or after the effective date with the following condition:

Apprenticeship agreements currently in place as of the effective date of this Local Law which are still in probationary status or apprenticeship agreements which were in probationary status during the period preceding the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, shall be exempt from the 30% apprenticeship graduation requirement specified in Section 3 (A) (vi) for the

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period measured from the date the apprenticeship program is registered with the New York State Department of Labor plus the specific trade's program length plus two years.

Section 11. Effective Dates.

This Local Law shall take effect 30 days after the filing with the Secretary of State, in accordance with Section 27 of the New York State Municipal Home Rule Law.

SPONSORS: PATRICK BURKE
APRIL N.M. BASKIN
JOHN BRUSSO

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10.02 Rules and Regulations Adopted by the Erie County Commissioner of Public Works Regarding Local Law No. 3-2018

**RULES AND REGULATIONS ADOPTED BY THE
ERIE COUNTY COMMISSIONER OF PUBLIC WORKS
REGARDING:
COUNTY OF ERIE
LOCAL LAW NO. 3-2018**

A LOCAL LAW in relation to a requirement for New York State Certified Worker Training Programs by contractors and subcontractors under construction contracts, as defined herein, with the County of Erie.

Pursuant to Section 5 of Erie County Local Law No. 3-2018, "the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this Local Law..." Such rules and regulations are as follows:

1. Definitions.

"Bidders" – an individual or entity which submits a formal Bid for a Construction Contract, as hereinafter defined.

"Bids" – formal bids submitted for a Construction Contract, as hereinafter defined, in accordance with New York General Municipal Law.

"Commissioner" – Erie County Commissioner of Public Works

"Construction Contract" – a contract for a Project which includes more than an incidental amount of construction-type activity performed by persons in trades or careers for which there exists an NYSCATP, as hereinafter defined.

"Contracting Agency" – a department, division, board, agency or office of the County, an entity undertaking a Project that Erie County funds indirectly, or an entity undertaking a Project with the specific intent of leasing the completed Project to the County, which solicits and receives Bids for a Construction Contract.

"Local Law" – Erie County Local Law 3-2018

"Monitoring Agency" – the Erie County Equal Employment Opportunity Office

"New York State Certified Apprentice Training Program" or "NYSCATP" - a state registered and regulated apprenticeship program(s) approved by the Commissioner of the New York State Department of Labor in accordance with Article 23 of the Labor Law and the Rules and Regulations thereto.

"Prime Contractor" – the party with whom the Contracting Agency contracts with on a Project.

"Project" – the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise of any building, facility, roads, highways, bridges, or physical structure of any kind, estimated by the Contracting Agency as having a cost to complete in excess of \$250,000, for which the County is a direct or indirect party to a Construction Contract. Projects include those: that Erie County funds directly, either in whole or in part; that Erie County funds indirectly, either in whole or in part, by providing funds to a separate entity to perform the construction-type activity; privately financed construction projects specifically built with the intent of leasing the completed project to Erie County; and construction projects built under Erie County's direction and later paid for with Erie County funds.

"Rules" – these rules and regulations promulgated by the Commissioner pursuant to the Local Law.

"Subcontractor" – A subcontractor to a Prime Contractor.

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“Workforce” – the total worker hours anticipated on the Construction Contract to be undertaken by workers in careers or trades for which there exists an NYSCATP.

2. Rules and Regulations.

- A. Each Contracting Agency shall include in its bid specifications provisions for the implementation of the Local Law and these Rules. Bids shall demonstrate a Bidder's ability to comply with the Local Law and these Rules and in the event that Bidder is a successful Prime Contractor on a Construction Contract.
- B. Bidder shall submit as part of the Bid a copy of the certification of approval of the NYSCATP by the New York State Department of Labor which will be used by the Bidder in connection with the Construction Contract. Such NYSCATP shall be a NYSCATP registered by the NYS Commissioner of Labor which will be utilized by the Bidder on the Construction Contract by the Bidder as a Prime Contractor or by the Bidder's Subcontractor(s).
- C. As part of its' Bid, Bidder shall provide a written plan demonstrating how apprentices will be utilized by the Bidder as Prime Contractor or by Subcontractor(s) to the Bidder as Prime Contractor. Such plan shall include at a minimum, but not be limited to the following:
 - i. An organized, written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
 - ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
 - iii. Equal employment opportunity and affirmative action plans.
 - iv. Demonstration that ten percent (10%) of the Workforce of the Prime Contractor (inclusive of the workforce utilized by any Subcontractor(s) to the Bidder) shall consist of persons participating in New York State Certified Apprentice Training Programs.
- D. In the alternative Bidder may provide a statement as to the inapplicability of apprenticeship participation on the Prime Contract and the related subcontracts due to the lack of career opportunities in NYSCATP approved by New York State Department of Labor Commissioner or that the magnitude of the Construction Contract would make use of apprentices impracticable. In the event that Bidder provides a statement that there is a lack of such career opportunities or the use of apprentices on the Construction Contract is impracticable, said Bidder may not be deemed non-responsive by virtue of the submission of such a statement, as determined by the Monitoring Agency. Applicability of this section will be viewed within the total Workforce of each Prime Contract and not as a function of each subcontract of the Construction Contract as a whole.
- E. As part of its' Bid, Bidder shall provide affirmation of its commitment toward acceptable achievement or progress towards the County of Erie workforce development and diversification goal in all construction contracts of thirty percent (30%) minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff.
- F. Contracting Agency may determine prior to the advertisement of bids for the Project or prior to the award of Bids that the nature of the Construction Contract does not provide an adequate opportunity for the use of NYSCATP for such reasons including, but not limited to, that:
 - i. 75% or more of the value of the Construction Contract involves material, equipment and/or supplies;
or

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

- ii. There is a lack of NYSCATP approved by the Department of Labor for at least 75% of the work hours anticipated to be spent on construction-type activity involved in the Construction Contract; or
 - iii. The Construction Contract is in response to an emergency condition; or
 - iv. The Project is estimated to cost less than \$250,000 or the Bid amount is less than \$250,000; or
 - v. None of the bids received were from Bidders who had an NYSTACP.
- G. All Bids shall be reviewed by the Monitoring Agency within 10 business days of delivery of the Bids by the Contracting Agency to the Monitoring Agency. A Contracting Agency shall not reject any Bid as being non-responsive to the requirements of the Local Law and these Rules, unless the Monitoring Agency, within 10 business days of receipt of Bids from the Contracting Agency, provides the Contracting Agency with a written report recommending non-responsiveness of the Bidder and the reasons therefore. Determination of a Bidder's compliance with the Local Law and these Rules shall be the responsibility of the Monitoring Agency.
- H. The Contracting Agency is permitted to require within the Bid specifications for a Project, a reasonable fee for the Prime Contractor to hire an independent monitor to review and report on the diversification goals of the Local Law

3. Effect

These Rules and Regulations shall become effective immediately. No Rule or Regulation promulgated herein shall be disapproved by the Erie County Legislature unless and until such time as the public, following 10 days advertised notice, is given the opportunity to comment upon such rule or regulation.

APPENDIX "A"

EQUAL EMPLOYMENT OPPORTUNITY FORMS

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

BID DATE: _____

TODAY'S DATE: _____

**ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE
UTILIZATION REPORT – PART A**

COMPANY: _____
AUTHORIZED REPRESENTATIVE: _____
ADDRESS: _____
TELEPHONE NUMBER: _____
PROJECT NAME: _____
PROJECT NUMBER: _____

- A. List actions taken to identify, solicit, and contact Minority Business Enterprise (MBE) & Women Business Enterprise (WBE) to bid on subcontracts for this project.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

- II. List all bona-fide Minority/ Women Business Enterprise, sub-contractors, suppliers, professional personnel, solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie.

MBE/WBE OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME				YES _____	
ADDRESS					
CITY, STATE					
TELEPHONE				NO _____	
IRS #					

MBE/WBE OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME				YES _____	
ADDRESS					
CITY, STATE					
TELEPHONE				NO _____	
IRS #					

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

MBE/WBE OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME _____				YES _____	
ADDRESS _____					
CITY, STATE _____					
TELEPHONE _____				NO _____	
IRS # _____					

MBE/WBE OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME _____				YES _____	
ADDRESS _____					
CITY, STATE _____					
TELEPHONE _____				NO _____	
IRS # _____					

MBE/WBE OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
NAME _____				YES _____	
ADDRESS _____					
CITY, STATE _____					
TELEPHONE _____				NO _____	
IRS # _____					

III. Assistance offered by contractor to MBE's/WBE's as to bonding, union requirements obtaining work capital, etc.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

IV. Total Dollar Amount to be subcontracted to:

Minority Business Enterprise(s). \$ _____

Women Business Enterprise(s). (If applicable) \$ _____

V. Total Amount of Bid:

\$ _____

VI. MBE Percent (%) of project bid:

_____ %

WBE Percent (%) of project bid:

_____ %

VII. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

VIII. CONTRACTOR'S DESIGNATED EQUAL OPPORTUNITY OFFICER (EEO)

NAME

DATE

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

**COUNTY OF ERIE
MINORITY/WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT PART - B**

Certificate of Expenditures at 30% Completion of Project

Contractor: _____ Contract Name: _____

- I. List all bona-fide minority/women business enterprises, subcontractors, suppliers, professional personnel, or joint venture firms, with whom you have entered into a binding agreement in accordance with the Minority/Women Business Utilization Goal set forth by the County of Erie. Include minority trucking firms that will be utilized and include an estimated dollar amount. The information must be submitted to the County of Erie when the project is 30% complete.

MBE/WBE OWNED FIRMS (USE REVERSE SIDE IF MORE SPACE IS NEEDED)		TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
NAME					
ADDRESS					
CITY, STATE					
TELEPHONE					
MBE WBE					
IRS #					

MBE/WBE OWNED FIRMS (USE REVERSE SIDE IF MORE SPACE IS NEEDED)		TYPE OF WORK	DATE CONTRACT EXECUTED	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
NAME					
ADDRESS					
CITY, STATE					
TELEPHONE					
MBE WBE					
IRS #					

Erie County reserves the right to require documentation including, but not limited to, cancelled checks to verify these amounts.

- II. Total Dollar Amount to be subcontracted to:

Minority Business Enterprise(s). \$ _____

Women Business Enterprise(s). (If applicable) \$ _____

- III. Total Amount Expended to Date: \$ _____

- IV. Total Amount of Bid: \$ _____

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

V. MBE Percent (%) of project bid: _____ %
WBE Percent (%) of project bid: _____ %

I, _____
as an official representative of _____

do hereby certify that the information listed above is correct and complete.

_____ NAME	_____ DATE
_____ TITLE	

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

MINORITY / WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT – PART C
CERTIFICATION OF EXPENDITURES TO MBEs / WBEs

(To Be Completed by the Prime Contractor and submitted at the 75% payment level.)

Contractor: _____ Contract Name: _____

MBE / WBE	PART B CONTRACT AMOUNT OR ESTIMATE	TOTAL EXPENDED TO DATE	ESTIMATED AMOUNT REMAINING
MBE's			
WBE's			

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

I, _____
as an official representative of _____

do hereby certify that the information listed above is correct and complete.

NAME

DATE

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

MINORITY BUSINESS ENTERPRISE UTILIZATION REPORT – PART D
FINAL CERTIFICATION OF EXPENDITURE TO MBE'S / WBE'S

(To be completed by the prime contractor and submitted when contract is complete)

Erie County reserves the right to require documentation, including, but not limited to, cancelled checks to verify these amounts.

Contractor: _____ Contract Name: _____

MBE	TOTAL AMOUNT EXPENDED
WBE	TOTAL AMOUNT EXPENDED

TOTAL OF ALL MBE SUBCONTRACTS	\$
TOTAL OF ALL WOMEN SUBCONTRACTS (If applicable)	\$
AMOUNT OF CONTRACT (PRIME)	\$
FINAL MBE PERCENTAGE	%
FINAL WBE PERCENTAGE (If applicable)	%

I, _____
as an official representative of _____

do hereby certify that the information listed above is correct and complete.

_____ NAME	_____ DATE
_____	_____

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

AUTHORIZATION FOR RELEASE OF MBE INFORMATION

I, _____ as principal officer of:
_____ hereby authorize Erie County's representative to have access to:
_____ M.B.E. certification materials, filed with:
_____ File documents may be released to Erie County's representative to expedite the County's M.B.E. certification
process for:

SIGNED

DATE

TITLE

"Sworn to before me

This _____ day of _____, 2011"

Notary Public / Commissioner of Deeds

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE - WAIVER

COMPANY: _____
PROJECT NAME: _____
PROJECT NUMBER: _____
ADDRESS: _____
TELEPHONE NUMBER: _____

1. Contractor has made a good faith effort to adopt subcontracting on this project to those trades, professions, suppliers, etc. for which minority/ women's business enterprise bids could be solicited; and
2. The total percentage of the bid which could be subcontracted in trades, professions, suppliers, etc. for which minority business enterprises bids could be solicited is less than 10% for MBE's and/or 2% WBE's.

A waiver provided for by Erie County Local Law, is hereby requested on the ground that there are no / insufficient (circle the appropriate term) minority / women's business enterprises in the market area of this project which do subcontracting in the following field (list all trades, professions, supplies, etc. which could be subcontracted on this project):

- | | |
|----------|-----------|
| 1. _____ | 6. _____ |
| 2. _____ | 7. _____ |
| 3. _____ | 8. _____ |
| 4. _____ | 9. _____ |
| 5. _____ | 10. _____ |

(Use additional sheets if necessary.)

If a partial waiver is granted, the Contractor will make a good faith effort to meet the reduced goal.

_____ DATE	_____ SIGNATURE OF AUTHORIZED REPRESENTATIVE OF COMPANY
Granted in Whole: _____	
Granted in Part: _____	

Comments: _____

_____ EQUAL OPPORTUNITY OFFICIAL / TITLE	_____ DATE
_____ LETTING DEPARTMENT REPRESENTATIVE / TITLE	_____ DATE

APPENDIX “B”

**COUNTY OF ERIE – DEPARTMENT OF PUBLIC WORKS BUILDING PERMIT
APPLICATION AND INSURANCE REQUIREMENTS**

Exhibit 1B – Building Permit Application

Exhibit 2B – Contractor Insurance Requirements

MARK C. POLONCARZ
COUNTY EXECUTIVE



WILLIAM E. GEARY
COMMISSIONER OF PUBLIC WORKS

Building Permit Application

ECDPW Building Permit No.

Part I: General Information

1. Project Location and Information

Project Name:

Name and Address:

Building Name:

2. Architect/Engineer (Prime)

Name:

Address:

City, State, Zip: Phone Number:

3. Contractor

Name:

Address:

City, State, Zip: Phone Number:

4. Type of Construction or Improvement

☐ New Building: Proposed use is

☐ Conversion:

Current use is

Proposed use is

☐ Addition

☐ Alteration

☐ Repair/Replacement

☐ Relocation

☐ Demolition

☐ Sign

☐ Fence

☐ Equipment

☐ Other (Describe)

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

5. Use and Occupancy Classification

<input type="checkbox"/> Assembly Group A	<input type="checkbox"/> Business Group B	<input type="checkbox"/> Education Group E	<input type="checkbox"/> Factory Group F
<input type="checkbox"/> High-Hazard Group H	<input type="checkbox"/> Institutional Group I	<input type="checkbox"/> Mercantile Group M	<input type="checkbox"/> Residential Group R
<input type="checkbox"/> Storage Group S	<input type="checkbox"/> Utility Group U		

If Assembly, Factory, High-Hazard, Institutional, Residential or Storage indicate Group subcategory type (e.g. Assembly A4) and Describe:

6. Special Inspections Required (3Rd Party) ☐ N/A

<input type="checkbox"/> Electrical	<input type="checkbox"/> Mechanical	<input type="checkbox"/> Plumbing	<input type="checkbox"/> Geotechnical
<input type="checkbox"/> Foundations	<input type="checkbox"/> Compaction	<input type="checkbox"/> Steel	<input type="checkbox"/> Equipment
<input type="checkbox"/> Asbestos	<input type="checkbox"/> Hazardous Materials	<input type="checkbox"/> Medical Specialties	<input type="checkbox"/> Other:
<input type="checkbox"/> Chapter 17 – Structural Tests and Special Inspections			

7. Dimensions of EXISTING Buildings:

Description:	Width:	Length:	Height:	No. of Stories:

8. Dimensions of NEW Buildings:

Description:	Width:	Length:	Height:	No. of Stories:

9. Lot Dimensions:

Description:	Width:	Length:	Height:	No. of Stories:

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

10. Description of Project: (If need additional space please attach sheets to application). For any mixed occupancy, specify in detail the nature and extent of each use.

11. Estimated Project Cost

Cost of the work to be performed, **excluding** land costs:

--

CONTINUE TO PART TWO: DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY

Date Received:	Received by:	Forwarded to (for review):
Additional Approvals needed:		
<input type="checkbox"/> Historic Preservation	<input type="checkbox"/> Environmental Impact Statement	<input type="checkbox"/> Engineering:
<input type="checkbox"/> Attorney:	<input type="checkbox"/> Other (explain):	<input type="checkbox"/> None

Part II: Not Used

Part III: Project Location and Details

1. This application must be accompanied by two complete sets of plans and specifications. Depicting the scope of the work to be performed.
2. Location of the proposed structure or addition showing the number of stories and all exterior dimensions.
3. The distance of the proposal from all lot lines and any structure including neighboring structures.
4. The depth of the proposed foundation or footers.
5. The maximum percentage of the lot to be covered by building(s).
6. The Water Supply is: ☐ Municipal Water ☐ Existing Well ☐ New Well
7. Site is: ☐ Within Flood Plain ☐ **Not** within Flood Plain
☐ Designated as a Wetland ☐ **Not** Designated as a Wetland

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

8. A drawing showing the existing conditions surrounding the project area. The drawing must include but not limited to adjacent: locations, exiting requirements, fire separations and functional areas, etc. Indicate with sufficient clarity and detail the nature and extent of the work proposed and its context. Failure to do so will interrupt the approval process until all the pertinent information is received.
9. Architectural and/or Engineered drawings are required. Drawings need to be prepared by a New York registered Architect or Licensed Professional Engineer. When the project floor area exceeds fifteen hundred (1,500) square feet and/or the project costs twenty thousand (\$20,000) dollars or more.

Part IV: Notices (Read before signing):

1. Work conducted pursuant to a building permit must be visually inspected by the Code Enforcement Official and must conform to the New York State Uniform Fire Prevention and Building Code, and all applicable local, County of Erie, state and federal: laws, codes, rules and regulations.
2. In the event that there are changes to the scope of work that has been approved on the building permit, the Erie County Department of Public Works, Office of the Commissioner **must be notified immediately** of the same.
3. Prior to the start of Demolition activities the potential for exposure to asbestos and any other hazardous materials must be identified. Accordingly, an abatement plan that complies with New York State Department of Labor rules must be implemented.
4. It is the owner's responsibility to contact the Erie County Department of Public Works, Office of the Commissioner at (716) 858-8301 (Monday through Friday from 8am to 4pm) at least **72** hours before the owner and/or contractor wishes to have an inspection conducted. Inspections will be performed by appointment only. More than one inspection may be necessary. This is especially true for "internal work" which will eventually be covered from visual inspection by additional work (i.e. electrical work later to be covered by a wall).

Part V: Inspections (Read before signing):

1. **PROVISIONS SHALL BE MADE FOR INSPECTION OF THE FOLLOWING ELEMENTS OF THE CONSTRUCTION PROCESS, WHERE APPLICABLE:**
 - a. Work site prior to the issuance of a permit
 - b. Fire rated construction
 - c. Footing and foundations
 - d. Fire rated penetrations
 - e. Preparation for concrete slab
 - f. Solid fuel burning heating appliances, chimneys, flues or gas vents
 - g. Framing
 - h. Energy code compliance

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

- i. Rough-in of all building systems, including but not limited to: Electrical, Plumbing, Gas or Fuel Piping, Security, HVAC, Temperature Controls, etc.
 - j. A final inspection after all work authorized by the building permit has been completed
- 2. DO NOT PROCEED TO THE NEXT STEP OF CONSTRUCTION IF SUCH "INTERNAL WORK" HAS NOT BEEN INSPECTED. Otherwise, work may need to be removed at the contractor's expense to conduct the interior inspection. Close coordination with the Erie County Department of Public Works, Office of the Commissioner will greatly reduce this possibility.
- 3. All permitted electrical work to be performed will be inspected by a certified independent third party having the prior approval of the Department of Public Works. Such inspections shall be paid for by the Contractor.
- 4. Owner hereby agrees to allow the Erie County Department of Public Works, Office of the Commissioner to inspect the sufficiency of the work being done pursuant to this permit, provided however, that such inspection(s) is (are) limited to the work being conducted pursuant to this permit and any other non work related violations which are readily discernible from such inspection(s).
- 5. New York State law requires contractors to maintain Worker's compensation and Disability Insurance for their employees. The contractor, as part of their Building Permit Application, shall submit copies of their NYS Workmen's Compensation and NYS Worker's Disability Insurance Certificates on the prescribed New York State forms. The County also requires Certificates of Insurance as limited on the attached Schedule for Contractors performing work on County property whether contracted by the County or third party. Please use the attached Standard Insurance Certificate with the "County of Erie, 95 Franklin St, Buffalo, NY 14202" listed as Certificate Holder.
- 6. All drawings and specifications submitted with a Building Permit Application for a Building Permit shall bear the seal and signature of a NYS Registered Design Professional per the requirements of NYS law. Building Permit Applications submitted without the seal and signature of a registered NYS Design Professional will be returned as incomplete.
- 7. If a Certificate of Occupancy is required, the structure shall not be occupied until said certificate has been issued.
- 8. Work undertaken pursuant to this permit is conditioned upon and subject to any State and Federal regulations relating to Asbestos Material and any other Hazardous Material.
- 9. This permit does not include any privilege of encroachment in, over, under, or upon any city street or right-of-way.
- 10. The building permit card must be displayed so as to be visible from the street nearest to the site of the work being conducted.

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

I, _____, the above named applicant, hereby attest that I am the contractor for the above referenced project and affirm under the penalty of perjury that all statements made by me on this application are true.

(Contractor Signature)

Date:

Please Return Completed Application to:

**Erie County
Department of Public Works
95 Franklin Street, Room 1400
Buffalo, NY 14202**

DO NOT WRITE BELOW THIS LINE – OFFICIAL USE ONLY

☐ Application Approved

Date:

Permit Number:

☐ Permit issued by:

Date:

CERTIFICATE OF OCCUPANCY OR COMPLIANCE MUST BE OBTAINED BEFORE OCCUPANCY USE.

☐ Certificate of Occupancy or Use by:

Date:

☐ Application Denied by:

Date:

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II CERTIFICATES OF INSURANCE

A Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV Minimum coverage with limits are as follows:

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

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is required.

IX. Waiver of Subrogation: Required on all lines unless noted

X Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law

Use Applicable Certificates Below:

Workers Compensation Forms

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

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

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

Edition Date: 3/29/2012

Page 1 of 1

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE



County of Erie Standard Insurance Certificate

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

DPW OFFICE OF THE COMMISSIONER

(Rev 3/11)

NOTE: AN INCOMPLETE APPLICATION MAY DELAY THE TIMELY ISSUANCE OF YOUR PERMIT; PLEASE ENTER N/A IF A SECTION IS NOT APPLICABLE

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

I. Insurance shall be procured and certificates delivered before commencement of work or delivery of merchandise or equipment.

II. CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, 95 Franklin St, Buffalo NY, 14202"

B. Coverage must comply with all specifications of the contract.

C. Must be executed by an insurance company, agency or broker, which is licensed by the Insurance Department of the State of New York. If executed by a broker, notarized copy of authorization to bind or certify coverage must be attached.

III. Forward the completed certificate to: County of Erie, (Department or Division) responsible for entering into the agreement for construction, purchase, lease or service.

IV. Minimum coverage with limits are as follows:

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

V. Construction contracts require excess Umbrella Liability limits of \$5,000,000.

VI. Coverage must be provided on a primary-non contributory bases.

VII. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 25 03 is required.

In the event the concessionaire is required to have a N.Y.S. license to dispense alcoholic beverages an endorsement for liquor liability is VIII. required.

IX. Waiver of Subrogation: Required on all lines unless noted

X. Transportation of people in buses, vans or station wagons requires \$5,000,000 excess liability.

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law

Use Applicable Certificates Below:

Workers Compensation Forms

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

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.1	Insurers
DB-155	Self Insured

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

County of Erie Standard Insurance Certificate



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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

County of Erie 95 Franklin St Buffalo NY, 14202	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Department of Public Works

Purchase Order or Contact Number

Vendor Insurance Classification

A-Construction and Maintenance

APPENDIX "C"

**COUNTY OF ERIE – EXECUTIVE ORDER NO.13 – PAY EQUITY CERTIFICATION ON
COUNTY CONTRACTS**

Executive Order #13

Pay Equity Certification on County Contracts

WHEREAS, federal law, including the Equal Pay Act of 1963, Title VII of the Civil Rights Act of 1964 and Federal Executive Order 11246 of September 24, 1965 (Equal Employment Opportunity) (together “Federal Equal Pay Law”), requires that men and women in the same workplace be given equal pay for equal work; and

WHEREAS, Section 194 of New York State Labor Law (“NYS Equal Pay Law”) prohibits compensating men and women differently for the same work; and

WHEREAS, on average, a full-time working woman in New York State earns just 85 cents for every dollar that a man earns and the pay gap is even greater for African-American and Latina women; and

WHEREAS, females make up nearly fifty-two percent of Erie County’s population; and

WHEREAS, women make up nearly half of the U.S. labor force and are a growing number of breadwinners in their families; and

WHEREAS, this pay differential shortchanges women and their families by thousands of dollars a year, and potentially hundreds of thousands of dollars over a lifetime, presenting a lifelong threat to those families’ economic security and reducing their earnings through Social Security and other post retirement plans; and

WHEREAS, poverty is recognized as a leading cause of or contributing factor to many social problems, including but not limited to substance abuse, domestic violence, child abuse, improper nutrition, obesity, improper health care and criminal conduct; and

WHEREAS, the impact of pay differentials is exacerbated as workers age, causing underpaid workers to disproportionately rely upon various forms of public support in their retirement years; and

WHEREAS, pay inequity can significantly impact the County, necessitating the provision of various public subsidies for low income residents and leading to the lack of receipt of income by women residents which would be spent in our local economy; and

WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening

families and protecting children, and reducing the demand for public services, all positively impacting county, state and federal budgets.

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

1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,

2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,

3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,

4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,

5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,

6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 29th day of October, in the year two thousand fourteen.

COUNTY OF ERIE

By: _____
MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

APPENDIX "D"

**COUNTY OF ERIE – EXECUTIVE ORDER NO. 18 – FIRST SOURCE HIRING POLICY
FOR COUNTY CONSTRUCTION PROJECTS**

Exhibit 1 - Executive Order # 18 Policy

Exhibit 2 - Executive Order # 18 Rules and Regulations

Exhibit 3 – Executive Order # 18 Monitoring and Reporting Requirements

Exhibit 4 – List of First Source Zip Codes



Executive Order #018
Erie County Construction Project Bid Documents Shall Include
Local and Disadvantaged Worker Requirements

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

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

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

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

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

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

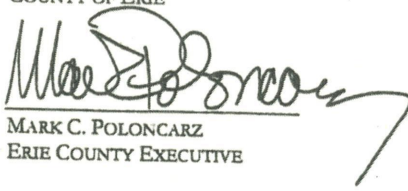
Now, Therefore, I, Mark C. Poloncarz, Erie County Executive, by virtue of the authority vested in me by Erie County's Charter Sections 301 and 302, do hereby order as follows:

1. It is ordered that on and after April 30, 2018, all bids for Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and on and after October 1, 2017, all other bids for Erie County construction projects wherever so initiated, and all associated contracts involving an expenditure of \$250,000 or greater which utilize not less than three workers to complete the project shall require that:
 - a) Entirely 100% of work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the Local Labor Area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County).
 - b) At least 70% of total work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the County of Erie.
 - c) For the remainder of the calendar year subsequent to the effective date of this Order as specified above in Section 1, and for the entirety of the calendar year that follows, at least 20% of total work hours performed by residents of New York State, which percentage may be wholly or partly included within the hourly requirement contained in sub-section (b) above, used on an Erie County construction project will be worked by residents of Erie County who reside in zip codes with a poverty rate of 20% or higher, and/or, in any ratio, disadvantaged workers who

reside in Erie County. A disadvantaged worker is a resident who has a household income below 50% of the Area Median Income ("AMI"); or has been released from prison within the last 10 years; or participates in the Temporary Assistance for Needy Families program; or participates in the Supplemental Nutrition Assistance Program; or has been unemployed for at least 12 consecutive months.

- d) On the first day of the second full calendar year from such effective date and continuing thereafter, the applicable percentage of total work hours performed referenced in this subsection above will move upward from 20% to 30%. The applicable zip codes as referenced above will be determined annually by the Erie County Division of Equal Employment Opportunity and will be provided to potential contractors in all request for bids documents; and
2. It is further ordered that work hours performed by individuals residing outside of New York State will not be included in the requirements set forth above; and
3. It is further ordered that where an Erie County construction project is funded in whole or in part with Federal Highway Administration monies, those projects are exempt from the requirements specified above to avoid conflict with federal law or regulation; and
4. It is further ordered that failure to adhere to the requirements herein, as further delineated in all formal construction contracts and any rules and regulations promulgated pursuant to Section 5 below, will constitute grounds for immediate termination of the underlying contract and will further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County; and
5. It is further ordered that the Erie County Department of Law must promulgate, and update annually where necessary, separate formal rules and regulations with respect to implementation of the requirements contained herein as applied respectively and distinctly to Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and to Erie County construction projects wherever else so initiated. The Erie County Department of Law must also assure compliance with this Executive Order within the contract approval process; and
6. It is further ordered that the Erie County Division of Equal Employment Opportunity establish a procedure for compliance monitoring and periodic auditing of construction contractor hiring rates.

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

COUNTY OF ERIE
BY: 
MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

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

PURPOSE

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

DEFINITIONS

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

APPLICATION

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

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

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

REQUEST FOR BID LANGUAGE

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

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

CONTRACT LANGUAGE

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

ERIE COUNTY EXECUTIVE ORDER #18: The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the project

contemplated herein is subject to the provisions of Erie County Executive Order #18 which is attached hereto for reference as Exhibit _____. Prior to the final execution of this Agreement, Contractor shall furnish to the County a fully executed and verified Local and Disadvantaged Worker Compliance Certification. A fillable Certification is attached hereto as Exhibit _____. Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force requirements using LCPtracker software. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

WAIVER PROCESS

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

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

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

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

SPECIALIZED WORK EXEMPTION

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

A request for a specialized work exemption shall be made in writing by the commissioner or director bidding the subject project. The request shall be directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director" and must include a narrative describing what the specialized work involves, what portion of the project such specialized work is needed for, the particular skills, training, or formal

certification/licensing needed to perform the work, and the steps taken to determine if workers meeting EO #18 requirements have the necessary expertise. Upon receipt of a specialized work exemption request, the Equal Employment Opportunity Director shall form an ad hoc committee, and select its members, in order to review the request and either grant or deny the specialized work exemption.

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

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

COMPLIANCE

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

PENALTY FOR NONCOMPLIANCE

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

County of Erie Executive Order No. 18
Monitoring and Reports

All EMPLOYER/EMPLOYEE information reviewed or gathered, including Social Security Numbers, as a result of ERIE COUNTY'S Division of Equal Employment Opportunity (DEEO) monitoring and enforcement activities will be held confidential in accordance with all County, State and Federal confidentiality and privacy laws and used only for the purposes that it was reviewed or gathered.

- A. The Division of Equal Employment Opportunity (DEEO) shall monitor all Projects as authorized by Executive Order No. 18. The DEEO will require the following:
1. CONTRACTOR and Subcontractor whose projects are subject to ERIE COUNTY Executive Order No. 18 are to utilize their Certified Payroll Records when reporting their workforce compliance. That of the total work hours performed by residents of New York State on an Erie County construction project 100% are worked by residents of the Local Labor Area and 70% are worked by residents of the County of Erie.
 2. Monthly LCPtracker Reports to determine if the CONTRACTOR and/or Subcontractor's workforce is in compliance with the submitted Agreement and that Monthly Compliance Reports identify residents of Erie County who reside in zip codes with a poverty rate of 30% or higher, and/or, in any ratio, disadvantaged workers who reside in Erie County. (***A disadvantaged worker is (1). a resident who has a household income below 50% of the Area Median Income (AMI); or (2) has been released from prison within the last 10 years, or (3) participates in the Temporary Assistance for Needy Families Program; or (4) participates in the Supplemental Nutrition Assistance Program; or (5) has been unemployed for at least 12 consecutive months.***)
 3. Receive LCPtracker Reports; inspect certified payroll, personnel records and any other records or information necessary to ensure the required workforce utilization is in compliance with the EC Executive Order No. 18.
 4. Conduct desk reviews of Monthly Compliance Reports.
 5. Monitor and complete statistical reports that identify the overall project, contractor, and subcontractors' hiring or hours worked percentages in accordance with meeting Executive Order No. 18 stated requirements.
 6. Provide formal notification of non-compliance with the required workforce percentages or any alleged breach of Executive Order No. 18 to all contracting agencies, and stakeholders.

B. PENALTIES

Willful breach of the Executive Order No. 18 by the CONTRACTOR, failure to submit the Contract Compliance Reports via LCPtracker, deliberate submission of falsified data, or failure to reach specific hiring or hours worked requirements may result in:

1. Erie County immediate termination of the underlying contract.
2. The CONTRACTOR being deemed a non-responsible bidder for a period of twelve months.

**ERIE COUNTY DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

EO #18 - EXHIBIT # 4

First Source Policy Targeted Zip Codes – Erie County Zip Codes with 20% Poverty Rate or Higher:

Zip Code	Area
14201	Buffalo – Peace Bridge to Chippewa
14203	Buffalo – Downtown and the Outer Harbor
14204	Buffalo – Fruit Belt to the Old First Ward
14206	Cheektowaga
14207	Buffalo
14208	Buffalo
14209	Buffalo
14210	Buffalo
14211	Buffalo, Cheektowaga and Sloan – Kensington and Bailey
14212	Buffalo and Cheektowaga – Central Terminal and Broadway
14213	Buffalo – Peace Bridge to Buffalo State
14214	Buffalo – Delaware Park to UB (East Side)
14215	Buffalo and Cheektowaga – Intersection of Bailey Ave. and Route 33
14218	City of Lackawanna
14061	Farnham
14169	Wales Center

APPENDIX “E”

COUNTY OF ERIE – CONTRACT REFERENCE DOCUMENTS

Exhibit 1 – Example Agreement

Exhibit 2 – Example Performance and Labor Bond

**COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

DPW PROJECT # **YEAR-LOCATION-#**
VENDOR #

AGREEMENT

This Agreement made as of the _____ day of _____, 2020 by and between the County of Erie, a municipal corporation of the State of New York, having its principal place of business at The Edward A. Rath, County Office Building, 95 Franklin Street, Buffalo New York 14202, hereinafter called "County" and **AWARDEE (VENDOR)** having its principal office at **VENDOR ADDRESS, CITY, STATE, ZIP** hereinafter called the "Contractor".

All notices or other communications including service under this contract shall be deemed to have been properly given when sent, first class, postage prepaid, return receipt requested to the addresses set forth below:

For the County:

Erie County Department of Public Works
95 Franklin Street, Suite 1400
Buffalo, New York 14202

For the Contractor:

VENDOR NAME
VENDOR ADDRESS
CITY, STATE ZIP

WITNESSETH That whereas the County intends to do **DISCIPLINE** construction work in connection with the **PROJECT NAME**, located at **PROJECT ADDRESS** hereinafter called the "Project" in accordance with the Contract Documents prepared by **AE DESIGN FIRM**, having its principal offices at **AE ADDRESS**.

NOW, THEREFORE, The County and the Contractor for the consideration hereinafter set forth, agree as follows:

The Contractor agrees to furnish all necessary labor, materials, equipment, tools and services necessary to perform and complete in a workman - like manner all work required for the construction of the **PROJECT**, in strict compliance with the Contract Documents herein mentioned, which are hereby made a part of the Contract, including the following Addenda:

Addendum # 1 DATE

Addendum # 2 DATE

COMPLETION TIME: Work shall commence immediately upon receipt of written Notice to Proceed and shall progress pursuant to the provisions set forth in the agreement. The Contractor hereby agrees substantially complete with the work of this agreement **within 000 calendar days** from the date of issuance of the Notice to Proceed.

SUB-CONTRACTORS: The Contractor agrees to bind every sub-Contractor by the terms of the Contract Documents. The Contract Documents shall not be construed as creating any contractual relation between any sub-Contractor and the County.

**COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

AGREEMENT AMOUNT: The County agrees to pay and the Contractor agrees to accept, in full payment for the performance of this Agreement, the total amount of: **AMOUNT LONG WRITTEN Dollars (\$00.00)**. And be funded from **SAP Account(s) X.00000**.

- a. Progress Payments will be made in accordance with the General Conditions of the Contract.

CONTRACT DOCUMENTS: the Contract is comprised of the documents listed in paragraph 1.01 of the General Conditions of the Contract. In the event that any provision of one Contract Document, conflicts with the provision of another Contract Document, the provision in that Contract Document first listed below shall govern, except as otherwise specifically stated:

- a. Agreement (This Instrument)
- b. Addenda to Contract Documents
- c. Legal and Procedural documents other than Bonds
 - 1. Proposal which is attached hereto as "Appendix A".
 - 2. Information for Bidders
 - 3. Advertisements
 - 4. Form of Affidavit for Final Payment
 - 5. Form of Guarantee
- d. Detailed Specifications Requirements
- e. Drawings
- f. General Conditions of the Contract (Sections 1 through 9, inclusive)
- g. Supplementary General Conditions
- h. Bonds
 - 1. Performance, Labor and Material Payment Bond
 - 2. Proposal Guaranty

AUTHORITY AND RESPONSIBILITY OF THE ARCHITECT - ENGINEERS: All work shall be done under the general administration of the Architect - Engineer. The Architect - Engineer shall decide any and all questions which may arise as to quality and acceptability of materials furnished, work performed, rate of progress of the work, interpretation of drawings and specifications, and all questions as to the acceptable fulfillment of the contract on the part of the Contractor.

SUCCESSORS AND ASSIGNS: This agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the County and the Contractor respectively and his partners, successors, assigns and legal representatives. Neither the County nor the Contractor shall have the right to assign, transfer or sublet his interests or obligations hereunder without written consent of the other party.

INDEMNIFICATION: To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the County of Erie, its agents, officers and employees, from any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of, directly or indirectly, or relating in any way to the performance or failure to perform under this Agreement by the Contractor or third parties under the direction or control of the Contractor, including but not limited to personal injuries. The Contractor shall defend the County, at its sole expense, against any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.

**COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

EXECUTIVE ORDER No. 13 (2014): The Contractor shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto **as Appendix “C”** and made a part hereof. The Contractor shall make such records available, upon request, to the County’s Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Contractors’ compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014) , may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Contractor is not qualified to participate in future County contracts.

EXECUTIVE ORDER No. 18 (2017): The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the project contemplated herein is subject to the provisions of Erie County Executive Order #18. Prior to the final execution of this Agreement, Contractor shall furnish to the County a fully executed and verified *Local and Disadvantaged Worker Compliance Certification*. A fillable Certification is included in **Appendix “D”**. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

EXECUTORY: This Contract is executory only to the extent of funds appropriated and made available to the County, therefore, and no liability shall be incurred by the County beyond such available funds.

a. The Contractor agrees not to submit a Request for Payment until the Contractor receives an executed copy of this Agreement from the County.

COUNTY’S RIGHT TO TERMINATE:

a. The County, upon ten (10) days’ notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the values established under the approved Schedule of Values. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner of Public Works, and the Contractor shall direct any approved sub-contractor to do the same. In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such Work rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.

**COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

b. In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.

SPECIAL PROVISIONS: The County and the Contractor mutually agree that this Agreement shall be subject to the following Special Provision:

The Contractor agrees that he will hold all of the Alternate and/or Unit Prices appearing in the PROJECT PROPOSAL, "Appendix A", for the duration of the Agreement with Owner. All materials and workmanship shall be in strict accordance with specifications and drawings. The Owner, reserves the right to either accept or reject any or all of the Alternate and/or Unit Prices in the PROJECT PROPOSAL, "Appendix A". The total amount of the contract as heretofore states, shall be accordingly increased or decreased, as the case may be.

INSURANCE: During the term of this Agreement, the Contractor agrees to maintain insurance coverage consistent with the insurance requirements attached hereto and incorporated herein as **Schedule B**. Contractor agrees to name the "County of Erie" as an additional insured on all such insurance policies, and to provide to the County Attorney certificate(s) of insurance evidencing such insurance coverage prior to the commencement of any work on the Project. All insurance certificates shall be subject to approval by the office of the County Attorney.

CONFIDENTIALITY: The County agrees to assist the Contractor with the scope of work described in the Contractor's Contract by providing applicable drawing files that may include but not be limited to; drawings, specifications, approved submittals and any other reasonable information necessary to perform the Contractor's scope of work. Any and all information provided to the Contractor by The County or the Design Consultant, shall be defined as "Confidential Information".

Contractor hereby agrees to maintain any Confidential Information received or learned in preparation of the underlying scope of work, (a) in confidence to the same extent the Contractor maintains its own proprietary industrial information of similar kind and value (but at a minimum the Consultant shall use commercially reasonable efforts); (b) the Contractor agrees not to disclose such Confidential Information to any Third Party without prior consent of the County; and (c) not use such Confidential Information for any purpose except those permitted by this Agreement.

RESOLUTION: This Agreement is made and executed pursuant to resolutions of **the Erie County Legislature adopted on the 00 day of MONTH, YEAR being Communication Number 00E-00**, copy(ies) of which are annexed hereto.

**COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

This Agreement document, together with the Contract Documents listed on page A2 of the Agreement constitutes the sole and complete agreement and understanding between the Parties.

County of Erie

VENDOR NAME

Mark Poloncarz/Maria Whyte
County Executive/Deputy County Executive
Dated: _____

Print Name:
Title:
Date:

95 Franklin Street
BUSINESS ADDRESS

VENDOR ADDRESS
BUSINESS ADDRESS

Buffalo NY 14202

CITY STATE ZIP

CITY STATE ZIP

CITY STATE ZIP

APPROVED AS TO CONTENT
Electronically Signed

APPROVED AS TO FORM
Electronically Signed

COMMISSIONER OF PUBLIC WORKS
COUNTY OF ERIE, STATE OF NEW YORK

Document No. _____
ASSISTANT ERIE COUNTY ATTORNEY
COUNTY OF ERIE, STATE OF NEW YORK

CORPORATE ACKNOWLEDGEMENT

State of New York)
County of)

On the ____ day of _____, 2020, before me personally came _____,
to me known who, being by me duly sworn, did depose and say that he reside(s) in _____
_____; that he is the _____ of _____, the
corporation described in and which executed the above instrument; that he knows the seal of said corporation;
that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of
directors of said corporation, and that he signed his name thereto by like authority.

Notary Public

Re: PROJECT I.D.

**COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

PERFORMANCE AND LABOR AND MATERIAL PAYMENT BOND

PROJECT No. _____

KNOW ALL MEN BY THESE PRESENTS, That we, _____
of _____ (hereinafter called Principal) and the
_____ a corporation of the State of _____
having its principal office in the City of _____ and authorized to do business in the State of New
York (hereinafter called Surety) and held and firmly bound unto the County of Erie, State of New York (hereinafter called
Obligee), in the amount of _____
(\$ _____) Dollars, lawful money of the United States of America, for the payment of which the
Principal and the Surety hereby bind themselves, their heirs, executors, administrators, successors and assigns jointly and
severally, firmly by these presents.

WHEREAS, the above bounden Principal has by written agreement dated _____ 20____ entered into a
contract with the Obligee for \$ _____ which contract and documents included therein by reference
made a part hereof (hereinafter called Contract), covering the following project, _____

NOW, THEREFORE, the condition of this obligation is such that if the Principal shall:

1. Well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Obligee, with or without notice to the Surety, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, with or without notice to the Surety.
2. Promptly make payment to all persons having a direct contract with the Principal or with a subcontractor of the Principal supplying labor and material in the prosecution of the work provided for in said Contract and any and all modifications of said Contract that may hereinafter be made, notice of which modifications to the Surety being hereby waived; then this obligation shall be void, otherwise to remain in full force and effect.

**COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

PROVIDED, HOWEVER, and this bond is executed and accepted upon the following express conditions.

1. That all persons who have supplied labor and material as aforesaid shall have a direct right of action hereunder against the Principal and the Surety subject, however, to the prior right of the Obligee to recover hereunder on account of any loss or damage caused to it by the failure of the Principal to perform the Contract as aforesaid.
2. The Surety for value received hereby stipulates and agrees, if requested to do so by the Obligee, to fully perform and complete the work and furnish the materials mentioned and described in said contract pursuant to terms, conditions, and covenants thereof, if for any cause said principal fails or neglects to so fully perform said work; the said Surety further agrees to commence said work of completion twenty (20) days after notice thereof from the Obligee.
3. That the Obligee shall notify the Surety by registered letter, addressed and mailed to its Home Office, of any breach of said-Contract within sixty (60) days after such breach shall have come to the knowledge of the Obligee (Owner)
4. That the Surety shall not be liable hereunder for any damage or compensation recoverable under any Workmen's Compensation or Employer's Liability Statute.
5. That no suit, action or proceedings, for loss or damage caused by a breach of any of the conditions of this bond shall be brought against the Surety by the Obligee after one (1) year from the day of final acceptance of the work by the Owner.
6. That no suit, action or proceedings for loss caused by the failure of the Principal to pay all persons supplying labor and material in the prosecution of the work under said Contract shall be brought against the Surety after six (6) months from the day on which final payment of the Contract is made.

Signed, sealed and dated this ____ day of _____ 20____

(Principal) (seal)

(Principal) (seal)

By _____
President, Vice President, Secretary-Treasurer
(Surety) (seal)

**COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER**

**CONTRACTOR'S & SUB-CONTRACTOR'S PAYMENT CERTIFICATION
TO THE COMPTROLLER OF THE COUNTY OF ERIE, NEW YORK**

BILLING PERIOD (to match invoice): From: _____ to: _____

Pursuant to the _____ work for

(type of work or contract)

shown on the attached payment request,

(name of project)

I CERTIFY

(1) That the following constitute all the sub-contractors employed by me on this work during the period covered by this request (any sub-contractor named below must also submit this form separately. If none, so state). If there are more contractors than lines shown below, please provide an attached list with the signed/ notarized form:

NAME

ADDRESS

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(2) That the following constitute all claims by sub-contractors & suppliers for material, labor and/or supplies used by me on this work, which are due and payable and have not been paid (If none, so state):

NAME

ADDRESS

AMOUNT

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(3) That the following constitute all laborers employed by me on this work who are unpaid and the amount due each (If none, so state):

NAME

ADDRESS

AMOUNT

_____	_____	_____
_____	_____	_____
_____	_____	_____

(4) That all employees engaged by me on this work have been paid the prevailing rate of wages on prevailing rate schedule case no. _____

(PRC)

Dated: _____

CONTRACTOR: _____

BY: _____

TITLE: _____

State of New York}
County of Erie }

_____ being duly sworn, deposed and says, that he is the
_____ of the above company; that he has read the above statement:
that he knows the contents thereof, and that the same is true of his own knowledge.

Commissioner of Deeds or Notary Public, Erie County



FINAL WAIVER OF LIEN AND CLAIM

To: County of Erie

(Owner)

From:

(Name of Contractor Company)

(Address of Contractor Company)

Project:

The undersigned Contractor, Subcontractor or Supplier Company (hereinafter "Contractor"), for and in consideration of the sum of \$ _____ being payment for any and all work performed, services rendered and / or materials furnished with respect to the aforementioned Project, under all contracts, orders and instructions, including extras, written, and for other goods and valuable consideration paid by Owner, the receipt and sufficiency of which is hereby acknowledged, hereby covenants and warrants:

1. Contractor does hereby waive, release and relinquish any and all claims, demands and rights of lien to the extent of the amount shown hereon and previously paid for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the project described above.
2. Contractor warrants that it has not been delayed in the performance of its works to date and that it has incurred no extra costs in connection herewith. The undersigned specifically waives, relinquishes and releases any and all claims incurred or alleged in connection with its work to date except only those claims, if any, previously denominated as claims and warrants and represents that any and all valid labor and / or materials and equipment bills, now due and payable, on the project herein above described on behalf of the undersigned have been paid in full to date of this waiver, or will be paid from these funds.
3. Contractor hereby agrees to indemnify and defend the Owner and to hold them free and harmless from any and all loses, claims, damages and expenses, including attorney's fees, arising directly or indirectly from any inaccuracy recited in the facts herein, from any failure to the Contractor to pay in full all sums due its laborers, subcontractors, material men and suppliers on the project, or from any liens against the project moneys filed by any such laborer, subcontractor, material men or suppliers.

Total Contract to Date: \$ _____

Due on Total Contract (after above payment): \$ _____

Contractor

Notary Public

Sworn to before me on this _____ Day of _____

Print Name: _____

Signature: _____

Title: _____

Signature: _____

(Affix Notary Stamp)

OFFICE OF THE COMPTROLLER

PUBLIC IMPROVEMENT CONTRACT CERTIFICATION

Name of Project: _____

Prime Contractor Certification

1. I am an officer of _____
and am duly authorized to make this affidavit on behalf of the prime contractor on public contract No. _____.
2. I fully comprehend the terms and provisions of Section 220-a of the New York State Labor Law.
3. Except as herein stated, there are no amounts due and owing to or on behalf of laborers employed on the project by the contractor. (Set forth any unpaid wages and supplements; if none, so state.)

Name	Amount
_____	_____
_____	_____
_____	_____
4. The contractor hereby files every verified statement required to be obtained by the contractor from the subcontractor(s).
5. Upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on the project have been paid the prevailing wage and supplements for their services through _____ (if more than one subcontractor, list name and date separately), the last day worked on the project by their subcontractor(s). Set forth any unpaid wages and supplements; if none, so state and utilize clause 6.

Name	Amount
_____	_____
_____	_____
_____	_____
6. The contractor has no knowledge of amounts owing to or on behalf of any laborers of its subcontractor(s).
7. Pursuant to Section 223 of the New York State Labor Law, the contractor shall be responsible if the State Commissioner of Labor determines that wages and/or supplements were not paid or provided to employees of its subcontractor(s) in accordance with the appropriate schedule.

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

I have read the foregoing statements and any schedules attached hereto and know the contents thereof, and I hereby verify that the same is true of my own knowledge, except that the statement with respect to wages and supplements owing by subcontractor is certified upon information and belief.

Signature

Print Name

Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK

COUNTY OF _____:SS: _____

On this _____ day of _____

before me personally came _____ to me known and known
to me to be the person described in and who executed the foregoing instrument and acknowledged that he
executed the same.

Notary Public

County

If this affidavit is verified by an oath administered by a notary public in a foreign county other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Sect. 2309 (c); Real Property Law, Sect. 311, 312.)

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

OFFICE OF THE COMPTROLLER

PUBLIC IMPROVEMENT CONTRACT CERTIFICATION

Subcontractor Certification

Name of Project: _____

1. I am an officer of _____
a subcontractor on public contract no. _____ and I am duly authorized to make this affidavit on behalf of the firm.
2. I make this affidavit in order to comply with the provisions of Section 220-a of the New York State Labor Law.
3. On _____ we received from _____, the prime contractor, a copy of the initial/revised schedule of wages and supplements.
Prevailing Rate Schedule Case Number _____ (PRC) specified in the public improvement contract.
4. I have reviewed such schedule(s) and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

Signature

Print Name

Title

ACKNOWLEDGEMENT:

STATE OF NEW YORK
COUNTY OF _____ :SS: _____

On this _____ day of _____ before me personally came

_____ to me known and known to me to be the person described in and who executed the foregoing instruction and acknowledged that he executed the same.

Notary Public

County

If this affidavit is verified by an oath administered by a notary public in a foreign county other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Sect. 23099c); Real Property Law, Sect. 311, 312.)

FORM OF GUARANTEE

DATE OF SUBSTANTIAL COMPLETION: _____

BUILDING: _____

OWNER: COUNTY OF ERIE

Gentlemen:

The undersigned guarantees the _____ work
(type of work)

for the _____ under its contract
(name of project)

dated _____ with the COUNTY OF ERIE and change orders thereto,
be in accordance with drawings and specifications prepared

by: _____
(Name of Architect or Engineer)

including approved modifications to said drawings and specifications, and to be free from imperfect
workmanship and/or materials.

Furthermore, the undersigned agrees to repair at its own expense, for a period of two (2) years from the date of
substantial completion,
all of the _____ work covered
(type of work)

under said contract and change orders, that may prove defective.

Furthermore, the undersigned also agrees to pay the cost of repairing all damages to other work resulting from
the defects in its own work and to pay the cost of replacing other work which the undersigned may disturb in
making good defects in its own work.

It is also understood that COUNTY OF ERIE and/or Architect/Engineer shall give notice of observed defects with
reasonable promptness, and all questions arising under this guarantee shall be decided by the COUNTY OF
ERIE.

All corrections to defective work are to be done promptly and at the convenience of the Owner. Access to the
work is to be scheduled by the Owner during normal working hours.

Contractor

By: _____

Witness: _____ Date: _____

Note: This form shall be executed in duplicate with original signatures.

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

FORM OF AFFIDAVIT

FOR FINAL PAYMENT

STATE OF NEW YORK

COUNTY OF ERIE

_____ being duly sworn, deposes and
says that (s)he is the contractor for _____ in the
(kind of work)
construction of _____
(Name of Project)
for COUNTY OF ERIE, the Owner; and says that (s)he is the

(President or Vice President) (Secretary or Treasurer)
of _____ the contracting corporation.
(Name of Firm)

Deponent states that all bills and claims against the undersigned and his sub-contractors for labor, materials and equipment employed in the performance of this contract have been paid in full except the bill and claims listed below or on the schedule attached hereto.

(IF NONE, SO STATE)

(Name of Contractor)

"SEAL"

By _____

Sworn to before me this

_____ day of _____, 20_____

Notary Public or Commissioner of Deeds

NOTE: This form shall be executed in duplicate with original signatures.

APPRENTICESHIP UTILIZATION
CERTIFICATION FOR FINAL PAYMENT

STATE OF NEW YORK

COUNTY OF ERIE

_____ being duly sworn, deposes and says that he is the Contractor for the work associated with _____

_____ for the COUNTY OF ERIE, the Owner; and says that he is the _____
_____, the contracting company.

Deponent certifies that in accordance with Erie County Local Law 3-2018, _____% is the final percentage of persons participating in an apprenticeship program that the undersigned employed in the performance of this Contract.

Deponent further states that he has read the above statement and knows the content thereof, and that the same is true of his own knowledge.

(Name of Contractor)

“CORPORATE
SEAL”

By _____

Sworn to before me this

_____ day of _____, 20____.

Notary Public or Commissioner of Deeds

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

**ERIE COUNTY LOCAL AND DISADVANTAGED
WORKER COMPLIANCE CERTIFICATION**

In order to comply with Erie County Executive Order #18 dated September 27, 2017 we hereby make the following certification for the _____ project:
(name of project)

_____ 1) We hereby certify that, including any and all subcontracted work hours used on the project, we are in full compliance with Erie County Executive Order #18.

OR,

_____ 2) We hereby certify that on _____, _____ we submitted a partial waiver request to the Erie County Office of Equal Employment Opportunity. Such request for partial waiver was granted on _____, _____. The conditions granted to us under this partial waiver allow for _____

_____ We further certify that we are in compliance with all conditions granted to us under this partial waiver.

We understand that this certification is a material component of this contract. Violation of the provisions of Executive Order #18 will constitute grounds for the immediate termination of this Agreement and will further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

Company

Signature

Verification

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

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

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

Sworn to before me this _____
Day of _____, 20____

Notary Public

EXECUTIVE ORDER NO. 18
ERIE COUNTY LOCAL AND DISADVANTAGED
WORKER COMPLIANCE CERTIFICATION – WAIVER REQUEST

COMPANY: _____
PROJECT NAME: _____
PROJECT NUMBER: _____
ADDRESS / PHONE: _____

Waiver Request Requirements are as follows:

1. Contractor has made a good faith effort to meet the requirements of Executive Order No. 18.
2. This waiver request form is to be accompanied with a detailed description of reasons to grant the waiver request on company letterhead per the requirements included in the Rules and Regulations “Waiver Process”.
3. In the event Contractor is seeking a waiver due to **workforce** challenges, Contractor must provide proof of the following:
 - a. Job postings per the Rules and Regulations and a description of candidate responses; and/or
 - b. A copy of the company’s collective bargaining or other legally binding agreement(s) (i.e. union signatory agreements or exclusivity agreements, etc.) and a description of how Contractor attempted to meet E.O. 18 requirements via this hiring process.
4. In the event Contractor is seeking a waiver due to **specialized work**, Contractor must provide a description of the specialized work, the particular skills and/or licenses required to complete such work and the reasons why a waiver is needed.
5. If a partial waiver is granted, Contractor is required to be in full compliance with the adjusted requirements.

A waiver provided for Executive Order No. 18, is hereby requested on the grounds that we have met the job posting requirements of the waiver process and are seeking a reduction of the following workforce requirements:

<u>Percentage Required</u>	<u>Percentage Requested</u>
Local Labor (100%):	_____
Erie County (70%):	_____
Disadvantaged (30%):	_____

-OR-

A waiver provided for Executive Order No. 18, is hereby requested due to the nature of specialized work and the revised dollar amounts of the contract are proposed to be as follows:

Original Awarded Contract Value: \$ _____

Proposed Decrease in Contract
Value subject to EO 18 requirements: \$ _____
(if requesting partial waiver)

Revised Contract Value subject to
subject to EO 18 requirements: \$ _____

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

DATE

FOR ERIE COUNTY APPROVAL:

Office of Equal Employment Opportunity

Erie County Department Representative

SUPPLEMENTARY GENERAL CONDITIONS

The following supplements modify the “GENERAL CONDITIONS OF THE CONTRACT”. Where a portion of the General Conditions is modified or deleted by these Supplementary General Conditions, the unaltered portions of the General Conditions shall remain in effect.

Item -1: SECTION 3 – RELATIONS AMONG OWNERS, CONTRACTOR AND ARCHITECT/ENGINEER

3.14 Delete and replace with the following: “3.14 OWNER’S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK

A. The County, upon ten (10) days notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the values established under the approved Schedule of Values. Upon receipt of notice that the County is terminating this Agreement in its best interests, the Contractor shall stop work immediately and incur no further costs in furtherance of this Agreement without the express approval of the Commissioner of Public Works, and the Contractor shall direct any approved sub contractor to do the same.

In the event of a dispute as to the value of the Work rendered by the Contractor prior to the date of termination, it is understood and agreed that the Commissioner shall determine the value of such work rendered by the contractor. The Contractor shall accept such reasonable and good faith determination as final.

B. In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for forty-eight (48) hours after service on the Contractor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this Agreement and the County shall have the right, power and authority to complete the Work provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Without limiting the foregoing, upon written notice to the Contractor, repeated breaches by the Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.”

Item-2: SECTION 8 – WAGES AND LABOR CONDITIONS

8.05. C. 1. Delete and replace with the following: “1. The U.S. Department of Labor – Office of Federal Contract Compliance has established a 6.9% goal for women in the area of construction.”

8.06. A. 3. Delete and replace with the following: “3. State University of New York Minority/Women’s Business Enterprise and Equal Employment Opportunity (MWBE-EEO) Goals for State Contracts apply to this project. Goals for the project shall be as follows:

- A. Minority and Women Owned Business Enterprise (MWBE) goals
 - a. Minority Owned Business Enterprises: 17%.
 - b. Women Owned Business Enterprises: 13%.
 - c. MWBE Participation: 30%.
- B. Equal Employment Opportunity (EEO) Goals
 - a. Minority Workforce Participation: 10%.

COUNTY OF ERIE DEPARTMENT OF PUBLIC WORKS
OFFICE OF THE COMMISSIONER

b. Female Workforce Participation: 10%.”

8.06. A. 12. Delete and replace with the following: “12. In the event of a joint venture participating in this MBE/WBE Program, the Joint Venture Disclosure Affidavit must be submitted with the Minority/Women Business Enterprise Utilization – Prime Contractor Affidavit. Only to the extent that a minority and/or women’s business enterprise contributes to and is paid for its participation in a Joint Venture will that dollar amount be credited towards the 17% and/or 13% respectively goal of minority/women’s participation in the State University of New York MWBE-EEO program.”

8.06. A. 13. Delete and replace with the following: “13. MBE’s and WBE’s must be certified before their participation may be credited toward the respective 17% and 13% goal. Where the proposed MWBE and/or WBE are not certified by State University of New York, the appropriate Certification Disclosure Affidavit must be filed with the appropriate Department. Forms and lists of certified MBE’s/WBE’s may be obtained at www.suny.edu/meansbusiness/mwbe/.”

8.06. A. 14. Delete and replace with the following: “14. Should a bidder conclude that they would be unable to satisfy the MBE/WBE goal, the bidder shall submit a properly executed Waiver Request Form with their bid proposal. Waivers shall be granted only where the availability of MBE’s and/or WBE’s in the market area of the project is less than the respective 17% and 13% goal.”

SECTION 011000 – SUMMARY OF THE WORK

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Title of Work
- B. Work Sequence.
- C. Contractor Use of Premises.
- D. Owner Occupancy.
- E. Owner-Furnished Products.
- F. Site Examination.
- G. Coordination.
- H. Field Engineering.
- I. Reference Standards.

1.02 SUMMARY OF PROJECT

- A. The work of this project will be done under the following Contracts subsequently described:
 - 1. **General Construction:** The scope of the project consists of a careful lift and re-lay of all the existing Spanish clay roof tile. The reinstallation of the tile will include reattaching each tile with stainless steel screws, and the installation of wind and nose clips at the bottom edge of all four (4) turret field and hip ridge tiles. New matching field tile with the required hole for the nose wind clips shall be provided. Salvaged tiles from the turrets will be used to replace missing and broken tiles for the remainder of the roofs. To facilitate the roof tile removal, copper ridge caps and turret finial aprons adjacent to the clay tiles are to be salvaged, stored, and reinstalled in their original locations. Existing steel snow fences are to be salvaged, refurbished, and reinstalled. The replacement of the center courtyard skylight will be occurring simultaneously which will require careful coordination between contractors for phasing, staging, and scaffolding. The project is anticipated to be a two-year project. All existing "Flexim" synthetic mortar is to be removed and replaced with Type "M" mortar.
- B. One (1) set of Contract Documents are issued covering the multiple Prime Contracts. Prime Contracts are separate Contracts between the Owner and Independent Contractors representing construction activities. Each Prime Contract may be performed concurrently and shall be closely coordinated with the construction activities performed under other Prime Contracts.

1.03 SPECIAL CONDITIONS

- A. This contract includes certain work to be done to permit and facilitate the installation of the mechanical and/or electrical contractor's work such as:

1. All cutting and patching of walls, floors or ceilings shall be done by the General Contractor except for the installation of work by the Mechanical/Electrical Contractors.
 2. Repair of any existing openings that are to be abandoned shall be by contractors so noted in the specifications and noted on the drawings.
 3. Do not cut and patch structural elements in a manner that would change their load carrying capacity or load deflection ratio.
 4. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operation elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
 5. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.
 - a. If possible, retain the original installer or fabricator to cut and patch the exposed work listed below, if affected by the project. If it is impossible to engage the original installer or fabricator, engage another recognized, experienced and specialized firm.
 - 1) Processed concrete finishes.
 - 2) Stonework and stone masonry.
 - 3) Ornamental metal.
 - 4) Matched-veneer woodwork.
 - 5) Pre-formed metal panels.
 - 6) Firestopping.
 - 7) Window wall system.
 - 8) Stucco and ornamental plaster.
 - 9) Acoustical ceilings.
 - 10) Terrazzo.
 - 11) Finished wood flooring.
 - 12) Fluid-applied flooring.
 - 13) Carpeting.
 - 14) Aggregate wall coating.
 - 15) Swimming pool finishes.
 - 16) HVAC enclosures, cabinets, or covers.
 6. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing. The flat roof is currently under warranty.
- B. No work shall be done or left partially unfinished in such a manner as to constitute a dangerous condition for the Owner's personnel on resumption of normal activities.
- C. No cutting of masonry or concrete is to be done with power driven jack hammers or similar tools without Architect's written approval.
- D. Rotary type cutters of minimum practical diameter are to be used for cutting of holes for any required piping.
- E. No debris, dirt or other objectionable materials shall be left in rooms or areas which are to

be re-occupied before work is completed or immediately thereafter.

F. The work comprises the completed construction required by Contract Documents including:

1. No responsibility, direct or implied, is assumed by the Owner, the Architect/Engineers for omissions or duplications by a Prime Contractor, his Subcontractors or his Sub-subcontractors due to real or alleged errors in arrangement of material of these Specifications.
2. The dimensions on the Drawings govern all work regardless of what they may scale.
3. Each Prime Contractor and his respective Subcontractor and their Sub-subcontractors shall verify all benchmarks, lines, levels, measurements necessary for perfect and complete fabrication, assembly and installation.
4. If figured dimensions are not given, anyone concerned shall notify the Architect who shall compute required measurements.
5. Each Prime Contractor agrees that his proposal includes allowance for making the work complete and operable and allowances made for coordinating his work with the work of other Contractors and Owners.
6. If any print is superseded by another of later date, the Prime Contractor concerned shall remove the old print promptly and place the new print in his set of drawings and that of his Superintendent or Foreman. Said Prime Contractor shall also bear full responsibility for informing all other subcontractors of such a change. In the case of amending instructions from the Architect, the same procedure shall be followed.
7. The work shall be first class and be in accordance with the best standards of the construction industry in the location where the Project is located. Contractor shall be responsible for providing a sufficient quantity of materials, parts and equipment for installation of all work items indicated, described or reasonably referable from the Contract Documents.

G. The Drawings are the graphic portions of the Contract Documents.

1. Where "as shown", "as indicated", "as detailed", or words of similar import are used, reference is made to the Drawings, unless otherwise stated. Where "as direct", "as required", "as permitted", "as authorized", or words of similar import are used, the direction, selection by Architect/Engineer is intended, unless otherwise stated.
2. Dimensions shall not be determined by scale or rule. Figured dimensions shall be followed. If figured dimensions are lacking, they shall be supplied by Architect/Engineer on Contractor's request made to the Architect/Engineer. Contractor is responsible for coordinating the Drawings and Specifications with field conditions and reporting to Architect/Engineer any discrepancies.

H. Insurance and Bonds:

1. Each and every policy shall contain an endorsement stating that the insurance company will not, prior to the completion of the project or any policy expiration date shown on the policy and certificate, whichever occurs first, terminate the policy or change any coverage therein without first mailing, by Registered Mail, written notice of such termination or change, to the Owner at whose request the policy and certificate are issued. This endorsement shall read as follows:

**"IT IS UNDERSTOOD THAT THE _____ INSURANCE
COMPANY WILL NOTIFY ERIE COUNTY AND THE ARCHITECT BY**

REGISTERED MAIL, TEN (10) DAYS PRIOR TO ANY CHANGES IN OR
CANCELLATION OF THE POLICY."

1.04 **ALTERATION WORK**

- A. Not used.

1.05 **WORK BY OTHERS**

- A. The Owner reserves the right to award other contracts for work within the building or on the building site as part of a maintenance and improvement plan for the building to make it continually acceptable for the functions designed.

1.06 **WORK SEQUENCE**

- A. Construct Work in stages to accommodate Owner's occupancy requirements during the construction period, coordinate construction schedule and operations with the Owner's Representative and the Architect.
- B. Construction activities on site shall therefore begin no sooner than May 22, 2023. The project is anticipated to be a two-year project.
- C. Concurrent Work: Owner has awarded separate contract for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this contract.
- a. Skylight Replacement: Allstate Roofing to replace all the glazing panels of the large central courtyard skylight. Coordination with concurrent skylight replacement contractor to be included during 2023 construction season.
- D. The substantial completion date for this project is no later than end August 2024.

1.07 **CONTRACTOR USE OF PREMISES**

- A. Limit use of premises for Work and for construction operations, to allow for Owner occupancy and public access.
- B. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.
1. Weekend Hours: To be coordinated with owner's representatives.
2. Early Morning Hours: To be coordinated with owner's representatives.
3. Hours for Utility Shutdowns: To be coordinated with owner's representatives.
- C. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
1. Notify Architect and Owner not less than two days in advance of proposed utility interruptions.
2. Obtain Owner's written permission before proceeding with utility interruptions.
- D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

1. Notify Architect and Owner not less than two days in advance of proposed disruptive operations.
 2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Building: Smoking is not permitted on city property.
- F. Controlled Substances: Use of tobacco products and other controlled substances on Project site is not permitted.
- G. Employee Identification: Provide identification tags for Contractor.

1.08 OWNER OCCUPANCY

- A. Owner will occupy premises during entire period of construction. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations. Coordinate construction operations so as to not adversely impact the Owner's operations in regard to noise, dust, water penetration and/or odors. Failure to coordinate the work in regard to noise, dust, water penetration and/or odors will not be considered for any increased adjustment in the contract amount due to delay.
- B. The building site and the building, whether the work of the various contractors is partially or fully completed, are the property of Erie County. As Owner, Erie County must have certain rights and privileges in connection with the use of same, including:
1. Should there be, in the opinion of the Architect, unwarranted delay on the part of any contractor in final cleanup or punch list items or other contract requirements, and the Architect so certifies, the Owner may have full or partial use and occupancy of any or all portions of the building(s) and/or site as required for moving in or installing furniture, fixtures, supplies or equipment and for general cleaning and maintenance work. In such event, the contractor whose unfinished work is done subsequent to installation of furniture, fixtures, equipment, etc., shall be responsible for the protection of and any damage to such installation.
 2. Should delay in completion of any part of the Contractor's work occur as outlined in (1.) above, the Owner may, on Architect's certification, use such portion of the building(s) and/or site as reasonably necessary to carry out the normal program of activities for which the projects are intended and the contractors affected shall be without recourse for any inconvenience caused by such action.
 3. The Owner now occupies the building structure upon which the work shall be performed.
 4. The Contractor's operation shall be such as to not interfere with operation of the building or normal maintenance and improvement procedures.
- C. Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or staging of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on the project site.
- D. Contractors will be instructed to designated staging/parking areas before the start of construction.
- E. Maintain the existing building in a weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period.

1.09 OWNER-FURNISHED PRODUCTS

- A. Not used.

1.10 **SITE EXAMINATION**

- A. Verify all existing conditions, equipment and conditions as shown on the Drawings and report any errors or discrepancies to the Architect prior to commencement of work.
- B. It shall be the responsibility of each and every bidder to thoroughly investigate all existing conditions and acquaint himself with those existing conditions, in so far as it affects his work and/or bidding.
- C. Each contractor, before entering his bid form, shall satisfy himself fully as to the work shown on the Contract Documents, and to the working conditions and condition of the site, including the existence of other facilities and/or structures on, over or under the site which will interfere with, or make more difficult, the performance of the Contract.

1.11 **SPECIFICATIONS**

- A. Specifications are arranged in several sections for convenience of reference.
- B. Such arrangement and separation shall not be construed as prescribing by the Architect the limits of the work of separate Contracts or the work of subcontractors.
- C. Such arrangement shall not be construed as a determination of the class of labor or trade necessary for the accomplishment of the work.
- D. The Specifications generally describe Work which cannot be readily indicated on the Drawings, such as types, qualities and methods of installation for materials and equipment. It is not intended to describe every item of Work in the Specifications which can be shown on the Drawings nor to show on the Drawings all items of Work which can be described in the Specifications even if such items are of such nature that they could have been shown on the Drawings or described in the Specifications. All materials and labor for the Work which are shown on the Drawings or described in the Specifications or are referable therefrom as necessary to produce a finished job, shall be provided by Contractor.
- E. Any reference to standard specifications of a society, institute, association or governmental authority is a reference to the standard specifications of such organization that are in effect at the date of Contractor's bid. If such Specifications are revised prior to completion of any part of the Work to which such revision would pertain, Contractor may, if acceptable to the Architect/Engineer, perform such work in accordance with the revised Specifications.
- F. The standard Specifications referred to above, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. The manufacturers and trades involved are assumed to be familiar with such standard specifications. Architect/Engineer will furnish, on request, information as to how copies of standard specifications may be obtained.

1.12 **MATERIAL AND EQUIPMENT**

- A. Transportation and Handling
 - 1. The Prime Contractors and their subcontractors shall be responsible for the

transportation and handling of all materials from, to and at the project site. All damage thereto shall be replaced by the responsible party at no additional cost to the Owner.

B. Storage and Protection

1. Storage of materials shall be within the contract limit lines and location of same on the site is subject to the approval of the Owner.
2. Protection of Aluminum
 - a. All aluminum work which is exposed either interior or exterior, including aluminum sash, frames and hardware, aluminum work furnished under various sections of the specifications shall be thoroughly and completely protected against damage to the material and finish. This includes protection from staining due to handling and other installation operations, protection from marring, staining, etc. from operations by other subcontractors, such as plasterers, painter, masons, etc.
 - b. All aluminum units of every nature shall be protected and packed for shipment so that no unit or part thereof will rub or scratch any other unit. (Any rubbed, scratched or marred unit will be rejected). See protective measures specified under specific items.
 - c. The General Contractor shall make arrangements with his subcontractors for the protection of all aluminum units required in the building during and after installation. Damage to any such units due to lack of said protection shall be replaced at no cost to the Owner.

C. Upon submittal of signed contracts and approval by the Architect of subcontractors and/or material suppliers, Prime Contractors and their subcontractors will be expected to place firm orders with suppliers for needed materials within 15 days.

1. If deemed necessary to assure delivery of materials and the items needed, contractors, with the approval of the Architect, may accept delivery at any time, and may include the cost of such materials in their next monthly application for payment, provided such materials have actually been delivered to the contractors and properly stored by them with the approval or under the direction of the Architect, either at the project site or in an approved storage shed or bonded warehouse. Contractor shall maintain and pay for all insurance coverage against loss or damage of materials so stored. Furnish certificates in triplicate of such insurance.

1.13 GENERAL COORDINATION

A. Coordinate work of the various Sections of Specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later by using the most recent reviewed Shop Drawings and applicable Change Orders.

1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation.
2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
3. Make provisions to accommodate items scheduled for later installation.

B. Verify characteristics of elements of interrelated operating equipment are compatible;

coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

- C. In finished areas except as otherwise shown, conceal pipes, ducts, and wiring in the construction. Coordinate locations of fixtures and outlets with finish elements.
- D. Execute cutting and patching to integrate elements of Work, uncover ill-timed, defective, and non-conforming work, provide openings for penetrations of existing surfaces, and provide samples for testing. Seal penetrations through floors, walls, and ceilings.
- E. Each Contractor is to coordinate his work, and the work of his subcontractors, with the work of other Contractors working at the site to allow for the orderly and timely completion of all work.
- F. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and attendance at meetings.
 - 1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- G. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of schedules.
 - 2. Installation and removal of temporary facilities.
 - 3. Delivery and processing of submittals.
 - 4. Progress meetings.
 - 5. Project closeout activities.
- H. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
- I. Work Subject to Control of Architect:
 - 1. In performance of the work, the Contractor shall abide by all orders, directions and requirements of the Architect and shall perform all work to the satisfaction of the Architect.
 - 2. The Architect shall determine the amount, quality, acceptability, and fitness of all parts of the Work, shall interpret the Plans, Specifications, Contract Documents, and any extra Work Order, and shall be the initial decider of all other questions in connection with the work.
 - 3. Upon request, the Architect shall confirm, in writing, any oral order, direction, requirements or determination. No change will or can be made in any contract provision other than by written work from the Architect's desk. **NO CHANGE IS VALID IF MADE AT THE PROJECT SITE.**
 - 4. Permission to patch and/or repair any areas or items of work shall not constitute a waiver of Owner's right to require complete removal and replacement of said areas or items of work if, in Owner's or Architect's opinion, said patching or repair does not satisfactorily restore the required quality and appearance of the work.

1.14 **CONTRACT COORDINATION**

- A. The Architect will coordinate the work of the Prime Contractors. Questions regarding the

work of other Prime Contractors are to be referred to the Architect.

- B. The schedule submitted and revised by the General Contractor is to be used to coordinate the work of the other Contracts.
- C. Each Contractor is to attend all progress meetings to discuss the coordination of the work with the other Contractors.
- D. Each Contractor shall notify the Architect of delays in his work caused by other Contractors.
- E. The use of the site by each Contractor is to be coordinated by the Architect.
- F. Each Contractor is to coordinate his work to anticipate decisions to be made by the Architect to provide ample time for the inspection, investigation and the preparation of descriptive drawings. Ample time shall also be allowed for submission of related Shop Drawings by the other Contractors and their review.

1.15 **SUBMITTALS**

- A. Refer to Section 013000.

1.16 **FIELD ENGINEERING**

- A. Not used.

1.17 **CONDITIONS FOUND DIFFERENT**

- A. Should the Prime or Subcontractors encounter conditions at the site materially differing from those indicated in the Bidding and Contract Documents, he shall immediately give notice to the Architect of such condition.

1.18 **OPERATION AND MAINTENANCE DATA**

- A. Refer to Section 017823.

1.19 **REFERENCE STANDARDS**

- A. For products specified by association or trade standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. The date of the standard is that in effect as of the Bid date, or date of Owner-Contractor Agreement when there are no bids, except when a specific date is specified.
- C. Obtain copies of standards when required by Contract Documents. Maintain a copy at project site during progress of the specific work.
- D. Abbreviations used in the Specification and the organization or institute they refer to are listed below:

ACI	American Concrete Institute
AGA	American Gas Association
AGMA	American Gear Manufacturers Association

AIEE	American Institute of Electrical Engineers
AISC	American Institute of Steel Construction
ASA	American Standards Association
ASCE	American Society of Civil Engineers
ASH&AE	American Society of Heating & Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASRE	American Society of Refrigeration Engineers
ASTM	American Society for Testing Materials
AWPA	American Wood Preservers Association
AWS	American Welding Society
AWWA	American Water Works Association
IPCEA	Insulated Power Cable Electric Association
NAFM	National Association of Fan Manufacturers
NEC	National Electric Code
NELA	National Electric Lamp Association
NEMA	National Electric Manufacturers Association
PCA	Portland Cement Association
SAE	Society of Automotive Engineers
UL	Underwriters Laboratories, Inc.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Require the installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.02 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
 - 1. Excessive static or dynamic loading.
 - 2. Excessive internal or external pressures.
 - 3. Excessively high or low temperatures.
 - 4. Thermal shock.

5. Excessively high or low humidity.
6. Air contamination or pollution.
7. Water or ice.
8. Solvents.
9. Chemicals.
10. Light.
11. Radiation.
12. Puncture.
13. Abrasion.
14. Heavy traffic.
15. Soiling, staining, and corrosion.
16. Bacteria.
17. Rodent and insect infestation.
18. Combustion.
19. Electrical current.
20. High-speed operation.
21. Improper lubrication.
22. Unusual wear or other misuse.
23. Contact between incompatible materials.
24. Destructive testing.
25. Misalignment.
26. Excessive weathering.
27. Unprotected storage.
28. Improper shipping or handling.
29. Theft.
30. Vandalism.

END OF SECTION 011100 – SUMMARY OF THE WORK

SECTION 013000 - SUBMITTALS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Procedures.
- B. Construction Progress Schedules.
- C. Schedule of Values.
- D. Shop Drawings.
- E. Product Data.
- F. Samples.
- G. Field Samples.
- H. Manufacturers' Instructions.
- I. Manufacturers' Certificates.
- J. Record Drawings
- K. Operation and Maintenance Data.
- L. Manufacturer's Safety Data Sheets (MSDS).

1.02 PROCEDURES

- A. Transmit each item specified in individual Specification Sections. Identify Project, Contractor, subcontractor, major supplier; identify pertinent Drawings sheet and detail number, and Specification Section number, as appropriate. Identify deviations from Contract Documents. Provide space for Contractor and Architect's review stamps.
- B. Provide one (1) Electronic Copy in PDF format. Submittals are to be made on standard size paper, minimum size 8 1/2" x 11". Any Submittal on paper over 11" x 17" shall be submitted as one (1) Hard Copy and one (1) Electronic Copy.
- C. Comply with progress schedule for submittals related to work progress. Coordinate submittal of related items.
- D. The Contractor shall transmit submittals from subcontractors and suppliers. Direct submittals from subcontractors or suppliers will not be accepted.

1.03 SHOP DRAWING SCHEDULE

- A. Submit a shop drawing schedule showing the dates when all shop drawings will be submitted to the Architect's office for review.
- B. Schedule is to be provided within thirty (30) days after receipt of Notice of Award of Contract.
- C. Submitted schedule shall be revised to reflect changes, when so requested, by the Architect.

1.04 SCHEDULE OF VALUES

- A. Prior to the initial Application for Payment, submit typed schedule on AIA Document G702, Application and Certificate for Payment, along with AIA Document G703, Continuation Sheet(s). Contractor's standard 8 1/2 x 11 inch (216 x 279 mm) paper form or media-driven printout will be considered on request.

- B. Identify each line item by the Table of Contents for this Project Manual. For each major item, list sub-values for major products or operations sufficiently to serve as a basis for computing values for progress payments during construction. Breakdown each item into Labor and Material. Schedule shall indicate installed values and a directly proportional amount of overhead and profit. The sum of all values shall equal the total contract amount.
- C. Itemize a separate line item for each of the general cost items:
 - 1. Bonds and insurance
 - 2. Field Supervision and Layout
 - 3. Temporary Facilities
 - 4. Project Closeout / Record Drawings
 - 5. Cleaning / Final Cleaning
- D. All amounts shall be rounded to WHOLE DOLLARS on the Application Form.
- E. All substantiating data and attachments required by the Contract Documents shall accompany each application for payment including but are not limited to the following:
 - 1. Partial Waiver of Lien
 - 2. Affidavit of Payments made by the Contractor
 - 3. Certified Payrolls on standard NYS DOL forms, including certified payrolls from all subcontractors working on site.
 - 4. Back up for requests against allowances.

1.05 SHOP DRAWINGS

- A. Submit as specified in 1.02 Procedures. Electronic copy is to be returned to the Contractor for distribution
- B. Each submittal shall:
 - 1. Indicate date of submission and the dates of any previous submissions.
 - 2. Indicate Project Name and Contract Number.
 - 3. Indicate name of the Contractor, Supplier and Manufacturer.
 - 4. Reference location of installation or use an applicable Specification Section.
 - 5. Indicate field dimensions as such.
 - 6. Indicate relation to adjacent or critical features of the work or materials.
 - 7. Reference applicable standards.
 - 8. Indicate deviations from the Contract Documents.
 - 9. Identify all revisions from previous submittals.
 - 10. Contain a blank space for an approval stamp a minimum of 4" x 5", preferable adjacent to the title block of the submittal.
 - 11. Be stamped with a Contractor's certification signed or initialed certifying review, verification of products, field measurements, field construction criteria and coordination of the information within the submittal with requirements of the work and Contract Documents.
- C. Submission of each shop drawing and sample shall be accompanied by a shop drawing/product data submittal form. A copy of the form will be provided to Each Prime Contractor for their use in complying with 'B' above.
- D. Before submitting shop drawings for review:

- a. Thoroughly check sizes dimensions, connection requirements, quantities, field measurements and construction criteria, etc.
 - b. Make certain that name of project, date and drawing number appear on each sheet.
 - c. Verify conformity with intent of plans and specifications and certify same, particularly with respect to special features.
 - d. Making all necessary changes or corrections of shop drawings proper is sufficient evidence that the Contractor has checked same for contract compliance.
 - e. If rejected, correct and resubmit.
- F. Failure to comply with above makes Contractor liable for all costs of replacing equipment or materials at variance with plans and specifications.
- G. Reproductions of the contract drawings will not be accepted as a shop drawing and will be rejected.
- H. Contractor shall reproduce and distribute copies of approved submittals to parties requiring same for coordination of the Work.

1.06 **PRODUCT DATA**

- A. Submit one (1) copy in Electronic PDF Format of manufacturer's product data such as, catalog sheets, brochures, schedules, performance charts, standard schematic drawings and other descriptive data.
- B. Clearly mark each copy to identify pertinent products and models for which the submittal is being made. Supplement to provide additional information applicable to the Project.
- C. Indicate all performance characteristics and capacities, dimensions, installation and maintenance clearances.
- D. Each submittal shall include the items required in Paragraph 1.06B of this Section.

1.07 **SAMPLES**

- A. Submit two (2) samples, plus the number that contractor needs returned, of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and fastening devices.
 - 2. Full range of color, texture and pattern of the product.
- B. Each submittal shall include the items required in Paragraph 1.06B of this Section.
- C. Samples are to become the property of the Architect unless otherwise indicated in individual Specification Sections.
- D. Field Samples and mock-ups: provide as required by individual specification section including work of all trades required in the finished work.

1.08 **OPERATION AND MAINTENANCE DATA**

- A. When required in individual Specification Sections, submit manufacturer's printed

instruction for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for product data.

1.09 **MANUFACTURER'S CERTIFICATIONS**

- A. Submit two (2) signed, notarized copies of manufacturers' certifications when required in individual Specification Sections.
- B. Certifications are to verify that the product or equipment supplied meets or exceeds all referenced standards and the requirements of the Contract Documents.
- C. Certifications are to arrive with the product. Products are not to be incorporated into the Work until certifications are received by the Architect.

1.10 **MANUFACTURER'S SAFETY DATA SHEETS (MSDS)**

- A. When submitting shop drawings to Architect's office include the Manufacturer's Safety Data Sheets for all material used in the project.

1.11 **RECORD DRAWINGS**

- A. Each Prime Contractor shall maintain a Record set of drawings during construction. Changes shall be recorded as they occur. This set to be used for the sole purpose of indicating changes; on the reproducible set, and shall be kept clean, free of rips, tears and unnecessary marks. If the set is not in good condition at the completion of the project, the Prime Contractors shall purchase another set at his own expense. At the completion of the project, Prime Contractors will be required to turnover all record drawings with changes and as-built conditions marked clearly in red pencil. All approved change orders identified in the record drawings and referencing the change order tracking number.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

SHOP DRAWING/PRODUCT DATA SUBMITTAL (SAMPLE)

To: **BELL & SPINA Architects-Planners, P.C.**
1160-C Pittsford-Victor Road
Pittsford, New York 14534

Project: _____

Architect's Project No.: _____

Date: _____

Prime _____

Address: _____

WE TRANSMIT:

- ☐ **Herewith**
☐ **In Accordance With Your Request**
☐ **Under Separate Cover**
☐ **Product Literature**

Shop Drawing No.	# of Copies	Shop Drawing Description	Revision No.	Date

PRODUCT/SAMPLE

Product Name _____

No. of Attached Pages _____

Manufacturer _____

Address _____

Subcontractor/Supplier _____

Section No.(s) _____

Drawing No.(s) _____

Part/Paragraph _____

Detail Ref. _____

***** EACH ITEM REQUIRES A SEPARATE SUBMITTAL *****

- ☐ No Exception Taken ☐ Make Corrections Noted
☐ Rejected ☐ Revise and Resubmit
☐ Submit Specified Item

Checking is only for general conformance with the design concept of the project and general compliance with the information given in the contract documents. Any action shown is subject to the requirements of the plans and specifications. Contractor is responsible for dimensions which shall be confirmed and corrected at the job site fabrication processes and technique of construction coordination of his work with that of all other trades and the satisfactory performance of his work.

By: _____ Date: _____

BELL & SPINA, P.C.
Architects\$Planners

RECEIVED STAMPS

The Prime Contractor represents that he has reviewed and approved the submittal of the Shop Drawing(s), Product Data and/or Sample(s). Also, the Prime Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within the above submittal(s) with the requirements of the Work and of the Contract Documents.

Signature

END OF SECTION 013000 - SUBMITTALS

SECTION 011500 APPLICATION FOR PAYMENT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. The Contractor for this work shall be held to have read: all of the Bidding Requirements, all of the County of Erie General Conditions, the Supplementary General Conditions, Information for Bidders, Division 1 and Contract Proposal Forms before submitting a tender for the proposed work, and in the execution of the work, he will be bound by all of the conditions and requirements therein.
- B. Drawings and general provisions of the Contract, Division 01 Specification Sections, apply to this Section. All work shall comply with the New York State Uniform Fire Prevention and Building Code, latest edition.

1.2 GENERAL REQUIREMENTS

- A. The Contractor shall submit an Application for Payment in accordance with the requirements stated in the General Conditions of the Contract Specifications and as indicated below.
- B. During Construction, Monthly Applications for Payment will be approved only at the scheduled bi-weekly Project Construction Meetings.
- C. All copies must have original signatures.

1.3 REVIEW PROCEDURE

- A. The Contractor, Architect/Engineer, and Construction Inspector must review all Preliminary Requests for Payment (Pencil Copies) prior to submission of the Monthly Application for Payment.
- B. After the Pencil Copies are approved, the Contractor shall forward their Monthly Application for Payment with all the required documents to the Architect/Engineer.
- C. The Architect/Engineer must review the Applications for Payment to ensure that they are mathematically accurate and that all the required documents are included.
- D. If any of the required documentation is missing or inaccurate, the Application for Payment shall be rejected and returned to the Contractor. Such action will be recorded in the minutes of the Project Meeting. Rejected Applications for Payment must be corrected and re-submitted to the Architect/Engineer and will not be reviewed until the next Project Meeting.
- E. If the required documentation is complete and accurate the Monthly Application for Payment will be approved and signed, by all parties, at the Project Meeting.
- F. The Department of Public Works, Office of the Commissioner will receive and log-in the approved Monthly Application for Payment when received.

1.4 REQUIRED DOCUMENTS

A. The Contractor's Monthly Application for Payment **must include** one (1) set of originals by the prime contractor and subcontractor(s) as noted comprised of the following:

1. Invoice: Printed on the Contractor's own Letterhead.
2. Certificate for Payment: Signature sheet for payment certification and approval.
3. Request for Payment Worksheets: Labor and material costs itemized by Specification Division of Work and/or separated by scope of work of subcontractors.
4. Certified Payroll Records, from each Prime Contractor and from each Sub-Contractor. Certified Payroll Records are to be submitted via LCPTracker per the General Conditions included as part of this project manual.
5. Contractor's Payment Certification: To be completed by Prime Contractor and ALL associated subcontractors.
6. Minority MBE/WBE Utilization Forms, one (1) copy of: part B - at 30% completion and Part C - at 75% completion. To be completed by Prime Contractor
 - a. MBE/WBE Utilization Forms as required are included within the General Conditions – Appendix A
7. Certification for Stored Materials, one (1) copy, when applicable.

B. The Contractor's **FINAL** Application for Payment including **retention only must include** one (1) set of originals comprised of the following:

1. Invoice: Printed on the Contractor's own Letterhead.
2. Certificate for Payment: Signature sheet for payment certification and approval.
3. Request for Payment Worksheets: Labor and material costs itemized by Division of Work.
4. Final Waiver of Lien and Claim: Affix with Notary Stamp. To be completed by Prime Contractor and ALL associated subcontractors.
5. Form of Guarantee, to be completed by Prime Contractor
6. Form of Affidavit for Final Payment, to be completed by Prime Contractor
7. Public Improvement Contractor Certification: Prime Contractor
8. Public Improvement Contractor Certification: Subcontractor (if applicable)
9. Minority MBE/WBE Utilization Form Part D - at 100% completion from the Prime Contractor only.

10. Executive Order 18 Workers Compliance Certification; To be completed by Prime Contractor
11. Apprenticeship Utilization Certification, if applicable. To be completed by Prime Contractor

ALL SIGNATURES ON ALL FORMS NOTED ABOVE MUST BE ORIGINAL SIGNATURES

1.5 DISTRIBUTION

- A. In addition to including MWBE forms with the payment application, the Prime Contractor must mail separately, one (1) copy of the Minority MBE/WBE Utilization forms Part B, Part C, and Part D forms at 30% completion, 75% completion, and 100% completion respectively to the Erie County Division of Equal Employment Opportunity, 95 Franklin St., Buffalo, New York, 14202.
- B. If deemed applicable to the underlying project, the Prime Contractor and all subcontractors shall provide monthly reports demonstrating good faith efforts to meet the requirements outlined in Executive Order #18 dated September 27, 2017 and Local Law 3-2018 via LCPtracker.

1.6 STANDARD FORMS

- A. **THE ERIE COUNTY DEPARTMENT OF PUBLIC WORKS' STANDARD FORMS MUST BE USED IN ALL APPLICATIONS FOR PAYMENT. AIA (AMERICAN INSTITUTE OF ARCHITECTS) FORMS OR ANY OTHER FORMS WILL NOT BE ACCEPTED IN LIEU OF THE ABOVE. THE STANDARD FORMS ARE ANNEXED HERETO FOR CONTRACTOR'S REFERENCE AND USE.**

CONTRACTOR PAYMENT CHECKLIST

PROJECT NAME: _____

PAYMENT NO.: _____

DPW PROJECT NO.: _____ CONTRACTOR NAME: _____

DATE: _____

*Prime/Sub-Contractor Name	Invoice	Certificate For Payment	Request for Payment Worksheet	CP 1	MBE/WBE Utilization Part B-30%	MBE/WBE Utilization Part C-75%	Certified Payroll Records	Certification for Stored Materials	*Subs Included in this Pay App.	Comments

*Prime Contractor shall list all sub-contractors included in their scope of work and shall make a check mark (Subs included column) for those sub-contractors covered under this payment application. Refer to Section 011500 - Application for Payment for additional payment information, requirements and procedures for Reduction in Retention and Final Payment.

SAMPLE INVOICE
(ON YOUR OWN LETTERHEAD)

X.Y.Z. CO., INC.

499 Elm Avenue
P.O. BOX 9-C
Buffalo, NY 14000
Telephone: (716) 666-8888

Date: January 1, 2019

Payment No.: ____

To: COUNTY OF ERIE
DEPARTMENT OF PUBLIC WORKS – OFFICE OF THE COMMISSIONER
14TH FLOOR
95 FRANKLIN STREET, ROOM 1408
BUFFALO, NY 14202

Re: PROJECT NAME: _____
DPW PROJECT NO.: 2019-XXX-01
BILLING PERIOD: From: _____ to: _____

ORIGINAL CONTRACT AMOUNT:	\$	0.00
---------------------------	----	------

CHANGE ORDER:	NO.: _____	\$	0.00
	NO.: _____	\$	0.00
	NO.: _____	\$	0.00

CONTRACT SUM TO DATE:	\$	0.00
-----------------------	----	------

Total Complete to Date:	\$	0.00
Less 5% Retainage	\$	0.00
Total Earned less Retainage	\$	0.00
Less Previous Payments	\$	0.00
<hr/>		
Current Amount Due:	\$	0.00

VENDOR NO: _____
CE/PO NUMBER: _____
CONTRACT DOC NO: XX-XXX-PW
SAP WBS NO: _____

CERTIFICATE FOR PAYMENT

PROJECT NAME: _____

CONTRACTOR NAME: _____

DPW PROJECT NO.: _____

PAYMENT NO.: _____

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Undersigned certifies to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the Amount Certified.

AMOUNT CERTIFIED \$ _____

Contractor Company Name	Contractor Representative's Name	Signature	Date
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Architect/Engineer Firm Name	Architect/Engineer Representative's Name	Signature	Date
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Erie County DPW

Construction Inspector (Owner)	Construction Inspector (Owner) Name	Signature	Date
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Erie County DPW

Project Manager (Owner)	Project Manager (Owner) Name	Signature	Date
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This Certificate is not negotiable. The **AMOUNT CERTIFIED** is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

REQUEST FOR PAYMENT - WORKSHEETS

SHEET#: _____ **OF** _____

PAYMENT NO.: _____

DATE: _____

[illegible]

REQUEST FOR PAYMENT - WORKSHEETS

SHEET#: _____ **OF** _____

PAYMENT NO.: _____

DATE: _____

[illegible][illegible][illegible]

SECTION 121100 - ALLOWANCES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements governing allowances.
 - 1. Certain items are specified in the Contract Documents by allowances. Allowances have been established in lieu of additional requirements and to defer selection of actual materials and equipment to a later date when direction will be provided to the Contractor. If necessary, additional requirements will be issued by Change Order.
- B. Types of allowances include the following:
 - 1. Unit-cost allowances.
 - 2. Lump-sum allowances
- C. Related Requirements:
 - 1. General Conditions of the Contract.
 - 2. Section 012200 "Unit Prices" for procedures for using unit prices

1.3 SELECTION AND PURCHASE

- A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection and purchase of each product or system described by an allowance must be completed to avoid delaying the Work.
- B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.
- C. Purchase products and systems selected by Architect from the designated supplier as approved through the submittal process.

1.4 ACTION SUBMITTALS

- A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

- A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance. These tickets should be signed by the Construction Inspector assigned to the project.
 - 1. The above only applies to allowance draws that do not have a unit price associated with the scope of work and are authorized by the Owner.
- B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance. These tickets should be signed by the Construction Inspector assigned to the project.
 - 1. The above only applies to allowance draws that do not have a unit price associated with the scope of work and are authorized by the Owner.
- C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 ALLOWANCE COORDINATION

- A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.
- B. See Sections 1.7 and 1.8 within this specification below for permitted markups to Lump-Sum and Unit-Price Allowances, respectively.
- C. At Project closeout, a credit for unused amounts remaining in all allowances will be processed by a Change Order to the Owner
 - 1. The credit to the Owner shall be inclusive of a reasonable overhead and profit margin for Lump-Sum Allowances. Unit Price allowances do not need to include an overhead and profit margin as Unit-Price allowances do not include this markup as part of the Base Bid Proposal.
- D. Under no circumstances, is the Contractor permitted to exceed the value of the allowance without prior authorization from the Owner. Charges in excess of the allowance threshold may result in incurred costs to the Owner with no requirement by the Owner for reimbursement for the costs in excess of the allowance.
 - 1. If allowances draws exceed the amount of the allowance and are authorized by the Owner, the amount of authorized work that exceeds the value of the allowance, will be treated as a Change Order, as defined in the General Conditions under 'Payment for Extra or Omitted Work' included within the Project Manual
- E. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- F. All charges against an allowance are subject to the Owner and/ or Architect/ Engineer's review and authorization prior to payment of any allowance.

- G. All work authorized by the Owner to be billed to an Allowance, shall have the associated certified payroll submitted within LCPTracker software. See General Conditions for additional information.

1.7 LUMP-SUM ALLOWANCES

- A. Lump-Sum Allowances shall be inclusive of all applicable costs associated with executing the work as authorized by the Owner including but not limited to; installation, insurance, equipment, labor, material, delivery to Project site, startup and turn over to the Owner.
1. The contractor is to include an overhead and profit percentage markup within the sealed bid proposal, at a rate as determined by the contractor, for each allowance associated to a given Contract as part of the Project for which the contractor is bidding. See the 'Information To Bidders' Section included within the Project Manual for all items required at the time of the Bid Opening.
- B. Unless otherwise indicated, Contractor's costs for receiving and handling at Project site, labor, installation, overhead and profit, and similar costs related to products and materials of an allowance shall be included as part of the Contract Sum and not part of the allowance.
- C. No items within the base bid scope of work will be paid for through the allowance.
- D. If no unit price is specified, changes to the base bid scope of work will be handled by one of the following:
1. On a time and material.
 - a. For work authorized by the Owner on a time and material basis, it is expected that the Owner be provided a complete breakdown of all charges against the allowance, separated by labor, material and equipment with the daily time and material tickets, signed by the contractor as well as the assigned Construction Inspector, for billing backup.
 2. A lump sum proposal basis.
 - a. Lump sum proposal items to be charged to an allowance are to be authorized by the Owner and is to include a time, material and applicable markup breakdown. Daily T&M work tickets are not required to be provided.
 3. In either case above, work shall not commence prior to written authorization by the Owner.
 4. In either case above, IF a subcontractor is hired by the prime contractor to execute the work, the subcontractor is permitted a 10% markup on labor, materials and equipment associated with their work. The prime contractor is not permitted an additional markup.
- E. Unused Materials: Turn over any unused or left-over materials purchased under an allowance to the Owner, after installation has been completed and accepted. The contractor may only bill the Owner for unused or left-over materials that were previously authorized to be drawn off the allowance.
1. If requested by Architect, retain and prepare unused material for storage by Owner. Deliver unused material to Owner's storage space as directed.

SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
 - 1. Section 012100 "Allowances" for procedures for using unit prices to adjust quantity allowances.

1.2 DEFINITIONS

- A. Unit price is an amount incorporated into the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

1.3 PROCEDURES

- A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.
- B. Measurement and Payment: See individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.
- C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.
- D. List of Unit Prices: A schedule of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF UNIT PRICES

- A. Unit Price No. 1: Replacement of unsatisfactory 1x4 horizontal wood battens:
 - 1. Description: Remove and replace unsatisfactory sections of broken, rotted, damaged or split 1x4 horizontal wood batten(s) and disposal off-site and replacement with a matching 1x4, as required, in accordance with Section 061000 "Rough Carpentry."
 - 2. Unit of Measurement: **L.F.**
 - 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."
- B. Unit Price No. 2 - Replacement of unsatisfactory 2x4 vertical wood battens:
 - 1. Description: Remove and replace unsatisfactory sections of broken, rotted, damaged or split 2x4 vertical wood batten(s) and disposal off-site and replacement with a matching 2x4, as required, in accordance with Section 061000 "Rough Carpentry."
 - 2. Unit of Measurement: **L.F.**
 - 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."
- C. Unit Price No. 3 – Purchase of additional field tile:
 - 1. Description: For replacing broken or required cut tile beyond the quantity of tile salvaged field from the four turret tower roofs according to " Section 073200 Roof Tiles."
 - 2. Unit of Measurement: per tile
 - 3. Quantity Allowance: Coordinate unit price with allowance adjustment requirements in Section 012100 "Allowances."

END OF SECTION 012200

SECTION 012300 - ALTERNATES

PART 1 GENERAL

1.01 GENERAL

- A. Related requirements specified elsewhere:
 - 1. Basis of awards: Instructions To Bidders
 - 2. Summary of Work: Section 011100
 - 3. The sections of the specifications required under the work of the respective alternatives.
- B. This Section describes the changes to be made under each alternative.
- C. The various specification sections contain the pertinent requirements for materials and methods to achieve the work described herein.
- D. Coordinate pertinent related work and modify surrounding work as required to complete the project under each alternative designated in the Owner-Contractor Agreement.

1.02 DESCRIPTION OF ALTERNATIVES

- A. Definition: An alternate is an amount proposed by bidders and stated on the bid form that will be added to or deducted from base bid amount if the Owner decides to accept a corresponding change in either scope of work or in products, materials, equipment, systems or installation methods described in Contract Documents.
- B. Coordination: Coordinate related work and modify or adjust adjacent work as required to ensure that work affected by each accepted alternate is complete and fully integrated into the project.
- C. Notification: Immediately following award of contract, prepare and distribute to each party involved, notification of the status of each alternate. Indicate whether alternates have been accepted or rejected [or deferred for consideration at a later date]. Include a complete description of negotiated modifications to alternates, if any.
- D. Schedule: A "Schedule of Alternates" is included at the end of this section. Specification sections referenced in the Schedule contain requirements for materials and methods necessary to achieve the work described under each alternate.
 - 1. Include as part of each alternate, miscellaneous devices, appurtenances and similar items incidental to or required for a complete installation whether or not mentioned as part of the alternate.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. **G-1: DEDUCT** the removal, reinstallation and reattachment of Roofs 'B' and 'E' and their associated dormers.
1. Base Bid: Removal, reinstallation, and reattachment of all clay tile roofing at Roofs 'A' thru 'Q' and their associated dormer roofs as indicated on Sheets A-101.
 2. Alternate: Delete removal, reinstallation and reattachment of roof tiles and associated copper caps, flashing and snow guards at Roofs 'B' and 'E' and their associated dormers 'B.1', 'B.2', 'B.3', 'E.1', 'E.2' and 'E.3' from scope.

2.1 Alternate G-1 to include the removal of existing synthetic mortar, known as "Flexim", at all copper valley cut tiles and replace with Type "M" mortar for valleys adjoining and within roof areas 'B' and 'E'.
- B. Alternate No. **G-2: DEDUCT** the removal, reinstallation and reattachment of Roofs 'G' and 'K' and their associated dormers.
1. Base Bid: Removal, reinstallation, and reattachment of all clay tile roofing at Roofs 'A' thru 'Q' and their associated dormer roofs as indicated on Sheets A-101.
 2. Alternate: Delete removal, reinstallation and reattachment of roof tiles and associated copper caps, flashing and snow guards at Roofs 'G' and 'K' and their associated dormers 'G.1', 'G.2', 'G.3', 'K.1', 'K.2' and 'K.3' from scope.

2.1 Alternate G-2 to include the removal of existing synthetic mortar, known as "Flexim", at all copper valley cut tiles and replace with Type "M" mortar for valleys adjoining and within roof areas 'G' and 'K'

END OF SECTION 012300 - ALTERNATES

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.
- B. Related Requirements:
 - 1. Section 012500 "Substitution Procedures" for administrative procedures for handling requests for substitutions made after the Contract award.
 - 2. Section 013100 "Project Management and Coordination" for requirements for forms for contract modifications provided as part of web-based Project management software.

1.3 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing minor changes in the Work, not involving adjustment to the Contract Sum or the Contract Time. Use form acceptable to Architect.

1.4 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Work Change Proposal Requests issued by Architect are not instructions either to stop work in progress or to execute the proposed change.
 - 2. Within 20 days, when not otherwise specified after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.

- d. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - e. Quotation Form: Use forms acceptable to Architect.
- B. Contractor-Initiated Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Architect. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
 - 1. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - 2. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - 3. Include costs of labor and supervision directly attributable to the change.
 - 4. Include an updated Contractor's construction schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 - 5. Comply with requirements in Section 012500 "Substitution Procedures" if the proposed change requires substitution of one product or system for product or system specified.
 - 6. Proposal Request Form: Use form acceptable to Architect.

1.5 ADMINISTRATIVE CHANGE ORDERS

- A. Allowance Adjustment: See Section 012100 "Allowances" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect actual costs of allowances.
- B. Unit-Price Adjustment: See Section 012200 "Unit Prices" for administrative procedures for preparation of Change Order Proposal for adjusting the Contract Sum to reflect measured scope of unit-price work.

1.6 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Change Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor. Use form acceptable to Architect.

1.7 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on form included in Project Manual. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

1.8 WORK CHANGE DIRECTIVE

- A. Work Change Directive: Architect may issue a Work Change Directive. Use form acceptable to Architect. Work Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.
 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600 – CONTRACT MODIFICATION PROCEDURES

SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General coordination procedures.
 - 2. Coordination drawings.
 - 3. Requests for Information (RFIs).
 - 4. Digital project management procedures.
 - 5. Project meetings.
- B. Each contractor shall participate in coordination requirements. Certain areas of responsibility are assigned to a specific contractor.

1.2 DEFINITIONS

- A. BIM: Building Information Modeling.
- B. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

1.3 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, telephone number, and email address of entity performing subcontract or supplying products.
 - 2. Number and title of related Specification Section(s) covered by subcontract.
 - 3. Drawing number and detail references, as appropriate, covered by subcontract.
- B. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to Project.
 - 1. Post copies of list in project meeting room, in temporary field office, in web-based Project software directory, and in prominent location in built facility. Keep list current at all times.

1.4 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.

- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's construction schedule.
 - 2. Preparation of the schedule of values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Preinstallation conferences.
 - 7. Project closeout activities.
 - 8. Startup and adjustment of systems.

1.5 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Shop Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity.
 - 1. Areas of Work requiring Coordination Drawings include (but are not limited to) mechanical rooms, electrical rooms, equipment rooms, corridors, horizontal exits from duct shafts, cross-over™™s and any other area where congestion of Work occurs. Prepare Coordination Drawings if limited space availability necessitates maximum utilization of space for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 2. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data or reproductions of the Contract Documents which in their original, copied or electronic file form are the Architect™™s instrument of service and are protected under copyright laws. Include the following information, as applicable:
 - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.
 - b. Coordinate the addition of trade-specific information to the coordination drawings in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
 - c. Follow routing shown on Contract Drawings for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance and for repairs.
 - d. Indicate functional and spatial relationships of components of architectural, structural, civil, mechanical, and electrical systems.
 - e. Indicate space requirements for routine maintenance and for anticipated replacement of components during the life of the installation.
 - f. Show location and size of access doors required for access to concealed dampers, valves, and other controls.
 - g. Indicate required installation sequences.

- h. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Architect indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
 - i. Show locations for all access doors and panels required for the Project.
 - j. Refer to individual Sections for additional requirements for Coordination Drawings specific to that Section.
 - 3. Do not begin fabrication until receipt of completed Coordination Drawings is acknowledged by the General Contractor in writing to the Architect.
- B. Coordination Drawing Organization: Organize coordination drawings as follows:
 - 1. Floor Plans and Reflected Ceiling Plans: Show architectural and structural elements, and mechanical, plumbing, fire-protection, fire-alarm, and electrical Work. Show locations of visible ceiling-mounted devices relative to acoustical ceiling grid. Supplement plan drawings with section drawings where required to adequately represent the Work.
 - 2. Plenum Space: Indicate subframing for support of ceiling and wall systems, mechanical and electrical equipment, and related Work. Locate components within ceiling plenum to accommodate layout of light fixtures indicated on Drawings. Indicate areas of conflict between light fixtures and other components.
 - 3. Mechanical Rooms: Provide coordination drawings for mechanical rooms showing plans and elevations of mechanical, plumbing, fire-protection, fire-alarm, and electrical equipment.
 - 4. Structural Penetrations: Indicate penetrations and openings required for all disciplines.
 - 5. Mechanical and Plumbing Work: Show the following:
 - a. Sizes and bottom elevations of ductwork, piping, and conduit runs, that penetrate clay tile roof within the scope of the project, if any.
 - 6. Electrical Work: Show the following:
 - a. Runs of vertical and horizontal conduit 1-1/4 inches in diameter and larger and any other conduit that penetrate the tile roofing within the scope of the project.
 - 7. Review: Architect will review coordination drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Architect determines that coordination drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Architect will so inform Contractor, who shall make changes as directed and resubmit.
 - 8. Coordination Drawing Prints: Prepare coordination drawing prints according to requirements in Section 013300 "Submittal Procedures."
- C. Printed Coordination Drawing Requirements:
 - 1. Number of Copies: Submit two opaque copies of each submittal. Architect will return one copy.
 - a. Submit five copies where Coordination Drawings are required for operation and maintenance manuals. Architect will retain two copies; remainder will be returned. Mark up and retain one returned copy as a Project Record Drawing.
 - 2. Each trade shall sign and date the Coordination Drawings after the addition of their information.
- D. Coordination Digital Data: Prepare coordination digital data according to the following requirements:
 - 1. File Submittal Format: Submit or post coordination drawing files using Portable Data File (PDF) format.

2. Upon Contractor's execution of Digital Data Transfer agreement acceptable to the Architect and Owner, Owner will furnish Contractor one set of Digital Data of Drawings for use in preparing coordination Digital Data files. Architect makes no representations as to the accuracy or completeness of Digital Data files as they relate to Drawings.

1.6 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents and it is not possible to request information at Project meetings, Contractor shall prepare and submit an RFI in the form specified.
 1. Architect will return RFIs submitted to Architect by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
 3. Frivolous RFIs: The Contractor will compensate the Owner for the Architect's time and expenses to process RFIs resulting from the Contractor's lack of studying and comparing the Contract Documents, coordinating their own Work, or repeating previous RFIs.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
 1. Project name.
 2. Project number.
 3. Date.
 4. Name of Contractor.
 5. Name of Architect.
 6. RFI number, numbered sequentially.
 7. RFI subject.
 8. Specification Section number and title and related paragraphs, as appropriate.
 9. Drawing number and detail references, as appropriate.
 10. Field dimensions and conditions, as appropriate.
 11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 12. Contractor's signature.
 13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
 - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Form bound in Project Manual, submitted by electronic mail (e-mail) in accordance with General Conditions and Supplementary Conditions.
 1. Identify each page of attachments with the RFI number and sequential page number.
 2. Provide attachments for software-generated forms in Adobe Acrobat PDF format.
 3. Provide photographs for software-generated forms in JPG format.
- D. Architect's Action: Architect will review each RFI, determine action required, and respond. Allow seven working days for Architect's response for each RFI. RFIs received by Architect after 1:00 p.m. will be considered as received the following working day.
 1. The following Contractor-generated RFIs will be returned without action:
 - a. Requests for approval of submittals.
 - b. Requests for approval of substitutions.
 - c. Requests for approval of Contractor's means and methods.
 - d. Requests for coordination information already indicated in the Contract Documents.
 - e. Requests for adjustments in the Contract Time or the Contract Sum.

- f. Requests for interpretation of Architect's actions on submittals.
 - g. Incomplete RFIs or inaccurately prepared RFIs.
 - 2. Architect's action may include a request for additional information, in which case Architect's time for response will date from time of receipt by Architect of requested additional information.
 - 3. Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to the General Conditions of the Contract for Construction.
 - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within 10 days of receipt of the RFI response in accordance with provisions in the General Conditions of the Contract for Construction.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log weekly. Software log with not less than the following:
 - 1. Project name.
 - 2. Name and address of Contractor.
 - 3. Name and address of Architect.
 - 4. RFI number including RFIs that were returned without action or withdrawn.
 - 5. RFI description.
 - 6. Date the RFI was submitted.
 - 7. Date Architect's response was received.
 - 8. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
 - 9. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- F. On receipt of Architect's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Architect within seven days if Contractor disagrees with response.

1.7 DIGITAL PROJECT MANAGEMENT PROCEDURES

- A. Architect's Digital Data Not Available: Architect will not provide Architect's Digital Data files for Contractor's use during construction.
- B. Contractor, subcontractors, and other parties granted access by Contractor to Project Web site shall execute a data licensing agreement in the form of Agreement acceptable to Owner and Architect.

1.8 PROJECT MEETINGS

- A. General: meetings and conferences at Project site unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: Entity responsible for conducting meeting will record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three days of the meeting.
 - 4. Decisions and interpretations given by the Architect at Project meetings shall be on behalf of the Owner and shall be conclusive on each Contractor affected.
- B. Preconstruction Conference: Schedule and conduct a preconstruction conference before starting construction, at a time convenient to Owner and Architect, but no later than 15 days after execution of the Agreement at the Project site or another location convenient to the Owner and Architect.

1. Attendees: Authorized representatives of Owner Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the conference. Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Discuss items of significance that could affect progress, including the following:
 - a. Responsibilities and personnel assignments.
 - b. Tentative construction schedule.
 - c. Phasing.
 - d. Critical work sequencing and long-lead items.
 - e. Designation of key personnel and their duties.
 - f. Lines of communications.
 - g. Use of web-based Project software.
 - h. Procedures for processing field decisions and Change Orders.
 - i. Procedures for RFIs.
 - j. Procedures for testing and inspecting.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of the Contract Documents.
 - m. Submittal procedures.
 - n. Preparation of record documents.
 - o. Use of the premises and existing building.
 - p. Work restrictions.
 - q. Working hours.
 - r. Owner's occupancy requirements.
 - s. Responsibility for temporary facilities and controls.
 - t. Procedures for moisture and mold control.
 - u. Procedures for disruptions and shutdowns.
 - v. Construction waste management and recycling.
 - w. Parking availability.
 - x. Office, work, and storage areas.
 - y. Equipment deliveries and priorities.
 - z. First aid.
 - aa. Security.
 - bb. Progress cleaning.
 3. Minutes: Entity responsible for conducting meeting will record and distribute meeting minutes.
- C. Preinstallation Conferences: Conduct a preinstallation conference at Project site before each construction activity when required by other sections and when required for coordination with other construction.
1. Scheduling: Schedule preinstallation conferences on same day as progress meetings attended by Architect.
 2. Attendees: Installer and representatives of manufacturers and fabricators involved in or affected by the installation and its coordination or integration with other materials and installations that have preceded or will follow, shall attend the meeting. Advise Architect of scheduled meeting dates.
 3. Agenda: Review progress of other construction activities and preparations for the particular activity under consideration, including requirements for the following:
 - a. Contract Documents.
 - b. Options.
 - c. Related RFIs.
 - d. Related Change Orders.
 - e. Purchases.
 - f. Deliveries.
 - g. Submittals.
 - h. Review of mockups.

- i. Possible conflicts.
 - j. Compatibility requirements.
 - k. Time schedules.
 - l. Weather limitations.
 - m. Manufacturer's written instructions.
 - n. Warranty requirements.
 - o. Compatibility of materials.
 - p. Acceptability of substrates.
 - q. Temporary facilities and controls.
 - r. Space and access limitations.
 - s. Regulations of authorities having jurisdiction.
 - t. Testing and inspecting requirements.
 - u. Installation procedures.
 - v. Coordination with other work.
 - w. Required performance results.
 - x. Protection of adjacent work.
 - y. Protection of construction and personnel.
- 4. Record significant conference discussions, agreements, and disagreements, including required corrective measures and actions.
 - 5. Reporting: Distribute minutes of the meeting to each party present and to other parties requiring information.
 - 6. Do not proceed with installation if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of the Work and reconvene the conference at earliest feasible date.
- D. Project Closeout Conference: Schedule and conduct a project closeout conference, at a time convenient to Owner and Architect, but no later than 90 days prior to the scheduled date of Substantial Completion.
- 1. Conduct the conference to review requirements and responsibilities related to Project closeout.
 - 2. Attendees: Authorized representatives of Owner, Architect, and their consultants; Contractor and its superintendent; major subcontractors; suppliers; and other concerned parties shall attend the meeting. Participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 3. Agenda: Discuss items of significance that could affect or delay Project closeout, including the following:
 - a. Preparation of record documents.
 - b. Procedures required prior to inspection for Substantial Completion and for final inspection for acceptance.
 - c. Procedures for completing and archiving web-based Project software site data files.
 - d. Submittal of written warranties.
 - e. Requirements for completing documentation.
 - f. Requirements for preparing operations and maintenance data.
 - g. Requirements for delivery of material samples, attic stock, and spare parts.
 - h. Requirements for demonstration and training.
 - i. Preparation of Contractor's punch list.
 - j. Procedures for processing Applications for Payment at Substantial Completion and for final payment.
 - k. Submittal procedures.
 - l. Coordination of separate contracts.
 - m. Owner's partial occupancy requirements.
 - n. Installation of Owner's furniture, fixtures, and equipment.
 - o. Responsibility for removing temporary facilities and controls.
 - 4. Minutes: Entity conducting meeting will record and distribute meeting minutes.

- E. Progress Meetings: Conduct progress meetings at regular intervals.
1. Coordinate dates of meetings with preparation of payment requests.
 2. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.
 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - 1) Review schedule for next period.
 - b. Review present and future needs of each entity present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of BIM component conflicts.
 - 4) Status of submittals.
 - 5) Status of documentation.
 - 6) Deliveries.
 - 7) Off-site fabrication.
 - 8) Access.
 - 9) Site use.
 - 10) Temporary facilities and controls.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Status of correction of deficient items.
 - 14) Field observations.
 - 15) Status of RFIs.
 - 16) Status of proposal requests.
 - 17) Pending changes.
 - 18) Status of Change Orders.
 - 19) Pending claims and disputes.
 - 20) Documentation of information for payment requests.
 4. Minutes: Entity responsible for conducting the meeting will record and distribute the meeting minutes to each party present and to parties requiring information.
 - a. Schedule Updating: Revise Contractor's construction schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
- F. Coordination Meetings: Conduct Project coordination meetings at regular intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and preinstallation conferences.
1. Attendees: In addition to representatives of Owner and Architect, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meetings shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for

discussion as appropriate to status of Project.

- a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to combined Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
- b. Schedule Updating: Revise combined Contractor's construction schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
- c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements.
 - 2) Sequence of operations.
 - 3) Resolution of clash detection.
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site use.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Status of RFIs.
 - 15) Proposal Requests.
 - 16) Change Orders.
 - 17) Pending changes.

Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 – PRODUCTS

(Not Used)

PART 3 - EXECUTION

(Not Used)

END OF SECTION 013100 – PROJECT MANAGEMENT & COORDINATION

SECTION 013119 - PROJECT MEETINGS

PART 1 GENERAL

1.01 PRECONSTRUCTION CONFERENCE

- A. Scheduled by the Owner within twenty (20) days after Prime Contractor(s) has received a "Notice to Proceed" or a "Letter of Intent to Award a Contract".
- B. Attendance
 - 1. Owner, or his representative.
 - 2. Architect.
 - 3. Contractors and Job Superintendents.
 - 4. Major subcontractors.
 - 5. Contractor's Safety Representative.
 - 6. Other interested parties as selected by the Owner or Architect.
 - 7. All participants at the Conference shall be familiar with the project and authorized to conclude matters relating to the work.
- C. Agenda
 - 1. Tentative construction schedule.
 - 2. Critical work sequencing.
 - 3. Project coordination.
 - 4. Designation of responsible personnel.
 - 5. Use of premises:
 - a. Office and storage areas.
 - b. Owner's requirements and occupancy.
 - c. Temporary facilities and controls.
 - 6. Security procedures.
 - 7. Housekeeping procedures.
 - 8. Processing of field decisions, Change Orders, Shop Drawings and Applications for Payment.
 - 9. Procedures for testing.
 - 10. Procedures for maintaining record documents.
 - 11. Requirements for start-up of equipment.
 - 12. Working hours.

1.02 PROGRESS MEETINGS

- A. Scheduled bi-weekly throughout the progress of work.
- B. Attendance
 - 1. Owner or his representative.
 - 2. Architect
 - 3. Contractors and/or job superintendents.
 - 4. Subcontractors as pertinent to agenda.
 - 5. Suppliers and/or manufacturers' representatives as pertinent to agenda.
 - 6. All participants at the Conference shall be familiar with the project and authorized to conclude matters relating to the work.

C. Agenda

1. Approval of minutes of previous meeting.
2. Review of work progress.
3. Field observations, problems and decisions.
4. Identification of problems which impede planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding work period.
10. Coordination of projected progress.
11. Maintenance of quality and work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to work.
14. Review the present and future needs of each entity present, including the following:
 - a. Interface requirements.
 - b. Time.
 - c. Sequences.
 - d. Status of submittals.
 - e. Deliveries.
 - f. Access.
 - g. Site utilization.
 - h. Temporary facilities and services.
 - i. Hours of work.
 - j. Housekeeping.
 - k. Quality and work standards.
 - l. Change Orders.
 - m. Documentation of information for payment requests.

D. Location of Meetings: On Job Site.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 013119 - PROJECT MEETINGS

SECTION 013573 - DELEGATED DESIGN PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes procedures for portions of Work under this Contract that are defined as Delegated Design components and systems in applicable Sections

1.2 DEFINITIONS

- A. Delegated Design: Professional design service or certification specifically required of the Contractor in Sections of the Project Manual. Delegated Design also includes Deferred Submittals where AHJ approval is required.
- B. Contractor's Design Professional: Design Professional registered in the State in which the Project is located and engaged by Contractor, subcontractor or supplier to provide drawings, computations and specifications required for Delegated Design components and systems.
- C. Deferred Submittal: Construction documents for those components of the Work that cannot be fully detailed on the approved construction documents because of variations in product design and manufacture and have been specifically approved by the AHJ for submittal review and approval after original permit approval.
- D. AHJ: Authorities Having Jurisdiction as defined in AIA Document A201.
- E. Seal: Certification that drawings, computations and specifications were designed and prepared under direct supervision of Architect or Professional Engineer whose name appears thereon.
- F. Delegated Design Component and Systems Review Stamp: Confirmation that Delegated Design drawings have been reviewed by Architect or Architect's consultants for coordination and compatibility with design intent of the Contract Documents.

1.3 RESPONSIBILITIES

- A. Contractor's Responsibilities: Provide services or certifications by Contractor's Design Professional, whose signature and seal appear on drawings, calculations, specifications, certifications, shop drawings and other submittals prepared by that design professional. Ensure shop drawings and other submittals related to the Work designed or certified by that professional, if prepared by others, bears that design professional's written approval when submitted to the Architect. The Architect and Owner shall rely on the completeness of the services, certifications and approvals performed or provided by that design professional.
 - 1. Coordinate and assume or assign to subcontractors complete responsibility for design, documentation, calculations, submittals, permits, fabrication, transportation and installation of components requiring Delegated Design.
 - 2. Coordinate components requiring Delegated Design with adjacent or related systems whether designed by Architect or are other Delegated Design components. Ensure complete, operational systems that perform their intended use are provided.
 - 3. Engineer components and systems of the Work requiring Delegated Design. Include provisions for wind, gravity, lateral, and seismic loads and include design for life safety, sizing of supports, anchors, framing, connections, spans, and other characteristics required to meet or exceed requirements of applicable codes, standards, regulations, AHJ, and design requirements of the Contract Documents.
 - a. Refer to Structural Drawings or applicable Specification Sections for structural performance criteria.
 - b. For non-structural applications requiring Delegated Design, comply with performance criteria and AHJ requirements specified in applicable Section.
 - 4. Ensure Delegated Design executes design intent indicated in the Contract Documents.

5. Coordinate and assume or assign to subcontractors and/or suppliers complete responsibility for design, calculations, submittals, permits if required, fabrication, delivery and installation of Delegated Design components and systems.
 6. Where specified, submit Delegated Design documents to AHJ for review, as required, in a manner that will not adversely affect Project's construction schedule.
- B. Contractor's Design Professional: Design Professional registered in the State in which the Project is located and engaged by Contractor, subcontractor or supplier to provide drawings, computations and specifications required for Delegated Design components and systems, in accordance with criteria specified in Contract Documents; include documentation required by AHJ. Responsibilities of Contractor's Design Engineer include, but are not limited to, the following:
1. Preparation of Delegated Design submittals.
 2. Periodic field review of Delegated Design work, including review of associated mock-ups where applicable, at locations where the Work is in progress, fabrication and installation of Delegated Design work, and submission of field review report after each visit to Architect, AHJ as required, and in accordance with applicable building codes.
 - a. Provide field reviews at intervals necessary and appropriate to progress of the Work to allow Contractor's Design Professional to be familiar with progress and quality of Work related to Delegated Design components and systems and to determine if Work related to Delegated Design components is proceeding in general conformity with Contract Documents, including reviewed shop drawings and design calculations.
 - b. Include costs for all review services, in Contract Sum, including testing and inspection reports, shop drawings, field reviews and field review reports, and letters of general conformity.
 3. Upon completion of Delegated Design components of the Work, prepare and submit to Architect and AHJ as required a letter of general conformity for Delegated Design components of the Work, certifying that they have been supplied and installed in accordance with the requirements of the Contract Documents and AHJ.

1.4 SCHEDULING

- A. Schedule design process and submittals required for Delegated Design portions to comply with Project Construction Schedule.
1. Allow sufficient time for Architect's, Architects consultants, and where applicable, AHJ, review of Delegated Design submittals. Include time estimate and coordination of schedule for review of Delegated Design submittals provided by Architect.
 2. If Architect's action on submittal relating to Delegated Design is required prior to application for permit, schedule and sequence Delegated Design submittal review prior to permit submittal. Comply with requirements specified in Division 1 Section "Submittal Procedures."
- B. Owner is not responsible to pay for any delays, additional products, additional hours of Work, or overtime, restocking or rework required due to failure by Contractor or subcontractor to coordinate their Work with Work of other trades on Project or to provide Delegated Design component and system in a timely manner to meet project schedule.

1.5 SUBMITTAL PROCEDURES FOR DELEGATED DESIGN COMPONENTS

- A. Comply with requirements specified for submittals in Division 01 sections, including, but not limited to, form and procedures for delivering submittals.
 - 1. Before the Work proceeds, complete the following:
 - a. Submit complete legible documents for Delegated Design components and systems.
 - b. Architect, and AHJ as appropriate, have accepted and reviewed, and where applicable approved Delegated Design documents.
 - 2. Submit Delegated Design documents for approval prior to fabrication of components included in Delegated Design work.
 - 3. Architect's review of Delegated Design submittals is for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Architect will review, approve or take other appropriate action on submittals consistent with this limited purpose.
 - a. Architect's review does not lessen nor shift burden of responsibility from Contractor or assigned subcontractor/ supplier / engineer to Owner or Architect.
- B. In addition to other submittal requirements specified in other Sections of the Project Manual, include in submittals for Delegated Design components submittals the following:
 - 1. Complete criteria.
 - 2. Design assumptions.
 - 3. Details.
 - 4. Calculations for required engineering, including but not limited to, structural work as applicable.
 - 5. Reactions to structure where applicable.
 - 6. Submittal stamped and signed by Contractor's Design Professional responsible for preparation of submittals.
 - 7. Instructions for fabrication, assembly, installation and interface with other trades.
- C. Subcontractor and Contractor's Design Professional List: Submit list of Delegated Design subcontractors and Contractor's Design Professionals in accordance with requirements specified in Division 01 Section "Submittal Procedures" for Subcontract List.
 - 1. Submit Subcontractor and Contractor's Design Professional list to AHJ, when required.
- D. Preliminary Submittal: Submit preliminary drawings and product data prior to performing engineering calculations and shop drawings.
- E. Final Review: Submit final Delegated Design documents to Architect and AHJ as required for review and approval based on submittal schedule defined in Article 1.5 of this Section.
 - 1. Include design criteria, design assumptions, structural calculations where applicable, other required engineering calculations, fabrication and construction details, required clearances, and interface requirements in Final Review Delegated Design documents.
 - a. Delegated Design drawings are in addition to shop drawings.
 - 2. Comply with AHJ requirements.
 - 3. Affix Contractor's Design Professional's professional seal on submittals.
 - 4. Make corrections as noted by Architect and Architect's consultants and comply with AHJ requirements.
 - 5. Execute corrections to Delegated Design Work at no additional cost to Owner and prior to Substantial Completion.
- F. Submit Delegated Design Professional's qualifications and, where specified, proof of insurance, identifying insurer, policy number, policy term and limit of liability, on certificate of insurance.

- G. Scaffolding is a delegated design item. Submit engineered design documents by a New York licensed engineer complete with wind loads as defined in Note 3 on Drawing S001.

1.6 QUALITY ASSURANCE

- A. In addition to requirements specified in this Article, comply with quality assurance requirements specified in other Sections with Delegated Design components and systems.
- B. Quality assurance requirements specified in this Section and other Sections constitute minimum acceptable standards for this Project.
- C. Documentation: Comply with the following:
 - 1. Uniform Drawing System, NCS/UDS published by National Institute of Building Sciences.
 - 2. Minimum Text Size: 1/8 inch.
- D. Pre-Submittal Meeting: Meet with Architect, subcontractors, and Contractor™™s Design Professional to discuss requirements of work, submittals, scheduling, and sequencing of Delegated Design components and systems.
- E. Contractor™™s Design Professional™™s Qualifications: In addition to qualification requirements specified in Sections containing Delegated Design components and systems, ensure submittals for items required to be sealed by professional engineer are prepared, sealed, and signed under direct control and supervision of Contractor™™s Design Professional who has professional liability insurance with minimum limit of liability of \$2,000,000 per claim in force.

PART 2 - PRODUCTS

2.1 SYSTEM DESCRIPTION

- A. Delegated Design Components and systems: Refer to individual Project Manual Sections for work requiring Delegated Design.
- B. Delegated Design components and systems shown in Contract Documents are shown for design intent with Contractor responsible for designing, providing, coordinating, and installing Delegated Design components including specified products.
 - 1. Design components and systems requiring Delegated Design that are attached to structural frame or supplemental to structural frame for anticipated loads specified on structural drawings, inherent gravity loads supported by system and coordinated with Contractor, or loads included in applicable building codes where Project is located.
 - a. Clearly define load reactions at interface between Delegated Design components and systems and structural frame to allow for review by Engineer of Record.
 - 2. Design all non-structural components and systems in compliance with applicable regulations, performance criteria, and submittal requirements as specified in the respective sections.
 - 3. Coordinate Delegated Design components and systems with appropriate subcontractors.

PART 3 – EXECUTION

(Not Used)

END OF SECTION 013573 – DELEGATED DESIGN PROCEDURES

SECTION 01 40 00 - QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance control of installation.
- B. References.
- C. Field samples.
- D. Inspection and testing laboratory services.
- E. Manufacturers' field services and reports.

1.02 RELATED SECTIONS

- A. Section 01 30 00 - Submittals: Submission of Manufacturers' Instructions and Certificates.

1.03 QUALITY ASSURANCE/CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply fully with manufacturers' instruction.
- C. Should manufacturers' instruction conflict with Contract Document, request clarification from Architect before proceeding.
- D. Comply with specified standards as a minimum quality for the Work except when more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.

1.04 REFERENCES

- A. Conform to reference standard by date of issue current on date for receiving bids.
- B. Obtain copies of standards when required by Contract Documents.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- D. The contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.05 FIELD SAMPLES

- A. Install field samples at the site as required by individual specifications Sections for review.

- B. Acceptable samples represent a quality level for the Work.
- C. Where field sample is specified in individual Sections to be removed, clear area after field sample has been accepted by Architect.

1.06 MANUFACTURERS' FIELD SERVICES AND REPORTS

- A. Submit qualifications of observer to Architect 30 days in advance of required observations. Observer subject to approval of Architect.
- B. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and to initiate instruction when necessary.
- C. Individuals to report observations and site decisions or instruction given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- D. Submit report in duplicate within 14 days of observation to Architect for review.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION 01 40 00 - QUALITY CONTROL

SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

PART 1 GENERAL

1.01 REQUIREMENTS INCLUDED

- A. Electricity.
- B. Water.
- C. Sanitary Facilities.
- D. Barriers.
- E. Scaffolding
- F. Material Hoisting
- E. Protection of Installed Work.
- F. Cleaning During Construction.

1.02 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electrical Code.
- B. Comply with Federal, State and local codes and regulations, including Chapter 14, Construction Safeguards of the Existing Building Code of New York State.
- C. Comply with utility company requirements.
- D. Obtain all permits required for providing all temporary facilities.

1.03 SUBMITTALS

- A. The General Construction Contractor shall provide a site lay-out drawing detailing the planned use of the site based on staging noted on drawings.
- B. The General Construction Contractor shall hire an engineer licensed in New York State to provide engineered, stamped drawings for the scaffolding system as referenced in Section 013573.

1.04 PROTECTION OF EXISTING UTILITIES

- A. Existing utilities and services shall be protected at all times against damage.
- B. Any damage to existing utility and service lines shall be repaired and placed back in operating order by the Contractor at no cost to the Owner.
- C. All utilities and services shall be maintained at all times in order that no inconvenience shall be caused the Owner.
- D. Any damage to existing site work shall be repaired and put back in the same or better condition than at the start of work.

1.05 PROTECTION OF ADJOINING PROPERTY

- A. Adjoining public and private property shall be protected from damage during construction and demolition work. Protection must be provided for footings, foundations, party walls, chimneys, skylights and roofs. Provisions shall be made to control water run-off and

erosion during construction or demolition activities. The person making or causing an excavation to be made shall provide written notice to the owners of adjoining buildings advising them that the excavation is to be made and that the adjoining buildings should be protected. Said notification shall be delivered not less than 10 days prior to the scheduled starting date of the excavation.

1.06 **OVERLOADING**

- A. Prime Contractors and their Subcontractors shall not overload any roof or other portion of any structure on the project site.
- B. All loads to be imposed on the new structure shall not exceed 2/3 of the design load and all floor slabs shall be well cured before imposing load.

1.07 **DISSIMILAR MATERIALS**

- A. Before installation of any dissimilar materials, the Prime Contractor or their Subcontractors shall treat the material in accordance with commonly accepted procedures to prevent any oxidation, electrolysis, or other chemical reaction, whether specifically specified or not.

1.08 **UTILITY SHUTDOWNS AND CUTOVERS**

- A. Except as otherwise expressly provided for in the Contract Documents, the Prime Contractors shall be responsible for submitting to the Architect for his approval, a proposed schedule of all utility shutdowns and switch overs of all types which will be required to complete the project. This schedule must be submitted and approved before work begins on site.
- B. The Prime Contractors shall inform the Architect in writing two (2) weeks prior to the tentative schedule shutdown, stating the nature and time required. Any such work which affects operations once started, shall be completed without stoppage. If premium time is required, it will be at no additional cost to the Owner.

1.09 **PROTECTION OF LIVES AND HEALTH**

- A. The Prime Contractors and their Subcontractors working on this project, shall comply fully with all applicable provisions of the laws of the State of New York, the United States of America, and all applicable rules and regulations adopted or promulgated by agencies of the State of New York of the United State of America, dealing with the protection of lives and health. The Prime Contractors attention is specifically called to the applicable rules and regulations, codes and bulletins of the New York State Department of Labor. Attention is also directed to the standards imposed under the Federal Occupational Safety and Health Act of 1970, as amended, P.L. 91-596: Construction Standards under this Act have been modified as 29 CFP Part 1926.
- B. All emergency egress areas to be maintained at all time through construction, free of all debris. The Owner=s Site Representative and Contractor shall inspect daily each building egress route to assure they are void of construction materials or equipment.
- C. In accordance with the existing Building Code of New York State, all required exits, existing structural elements, fire protection devices, and sanitary safeguards shall be maintained at all times during alterations, repairs, or additions to any occupied building or structure. When such required elements or devices are being altered or repaired, adequate substitute

provisions shall be made.

1.10 **CONDITIONS FOUND DIFFERENT**

- A. Should the Prime or Subcontractors encounter conditions at the site materially differing from those indicated in the Bidding and Contract Documents, he shall immediately give notice to the Architect of such condition.

1.11 **STORAGE OF MATERIALS**

- A. The Owner shall be consulted as to the means of access for delivery of materials and as to storage of same. Materials must be stored in fenced-in area in compliance with the existing Building Code of New York State.
- B. No storage other than at the project site, unless stored in a bonded warehouse with insurance coverage on contents of warehouse.

1.12 **STREET REPAIRS**

- A. Each Prime or Subcontractor shall make all repairs to streets, parking areas, curbs, and sidewalks that may be damaged due to the execution of his contract, as directed by the Architect.
- B. All work shall be repaired in accordance with rules and regulations of authorities having jurisdiction.

1.13 **WORKER IDENTIFICATION**

- A. Each employee of the Prime Contractor, their sub-contractor=s and sub-subcontractors shall wear a photo identification tag containing a photograph of the employee, who he works for and his/her name.

1.14 **TEMPORARY USE OF STREETS, ALLEYS AND PUBLIC PROPERTY**

- A. Construction materials and equipment shall not be placed or stored so as to obstruct access to fire hydrants, standpipes, fire or police alarm boxes, catch basins or manholes, nor shall such material or equipment be located within 20 feet of a street intersection, or placed so as to obstruct normal observations of traffic signals or to hinder the use of public transit loading platforms.
- B. Building materials, fences, sheds or any obstruction of any kind shall not be placed so as to obstruct free approach to any fire hydrant, fire department connection, utility pole, manhole, fire alarm box, or catch basin, or so as to interfere with the passage of water in the gutter. Protection against damage shall be provided to such utility fixtures during the progress of the work, but sight of them shall not be obstructed.
- C. **Contractor shall be responsible for all permits, City of Buffalo and otherwise, required for the construction, staging, deliveries, equipment staging, etc. that may require use of public streets or property. These shall be obtained at no cost to the Owner.**

1.15 **FIRE EXTINGUISHERS**

- A. All structures under construction, alteration, or demolition shall be provided with not less than one approved portable fire extinguisher in accordance with Section 906 of the *Fire Code of New York State* and sized for not less than ordinary hazard as follows:
 - 1. In every storage and construction shed.
 - 2. Additional portable fire extinguishers shall be provided where special hazards exist, such as the storage and use of flammable and combustible liquids.
- B. The provisions of this code and of the *Fire Code of New York State* shall be strictly observed to safeguard against all fire hazards attendant upon construction operations.

PART 2 PRODUCTS

2.01 **GENERAL**

- A. Materials for temporary facilities may be new or used provided they are adequate in capacity for the required usage, and must not create unsafe conditions or violate the requirements of applicable codes and regulations.

PART 3 EXECUTION

3.01 **ELECTRICAL**

- A. Connect to existing service, provide branch wiring and distribution boxes located to allow service and lighting by means of construction-type power cords. Owner will pay cost of energy used. Take measures to conserve energy.

3.02 **WATER**

- A. Water will be available at the site for use by Contractor. Any large amount of water use for construction purposes will need to be coordinated with the Owner and will require metering for Owner expense reimbursement.

3.03 **SANITARY FACILITIES**

- A. Provide and maintain required facilities and enclosures for all workers at the site.
- B. Existing facilities shall not be used.
- C. Locate toilets where directed and maintain them in a sanitary condition.

NUMBER OF EMPLOYEES MINIMUM NUMBER OF FACILITIES*

20 or less 1 toilet

20 or more 1 toilet and 1 urinal per 40 employees

200 or more 1 toilet and 1 urinal per 50 employees

*Toilet/Urinal combinations shall count as only one facility.

Where water and sewer connections are available, provide water closets; otherwise provide approved chemical or electric toilets.

3.04 BARRIERS

- A. Provide as required to prevent public entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. For protection of pedestrians, provide a fence around construction site in compliance with Section 3306 in the 2010 Building Code of New York State; Construction: Commercial grade chain link fence.
- C. Provide barricades and covered walkways as required by governing authorities for public right-of-way and for public access to existing building in compliance with Section 3306 in the Building Code of New York State. Walkways shall be of sufficient width to accommodate the pedestrian traffic, but in no case shall they be less than 4 feet in width. Walkways shall be provided with a durable walking surface. Walkways shall be accessible in accordance with Chapter 11 of the Building Code of New York State and shall be designed to support all imposed loads and in no case shall the design live load be less than 150 psf. Covered walkways shall comply with Building Code of New York State Section 3306.
- D. Provide barriers around trees and plants designated to remain. Protect against vehicular traffic, stored materials, dumping, chemically injurious materials, and puddling or continuous running water.
- E. Contractor shall continuously protect the Work, other work, and the property of the Owner and others from damage, injury or loss arising in connection with the Work. Owner and Architect shall not be responsible for any loss or damage to the Work, however caused, until after final acceptance thereof by the Owner, nor shall Owner or Architect be responsible for loss of or damage (however caused) to materials, equipment, appliances and other personal property of Contractor used in the performance of the Work.
- F. Contractor shall protect roadways, streets, sidewalks, paths, hallways, stairways, and other common areas, whether or not open to the public, keep them free from obstructions and maintain them in a safe and satisfactory condition. Contractor shall protect trees, shrubs, lawns, landscape work to remain from damage by guards, fences or other necessary methods.
- G. Contractor shall provide, erect and maintain barricades, warning signs, flags, lights, as may be necessary to protect the Work and safeguard the workmen and the general public. All such protection shall comply with the requirements of the proper authorities having jurisdiction.

3.05 SCAFFOLDING

- A. Provide scaffolds required for the proper execution of work to be provided by contractor or subcontractor requiring same. Reference specification Section 013573 for delegated design requirements.
- B. Scaffolds shall comply with all applicable code and regulations.
- C. Maintain all temporary devices and equipment to fulfill code requirement. Remove when no longer required.
- D. Scaffold shall be designed to stage roof clay tile material for installation.

- E. Scaffolding to be erected in stages as work proceeds around building. Scaffolding to only be erected on (2) two sides of work area at any one-time during construction.

3.06 MATERIAL HOISTING

- A. Contractor to provide hoisting equipment of suitable capacity to carry construction materials, applicable to the owner. Rigging is the responsibility of the contractor responsible for installation of materials or equipment.
- B. Submit to the owner for approval, the following in accordance with Section 01300.
 - 1. Proposed location, access points and ramps.
 - 2. Details of attachment.
 - 3. Safety devices and protective canopies.
 - 4. Method of operation and signal system.
 - 5. Power requirements
 - 6. Protection of adjacent structure.
 - 7. Size, weight, and number of pieces to be hoisted.
 - 8. Where practical, this information should be submitted 1 to 2 weeks in advance.
- C. Cost of separate material hoisting equipment, materials, installation, maintenance, operation and removal is the responsibility of the installing Contactor.
- D. Equipment may be new or used , but shall be adequate in capacity for required purpose and satisfy all applicable codes and regulations.
- E. Installation and protection shall comply with all OSHA, State and local regulations.
- F. Hoist shall be provided at one (1) central location as directed by the owner.
- G. When the hoist operator cannot maintain visual contact with the hoist load, the Contractor shall provide visual signal communication in accordance with all applicable code requirements.
- H. Completely remove temporary hoist and associated materials when no longer required.
- I. Repair all damage caused by hoisting equipment at no additional cost to owner.

3.05 PROTECTION OF INSTALLED WORK

- A. Provide temporary protection for installed products. Control traffic in immediate area to minimize damage.
- B. Prohibit traffic and storage on waterproofed and roofed surfaces, on lawn and landscaped areas.
- C. Each Prime Contractor shall be responsible for preventing overloading or over-stressing any portion of the new or existing structure by the contractor, his subcontractor or his material suppliers.
- D. Use care in all operations to avoid damage to the work of other contractors.

- E. All tarpaulins used for this project must be fireproof and of clean material.

3.06 **DUST CONTROL**

- A. Construction activities on site shall not produce a noise level in occupied building areas greater than 60 decibels. Work must cease if the noise level in occupied building areas exceeds 60 decibels. See drawings for additional time and noise constraints.

3.07 **MAINTENANCE OF TRAFFIC**

- A. Maintain traffic on streets and roadways at all times unless specified or written permission is obtained for the Owner.
- B. Maintain all driveways to all fire departments, industrial establishment, business and residential structures.
- C. Coordinate the work with all parties to produce minimum disruption of traffic, parking and access.

3.08 **CLEANING DURING CONSTRUCTION**

- A. Control accumulation of waste materials and rubbish; periodically dispose of off-site.

3.09 **REMOVAL**

- A. Remove temporary materials, equipment, services and construction prior to Substantial Completion inspection.
- B. Clean and repair damage caused by installation or use of temporary facilities.

3.10 **SPECIAL CONTROLS (Noise & Dust)**

- A. The Prime Contractors' and their subcontractors shall take all and any necessary precautions governed by any ordinance relative to noise, dust, water, pest, rodent or pollution control.
- B. The Prime Contractors' particular attention is called to the matter of LITTER. Litter shall be classified as personal disposable items brought to the site by the Prime Contractors, their subcontractors, mechanics or employees.
- C. The Prime General Construction Contractor shall be responsible for the removal of litter by such means as trash cans, placed at strategic locations, laborers, or other means.

END OF SECTION 015000 - CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

SECTION 01 60 00 - PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
 - 2. Divisions 02 through 09 Sections for specific requirements for warranties on products and installations specified to be warranted.

1.03 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1.04 SUBMITTALS

- A. Product List: Submit a list, in tabular form, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.
 - 1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.
 - 2. Form: Tabulate information for each product under the following column headings:
 - a. Specification Section number and title.
 - b. Generic name used in the Contract Documents.
 - c. Proprietary name, model number, and similar designations.
 - d. Manufacturer's name and address.

- e. Identification of items that require early submittal approval for scheduled delivery date.
 - 3. Initial Submittal: Within 7 days after date of commencement of the Work, submit initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
 - a. Identify which products are substitution requests.
 - 4. Architect's Action: Architect will respond in writing to Contractor within 10 business days of receipt of completed product list. Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.
- B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
- 1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - g. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - h. Cost information, including a proposal of change, if any, in the Contract Sum.
 - i. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - j. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 - 2. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within ten business days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within five business days of receipt of additional information or documentation, whichever is later.

- a. Form of Acceptance: Change Order.
- b. Use product specified if Architect does not make a decision on use of a proposed substitution within time allocated or within the time necessary for the progress of the Work.

1.05 **QUALITY ASSURANCE**

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.06 **PRODUCT DELIVERY, STORAGE, AND HANDLING**

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store materials in a manner that will not endanger Project structure.
 - 2. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 3. Protect stored products from damage and liquids from freezing.

2.07 **PRODUCT WARRANTIES**

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
 - 1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 - 3. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.01 PRODUCT SELECTION PROCEDURES

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
 4. Where products are accompanied by the term "as selected," Architect will make selection.
 5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
 6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
 7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.
- B. Product Selection Procedures:
1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
 2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
 3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that complies with requirements.
 4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.
 5. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Architect's sample. Architect's decision will be final on whether a proposed product matches.
 - a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

2.02 **PRODUCT SUBSTITUTIONS**

- A. Timing: Substitutions are to be listed on the Proposal Form. Architect will consider requests for substitution if received within 15 days after the Notice of Award. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 - 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 - 2. Requested substitution does not require extensive revisions to the Contract Documents.
 - 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 - 4. Substitution request is fully documented and properly submitted.
 - 5. Requested substitution will not adversely affect Contractor's Construction Schedule.
 - 6. Requested substitution has received necessary approvals of authorities having jurisdiction.
 - 7. Requested substitution is compatible with other portions of the Work.
 - 8. Requested substitution has been coordinated with other portions of the Work.
 - 9. Requested substitution provides specified warranty.

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 60 00 – PRODUCT REQUIREMENTS

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes general administrative and procedural requirements governing execution of the Work, including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. Installation of the Work.
 - 4. Cutting and patching.
 - 5. Coordination of Owner's portion of the Work.
 - 6. Coordination of Owner-installed products.
 - 7. Progress cleaning.
 - 8. Starting and adjusting.
 - 9. Protection of installed construction.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for coordination of Owner-furnished products, Owner-performed work, Owner's separate contracts, and limits on use of Project site.
 - 2. Section 013300 "Submittal Procedures" for submitting surveys.
 - 3. Section 017700 "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, replacing defective work, and final cleaning.
 - 4. Section 024119 "Selective Demolition" for demolition and removal of selected portions of the building.
 - 5. Section 078413 "Penetration Firestopping" for patching penetrations in fire-rated construction.

1.3 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of subsequent work.
- B. Patching: Fitting and repair work required to restore construction to original conditions after installation of subsequent work.

1.4 PREINSTALLATION MEETINGS

- A. Cutting and Patching Conference: Conduct conference at Project site.

1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Inform Architect of scheduled meeting. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:
 - a. Contractor's superintendent.
 - b. Trade supervisor responsible for cutting operations.
 - c. Trade supervisor(s) responsible for patching of each type of substrate.
 2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- B. Layout Conference: Conduct conference at Project site.
1. Review meanings and intent of dimensions, notes, terms, graphic symbols, and other layout information indicated on the Drawings.
 2. Review requirements for including layouts on Shop Drawings and other submittals.
 3. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For professional engineer.
- B. Certified Surveys: Submit two copies signed by professional engineer.
- C. Cutting and Patching Plan: Submit plan describing procedures at least **10** days prior to the time cutting and patching will be performed. Include the following information:
1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 4. Dates: Indicate when cutting and patching will be performed.
- D. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.6 QUALITY ASSURANCE

- A. Professional Engineer Qualifications: Refer to Section 014000 "Quality Requirements."
- B. Cutting and Patching: Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, or when encountering the need for cutting and patching of elements whose structural function is not known, notify Architect of locations and details of cutting and await directions from

Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.

2. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Other construction elements include but are not limited to the following:
 - a. Water, moisture, or vapor barriers.
 - b. Membranes and flashings.
 - c. Shingles and Clay Tiles.
 3. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of specified products and equipment.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Comply with requirements specified in other Sections.
1. For projects requiring compliance with sustainable design and construction practices and procedures, use products for patching that comply with sustainable design requirements.
- B. In-Place Materials: Use materials for patching identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will provide a match acceptable to Architect for the visual and functional performance of in-place materials. Use materials that are not considered hazardous.
- C. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
1. Use cleaning products that comply with Green Seal's GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examination and Acceptance of Conditions: Before proceeding with each component of the Work, examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
 - 1. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
 - 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
- B. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - 1. Description of the Work, including Specification Section number and paragraph, and Drawing sheet number and detail, where applicable.
 - 2. List of detrimental conditions, including substrates.
 - 3. List of unacceptable installation tolerances.
 - 4. Recommended corrections.
- C. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect [in accordance with requirements in Section 013100 "Project Management and Coordination."

3.3 INSTALLATION

- A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb, and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

- C. Install products at the time and under conditions that will ensure satisfactory results as judged by Architect. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations, so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy of type expected for Project.
- E. Sequence the Work and allow adequate clearances to accommodate movement of construction items on-site and placement in permanent locations.
- F. Tools and Equipment: Select tools or equipment that minimize production of excessive noise levels.
- G. Templates: Obtain and distribute to the parties involved templates for Work specified to be factory prepared and field installed. Check Shop Drawings of other portions of the Work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- H. Attachment: Provide blocking and attachment plates and anchors and fasteners of adequate size and number to securely anchor each component in place, accurately located and aligned with other portions of the Work. Where size and type of attachments are not indicated, verify size and type required for load conditions with manufacturer.
 - 1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
 - 2. Allow for building movement, including thermal expansion and contraction.
 - 3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.
- I. Joints: Make joints of uniform width. Where joint locations in exposed Work are not indicated, arrange joints for the best visual effect, as judged by Architect. Fit exposed connections together to form hairline joints.
- J. Repair or remove and replace damaged, defective, or nonconforming Work.
 - 1. Comply with Section 017700 "Closeout Procedures" for repairing or removing and replacing defective Work.

3.4 CUTTING AND PATCHING

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

- B. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during installation or cutting and patching operations, by methods and with materials so as not to void existing warranties.
- C. Temporary Support: Provide temporary support of Work to be cut.
- D. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- E. Adjacent Occupied Areas: Where interference with use of adjoining areas or interruption of free passage to adjoining areas is unavoidable, coordinate cutting and patching in accordance with requirements in Section 011000 "Summary."
- F. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots neatly to minimum size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
- G. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as practicable, as judged by Architect. Provide materials and comply with installation requirements specified in other Sections, where applicable.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate physical integrity of installation.
 - 2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - 3. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
- H. Cleaning: Clean areas and spaces where cutting and patching are performed. Remove paint, mortar, oils, putty, and similar materials from adjacent finished surfaces.

3.5 PROGRESS CLEANING

- A. Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold waste materials more than seven days during normal weather or three days if the temperature is expected to rise above 80 deg F.
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

- a. Use containers intended for holding waste materials of type to be stored.
- 4. Coordinate progress cleaning for joint-use areas where Contractor and other contractors are working concurrently.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where Work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways. Comply with waste disposal requirements in Section 015000 "Temporary Facilities and Controls."
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- J. Limiting Exposures: Supervise construction operations to ensure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 STARTING AND ADJUSTING

- A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.
- B. Adjust equipment for proper operation. Adjust operating components for proper operation without binding.
- C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

- D. Manufacturer's Field Service: Comply with qualification requirements in Section 014000 "Quality Requirements."

3.7 PROTECTION AND REPAIR OF INSTALLED CONSTRUCTION

- A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
- B. Repair Work previously completed and subsequently damaged during construction period. Repair to like-new condition.
- C. Protection of Existing Items: Provide protection and ensure that existing items to remain undisturbed by construction are maintained in condition that existed at commencement of the Work.
- D. Comply with manufacturer's written instructions for temperature and relative humidity.

END OF SECTION 017300 - EXECUTION

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Contractor is responsible for all cutting, fitting and patching required for alteration Work or to correct or modify newly installed construction, including but not limited to:
 - 1. Coordination between all trades.
 - 2. Performing sequential excavation and backfill.
 - 3. Completing the Work or making its several parts fit together properly or integrate with other Work.
 - 4. Uncovering portions of the Work to provide for installation of ill-timed Work.
 - 5. Removing and replacing defective Work.
 - 6. Removing and replacing Work not conforming to requirements of Contract Documents.
 - 7. Removing samples of installed Work as specified for testing.
 - 8. Providing routine penetrations of non-structural surfaces for installation of materials such as piping and electrical conduit.

1.2 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.3 PREINSTALLATION MEETINGS

- A. Cutting and Patching Conference: Conduct conference at Project site.
 - 1. Prior to commencing work requiring cutting and patching, review extent of cutting and patching anticipated and examine procedures for ensuring satisfactory result from cutting and patching work. Require representatives of each entity directly concerned with cutting and patching to attend, including the following:
 - a. Contractor's superintendent.
 - b. Trade supervisor responsible for cutting operations.
 - c. Trade supervisor(s) responsible for patching of each type of substrate.
 - d. Mechanical, electrical, and utilities subcontractors' supervisors, to the extent each trade is affecting by cutting and patching operations.
 - 2. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.4 INFORMATION SUBMITTALS

- A. Cutting and Patching Plan: Submit a plan describing procedures at least 15 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.

3. Products: List products to be used for patching and firms or entities that will perform patching work.
 - a. For cutting and patching of newly installed construction, employ the original installer or fabricator for weather-exposed or moisture-resistant elements, and sight exposed finished surfaces.
 - b. Include workmen qualifications for cutting and patching of weather-exposed or moisture-resistant elements, and sight exposed finished surfaces of existing construction being altered.
4. Dates: Indicate when cutting and patching will be performed.
5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 - a. Include description of provisions for temporary services and systems during interruption of permanent services and systems.
6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
7. Enclosure Elements: Indicate measures regarding the integrity or effectiveness of weather-exposed or moisture-resistant elements and systems.
8. Alternatives to Cutting and Patching: Include a description of alternatives to cutting and patching.
9. Notices: Notify Owner and separate contractor when cutting and patching affects newly installed construction not performed under this Project; include evidence of notification and written permission.
10. Architect's Approval: Obtain approval of cutting and patching plan before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

1.5 QUALITY ASSURANCE

- A. Structural Elements: When cutting and patching structural elements, notify Architect of locations and details of cutting and await directions from Architect before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch structural elements in a manner that could change their load-carrying capacity or increase deflection.
 1. A structural element includes any load-bearing, lateral force-resistant member, and wind or seismic movement resisting construction.
 2. Take precautions and exercise care to ensure Work is removed neatly and without movement or settlement to remainder of building. Contractor will be held liable for any damage, movement, settlement caused thereby or resulting therefrom.
- B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Examples of operating elements include, but are not limited to, the following:
 1. Primary operational systems and equipment.
 2. Fire separation assemblies.
 3. Air or smoke barriers.
 4. Fire-suppression systems.
 5. Plumbing piping systems.
 6. Mechanical systems piping and ducts.
 7. Control systems.
 8. Communication systems.

9. Fire-detection and -alarm systems.
 10. Conveying systems.
 11. Electrical wiring systems.
 12. Operating systems of special construction in Division 13 Sections.
- C. Other Construction Elements: Do not cut and patch other construction elements or components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety. Examples of miscellaneous elements include, but are not limited to, the following:
1. Water, moisture, or vapor barriers.
 2. Membranes and flashings.
 3. Exterior curtain-wall construction.
 4. Sprayed fire-resistive material.
 5. Equipment supports.
 6. Piping, ductwork, vessels, and equipment.
 7. Noise- and vibration-control elements and systems.
- D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- E. Manufacturer's Installation Instructions: Obtain and maintain on-site manufacturer's written recommendations and instructions for installation of products and equipment.
- F. Qualifications: Workmen to have minimum three (3) years' experience in working with materials being cut and patched.

1.6 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Comply with requirements specified in other Sections.
- B. In-Place Materials: Use materials identical to in-place materials.
1. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
 2. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.
- C. Materials used for sealing openings shall have a fire rating equal to or greater than the rating of the floor, ceiling or partition and shall comply with applicable codes.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
 - 1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 - 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.
- C. Adjacent Occupied Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to prevent interruption to occupied areas.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.
 - 1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
 - 2. Restore Work and surfaces with new products in accordance with requirements of the Contract Documents.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. Employ original Installer for cutting and patching of newly installed construction; comply with original Installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 - 2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 4. Proceed with patching after construction operations requiring cutting are complete.

- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 2. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Patch subfloors under removed partitions, fixed equipment, etc. by cutting back, applying underlayment, concrete fill or other acceptable leveling fill as necessary to provide subfloor that is level with adjacent existing subfloors and properly prepare to receive finish flooring.
 - b. In renovated rooms/areas to receive new floor finishes, remove existing finish flooring and related materials and prepare subfloor by cutting back, applying concrete fill or other acceptable leveling fill as necessary to provide subfloor that is level and properly prepared to receive new floor finish as required by Room Finish Schedule and material manufacturers written recommendations.
 - c. In renovated rooms/areas to receive new wall finishes, those portions of existing walls that remain shall have their surfaces patched, cut back, or brought forward as necessary, and prepared as required to receive the new finishes per Room Finish Schedule.
 - d. Where patching occurs in a painted surface, prepare substrate and apply primer and intermediate paint coats appropriate for the substrate over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
 - e. In rooms or areas where patching is required on one wall only, that entire wall is to be refinished to match the existing finish and color, including existing painted doors, door frames and window frames if they occur in that wall.
 - f. In rooms or areas where patching is required on two or more walls, all walls, including painted doors, door frames and painted window frames, are to be refinished.
 3. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.
 - a. In rooms or areas where patching is required in an existing plaster or gypsum wallboard ceiling, the entire ceiling is to be repainted. In rooms where patching is required in existing acoustic tile ceilings, patch ceilings with matching type and pattern of acoustic tile, clean all remaining tile and apply one coat of white latex paint by roller over all tile surfaces. Clean all exposed metal suspension system.
 4. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition and ensures thermal and moisture integrity of building enclosure.
 5. Openings created as a result of removal of materials must be patched to match adjacent construction as to materials and finishes, unless otherwise indicated.
 - a. Contractor responsible for cutting and patching shall also be responsible for furnishing and installing lintels where openings are cut through existing masonry or concrete walls. Refer to Lintel Schedule in Section 055000 Metal Fabrications for sizing of lintels unless lintels are shown on Drawings.

D. Roofing:

1. Before commencing with cutting and patching of roofing, consult with the Owner regarding the existence of an outstanding roofing warranty. If such a warranty exists, obtain written approval of the methods to be used from the roofing manufacturer who issued the warranty so as not to affect the value of the warranty.
2. If necessary, cutting and patching of roofing to be performed by roofing manufacturer authorized personnel only.
3. Cut, patch, repair and extend roofing and insulation as follows:
 - a. Where disturbed or damaged by alteration Work or activities related to same.
 - b. Where new Work connects to existing construction.
4. Roof areas penetrated for alterations shall be protected against damage and leakage by the Contractor performing the Work. Roof openings shall not be left uncovered or unprotected overnight or during any periods of rainy or inclement weather.
5. Remove loose aggregate, if applicable, and store away from work area.
6. Work shall be performed in a manner to provide for permanent water-tight splice or repair.
7. Roof repair and alteration Work and materials shall match existing roofing materials and construction.
8. Upon completion and inspection of splice or repair Work, remove debris from the roof and replace the aggregate as required.
9. Protect undisturbed existing and newly repaired roofing subject to traffic and damage.

3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed.
- B. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329 – CUTTING AND PATCHING

SECTION 017700 – CLOSEOUT PROCEDURES

PART I – GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Substantial Completion procedures.
 - 2. Final completion procedures.
 - 3. Warranties.
 - 4. Final cleaning.
- B. Related Section:
 - 1. Division 1 Section “Project Record Documents: for submitting Record Drawings, Record Specifications, and Record Product Data.
 - 2. Division 1 Section “Operation and Maintenance Data” for operation and maintenance manual requirements.
 - 3. All Divisions for “Demonstration and Training” for requirements for instructing Owner’s personnel.
 - 4. All Divisions for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete with request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds. Maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manual, final completion construction photographic documentation, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer’s name and model number where applicable.
 - 7. Make final changeover
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.

10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for final completion.

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit pest-control final inspection report and warranty.
 5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 - 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 - 3. Submit list of incomplete items in the following format:
 - a. One electronic copy in Portable Data File (PDF) format provided to the Owner and Architect/ Engineer.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties per General Conditions of the Contract, specifically Section 4.09, on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind two sets of warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ - 11 inch paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project name, and name of contractor.
 - 4. Provide one CD or USB flash drive to contain all scanned warranties and bonds. Assemble complete warranty and bond submittal package into a single indexed electronic PDF file with links enabling navigation to each item. Provide table of contents at beginning of document.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 – PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

1. Use cleaning products that meet Green Seal GS-37, or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART 3 – EXECUTION

3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with General Conditions of the Contract, specifically Section 4.08, all local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.

1. Do not paint over "URL" and other required labels and identification, including mechanical and electrical nameplates
 - m. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to operating conditions during construction that may impede operation or reduce longevity.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - r. Leave Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

END OF SECTION 017700 – CLOSEOUT PROCEDURES

SECTION 017823 – OPERATIONS AND MAINTENANCE DATA

PART I – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawing and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
 - 1. Operation and Maintenance manuals for systems, subsystems, and equipment.
 - 2. Maintenance manuals for the care and maintenance of products, materials, and finishes.
- B. Related Sections include the following:
 - 1. Division 1 Section “Submittal Procedures” for submitting copies of submittals for operation and maintenance manuals.
 - 2. Division 1 Section “Closeout Procedures” for submitting operation and maintenance manuals.
 - 3. All Divisions Sections for specific operation and maintenance manual requirements for products in those Sections.

1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction
- B. Subsystem: a portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

- A. Final Submittal: Submit each manual in electronic portable data file (pdf) format at least 15 days before final inspection to Architect/ Engineer of Record. Architect/ Engineer will return copy with comments within 15 days after final inspection.
 - 1. Correct or modify each manual to comply with comments provided by Architect/ Engineer. Submit one (1) hard copy and one (1) electronic copy in Portable Data File (pdf) format of

the corrected Operation & Maintenance Manual within 15 days of receipt of Architect's comments for submission to the Owner

1.5 COORDINATION

- A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 – PRODUCTS

2.1 MANUAL, GENERAL

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following material, in the order listed:
 - 1. Title Page
 - 2. Table of Contents
 - 3. Manual Contents
- B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:
 - 1. Subject matter included in manual
 - 2. Name and address of Project
 - 3. Name and address of Owner
 - 4. Date of submittal
 - 5. Name, address, and telephone number of Contractor
 - 6. Name and address of Architect
 - 7. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the column, and cross-referenced to Specification Section number in Project Manual.
 - 1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive Table of Contents for all volumes in each volume of the set.

- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystem, equipment, and components of one system into a single binder.
1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2- by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
 - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
 - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENACE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
 2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
 3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
 4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20-lb/sq.ft. white bond paper.
 5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text
 - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
 - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.2 OPERATION AND MAINTENACE MANUALS

- A. Content: In addition to requirements in this Section, include operation and maintenance data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions
 2. Performance and design criteria if Contractor is delegated design responsibility
 3. Operating standards

4. Operating procedures
5. Wiring diagrams
6. Control diagrams
7. Piped system diagrams
8. Precautions against improper use
9. License requirements including inspection and renewal dates
10. Warranty information

B. Descriptions: Include the following:

1. Product name and model number
2. Manufacturer's name
3. Equipment identification with serial number of each component
4. Equipment function
5. Operating characteristics
6. Limiting conditions
7. Performance curves
8. Engineering data and tests
9. Complete nomenclature and number of replacement parts

C. Operating Procedures: Include the following, as applicable:

1. Start-up procedures
2. Equipment or system break-in procedures
3. Routine and normal operating instructions
4. Regulation and control procedures
5. Instructions on stopping
6. Normal shutdown instructions
7. Seasonal and weekend operating instructions
8. Required sequences for electric or electronic systems
9. Special operating instructions and procedures

D. Systems and Equipment Controls: Describe the sequence of operations, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

F. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard printed maintenance instructions and bulletins
 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly
 3. Identification and nomenclature of parts and components
 4. List of items recommended to be stocked as spare parts
- G. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
1. Test and inspection instructions
 2. Troubleshooting guide
 3. Precautions against improper maintenance
 4. Disassembly; component removal, repair, and replacement; and reassembly instructions
 5. Aligning, adjusting, and checking instructions
 6. Demonstration and training videotape, if available
- H. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies
 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance
- I. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- J. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- K. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.
- L. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include instructions and procedures for each type of emergency, and

responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

1. Include the following, as applicable:
 - a. Instructions on stopping
 - b. Shutdown instructions for each type of emergency
 - c. Operating instructions for conditions outside normal operating limits
 - d. Required sequences for electric or electronic systems
 - e. Special operating instructions and procedures

2.3 PRODUCT MAINTENANCE MANUAL

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.
- C. Product Information: Include the following, as applicable:
 1. Product name and model number
 2. Manufacturer's name
 3. Color, pattern, and texture
 4. Material and chemical composition
 5. Reordering information for specially manufactured products
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
 1. Inspection procedures
 2. Types of cleaning agents to be used and methods of cleaning
 3. List of cleaning agents and methods of cleaning detrimental to product
 4. Schedule for routine cleaning and maintenance
 5. Repair instructions
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 – EXECUTION

3.1 MANUAL PREPARATION

- A. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
 2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- B. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- C. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- D. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.
1. Do not use original Project Record Documents as part of operation and maintenance manuals.

- E. Comply with Division 1 Section “Closeout Procedures” for the schedule for submitting operation and maintenance documentation.

END OF SECTION 017823 – OPERATIONS AND MAINTENANCE DATA

SECTION 017839 – PROJECT RECORD DOCUMENTS

PART I – GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for project record documents, including the following:
 - 1. Record Drawings
 - 2. Record Specifications
 - 3. Record Product Data
- B. Related Sections:
 - 1. Division 1 Section "Operation and Maintenance Data" for operation and maintenance manual requirements.
 - 2. All Divisions for specific requirements for project record documents of the Work in those Sections.

1.2 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit record drawings as follows:
 - a. Initial Submittal: Submit one set of marked-up (red-lined) record prints in electronic portable data file (PDF) format inclusive of all addendum, sketches, work change directives, change orders and field revisions to Architect for review. Architect will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal: Submit one set of marked-up (red-lined) record prints in electronic portable data file (PDF) format and one set hard paper copy incorporating Architect's comments to Architect and Owner. Provide each drawing, whether or not changes were applicable to any given specific drawing/ sheet.
- B. Record Specifications: Submit one hard paper copy and electronic portable data file (PDF) format of the Project's Specifications, including addenda and contract modifications to the Owner and Architect.

PART 2 – PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it.
 - c. Record and check the markup before enclosing concealed installations.
 - 2. Mark the Contract Drawings and Shop Drawings completely and accurately. Utilize personnel proficient at recording graphic information in production of marked-up record prints.
 - 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same locations.
 - 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion and in accordance with Section 1.2 of this specification, review marked-up record prints with Architect and/or Construction Manager. When authorized, prepare a full set of corrected red-lines, as follows:
 - 1. Copies: One (1) electronic copy provided on a CD or USB flash drive in portable data file (PDF) format.
 - 2. Format: Same digital data software program, version, and operating system as the original Contract Drawings.
 - 3. Format: Annotated PDF electronic file with comment function enabled.
 - 4. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 - 5. Refer instances of uncertainty to Architect for resolution.
 - 6. Architect will furnish Contractor one set of digital data files of the Contract Drawings for use in recording information.
- C. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
 - 1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 - 2. Format: Annotated PDF electronic file with comment function enabled.

3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
 - a. Project Name
 - b. Date
 - c. Designation "PROJECT RECORD DRAWINGS"
 - d. Name of Architect
 - e. Name of Contractor

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from the indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. Note related Change Orders and record Drawings where applicable.
- B. Format: submit record Specifications as PDF electronic file.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, and record Drawings where applicable.
- B. Format: Submit record Product Data as paper copy within the Operation and Maintenance Manual and one electronic copy in portable data file (pdf) format. .

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.
- B. Format; Submit record submittals as paper copy.

PART 3-EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and modifications to project record documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for contraction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Architect's and Construction Manager's reference during normal working hours.

END OF SECTION – PROJECT RECORD DOCUMENTS

SECTION 02 41 19 – SELECTIVE DEMOLITION

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope of Work

This Section describes the requirements of the Demolition without limiting the generality implied by the Specifications and Drawings. The work under this Section shall include, but is not limited to the following principal items:

1. Demolition, Cutting and Patching: As indicated and as necessary to install new work.
2. Salvage of Materials: Salvage field and hip roof clay roof tiles as noted on drawings for attic stock. Salvage Copper finials, ridge caps and flag poles for reinstallation.
3. General Construction Work: Add, build, demolish, relocate, remove, patch and finish such structural materials, equipment, finish materials, etc., as indicated and as necessary to complete the general construction work.
4. Mechanical / Electrical / Plumbing (MEP) Work: Systems shall be properly disconnected, terminated, demolished, altered, relocated, replaced, added to as indicated and required to complete the work.

1.02 SECURITY AND ACCESS

- A. The security and maintenance of adequate safe means of egress and ingress to existing building is of prime importance from the standpoint of maintaining safe access through construction operations at all times. The Contractor shall coordinate work with the Owner's site representative and all concerned.
- B. Entrances and exits: Plans for any prolonged (other than momentary) obstruction to pedestrian and/or vehicular access must be cleared with the Owner's Representative prior to implementation.

PART 2 PRODUCTS

2.01 MATERIALS

- A. For replacement of work removed, comply with Specifications for type of work to be done.
- B. Existing materials altered shall be replaced with like materials "Patch to Match", or as called for on the Plans.

PART 3 EXECUTION

3.01 PROCEDURE AND TIMING

A. Procedure

The work shall be executed in an orderly and careful manner with due consideration for inhabitants and the public. Maintain enclosures at all openings to adjacent areas not being altered, at all times, with necessary signs, lights, bracing and guards for the protection of all personnel and existing facilities.

B. Timing

Coordinate work to facilitate scheduling of abandonment and to allow for the installation of temporary and permanent services as required. All work shall be scheduled in advance at a meeting with the Owner, Architect and Contractor to coordinate work schedules.

C. Cutting and Patching

The Contractor shall include as scope of his work all alterations intended for a complete project as required to:

1. Maintain fire safety and environmental systems throughout construction. Temporary facilities shall be installed as required during removals to accomplish same.
2. Make all parts fit properly.
3. Uncover work to provide for installation of ill-timed work.
4. Remove and replace defective work.
5. Remove and replace work not conforming to requirements of Contract Documents.
6. Install specified work in existing construction.
7. Do not endanger any work by cutting or altering work or any part of it.

D. The Contractor shall salvage all materials for reuse for work of their trades in a manner which prevents injury or damage to persons, adjoining properties and public rights-of-way in compliance with the Existing Building Code of New York State Section 1301.4. The Contractor shall coordinate with the Owner all materials or equipment to be removed, relocated or reused. The Contractor shall determine the scope of work required to perform these tasks.

E. The Contractor shall remove and dispose of all materials that will not be reused. This includes all necessary work involved in elimination and hauling away materials intended for removal by the Specifications and Drawings. The work under this Section shall include all necessary labor and materials to repair existing demolished materials, except as specified or shown otherwise, shall become the property of the Contractor and shall be removed from the project site.

F. Protect and safeguard from damage all existing structural systems, equipment and finishes that will remain. Contractor shall be responsible for any damage caused by his own forces or his subcontractors.

G. Clean-Up

The site and surrounding areas shall be kept free of rubbish and debris and in good clear order at all times. The Contractor shall be responsible for the repair of any items to remain that he or his forces damage.

H. Structural and other conditions will be verified with the Architect before proceeding with alteration work. Inspect structures prior to start of work and notify the Architect in writing, of any conditions detrimental to the execution of the work. Photograph existing damage which could be misconstrued as a damage resulting from the work of the Contract. State location and date of photograph and file with the Architect prior to starting work.

END OF SECTION 02 41 19 – SELECTIVE DEMOLITION

SECTION 02 57 50 - RESTORATION OF SURFACES

PART 1 GENERAL

1.01 SCOPE

The following items are specifically included:

- A. Lawns and Landscaped Areas disturbed, damaged or destroyed during the performance of work under this Contract, shall be restored and maintained as specified herein and as shown and directed by the Architect.
- B. The types of replacement are as follows:
 - 1. Lawns and Landscaped Areas.
 - 2. Sidewalks.
 - 3. Curbs

PART 2 PRODUCTS

2.01 QUALITY CONTROL

- A. The quality of materials and the performance of work used in the restoration shall produce lawn and landscaped areas equal to or better than the condition of each before the work began. The materials used in the restoration shall be new and in accordance with that specified in this Section. In the event a surface or material requires restoration and the material is not specified under this Contract, the Contractor shall notify the Architect and submit to the Architect his proposed restoration plan. Such restoration shall be subject to the Architect's and/or the Owner's approval.

2.02 SEED

- A. Shall be pure live fresh seed from commercial sources meeting and labeled in accordance with State and Federal laws, rules and regulations. Seed shall be pre-germinated.
- B. Select readily available seed mixture common and hardy for the locality and generally consistent with the specified sod grasses, containing a blend of approximately 30% Bluegrasses and 10% Perennial Rye, 50% Red Fescue and 10% Red Top.
- C. Seeding rate is not specified. Contractor is responsible for selecting a seeding rate which will produce a full dense stand of grasses throughout all areas to be seeded.

2.03 SOIL AMENDMENTS AS REQUIRED

- A. Limestone: Ground limestone, from commercial source, fully labeled for distribution at a rate per 1,000 square feet of new grass area as determined and recommended by Cornell tests for pH correction.
- B. Fertilizer: Complete fertilizer, from commercial source, fully labeled and bearing manufacturers analysis; containing ratio of nitrogen-phosphorous-potassium determined and recommended by Cornell tests and distributed at a Cornell recommended rate per 1,000 square feet.
- C. Pre-emergent Weed Control (for seeded grass areas only): Commercial source bearing

manufacturer's analysis and recommendation for application.

2.04 **MULCH (Seeded Areas)**

- A. For Mechanical Seeding: Stall hay or well threshed straw of either oats, wheat or rye, free from matured seed or seed detrimental to development of lawn.
- B. Hydroseeding: One or two step seeding/fertilizing/mulching procedure, standard commercial practices by experienced firm, use commercial mulch binder/soil sealer admixtures. Slurry mixes in accordance with good practice.

2.05 **WATER**

- A. On-site water supply shall be at no cost; Contractor shall make all necessary arrangements for use of water with the Campus and shall supply all hoses and control valves for use and distribution; the Campus will turn supply on and off; no wasteful use of water.

2.06 **CONCRETE WALKS**

- A. Concrete walks shall be constructed of Class B concrete:
 - Minimum compressive strength (28 days): 4500 PSI
 - Max. aggregate size: $\frac{3}{4}$ "
 - Entrained air content: 5% +/- 1%
 - Water-cementitious materials ratio 0.45
 - Reinforcement: 6x6 – W2.0 x W2.0 galvanized W.W.F.

PART 3 EXECUTION

3.01 **SCHEDULE OF REPLACEMENT**

- A. A schedule of replacement operations shall be coordinated by the Contractor with approval of the Architect and/or the Owner. The program shall be adhered to unless otherwise approved.

3.02 **CONCRETE WALKS**

- A. Concrete walks removed in connection with or damaged as a result of construction operations under the Contract shall be replaced with new construction. Such walks shall be constructed on a thoroughly compacted subgrade (minimum 8"), shall have a vertical thickness of not less than 5-inches (or the thickness of the replaced walk where greater than 5-inches) shall be constructed with vertical construction joints spaced not more than 25 feet apart, shall be provided with expansion joints spaced not more than 25 feet apart, shall be provided with expansion joints spaced not to exceed 50 feet apart and shall be sloped for drainage at right angles to the longitudinal centerline in the amount of approximately 1/8-inch per foot of walk width.
- B. Walks shall be finished to match adjacent walks, edged with an edging tool and grooved at construction joints and at intermediate intervals not in excess of the width of the walk. The lengths of blocks formed by the grooving tool and distances between construction and expansion joints shall be uniform throughout the length of the walk in any one location.

3.03 **CURBS, GUTTERS AND CULVERTS**

- A. The Contractor shall, at his own expense, permanently repair and re-lay all curbs, gutters,

roadway and driveway culverts where the same have been broken, injured or disturbed by the Contractor in executing any of the work covered by the Contract or by or on account of said work. He shall restore the same in a manner, to a condition and with material, either new or old as required, similar and equal to that existing before such excavations were made.

3.04 **SEASON FOR SEEDING**

- A. April 15 to June 15, or August 15 to October 15; unless otherwise approved by the Architect in writing.

END OF SECTION 02 57 50 - RESTORATION OF SURFACES

SECTION 06 10 00 - ROUGH CARPENTRY

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope of Work

The work of this Section includes all labor, materials, plant, tools equipment, trucking, insurance and all related items to furnish and install all work of this Section as shown by the Drawings and the Specifications.

1. All rough work usually performed by carpenters.
2. Blocking at roof for gravel stops, cant strips, curbs and control/expansion joints.
3. Rough hardware.
4. Building enclosure(s).
5. Installation of items furnished in other sections.

B. Related work specified elsewhere:

1. Section 07 32 00 – Clay Tile Roof

1.02 QUALITY ASSURANCE

A. Grading rules of the following Associations apply to materials furnished under this section:

1. American Plywood Association (APA).
2. National Particle Board Association (NPB).
3. Western Wood Products Association (WWPA).
4. Southern Forest Products Association (SFPA).
5. National Hardwood Lumber Association.
6. American Wood Preservers Association (AWPA)

B. Grade Marks: Identify all plywood and lumber by official grade mark.

C. All lumber shall be kiln dried and well-seasoned, and of grade specified.

1.03 SUBMITTALS

A. Certification

1. Pressure Treated Wood: Submit certification by the treating plant stating chemicals and process used, net amount of salts retained and conformance with applicable standards.
2. Submit in writing choice of stress grade lumber for approval.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Protect lumber from weather in transit and at project site, keep raised off the ground, covered with watertight covering, ventilated, and block passage of ground moisture.

B. Store in accordance with A.P.A. "Panel Care and Installation" Guide.

PART 2 PRODUCTS

2.01 STRESS GRADE LUMBER

- A. Size as indicated, No. 2 Douglas Fir, Hem Fir, Western Spruce, dressed four sides (S4S) Kiln Dried, 15% maximum moisture content. Lumber shall develop a minimum extreme fiber stress 1000 lbs/square inch.

2.02 PRESERVATIVE TREATED LUMBER

- A. Preservative treatment by pressure process [to refusal]: AWPA C2, except that lumber that is not in contact with the ground and is continuously protected from liquid water may be treated according to AWPA C31 with inorganic boron (SBX).
 - 1. Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.
 - 2. For exposed items indicated to receive a stained or natural finish, use chemical formulations that do not require incising, contain colorants, bleed through, or otherwise adversely affect finishes.
- B. All treated lumber shall bear a mark with the treatment quality of an inspection agency approved by the ALSC Board of Review.
- C. After treatment, lumber shall be kiln dried to maximum 19% moisture content.
- D. Application: Treat all rough lumber unless otherwise indicated, items indicated on the drawings, and the following:
 - 1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor retarders, and waterproofing.
 - 2. Wood sills, sleepers, blocking, furring, stripping and similar concealed members in contact with masonry or concrete.

2.03 ROUGH HARDWARE

- A. Expansion anchors: Meeting Federal Spec. FF-S-325, Group II Type 4 Class 1 and zinc plated in accordance with Federal Spec QQ-Z-325C, Type II, Class 3. Use: Anchoring to concrete.
- B. Sleeve Anchors: Meeting Federal Spec. FF-S-325, Group II, Type 3, Class 3, zinc plated head type as appropriate for application. Use: Anchoring to concrete block.
- C. Miscellaneous Hardware: Toggle bolts, Lag screws/bolts, nails etc., non-rusting type.

PART 3 EXECUTION

3.01 INSTALLATION

- A. Expansion and Sleeve Anchors: Minimum installation depth and method of expansion as recommended by anchor manufacturer.
- B. Nailers, blocking, furring set to deck and slab, power driven studs, drive screws acceptable, except where bolting is indicated.

- C. Nailing: In accordance with industry standards of good practice.
- D. Install blocking for control joints, and gravel stops by bolting to structure at 48" o.c. maximum.
- E. Install materials furnished under other sections of the specifications per detail drawings and approved shop drawings.
- F. Builder's Hardware: The contractor shall furnish all rough hardware such as nails, screws, bolts, etc.

END OF SECTION 06 10 00 - ROUGH CARPENTRY

GENERAL SECTION 07 31 13 – ASPHALT SHINGLES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Asphalt shingles.
 - 2. Underlayments.
 - 3. Shingle accessories.
- B. Related Section:
 - 1. Section 07 62 00 "Sheet Metal Flashing & Trim."

1.02 DEFINITION

- A. Roofing Terminology: See ASTM D 1079 and glossary of NRCA's "The NRCA Roofing and Waterproofing Manual" for definitions of terms related to roofing work in this Section.

1.03 SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.
 - 1. Asphalt Shingles: Full size.
- C. Qualification Data: For Installer.
- D. Product Test Reports: For each type of asphalt shingle and underlayment product indicated, for tests performed by a qualified testing agency.
- E. Sample Warranty: For manufacturer's warranty.

1.04 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For asphalt shingles to include in maintenance manuals.

1.05 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Asphalt Shingles: 100 sq. ft. of each type, in unbroken bundles.

1.06 QUALITY ASSURANCE

- A. Installer Qualifications: An authorized representative who is trained and approved by manufacturer.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated location protected from weather, sunlight, and moisture according to manufacturer's written instructions.
- B. Store underlayment rolls on end on pallets or other raised surfaces. Do not double stack rolls.
- C. Protect unused roofing materials from weather, sunlight, and moisture when left overnight or when roofing work is not in progress.
- D. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

1.08 FIELD CONDITIONS

- A. Environmental Limitations: Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended in writing by manufacturer.

1.09 WARRANTY

- A. Manufacturer's Warranty: Manufacturer agrees to repair or replace asphalt shingles that fail within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Manufacturing defects.
 - 2. Material Warranty Period: 30 years from date of Substantial Completion, prorated, with first 10 years non-prorated.
 - 3. Wind-Speed Warranty Period: Asphalt shingles will resist blow-off or damage caused by wind speeds of up to 90mph for 15 years from date of Substantial Completion.
 - 4. Workmanship Warranty Period: Two years from date of Substantial Completion.
- B. Roofing Installer's Warranty: On warranty form at end of this Section, signed by Installer, in which Installer agrees to repair or replace components of asphalt-shingle roofing that fail in materials or workmanship within specified warranty period.
 - 1. Warranty Period: Two years from date of Substantial Completion.

PART 2 - PRODUCTS

2.01 PERFORMANCE REQUIREMENTS

- A. Exterior Fire-Test Exposure: Provide asphalt shingles and related roofing materials identical to those of assemblies tested for Class A fire resistance according to ASTM E 108 or UL 790 by Underwriters Laboratories or another testing and inspecting agency acceptable to authorities having jurisdiction. Identify products with appropriate markings of applicable testing agency.

2.02 GLASS-FIBER-REINFORCED ASPHALT SHINGLES

- A. Laminated-Strip Asphalt Shingles: ASTM D 3462/ laminated, 350-425 lbs/sq nominal weight, multi-ply overlay construction, glass-fiber reinforced, mineral-granule surfaced, and self-sealing.
 - 1. Products: Subject to compliance with requirements, provide one of the following:
 - a. CertainTeed Corporation; Carriage House Shingles.
 - b. GAF; Woodland Designer Shingles.
 - c. Owens Corning; Berkshire Shingles.

2. Algae Resistance: Granules resist algae discoloration.
3. Impact Resistance: UL 2218, Class 4.
4. Color and Blends: As selected by Architect from manufacturer's full range.

2.03 UNDERLAYMENT MATERIALS

- A. Felt: ASTM D 226, asphalt-saturated organic felts, nonperforated.
 1. Type: 30# Felt.
- B. Synthetic Underlayment: Manufacturer standard UV-resistant polypropylene, polyolefin, or polyethylene polymer fabric with surface coatings or treatments to improve traction underfoot and abrasion resistance; evaluated and documented to be suitable for use as a roof underlayment under applicable codes by a testing and inspecting agency acceptable to authorities having jurisdiction.
- C. Self-Adhering Sheet Underlayment, Granular Surfaced: ASTM D 1970/D 1970M, minimum of 40-mil- thick sheet; glass-fiber-mat-reinforced, SBS-modified asphalt; mineral-granule surfaced; with release backing; cold applied.

2.04 ACCESSORIES

- A. Asphalt Roofing Cement: ASTM D 4586, Type II, asbestos free.
- B. Roofing Nails: ASTM F 1667; stainless-steel, copper, or hot-dip galvanized-steel wire shingle nails, minimum 0.120-inch-diameter, sharp-pointed, with a minimum 3/8-inch-diameter flat head and of sufficient length to penetrate 3/4 inch into solid wood decking or extend at least 1/8 inch through OSB or plywood sheathing.
 1. Shank: Barbed.
 2. Where nails are in contact with metal flashing, use nails made from same metal as flashing.
 3. Electroplated roofing nails will not be permitted.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking or metal clips and that installation is within flatness tolerances.
 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored; and that provisions have been made for flashings and penetrations through asphalt shingles.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.02 UNDERLAYMENT INSTALLATION

- A. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.
- B. Install Felt Underlayments in the following sequence:

1. Install a single slip sheet layer of Underlayment (felt or synthetic) directly to the wood deck over the entire roof, fastened with roofing nails.
 2. Install Self Adhering Sheet Underlayment over the underlayment over the entire roof.
- C. Synthetic Underlayment: Install on roof deck parallel with and starting at the eaves. Lap sides and ends and treat laps as recommended in writing by manufacturer. Stagger end laps between succeeding courses at interval recommended in writing by manufacturer. Fasten according to manufacturer's written instructions. Cover underlayment within period recommended in writing by manufacturer.
- D. Self-Adhering Sheet Underlayment: Install, wrinkle free, on roof deck. Comply with low-temperature installation restrictions of underlayment manufacturer if applicable. Install lapped in direction that sheds water. Lap sides not less than 3-1/2 inches. Lap ends not less than 6 inches staggered 24 inches between courses. Roll laps with roller. Cover underlayment within seven days.

3.03 METAL FLASHING INSTALLATION

- A. Install metal flashings according to recommendations in ARMA's "Residential Asphalt Roofing Manual" and NRCA's "NRCA Guidelines for Asphalt Shingle Roof Systems." Refer to Section 07 62 00.

3.04 ASPHALT-SHINGLE INSTALLATION

- A. General: Hand-nail all asphalt shingles. Powered nail gun installation methods shall not be permitted.
- B. Install starter strip along lowest roof edge, consisting of an asphalt-shingle strip with self-sealing strip face up at roof edge.
1. Extend asphalt shingles 1/2 inch over fasciae at eaves and rakes.
 2. Install starter strip along rake edge.
- C. Install first and remaining courses of asphalt shingles stair-stepping diagonally across roof deck with manufacturer's recommended offset pattern at succeeding courses, maintaining uniform exposure.
- D. Fasten asphalt-shingle strips with a minimum of six roofing nails located according to manufacturer's written instructions.
1. When ambient temperature during installation is below 50 deg F, seal asphalt shingles with asphalt roofing cement spots.
 2. Staples are not permitted.
- E. Hip and Ridge Shingles: Maintain same exposure of cap shingles as roofing shingle exposure. Lap cap shingles at ridges to shed water away from direction of prevailing winds. Fasten with roofing nails of sufficient length to penetrate sheathing.

END OF SECTION 07 31 13 – ASPHALT SHINGLES

SECTION 07 32 00 – CLAY ROOF TILE

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope of Work, Base Bid:

1. Carefully remove, clean and reinstall all existing, unbroken clay roof tiles. Provide new field, hip ridge and hip starter tiles for all four corner turrets with an additional slot hole for a wind nose clip. Provide for complete replacement of broken tiles in the base bid by reusing the salvaged tiles from the corner turrets. Reproduce each type of tile profile, matching the existing tiles in every respect except age. Provide stainless steel wind nose clips and secondary anchor wires at turret hip ridge tiles and cut field tiles with only a single hole due to field condition cuts.
2. Work includes but is not limited to:
 - a. Removal of existing roof system(s) down to decking.
 - b. Cleaning (soap and water) and temporary storage of existing tiles on site.
 - c. Repair and/or replacement of any damaged deck surface.
 - d. Fasteners.
 - e. Underlayment.
 - f. Reinstallation of existing tiles and replacement of broken tiles.
 - g. Flashings and Counterflashings.

B. Related work specified elsewhere:

1. Section 06 10 00 - Rough Carpentry.
2. Section 07 60 00 - Flashing & Sheet Metal.
3. Section 07 90 00 - Sealants.

1.02 REFERENCES

- A. ASTM B 370 - Standard Specification for Copper Sheet and Strip for Building Construction.
- B. ASTM B 749 - Standard Specification for Lead and Lead Alloy Strip, Sheet, and Plate Products.
- C. ASTM C 67 - Standard Test Methods of Sampling and Testing Brick and Structural Clay Tile.
- D. ASTM C 387 - Standard Specification for Packaged, Dry, Combined Materials for Mortar and Concrete.
- E. ASTM C 887 - Standard Specification for Packaged, Dry, Combined Materials for Surface Bonding Mortar.
- F. ASTM C 920 - Standard Specification for Elastomeric Sealants.
- G. ASTM C 1167 - Standard Specification for Clay Roof Tiles.
- H. ASTM D 226 - Standard Specification for Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.

- I. ASTM D 1970 - Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials Used as Steep Roofing Underlayment for Ice Dam Protection.
- J. ASTM D 4586 - Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- K. SMACNA Architectural Sheet Metal Manual; Sheet Metal and Air Conditioning Contractors' National Association, Inc.

1.03 **SUBMITTALS**

- A. Submit under provisions of Section 01 30 00.
- B. Product Data: Manufacturer's descriptive literature for products specified in this section.
- C. Shop Drawings: Indicate the following:
 - 1. Clay roof tile:
 - a. Exposure pattern.
 - b. Locations and configurations of special shapes.
 - c. Locations and configuration of each type roof flashing.
 - 2. Fabricated sheet metal items:
 - a. Dimensioned profiles.
 - b. Locations and extent of each item; include joint locations.
 - c. Jointing methods and materials.
 - d. Provisions for prevention of electrolytic action between dissimilar materials.
 - e. Interface with adjacent construction.
- D. Selection Samples: Two sets of color charts or samples representing manufacturer's full range of available colors.
- E. Verification Samples: Three full-size tile samples of each type clay tile specified, representing actual color and finish of products to be installed.
- F. Manufacturer's printed installation instructions for each product, including product storage requirements.
- G. Manufacturer's written confirmation that the proposed field tile assembly has been tested to withstand the aerodynamic uplift moments (Ma) corresponding with the design wind pressures indicated on the drawings. Include supporting test results.
- H. Closeout Submittals: Warranty documents, issued and executed by tile manufacturer, countersigned by Contractor.

1.04 **QUALITY ASSURANCE**

- A. Installer Qualifications: Company specializing in installing roofing of the type specified in this section, with not fewer than three years of documented experience.
- B. Clay roof tile manufacturer shall have current ISO 9000 certification.
- C. Mock-Up:
 - 1. Construct mock-up using materials specified in this section.
 - 2. Construct mock-up as directed, at location indicated or directed.
 - 3. Obtain Architect's acceptance of mock-up before beginning construction activities

of this section; accepted mock-up will be standard by which completed work of this section is judged.

4. Pull-out testing of fasteners.
5. Accepted mock-up may remain as part of Work.

D. Pre-Installation Meeting:

1. Convene at job site seven (7) calendar days prior to scheduled beginning of construction activities of this section to review requirements of this section.
2. Require attendance by representatives of the following:
 - a. Installer of this section.
 - b. Other entities directly affecting, or affected by, construction activities of this section.
3. Notify Architect four (4) calendar days in advance of scheduled meeting date.

1.05 **DELIVERY, STORAGE AND HANDLING**

- A. Store products of this section in manufacturer's unopened packaging until installation.
- B. Maintain storage area conditions for products of this section in accordance with manufacturer's instructions until installation.

1.06 **WARRANTY**

A. Product Warranty:

1. The clay roof tile manufacturer shall provide a 75-year warranty guaranteeing material integrity and color fastness for roof tile. The manufacturer's warranty obligation shall run directly to the owner.

B. Contractor Guarantee:

1. The Contractor warrants the products and workmanship of this and all other related sections of the Project Manual, as installed, to be in accordance with the Contract Documents and free from faults and defects in materials and workmanship for a minimum period of two years.
2. Roofing Contractor's Guarantee effective date shall be from Date of Substantial Completion. In the event any work related to roofing, flashings, or metalwork is found to be defective or otherwise not in accordance with the contract documents within three years of substantial completion, the roofing contractor shall remove and replace at no cost to the owner. The contractor's warranty obligation shall run directly to the owner.

1.07 **EXTRA MATERIALS**

- A. Provide for complete replacement of broken clay roof tiles in the base bid by reproducing and installing 5 percent of each type of tile profile, matching the existing tiles in every respect except age.

PART 2 PRODUCTS

2.01 **MANUFACTURERS**

- A. Tile Manufacturer: Ludowici Roof Tile; P.O. Box 69, 4757 Tile Plant Road, New Lexington, OH 43764. Tel: (800) 945-8453. Email: info@ludowici.com. www.ludowici.com.

- B. Unless otherwise specified for an individual product or material, supply all products specified in this section from the same manufacturer.

2.02 **CLAY ROOF TILE**

- A. Clay Roof Tile - General: Incombustible, vitrified tile manufactured from shale and fire clays, having less than 2.0 percent moisture absorption when tested in accordance with ASTM C 67, and meeting Grade 1 freeze/thaw resistance requirements when tested in accordance with ASTM C 1167.
1. Color to match existing tiles.
 2. Tiles For Turret Roofs: Roof tiles to have pre-drilled third hole on barrel of tile to provide for wind clips to be installed.
- B. Profile Interlocking Clay Roof Tile Type I:
1. Acceptable product: Match existing.
 - a. Profile: Ludowici's Conosera
 - b. Nominal size: 10.0 inches wide by 16.25 inches long.
 - c. Average exposure: 9.125 inches wide by 13.375 long.
 2. Accessory tile pieces required:
 - a. Hip tile
 - b. Cut hip tile
 - c. Hip starter tile
 - d. Ridge tile
 - e. Long eave tile
 - f. Short eave tile
 - g. Open valley tile
 - h. Short top tile
 - i. Long top tile
 - j. Top fixture tile

2.03 **ACCESSORY MATERIALS**

- A. Underlayment: 2 layers of 30 lbs/sq ASTM D 2626, Type II asphalt-saturated organic felt.
- B. Self-Adhered Underlayment: SBS Modified bitumen, maximum service temperature 240 degrees Fahrenheit.
- C. Wood Battens: S4S, maximum 15 percent moisture content, nominal 1 inch (25 mm) thick, of height required to support tile.
- D. Flashing: 6 lbs/sq ft, ASTM B 749 lead sheet.
- E. Tile Fasteners: Corrosion-resistant; types and sizes specified in manufacturer's instructions for indicated uses and conditions, including specified wind loads, as validated by aerodynamic uplift moment tests.
1. B.O.D.: Tyle-Tie Wind Lock stainless steel Nose Clips by Storm-Lock Tile Fasteners and associated stainless steel wire secondary wire attachment with approved anchors.
 - a. Nose clips and associated wires to be provided by Contractor per Manufacturer's specifications.

- F. Copper: 20 oz/sq ft, ASTM B370 "clear" copper sheet.
- G. Roof Cement: Asphalt roof cement conforming to ASTM D 4586, Type I or II.
- H. Sealant Used In lieu of Flashing Cement: ASTM C 920 silicone; provide one of the following:
 - 1. Dow Corning 790 Silicone Building Sealant.
 - 2. GE SilProof.
- I. Miscellaneous Screws: No. 9 stainless steel, flathead Phillips or square drive, to provide not less than 3/4 inches (45 mm) embedment or as noted in the drawings.
- J. Nails for Solid Wood Deck: Corrosion resistant stainless steel; minimum 3/8 inch (9.5 mm) head diameter; ring shank of minimum 11 gage (3 mm) diameter and length sufficient to penetrate 3/4 inch (19 mm) into deck but not through the underside.
- K. Masonry Cement: ASTM C 91, of natural color or custom color as required to produce the desired color.
 - a. Fly Ash: Comply with ASTM C593.
 - 1.) Recycled Content: Minimum 5 percent post-consumer recycled content, or minimum 20 percent pre-consumer recycled content at contractor's option.
 - a) Type M: 27 g, 5 percent; 108 g 20 percent.

2.04 **FLASHING FABRICATION**

- A. Form flashing to profiles indicated on drawings and as required to protect roofing materials from physical damage and shed water and in accordance with manufacturer's instructions for indicated project conditions.
- B. Form sections square and accurate in profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.
- C. Fabrication of other indicated sheet metal items is specified in Section 07 60 00.

PART 3 EXECUTION

3.01 **EXAMINATION**

- A. Verify that roofing penetrations and plumbing stacks are in place and properly flashed to deck surface.
- B. Verify that roof openings are correctly framed.
- C. Verify that deck surfaces are dry and free of ridges, warps, and voids.
- D. Verify the existence of the 2nd hole in the existing hip starter tiles.
- E. Salvage existing tile from the corner turrets to be reused as field tile spares on the other roofs.

3.02 **PREPARATION**

- A. Comply with tile manufacturer's recommendations on preparation of acceptable roof deck.
- B. Broom clean deck surfaces prior to installation of underlayment.
- C. Testing Pull Out Resistance of Fasteners by Contractor: Before commencing with the roofing work, in the presence of the Director's Representative, conduct fastener pull out tests to determine if the pull-out values meet the requirements of the Contract Documents and the membrane manufacturer.
 - 1. Conduct the tests at representative locations and/or where selected by the Director's Representative as follows:
 - a. Phase 1: 3 tests.
 - 2. Patch holes at the test locations.
 - 3. Do not proceed with the roofing work if the pull-out resistance of the fasteners is less than specified in this Section.

3.03 **ACCESSORY INSTALLATION**

- A. Flashings, General:
 - 1. Install flashing at all locations where roof intersects other roofs, sidewall or parapet walls, chimneys, ventilators, and similar projections, and at gable ends if applicable.
- B. Valley Flashings:
 - 1. Install minimum 24 inch (610 mm) wide flashing over full-width waterproofing membrane material; fasten metal to deck with cleats.
 - 2. Overlap end joints minimum 5 inches (127 mm); do not solder joints.
- C. Intersections of Roof Surfaces and Abutting Vertical Surfaces:
 - 1. Install continuous 12 inch (304 mm) wide strips of waterproof, self-adhered, modified bitumen membrane material to extend 9 inches (228 mm) across roof deck and 3 inches (76 mm) up vertical surface.
 - 2. Install continuous metal flashing to extend 3 inches (76 mm) up vertical surface.
 - 3. At locations where vertical surface will abut top edge of tile, install metal flashing to extend 3 inches (76 mm) up vertical surface, form metal flashing to extend minimum 3 inches (76 mm) over tile, and form 1/2 inch (12 mm) return hem at edge of metal.
 - 4. Form saddle flashings for protrusions through roof in accordance with manufacturer's instructions.
- D. Fabricated Sheet Metal Items: Install in accordance with shop drawings and SMACNA ASMM. Refer to Section 07 60 00.
- E. Cant Strip: Install nominal 1 inch by 2 inches by 48 inches (25 mm by 50 mm by 1220 mm) pressure-treated wood cant strips directly over underlayment at eaves, spacing 1 inch (25 mm) apart for drainage.
- F. Nailers: Install nominal 1 inch by 2 inches by 48 inches (25 mm by 50 mm by 1220 mm) pressure-treated wood nailers as detailed at ridge and hips, directly over underlayment. Protect with additional layer of self adhered modified bitumen before installing hip and

ridge accessory. Include cleated copper flashings at hips as detailed, overlap end joints minimum 5 inches (127 mm); do not solder joints.

3.04 **TILE INSTALLATION**

- A. Install tile roofing in strict conformance with manufacturer's instructions. Overhang of tile at eaves shall be as depicted on drawings, not less than 3/4 inch (19 mm) and not more than 2 inches (51 mm).
 - 1. Install tiles by installing nose clips into their own dedicated holes and to install stainless steel twisted wire from the hole with the nose wind clip to the anchor at the next batten uphill and into existing holes in wood battens.
- B. Install first course over cant strip, with overhang.
 - 1. Do not drive fasteners tightly against tiles, to reduce risk of breakage and to allow natural deck movement.
 - 2. Allow tile to "hang" on its fasteners.
 - 3. Provide 3/4 inch (19 mm) to 2 inches (51 mm) overhang, permitting proper flow into gutters.
- C. Install each subsequent course with maximum exposure in each course of 13.375 inches. Wet cut tile at hips and valleys, using masonry saw with diamond blade.
- D. At hip and ridge, install bead of adhesive at butt end of each tile, located so it is completely concealed. Install sealant as required at hip and ridge accessories to achieve watertight installation.

3.05 **PROTECTION**

- A. Do not permit traffic over finished roof surface unless absolutely necessary.
- B. Minimize traffic over finished roof surface. If necessary, wear soft-soled shoes and walk on the "butt" of the tile in order to avoid breakage.
- C. Replace tile broken due to improper protection or traffic control.

END OF SECTION 07 32 00 – CLAY ROOF TILE

SECTION 07 60 00 - FLASHING & SHEET METAL

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope of Work:

The work of this section includes all labor, materials, plant, tools, equipment, trucking, insurance and all related items to furnish and install all work of this section as shown by the drawings and specifications.

1. Counter Flashings & Cornice Liners.
2. Pipe/Vent/Stack Flashings.
3. Valley Flashings.

Note: To be included in the Roof Manufacturer's NDL Full System Warranty.

B. Related work specified elsewhere

1. Section 06 10 00 - Rough Carpentry.
2. Section 07 32 00 – Roof Tile
3. Section 07 90 00 - Sealants.

1.02 QUALITY ASSURANCE

A. Reference Standards: The standards of quality for the design and fabrication of sheet metal shall be as described in the following:

1. Aluminum Association's Publication "Aluminum Construction Manual".
2. Architectural Sheet Metal Manual (SMACNA).
3. Copper Development Association's "Contemporary Copper handbook".
4. Stainless Steel Data Manual, Published by Committee of Stainless Steel Producers, American Iron and Steel Institute.

1.03 SUBMITTALS

A. All Shop Drawings: Submit full size fabrication drawings showing method of anchoring, types and sizes and spacing of fasteners, finish and shop coats of protective sealers, locations and details of joint required for thermal movement.

B. Samples:

1. Submit sample for approval of each profile, with gauge and finish proposed.
2. Typical corner unit.

C. Guarantee: Submit manufacturer's 20 year color guarantee.

1.04 PRODUCT HANDLING

A. Sheet metal and fabricated work, handled carefully to prevent damage to surfaces, edges and ends.

1. Store above ground in dry location and protect from damage.
2. Damaged items will be rejected, removed from project and replaced at no cost to

- the Owner.
3. Existing copper to be reused shall be removed with the least amount of damage as possible and stored in dry location and protect from damage.

1.05 **JOB CONDITIONS**

- A. Coordinate sheet metal work with other work to insure delivery to project of built-in items and materials in sufficient time to avoid delays.
1. Provide sufficient information to others of locations of blocking, nailers and backing required for sheet metal work. Provide templates where necessary.

1.06 **GUARANTEE**

- A. Prefinished color coated metals shall be manufacturer guaranteed in writing for a 20 year life.

PART 2 PRODUCTS

2.01 **COPPER SHEET METAL**

- A. Sheet Materials
1. Copper ASTM B370, soft temper; 20 oz/sq. ft., minimum weight, natural finish for all copper work unless noted otherwise.
 2. All copings and other metal flashings exposed which cover stone or concrete work shall be fabricated from 16 oz. zinc coated copper (equal to "Freedom Gray" by Revere Copper & Brass Co.)
- B. Hold Downs: Same copper sheet and thickness as sheet being applied, in 8' lengths.
- C. Nails: Hard copper, brass or bronze, flat head barbed, wire slanting, not less than No. 12 Stubbs gauge and of length sufficient to penetrate roof blocking not less than 3/4" for blocking 1" thick and proportionately longer for thicker blocking.
- D. Solder: Shall be composed of one-half pig lead and one-half block tin (new metals) and shall conform to requirements for Class A, Grade 1 solder, ASTM Specification B-32-49, except that the tin content shall be not less than 60% for soldering lead coated copper.
- E. Flux: Shall consist of muriatic acid cut with zinc or an approved brand of soldering paste shall be used. Acid flux shall be thoroughly washed off after soldering has been completed.

2.02 **LEAD FLASHING**

- A. As depicted on drawings: Six pounds per square foot lead sheet.

2.03 **ACCESSORIES**

- A. Fasteners: Metal to match the metal being fastened (copper or stainless steel only for copper) use soft neoprene washers at exposed fasteners, where required. Finish of exposed fasteners shall be the same color as metal.
1. Pop rivets may not be used.
- B. Metal Primer: asphaltic type where it is required for embedment in roofing cements or isolation

of dissimilar metals.

- C. Plastic Cement: FS SS-C-153, Type I asphaltic –based cement. Must not contain asbestos.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect all surfaces to receive sheet metal. Starting of sheet metal work constitutes acceptance of backing.
1. Backing, blocking, nailers installed straight, true to line, plumb, level. Surfaces sound, smooth, even, clean, dry, free from defects that would adversely affect sheet metal installation.
 2. Before fabrication, take field measurements to verify slopes and dimensions of surfaces to be covered.

3.02 FABRICATION

- A. Brake form all shapes. Form drip edge at 45 deg. minimum and double back drip.
- B. Shop prefabricate interior and exterior corners for linear details, all full flanges, miter and braze and solder watertight, minimum length 18" x 18" maximum length 36" x 36".
- C. Pipe Flashing: Lead, as depicted on drawings.
- D. Counterflashings: Copper, as depicted on drawings.
- E. Cornice Liners: Copper, flat lock soldered, as depicted on drawings.

3.03 PROTECTIVE COATING

- A. Sheet metal members abutting or membering on or into adjacent dissimilar material, isolate as required to minimize possibility of galvanic action.
1. Paint metal in contact with bituminous roofing materials prior to installation with one coat of bituminous paint.

3.04 INSTALLATION

- A. General:
1. Existing copper to be reused shall be removed with the least amount of damage possible and seams shall be sweated, cleaned and prepared for reuse.
 2. Install sheet metal with edges, arises and angles sharp and true to line, plane surfaces free from wave, warp and buckle.
 3. Finish work free from water leakage under all weather conditions.
 4. Provide all accessories required to complete the installation, of same metal as item to which applied, of gauge or thickness conforming to industry standards unless indicated otherwise.
 5. Fastening concealed unless detailed otherwise.
 6. Nails flat head, of length to penetrate backing minimum $\frac{3}{4}$ " spaced maximum 6" on center except where detailed otherwise.

END OF SECTION 07 60 00 - FLASHING & SHEET METAL

SECTION 07 90 00 - SEALANTS

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope of Work:

1. The work of this section includes all labor, material, plant, tools, equipment, trucking, insurance and all related items to furnish and install all work of this section as shown by the drawings and specifications.
Provide caulking and sealants at all openings and penetrations as indicated and specified to provide a weather-tight structure for all new construction. Caulk around door frames, transom panels, control joints, expansion joints, louvers, cap flashings, gravel stops, copings and counter flashings with approved sealant.
2. The following items are specifically included without limiting the generality implied by these specifications:
 - a. Caulk with sealing compound:
 - 1) Joints under hip tiles and where indicated on the drawings.

B. Related work specified elsewhere:

1. Section 07 32 00 – Clay Roof Tile.
2. Section 07 60 00 - Flashing & Sheet Metal.

1.02 QUALITY ASSURANCE

- A. Use only qualified workmen thoroughly skilled and especially trained in the techniques of caulking, who can demonstrate their ability to fill joints solidly and neatly.
- B. Mixing and application of sealing compound shall be in strict accordance with the manufacturer's printed directions. Initial mixing and application shall be under the direct supervision of the manufacturer's representative.

1.03 SUBMITTALS

A. Samples:

1. Submit samples for color selection for each type sealant.
2. Pieces of backing material 6" long of each type.

B. Product Data:

1. Manufacturer's specifications, recommendations and installations for sealant, backing and associated materials.
2. Manufacturer's published data, Letter of Certification or Certified Test Laboratory Report that each material complies with requirements and is intended for application indicated.

1.04 DELIVERY, STORAGE AND HANDLING

- A. Deliver caulking and sealing compounds to the job in unbroken, sealed containers bearing

the manufacturer's mixing directions. Store materials in sealed containers in a dry protected area above the ground or floor in an area maintained at (plus or minus) 70°F.

- B. Protect caulking materials before, during and after installation. Protect the installed work of other trades during installation.
- C. Do not use caulking materials that have been stored for a period of time exceeding the maximum recommended shelf life of the materials.

1.05 **CERTIFICATES AND GUARANTEE**

- A. The Contractor shall furnish, in duplicate, to the Architect and before work is started, an affidavit or certificate of compliance from the manufacturer of the materials proposed for use stating that the material meets the standards and requirements specified.
- B. Provide manufacturer's standard guarantee.
- C. Upon completion of the work the Contractor shall furnish to the Architect a written guarantee that all joints will remain full and will be watertight for a period of two (2) years from completion and acceptance of the contract work.

1.06 **JOB CONDITIONS**

- A. No exterior caulking shall be applied when the air temperature is under 40°F.

PART 2 PRODUCTS

2.01 **NON-TRAFFIC BEARING SEALANT: (Urethane)**

- A. Two parts Elastomeric Sealant meeting U.S. Federal Spec. No. TT-S-00227E, Type II, Class A.
- B. Uses:
 - 1. At all exterior locations where caulking is intended to provide a water-tight seal.

2.02 **TAPE SPACERS**

- A. 1/8" polybutene tape, install where aluminum meets ferrous metal or masonry.

2.03 **PRIMER**

- A. Primer, solvents, and cleaners, non-staining, of type proven by tests to be compatible with the compound or sealant used. The brand used shall be as recommended by the manufacturer of the compound or sealant. The manufacturer's recommendations shall be followed in handling, storing, and curing.

2.04 **CLEANER**

- A. As recommended by sealant manufacturer.

2.05 **SEALANT COLOR**

- A. Approximate color of adjoining material unless otherwise indicated.

2.06 **PRE-COMPRESSED FOAM TAPE SEALANT**

- A. Self-expanding polyurethane foam joint sealant composed of polyester polyurethane foam impregnated with neoprene rubber suspended in a water based emulsion, "Willseal", as manufactured by Illbrock, Inc., Minneapolis, MN, 55412, 612-521-3555.

PART 3 EXECUTION

3.01 **PREPARATION OF SURFACES**

- A. Primer

Thoroughly clean joints and apply primer prior to application of joint backing, bond breaker or sealants.

1. Protective coatings such as lacquers, rust-preventing coatings, oil or wax film, etc. must be removed from all metal surfaces, and solvents wiped dry.
2. Brick, concrete block, concrete, mortar joints, etc., shall be brushed clean and all loose particles removed. Joints in the above surfaces shall be primed as recommended by the manufacturer of the sealing compound or sealant used, and allowed to become dry before application.

- B. Type of Joint

All joints to receive sealing compound shall be as indicated on the drawings. Prior to application inspect all joints and report all defects to the Architect. Starting of sealing constitutes acceptance of joints to be sealed.

1. Joint shall be a minimum of ¼" wide by ¼" deep unless shown or specified otherwise.
2. Depth of joint equal to width up to ½" wide.
3. Joints ½" to 1" wide, ½" in depth, if deeper install joint backing material to within ½" of face of adjoining surfaces.

- C. All joints improperly caulked or failing shall be completely cleaned and re-caulked.

1. Failure shall be considered as: leakage, hardening, cracking, crumbling, shrinking, running or sagging of compound, staining of adjacent surfaces, or any condition not characteristic of the compound use.

3.02 **INSTALLATION**

- A. Sealant Application

Apply sealant in accordance with manufacturer's application manual and instruction, using hand guns or pressure equipment, with proper nozzle size, on clean, dry, properly prepared substrates. Force sealant into joint and against sides of joint to make uniform. Avoid pulling of the sealant from the sides. Fill sealant space completely with sealant.

- B. Where an irregular surface or sensitive joint border exists, the applicator shall apply masking tape at the edge of the joint to insure joint neatness and protection. Tape to be removed after sealant is applied.

3.03 **CLEANING**

- A. Clean of excess compound or smears immediately to the satisfaction of the Architect with cleaning material recommended by the manufacturer of the compound. Leave all work neat and clean.

END OF SECTION 07 90 00 - SEALANTS

SECTION 09 91 13 – EXTERIOR PAINTING

PART 1 GENERAL

1.01 DESCRIPTION

A. Scope of Work:

The work of this section includes all labor, material, plant, tools, equipment, trucking, insurance and all related items to furnish and install all work of this section as shown by the drawings and specifications.

B. The following items are specifically included without limiting the generality implied by these specifications:

1. The following specifications cover the complete painting and finishing of exterior galvanized metal snow guards except as otherwise specified:
 - a. Where painting is called for, three coats of finish are required over all newly patched areas and adjacent existing work.
2. Inspect the work of others prior to the application of any paint or finishing materials. If any surface to be finished cannot be put in proper condition for finishing by customary cleaning or sanding, immediately notify the General Contractor and/or Architect in writing; or assume responsibility for and rectify any unsatisfactory finish resulting.
3. Protect the work at all time, but also protect all adjacent work and materials by suitably covering or other method during progress of work. Remove from the premises all rubbish and accumulated materials of whatever nature not caused by other trades and shall leave the work in clean, orderly and acceptable condition.
4. Examine the specifications for the various other trades and become thoroughly familiar with all their provisions regarding the painting. All surfaces that are left unfinished by the requirements of other specifications shall be painted or finished as part of this contract in areas scheduled to be painted.

C. Description of Work:

1. The painting and finishing of exterior galvanized metal snow guards.
 - a. All new work shall be done with coatings that are "OTC-Compliant" (Ozone Transportation Commission).

1.02 QUALITY ASSURANCE

- A. Acceptable Manufacturers: Except as otherwise noted, products specified are those of Benjamin Moore, Pratt & Lambert, and Sherwin Williams. Use of equal quality and type products manufactured by the other manufacturers will be considered only after submittal of a substitute paint systems listing all surfaces and proposed coating system to be applied. Manufacturer's current literature on each product giving the name, generic type, descriptive information, solids by volume and recommended dry mil film thickness must also be submitted. No request for substitution shall be considered that would decrease dry mil

film thickness or offer a change in the generic type of coating specified.

B. Quality Control

1. All materials used on the work shall be exactly as hereinafter specified in brand and quality (only "First Line" or "Best Grade" products as listed in a published price list and regularly produced by the approved paint manufacturer will be permitted on the project site.) No claim as to the unsuitability or unavailability of any material specified, or unwillingness to use same, or inability to produce first class work with same, will be entertained unless such claims are made in writing and submitted with the bid.
2. Materials used for coating systems for each type surface shall be the product of a single manufacturer.
3. All materials shall be used only as specified by the manufacturer's direction of a single manufacturer.
4. The bid shall be based on the use of the goods of the specific brand, quality and color, as hereinafter specified under typical finishes for exterior work.
5. All colors and finishes shall be selected and approved by the Owners Project Representative. The number of colors to be used on the project shall be determined by the Owner's Project Representative. Panels for finish and color shall be prepared by the painting sub-Contractor in advance, with the materials as specified, for the approval of the Owner's Project Representative and Architect. .

1.03 SUBMITTALS

- A. Product Data: Manufacturer's product literature. Include a statement as to the percentage of solids by volume. In addition to actual material data, submit material for manufacturer's directions and recommendations as to environmental conditions, surface preparation, priming, mixing, reduction, spreading rate, application and storage.
- B. Samples: Submit samples as requested for color selection.

1.04 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. All paints, enamels, paste fillers, and similar materials must be delivered in the original containers, with the seals unbroken and labels intact.
- B. Materials used on the job shall be stored in a single place designated by the Owner's representative. Such storage place shall be kept neat and clean and all damage thereto or its surroundings shall be made good. Any soiled or used rags, waste, etc., must be removed from the building at the close of each day's work and every precaution taken to avoid the danger of fire. Containers are to be kept closed when not in use.

1.05 ENVIRONMENTAL REQUIREMENTS

- A. Apply interior coating utilizing continuous ventilation and heating facilities to maintain surface and ambient temperatures above 45 degree F. for 24-hours before, during and 48 hours after application of finishes, unless required otherwise by manufacturer's instructions.

- B. Provide lighting level of 50 ft. candles measured mid-height at substrate surface.
- C. Lead is present in existing paint systems Reference OSHA 29 CFR 1926-62 "Employee Construction Workers Exposed to Lead".

1.06 JOB CONDITIONS

- A. Protect the work at all time, and also protect all the adjacent work and materials by suitably covering or other method during progress of his work. Upon completion of the work, remove all paint spots from the floor, glass surfaces, etc.

PART 2 PRODUCTS

2.01 COLORS

- A. Colors: Will be selected by the Owner's Project Representative prior to commencement of the painting operation from the manufacturer's standard color charts.

2.02 PAINT

- A. Paint: See Schedule 3.06 for typical finish types.
- B. All coatings shall be "OTC-Compliant" (Ozone Transportation Commission).

2.03 MISCELLANEOUS MATERIALS

- A. Turpentine: FS-TT-T-801.
- B. Mineral Spirits: FS-TT-T-291.

PART 3 EXECUTION

3.01 INSPECTION

- A. Inspect the work of others prior to the application of any paint or finishing materials. Floors and entire spaces where painting is to commence shall be free of dust and debris, vacuumed and floor wet mopped. If any surfaces to be finished cannot be put in proper condition for finishing by customary cleaning, sanding and puttying operations, immediately notify the contractor and/or Architect, in writing, or assume responsibility for and rectify any unsatisfactory finish results.
- B. Beginning of installation means acceptance of substrate.

3.02 PREPARATION

- A. Review color schedules for rooms before applying any paint or finish. All priming coats and undercoats shall be tinted to the approximate shade of the final coat to assure uniformity of the color in the finish.
- B. Correct minor defects and clean surfaces which affect work of the Section.

- C. Impervious Surfaces: Remove mildew by scrubbing with solution of tri-sodium phosphate and bleach. Rinse with clean water and allow surface to dry.
- D. Galvanized Surfaces: Remove surface contamination and oils and wash with solvent. Apply coat of etching primer.
- E. Uncoated Steel and Iron Surfaces: Remove grease, scale, dirt, and rust. Where heavy coatings of scale are evident, remove by wire brushing or sandblasting; clean by washing with solvent. Apply a treatment of phosphoric acid solution, ensuring weld joints, bolts, and nuts are similarly cleaned. Spot prime paint after repairs.
- F. Shop Primed Steel Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Prime metal items including shop primed items.

3.03 PROTECTION

- A. Protect elements surrounding the work of this Section from damage or disfiguration.
- B. Repair damage to other surfaces caused by work of the Section.
- C. Furnish drop cloths, shields, and protective methods to prevent spray or droppings from disfiguring other surfaces.
- D. Remove empty paint containers from site.

3.04 APPLICATION

- A. Each coat of paint or shall be approved by the Owner's Project Representative before succeeding coat is applied. Final coats shall be approved by the Architect before application after review of job mock-ups for each color to be used on the project.
- B. Apply products in accordance with manufacturer's instructions, unless otherwise specified. Apply under adequate illumination, evenly spread and smoothly flowed on without runs or sags.
- C. Do not apply finishes to surfaces that are not dry.
- D. Apply each coat uniformly at the minimum wet film rate furnished by the manufacturer of paint, stain or coating.
- E. Sand lightly between coats to achieve required finish.
- F. Allow applied coat to thoroughly dry before next coat is applied.
- G. Final coat of paint or coating must have visual evidence of solid hiding and uniform appearance. Stain shall be applied uniformly.

3.05 CLEANING AND TOUCH-UP

- A. As Work proceeds, promptly remove paint where spilled, splashed or spattered.
- B. During progress of Work maintain premises free of unnecessary accumulation of tools, equipment, surplus materials, and debris.
- C. Collect cotton waste, cloths, and material which may constitute a fire hazard, place in closed metal containers and remove daily from site.
- D. Spot painting to correct soiled or damaged paint surfaces will be allowed only when touch up spot is blended into surrounding finish and is invisible to normal viewing. Otherwise, re-coat entire section to corners or visible stopping point. Touch up should be accomplished by same method used in applying the original coating: when sprayed, touch up with spray; if brushed, use a brush for touch up; and if rolled, use same texture roller cover as used on the original painting.

3.06 SCHEDULE

- A. Exterior Finishes
 - 1. Listed below are typical OTC-Compliant finishes for painted exterior materials, giving the method of finishing and names of acceptable manufacturer's products. The products listed are an indication of the standard of quality required.
 - 2. Metal Finish (galvanized metal)
 - 1 coat primer Sherwin-Williams Pro-Industrial Pro-Cryl Universal Primer (B66-310 Series) at 2.0 – 4.0 mils dry film thickness
ICI - Ultra-Hide Aquacrylic Gripper #3210-1200
Pratt & Lambert "Effecto Rust Inhibiting Primer"
 - 2 coats acrylic enamel ICI - Devguard Alkyd Industrial Enamel #4308
Pratt & Lambert "Effecto Enamel"
Sherwin-Williams Sher-Cryl HPA High Performance Acrylic Gloss (B66-300 Series) at 2.5 – 4.0 mils dry film thickness.

SYSTEMS NOTE:

On previously painted surfaces or factory primed surfaces, the first coat (prime coat) may be eliminated. All bare or patched areas must be spot primed.

END OF SECTION 09 91 13 - PAINTING



June 10, 2022

Kathleen Engstom
Bell & Spina Architects
1160C Pittsford-Victor Road
Rochester, New York 14534

**Re: Pre-Renovation Asbestos-Containing Materials, Lead-Based Paint and Exterior PCB-Containing Materials Inspection Report
SUNY Erie City Campus 2021 Ellicott Street Building Clay Tile Roof Reconstruction
121 Ellicott Street
Buffalo, New York 14203
Project No. 2019-955-02
SET No. 4024**

Dear Ms. Engstom:

Enclosed please find a copy of the Asbestos-Containing Materials, Lead-Based Paint and Exterior PCB-Containing Materials Inspection Report for the SUNY Erie City Campus 2021 Ellicott Street Building Clay Tile Roof Reconstruction, located at 121 Ellicott Street in Buffalo, New York. Should you have any questions please do not hesitate to contact our office at 716.332.3134. Thank you for the opportunity to be of service to Bell & Spina Architects.

Sincerely,

A handwritten signature in black ink, appearing to read "SF", with a stylized flourish extending to the right.

Sean Fitzgerald
Operations Manager

Enclosures



**Pre-Renovation
Asbestos-Containing Materials,
Lead-Based Paint and
Exterior PCB-Containing Materials
Inspection Report**

OF THE:

**SUNY Erie City Campus 2021 Ellicott Street Building
Clay Tile Roof Reconstruction
121 Ellicott Street
Buffalo, New York 14203
Project No. 2019-955-02
SET No. 4024**

PREPARED BY:



PREPARED FOR:

**Bell & Spina Architects
1160C Pittsford-Victor Road
Rochester, New York 14534**

CONDITIONS AS OF:

May 17, 2022

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1 Introduction

Sienna Environmental Technologies (Sienna) was retained by Bell & Spina Architects to perform an inspection of Ellicott Street Building, located at 121 Ellicott Street in Buffalo, New York, to determine the presence of asbestos-containing materials, lead-based painted/coated materials and exterior PCB-containing caulks, glazing and sealants prior to work associated with the Clay Tile Roof Reconstruction project.

The inspection was conducted on May 17, 2022.

The scope of inspection work provided is as indicated in the proposal for Inspection Services dated September 30, 2021 and includes the following:

- The project scope is removal and reinstallation of the existing clay tile roof.

Sienna was charged with conducting the following tasks for this project:

1. Conducting an asbestos inspection in accordance with all applicable regulations,
2. Performing an inspection via X-Ray Florescence (XRF) for lead in accordance with all applicable regulations and guidelines,
3. Sampling exterior caulks, glazing and sealants for PCB-containing materials in accordance with all applicable regulations and guidelines, and
4. Providing a summary report of findings.

This report is generated for the exclusive use of the client and is not designed to serve as a specification for abatement. The owner is strongly encouraged to contract with a consultant having a current Asbestos Project Designer Certificate as issued by New York State Department of Labor for the preparation of contract specifications, work plans, and/or drawings prior to requesting bids for the abatement or removal of the materials identified in this report.

2 Asbestos-Containing Materials Inspection

2.1 Methodology

All asbestos inspection work performed by Sienna Environmental Technologies was conducted in accordance with applicable regulations including New York State Department of Labor standards 12 NYCRR Part 56, National Emission Standards for Hazardous Air Pollutants (NESHAPS), the Asbestos Hazard Emergency Response Act, and Occupational Safety and Health Administration regulations. All Sienna Environmental Technologies' personnel assigned to conduct inspections have completed the Environmental Protection Agency (EPA) required training and New York State Department of Labor Division of Safety and Health certification program.

Based on the functional spaces and homogeneous areas (materials uniform in color or texture) identified by Sienna, samples of suspect materials were collected. Techniques used for sample collection were designed to minimize damage to suspected areas, reduce any potential for fiber release, and ensure the safety of the inspector and building occupants.

Samples were analyzed using Polarized Light Microscopy (PLM) in accordance with NYS DOH ELAP Item #198.1 or #198.6. For materials classified as non-friable organically bound materials (NOBs) that were analyzed as equal to or less than 1% asbestos by PLM, additional analysis was performed under Transmission Electron Microscopy (TEM) in accordance with NYS DOH ELAP Item #198.4. The results of this analysis confirmed whether or not a suspect material actually contained asbestos. The confirmed materials and all assumed materials are listed in **Section 2.3 Confirmed Asbestos-Containing Materials** and **Section 2.4 Assumed Asbestos-Containing Suspect Materials**.

Although the report is a comprehensive analysis of the asbestos inspection work performed, it would be helpful to review all applicable federal, state and local rules, laws and regulations regarding the handling and treatment of asbestos-containing materials (ACM). The following is a list of suggested reading and information sources relating to asbestos:

- New York State Department of Labor Industrial Code Rule 56
- Occupational Safety and Health Administration
- Environmental Protection Agency Rule CFR 763.86 Asbestos Hazard Emergency Response Act
- Environmental Protection Agency Rule 40 CFR, Chapter 61, Subpart M of the National Emission Standards for Hazardous Air Pollutants (NESHAPS)

2.2 Executive Summary

The asbestos inspection included identification, sampling, analysis, and quantification of suspect materials that may be disturbed by the project. By definition an Asbestos-Containing Material (ACM) is any material which contains greater than one percent ($>1\%$) asbestos. Materials which contain asbestos in measurable concentrations less than or equal to one percent ($\leq 1\%$) are reported as containing “trace” amounts.

Copies of all laboratory analysis reports and chains of custody listing locations of sample collection are located in Appendix C. Refer to floor plans located in Appendix E for specific sample location points. Refer to Appendix F for a summary of all functional spaces which were included as part of this inspection service. For explanation of inspection notes, refer to Section 2.7 for note details and specific comments.

2.3 Confirmed Asbestos-Containing Materials

All sampled materials have been analyzed by current EPA AHERA and ELAP protocols. No identified suspect materials have been confirmed to be Asbestos-Containing Materials. Refer to Section 2.4 and 2.5.

2.4 Assumed Asbestos-Containing Suspect Materials

No suspect Asbestos-Containing Materials have been assumed to be Asbestos-Containing Materials. Refer to Sections 2.3 and 2.5.

2.5 Confirmed Non-Asbestos Containing Materials

These materials were sampled and analyzed by current EPA AHERA and ELAP protocols and were proven to contain one percent asbestos or less ($\leq 1\%$).

HAN Number	Material Description	Comments
MISCELLANEOUS (600s)		
600	Black Foam Sealant	---
ROOFING (700s)		
700	Asphalt Shingle	---
701	Silver Coating Tar	---
702	Repair Tar	---
703	Clay Tile Underlayment	---

2.6 Summary Table of Asbestos-Containing Materials

All sampled materials have been analyzed by current EPA AHERA and ELAP protocols. No identified suspect materials have been confirmed to be Asbestos-Containing Materials, and none were assumed to be ACM.

Refer to Section 2.3, 2.4 and 2.5.

3 Lead-Based Paint Inspection

3.1 Methodology

Sienna Environmental Technologies used a spectrum analyzer (Refer to Appendix D for additional information) to test painted or coated surfaces included in the scope of work. The analyzer measures the amount of lead in painted surfaces using X-Ray Fluorescence technology (XRF). The analyzer uses a radioactive source which locates lead atoms in painted surfaces and measures the concentration in milligrams per square centimeter. If necessary, paint chip samples were also collected as part of this inspection. Representative surfaces/components were tested in a manner designed to adequately represent the different components, substrates, types of paint, construction and paint history. Various federal, state and local laws, rules, regulations and guidelines may be applicable to this project as it relates to Lead-Based Paint/coatings (LBP) including but not limited to:

1. Lead-Based Paint Renovation, Repair and Painting Regulation Rule (40 CFR Part 745.8 Subpart E (EPA))
2. Lead Safe Housing Rule (HUD 24 CFR Part 35)
3. Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (US Department of Housing and Urban Development (HUD))
4. Occupational Safety and Health Administration (OSHA 29 CFR 1910 and 1926)
5. New York State Education Department (NYSED)
6. State of New York codes and laws
7. All local codes
8. All federal codes
9. US-DOT 49 CFR

The most recent edition of any relevant regulation, standard, document, or code shall be applicable to the work. Where conflict among the requirements exists, the most stringent requirements are generally applicable.

3.2 HUD/ EPA Standards

Certain HUD and EPA standards apply to “Lead-Based Paint” which is any paint or coating which contains lead at or above 1.0 mg/cm² (via XRF), or 0.5 percent by weight (paint chip). Analysis indicated that components, listed in Section 3.3, have a lead content equal to or greater than the HUD/EPA standard for Lead-Based Paint.

3.3 Summary Table of Lead-Based Painted/Coated Materials

Functional Space ID/ Description	Material Description	Approximate Quantity	Condition	Positive or Homogeneous with Shot #
600 – Upper Roof	Silver Metal Weld Bead	Throughout	Intact	5

The presence of lead in surfaces that were analyzed as less than 0.5 percent lead by weight or in measurable amounts but less than 1.0 mg/cm² is a consideration for the purposes of complying with OSHA regulations. Refer to Section 3.4 for details.

3.4 OSHA Regulations

On May 4, 1993, OSHA promulgated the Lead Exposure in Construction Rule (29 CFR Part 1926.62). This regulation applies to all construction activities involving potential lead exposures. This regulation applies when lead is present in any detectable amount and is not limited to HUD’s definition of Lead-Based Paint. Surface abrading and demolition activities may release lead from unpainted materials which contain lead such as glazed ceramic tile and porcelain, or enameled wall panels. Although these items do not meet HUD’s definition of Lead-Based Paint and need not be included in disclosure under the Lead Disclosure Rule (Refer to Section 3.5), they have been included for reference in Section 3.3 above.

3.5 Disclosure Requirements

If the subject property of this report is target housing, the owner has certain responsibilities under the Lead Disclosure Rule when the property is being sold or leased, or when a lease is being renewed with revisions. In general, lead disclosure is required in these circumstances, except that disclosure does not have to be made when the target housing is being leased if the inspection has found that it is Lead-Based Paint free.

Per 40 CFR Part 745 "Target Housing" is defined as: any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing); or any 0-bedroom dwelling.

Results of this inspection must be provided to new lessees (tenants) and prospective buyers of this property under Federal law (24 CFR part 35 and 40 CFR part 745) before they become obligated under a lease or sales contract. The complete report must be provided by the owner to prospective buyers and it must be made available to prospective tenants and to renewing tenants if they have not been provided the information previously. The Inspector's plain language summary of the report must be provided to the client (e.g., property owner or manager) when the complete report is provided. The landlord (lessor) or seller is also required to distribute an educational pamphlet approved by the U.S. Environmental Protection Agency and include the Lead Warning Statement in the lease or sale contracts to ensure that parents have the information they need to protect their children from Lead-Based Paint hazards. Complete disclosure requires the landlord/sellers and renters/buyers (and their agents) to sign and date an acknowledgement that the required information and materials were provided and received. Also, prospective buyers must be provided the opportunity to have their own Lead-Based Paint inspection, lead hazard screen or risk assessment performed before the purchase agreement is signed; the standard period is 10 days, but this period may be changed or waived by agreement between the seller and prospective buyer. EPA regulations require the inspector to keep the inspection report for at least 3 years. (See Section IV of Chapter 7 of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing for further details; see www.hud.gov/lead.)

4 PCB Inspection

4.1 Methodology

Sienna Environmental Technologies identified suspect exterior PCB-containing caulk, glazing, or other sealant on building components that are included in the scope of work.

The inspection was performed in conformance with all applicable federal, state and local rules, laws, regulations and/or guidelines. The US EPA's specified limit for PCB content/concentration is 50 ppm (parts per million) or 50 mg/kg (milligrams per kilogram) by weight.

The laboratory used for bulk sample analysis was approved by NYS ELAP and AIHA or NVLAP and performed laboratory analysis by EPA Method 8082. The laboratory results are reported in mg/Kg (milligrams per kilogram) which equates to ppm (parts per million). Copies of all laboratory analysis reports and chains of custody listing locations of sample collection are located in Appendix C.

4.2 Suspect PCB-Containing Materials

No suspect exterior PCB-containing caulking, glazing, or sealant materials were revealed during the inspection.

Appendix A

General Conditions of Inspection

1. Sienna Environmental Technologies, LLC neither accepts nor implies any liability for the implementation of the recommendations found within this report.
2. This inspection was limited to areas accessible to the inspector. Sienna Environmental Technologies, LLC neither accepts nor implies any liability for hazardous materials that may be present in other areas of the building.
3. The results of the laboratory analytical reports that may be contained herein are the product of the knowledge, experience and expertise of the laboratory retained to perform such services. Sienna Environmental Technologies neither accepts nor implies any liability for sample analysis reports compiled by others.
4. This report is based on the condition and contents present at the site on the day of the inspection. Sienna Environmental Technologies, LLC is not liable for materials, chemicals or other substances of concern that may have been removed from the site, cleaned or disposed of prior to the inspection date or subsequent to that date.
5. An inspection for Asbestos-Containing Materials, Lead-Based Paint or PCB-Containing Materials relies heavily upon identification of homogeneous areas, with subsequent sampling and laboratory analysis determined by: the quantity of surfaces identified, generally accepted inspection protocols, regulatory requirements, and the inspector's judgment. Specific sample locations are determined with the objective of selecting representative samples. As with any type of sampling, the possibility of obtaining a false positive or false negative does exist, is inherent in the sampling process, and can at times result from the uneven distribution of target analytes within the suspect material. The comprehensive inspection protocol developed and utilized by Sienna Environmental Technologies, LLC attempts to minimize the risk of a false positive or false negative result. However, the client is advised that the risk of false positives or false negatives cannot be completely eliminated.



Appendix B

Certifications and Licenses

New York State – Department of Labor

Division of Safety and Health
License and Certificate Unit
State Campus, Building 12
Albany, NY 12240

ASBESTOS HANDLING LICENSE

Sienna Environmental Technologies, LLC

350 Elmwood Avenue

Buffalo, NY 14222

FILE NUMBER: 00-1037

LICENSE NUMBER: 29432

LICENSE CLASS: RESTRICTED

DATE OF ISSUE: 02/28/2022

EXPIRATION DATE: 03/31/2023

Duly Authorized Representative – Susanne Kelley:

This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Amy Phillips, Director
For the Commissioner of Labor

United States Environmental Protection Agency

This is to certify that

Sienna Environmental Technologies, LLC

has fulfilled the requirements of the Toxic Substances Control Act (TSCA) Section 402, and has received certification to conduct lead-based paint activities pursuant to 40 CFR Part 745.226

In the Jurisdiction of:

All EPA Administered Lead-based Paint Activities Program States, Tribes and Territories

This certification is valid from the date of issuance and expires November 20, 2024

LBP-599-2

Certification #

June 15, 2021

Issued On



Michelle Price, Chief

Lead, Heavy Metals, and Inorganics Branch

STATE OF NEW YORK - DEPARTMENT OF LABOR
ASBESTOS CERTIFICATE



SEAN P FITZGERALD

CLASS(EXPIRES)

C ATEC(05/22) D INSP(05/22)

H PM (05/22) I PD (05/22)

CERT# 09-11420
DMV# 440645937

MUST BE CARRIED ON ASBESTOS PROJECTS



01213 00598826 93

EYES BRO

HAIR BRO

HGT 6' 02"

IF FOUND RETURN TO:

NYSDOL - L&C UNIT

ROOM 161A BUILDING 12

STATE OFFICE CAMPUS

ALBANY NY 12240

ThermoFisher
SCIENTIFIC

CERTIFICATE

This Certifies that

Sean Fitzgerald

Has successfully completed

Safety Training for
~ Sealed Source XRF - Radiation Safety~

Joseph R. Pastore

Supervisor Signature

1/7/2021

COMPLETION DATE

Jean Geslin

Jean Geslin, RSO
Thermo Fisher Scientific

**NEW YORK STATE DEPARTMENT OF HEALTH
WADSWORTH CENTER**



Expires 12:01 AM April 01, 2023
Issued April 01, 2022

CERTIFICATE OF APPROVAL FOR LABORATORY SERVICE

Issued in accordance with and pursuant to section 502 Public Health Law of New York State

**MR. PAUL J. MUCHA
AMERICA SCIENCE TEAM NEW YORK, INC
117 EAST 30TH ST
NEW YORK, NY 10016**

NY Lab Id No: 11480

*is hereby APPROVED as an Environmental Laboratory for the category
ENVIRONMENTAL ANALYSES SOLID AND HAZARDOUS WASTE
All approved subcategories and/or analytes are listed below:*

Miscellaneous

Asbestos in Friable Material	Item 198.1 of Manual EPA 600/M4/82/020
Asbestos in Non-Friable Material-PLM	Item 198.6 of Manual (NOB by PLM)
Asbestos in Non-Friable Material-TEM	Item 198.4 of Manual

Serial No.: 64683

Property of the New York State Department of Health. Certificates are valid only at the address shown, must be conspicuously posted, and are printed on secure paper. Continued accreditation depends on successful ongoing participation in the Program. Consumers are urged to call (518) 485-5570 to verify the laboratory's accreditation status.



Appendix C

Chains of Custody and Laboratory Reports



AmeriSci Richmond

13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: 8047631200 FAX: 8047631800

May 26, 2022

Sienna Environmental Technologies, LLC
Attn: Susanne Kelley
350 Elmwood Ave
Buffalo, NY 14222

RE: Sienna Environmental Technologies, LLC
Job Number 122051904
P.O. #4024
4024; Bell And Spina / Kathleen Engstrom; ECC City Campus / Ellicott Building - Roof

Dear Susanne Kelley:

Enclosed are the results of Asbestos Analysis - Bulk Protocol of the following Sienna Environmental Technologies, LLC samples, received at AmeriSci on Monday, May 23, 2022, for a 3 day turnaround:

05192022-4024-600-1, 05192022-4024-600-2, 05192022-4024-700-1, 05192022-4024-700-2, 05192022-4024-701-1,
05192022-4024-701-2, 05192022-4024-702-1, 05192022-4024-702-2, 05192022-4024-703-1, 05192022-4024-703-2

The 10 samples, placed in zip lock bag, were shipped to AmeriSci via Fed Ex 8170 2012 4190 B. Sienna Environmental Technologies, LLC requested ELAP PLM/TEM analysis of these samples.

The results of the analyses which were performed under NYSDOH ELAP Lab Certification # 10984 following ELAP 198.4 TEM guidelines are presented within the Summary Table of this report. The presence of matrix reduction data in the Summary Table normally indicates an NOB sample. For NOB samples the individual matrix reduction and TEM analysis results are listed in Table I. Complete PLM results for individual samples analyzed by ELAP 198.1 (friable) and ELAP 198.6 (NOB) are presented in the PLM Bulk Asbestos Report. This combined report relates ONLY to sample analysis expressed as percent composition by weight and percent asbestos. This report must not be used to claim product endorsement or approval by these laboratories, NVLAP, ELAP or any other associated agency. The National Institute of Standards and Technology accreditation requirements, mandate that this report must not be reproduced, except in full without the written approval of the laboratory. This report may contain specific data not covered by NVLAP or ELAP accreditations respectively, if so identified in relevant footnotes.

AmeriSci appreciates this opportunity to serve your organization. Please contact us for any further assistance or with any questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cory M. Parnell'.

Cory M. Parnell
Laboratory Manager | Authorized Signatory

**AmeriSci Richmond**

13635 GENITO ROAD
MIDLOTHIAN, VIRGINIA 23112
TEL: (804) 763-1200 • FAX: (804) 763-1800

PLM Bulk Asbestos Report

Sienna Environmental Technologies, LLC
Attn: Susanne Kelley
350 Elmwood Ave
Buffalo, NY 14222

Date Received 05/23/22
Date Examined 05/26/22
ELAP # 10984
RE: 4024; Bell And Spina / Kathleen Engstrom; ECC City Campus / Ellicott Building - Roof

AmeriSci Job # 122051904
P.O. #
Page 1 **of** 3

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
05192022-4024-600-1 600 Location: Black Foam Sealant	122051904-01	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 05/26/22
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 11% Comment: Heat Sensitive (organic): 85.4%; Acid Soluble (inorganic): 3.6%; Inert (Non-asbestos): 11.0%			
05192022-4024-600-2 600 Location: Black Foam Sealant	122051904-02	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 05/26/22
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 14.3% Comment: Heat Sensitive (organic): 82.6%; Acid Soluble (inorganic): 3.0%; Inert (Non-asbestos): 14.3%			
05192022-4024-700-1 700 Location: Asphalt Shingle	122051904-03	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 05/26/22
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 35.5% Comment: Heat Sensitive (organic): 25.6%; Acid Soluble (inorganic): 38.9%; Inert (Non-asbestos): 35.5%			
05192022-4024-700-2 700 Location: Asphalt Shingle	122051904-04	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 05/26/22
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 34.7% Comment: Heat Sensitive (organic): 21.5%; Acid Soluble (inorganic): 43.8%; Inert (Non-asbestos): 34.7%			

PLM Bulk Asbestos Report

4024; Bell And Spina / Kathleen Engstrom; ECC City Campus /
Ellicott Building - Roof

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
05192022-4024-701-1 701	122051904-05 Location: Silver Coating Tar	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 05/26/22
Analyst Description: Silver, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 32.1% Comment: Heat Sensitive (organic): 58.4%; Acid Soluble (inorganic): 9.4%; Inert (Non-asbestos): 32.1%			
05192022-4024-701-2 701	122051904-06 Location: Silver Coating Tar	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 05/26/22
Analyst Description: 8.4712, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 13.4% Comment: Heat Sensitive (organic): 66.6%; Acid Soluble (inorganic): 20.0%; Inert (Non-asbestos): 13.4%			
05192022-4024-702-1 702	122051904-07 Location: Repair Tar	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 05/26/22
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 12.5% Comment: Heat Sensitive (organic): 82.0%; Acid Soluble (inorganic): 5.4%; Inert (Non-asbestos): 12.5%			
05192022-4024-702-2 702	122051904-08 Location: Repair Tar	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 05/26/22
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 13.3% Comment: Heat Sensitive (organic): 82.6%; Acid Soluble (inorganic): 4.1%; Inert (Non-asbestos): 13.3%			
05192022-4024-703-1 703	122051904-09 Location: Clay Tile Underlayment	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 05/26/22
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 21.2% Comment: Heat Sensitive (organic): 61.4%; Acid Soluble (inorganic): 17.4%; Inert (Non-asbestos): 21.2%			

Client Name: Sienna Environmental Technologies, LLC

PLM Bulk Asbestos Report

4024; Bell And Spina / Kathleen Engstrom; ECC City Campus /
Ellicott Building - Roof

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos
05192022-4024-703-2 703	122051904-10 Location: Clay Tile Underlayment	No	NAD (by NYS ELAP 198.6) by William M. Dunstan on 05/26/22
Analyst Description: Black, Heterogeneous, Non-Fibrous, Bulk Material			
Asbestos Types:			
Other Material: Non-fibrous 20.4%			
Comment: Heat Sensitive (organic): 62.4%; Acid Soluble (inorganic): 17.2%; Inert (Non-asbestos): 20.4%			

Reporting Notes:

Analyzed by: William M. Dunstan
Date: 5/26/2022

Reviewed by: Cory M. Parnell



*NAD = no asbestos detected, Detection Limit <1%, Reporting Limits: CVES = 1%, 400 Pt Ct = 0.25%, 1000 Pt Ct = 0.1%; "Present" or NVA = "No Visible Asbestos" are observations made during a qualitative analysis; NA = not analyzed; NA/PS = not analyzed / positive stop; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 microscope, Serial #233533, by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) and ELAP PLM Analysis Protocol 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NYSDOH ELAP Lab # 10984); CA ELAP Lab # 2508; Note: PLM is not consistently reliable in detecting asbestos in floor coverings and similar NOB materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non-asbestos-containing in New York State (also see EPA Advisory for floor tile, FR 59, 146, 38970, 8/1/94). NIST Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the laboratory. This PLM report relates ONLY to the items tested.

Client Name: Sienna Environmental Technologies, LLC

Table I
Summary of Bulk Asbestos Analysis Results
 4024; Bell And Spina / Kathleen Engstrom; ECC City Campus / Ellicott Building - Roof

AmeriSci Sample #	Client Sample#	HG Area	Sample Weight (gram)	Heat Sensitive Organic %	Acid Soluble Inorganic %	Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	05192022-4024-600-1	600	0.139	85.4	3.6	11.0	NAD	NAD
	Location: Black Foam Sealant							
02	05192022-4024-600-2	600	0.238	82.6	3.0	14.3	NAD	NAD
	Location: Black Foam Sealant							
03	05192022-4024-700-1	700	0.596	25.6	38.9	35.5	NAD	NAD
	Location: Asphalt Shingle							
04	05192022-4024-700-2	700	0.377	21.5	43.8	34.7	NAD	NAD
	Location: Asphalt Shingle							
05	05192022-4024-701-1	701	0.283	58.4	9.4	32.1	NAD	NAD
	Location: Silver Coating Tar							
06	05192022-4024-701-2	701	0.261	66.6	20.0	13.4	NAD	NAD
	Location: Silver Coating Tar							
07	05192022-4024-702-1	702	0.310	82.0	5.4	12.5	NAD	NAD
	Location: Repair Tar							
08	05192022-4024-702-2	702	0.518	82.6	4.1	13.3	NAD	NAD
	Location: Repair Tar							
09	05192022-4024-703-1	703	0.357	61.4	17.4	21.2	NAD	NAD
	Location: Clay Tile Underlayment							
10	05192022-4024-703-2	703	0.408	62.4	17.2	20.4	NAD	NAD
	Location: Clay Tile Underlayment							

Analyzed by: Cory M. Parnell

Date: 5/26/2022

Reviewed by: Cory M. Parnell

Semi-Quantitative Analysis: NAD = no asbestos detected; NA = not analyzed; NA/PS = not analyzed due to positive stop; Trace = <1%; PLM analysis by EPA 600/R-93/116 per 40 CFR 763 (NVLAP Lab Code 101904-0) or NY ELAP 198.1 for New York friable samples which includes quantitation of any vermiculite observed (198.6 for NOB samples) or EPA 400 pt ct by EPA 600/M4-82-020 (NY ELAP Lab # 10984); TEM prep by EPA 600/R-93/116 Section 2.3 (analysis by Section 2.5, not covered by NVLAP Bulk accreditation); or NY ELAP 198.4 for New York NOB samples (NY ELAP Lab # 10984). Analysis using Jeol, Model JEM-100CX II microscope, Serial #156147-247. ** Warning Notes: Consider PLM fiber diameter limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris, soils or other heterogeneous materials for which a combination PLM/TEM evaluation is recommended; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only.

122051904

Bulk Chain of Custody


SIENNA
 ENVIRONMENTAL TECHNOLOGIES

350 Elmwood Ave. | Buffalo NY 14222 | 716.332.3134

83 Fall St. | Seneca Falls NY 13148 | 315.257.0270

Email Report to: Labresults@SiennaET.com		Turn Around Time <input type="checkbox"/> RUSH <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input checked="" type="checkbox"/> 72 Hour <input type="checkbox"/> 5 Day
Client/Contact: Bell and Spina		
Kathleen Engstrom		
Project/Location: ECC City Campus		
Ellicott Building - Roof		Other:
Project No.: 4024		
Analysis Requested:	Protocol:	Notes:
PLM <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Negative PLM to TEM per ELAP protocols	
TEM <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> Positive Stop by HAN-ID#	
PCB <input type="checkbox"/>	<input type="checkbox"/> Layered analysis requested for:	
Other:	10 Total # of Samples	

Sample Name				Description of Sample	Location of Sample
Date	Project	HAN	ID#		
5/19/2022	4024	600	1	Black Foam Sealant	600
5/19/2022	4024	600	2	Black Foam Sealant	600
5/19/2022	4024	700	1	Asphalt Shingle	600
5/19/2022	4024	700	2	Asphalt Shingle	600
5/19/2022	4024	701	1	Silver Coating Tar	600
5/19/2022	4024	701	2	Silver Coating Tar	600
5/19/2022	4024	702	1	Repair Tar	600
5/19/2022	4024	702	2	Repair Tar	600
5/19/2022	4024	703	1	Clay Tile Underlayment	600
5/19/2022	4024	703	2	Clay Tile Underlayment	600

RECEIVED

MAY 23 2022

Sampled by: Sean Fitzgerald
 Relinquished by: Sean Fitzgerald
 Recieved by:

Date: 5/19/22
 Date + Time: 5/19/22 1300
 Date + Time:

BY: TW



Appendix D

XRF Spectrum Analyzer Report and Instrument Information

LEAD PAINT INSPECTION REPORT

Bell & Spina Architects

CLIENT

Ellicott Street Building

INSPECTION LOCATION

May 17, 2022

INSPECTION DATE(s)

Heuresis Corp. Pb200i

XRF INSTRUMENT TYPE

2372

XRF INSTRUMENT SERIAL NUMBER

1.0 mg/cm²

ACTION LEVEL



SIGNED: [Sean Fitzgerald]

DATE: 6/7/22

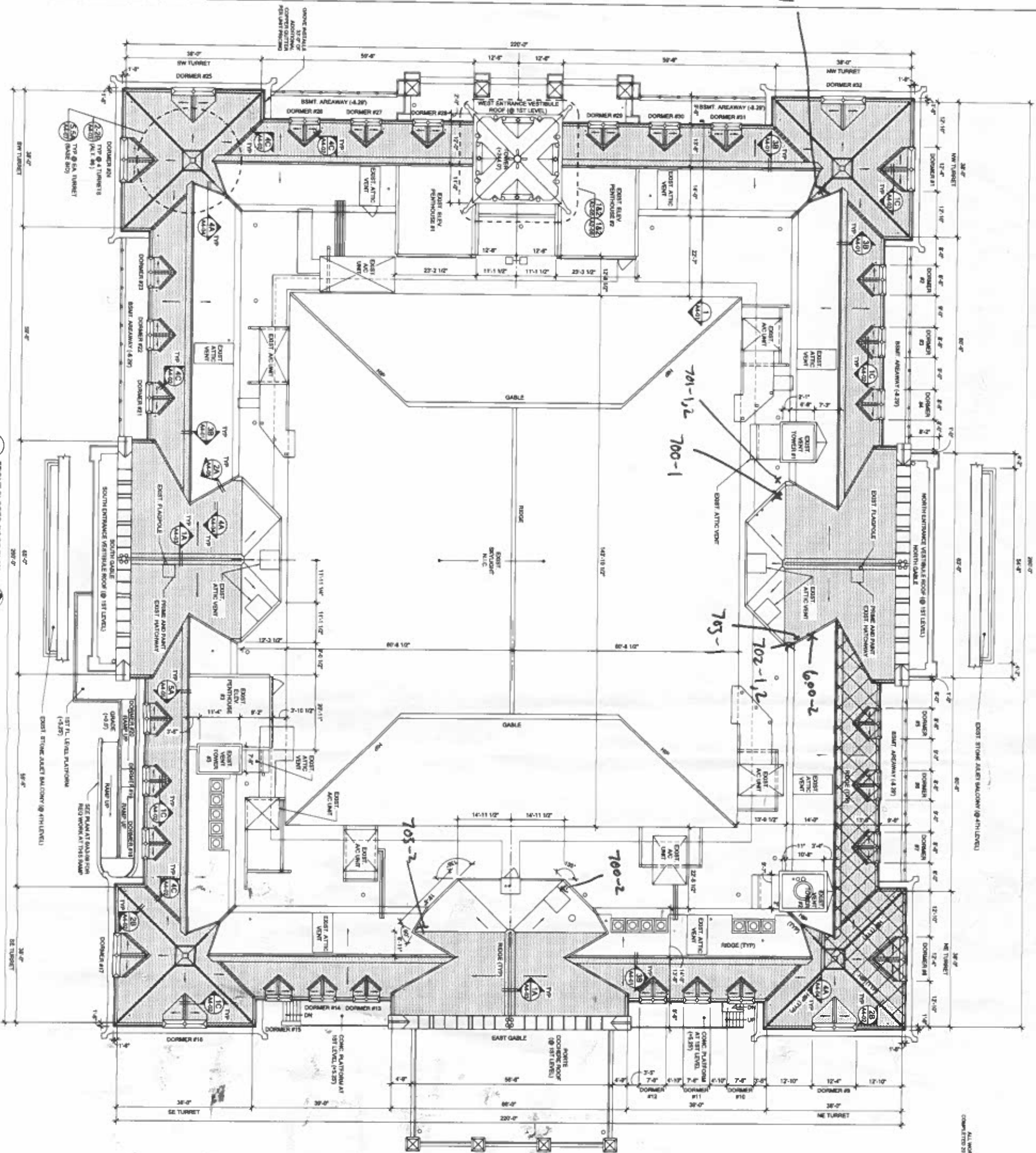
Heuresis Corp.
Pb200i
XRF Lead Paint Analyzer
2372
Pb200i-4.1-11

Reading #	Concentrat	Units	3 SD	Result	Date	Time	User	Mode	Analytic Mode	SET#	Room/Spa	Color	Substrate	Componen
1	1.1	mg/cm2		0.3 Positive	5/18/2022	17:45:29	Sienna	Action Level	Lead Paint	4024				Calibration
2	1	mg/cm2		0.3 Positive	5/18/2022	17:48:05	Sienna	Action Level	Lead Paint	4024				Calibration
3	1	mg/cm2		0.3 Positive	5/18/2022	17:51:45	Sienna	Action Level	Lead Paint	4024				Calibration
4	0	mg/cm2		0.4 Negative	5/17/2022	18:18:19	Sienna	Action Level	Lead Paint	4024	600	Brown	Metal	Fascia
5	33	mg/cm2		0 Positive	5/17/2022	18:18:54	Sienna	Action Level	Lead Paint	4024	600	Silver	Metal	Weld Bead
6	-0.1	mg/cm2		0.4 Negative	5/17/2022	18:52:13	Sienna	Action Level	Lead Paint	4024	600	Brown	Ceramic	Fascia
7	1.1	mg/cm2		0.3 Positive	5/17/2022	18:54:43	Sienna	Action Level	Lead Paint	4014				Calibration
8	1	mg/cm2		0.3 Positive	5/17/2022	18:56:06	Sienna	Action Level	Lead Paint	4014				Calibration
9	1	mg/cm2		0.3 Positive	5/17/2022	18:59:37	Sienna	Action Level	Lead Paint	4014				Calibration



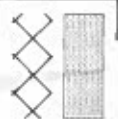
Appendix E

Sample Floor Plans

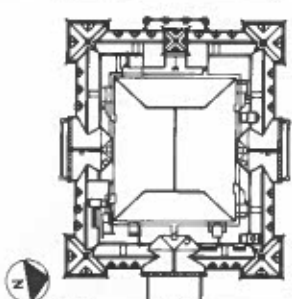


1. ALL DIMENSIONS ARE ± .005 P.P.M. (FELD)
2. SOUTH SIDE DIMENSIONS ARE THE SAME AS NORTH SIDE DIMENSIONS.
3. ALL DIMENSIONS ARE MEASURED ON THE HORIZONTAL PLANE. SEE SECTION 04401 AND THE ELEVATION GRID AND STRIPS FOR PITCH OR THE VARIOUS ROOFS.
4. SEE WORK NOTES DETAIL AT ALL SPICES DIMS. FROM FACE OF STRUCTURAL
5. THE WORK INDICATED ON 11-18 DWG IS AFFECTED BY ALL TYPES 2 THROUGH 5. SEE SPEC SECTION 01200.01 MATERIALS

LEGEND



**BASIC AND NEW FRONT SLOPED
POOF. INSTALL NEW CLAY TILE
POOF SYSTEM**

[illegible][illegible]

Flynn Battaglia Architects, PC

617 Main Street, Suite 5401
Buffalo, New York 14203-1
Telephone (716) 854-2424
Fax (716) 854-2428

Syracuse Engineers

Buffalo, NY 14202
Telephone (716) 856-1894
Fax (716) 852-2021

ERIE COMMUNITY
COLLEGE CITY CAMPUS
EXTERIOR
RESTORATION

121 ELLICOTT STREET
BUFFALO, NY 14203

PROJECT # MJ-6-8

AS BUILTS

NOTES & REVISIONS

ISSUED FOR REBID. SEPTEMBER 23, 2010

CLAIMING ISSUED.

JANUARY 24, 2013

Project Number:

Scale:

Written by:

Characteristics of the study population are shown in Table 1. The mean age was 60 years (range 47–89), and 50% were female. The majority of patients had been treated with statins for at least 1 year before inclusion in the study.

Drowning Tide

1

BASE BID AND ALT. #6:
FRONT SLOPED ROOF PLAN

Drawing Members

A1-01A



Appendix F

Summary of Inspected Functional Spaces



- 600 – Upper Roof