



**COUNTY OF ERIE  
DIVISION OF PURCHASE  
MEMORANDUM**

**To:** All Using Departments

**From:** Jamie Kucewicz, Buyer

**Date:** May 6, 2021

**Subject:** ON-CALL EMERGENCY ROOFING SERVICES

**Bid No.:** A217055-002

**Effective Dates:** Extended through May 31, 2023

**Vendor #:** 108692

**Vendor:** GROVE ROOFING SERVICES, INC.  
131 Reading street  
Buffalo, NY 14220  
Contact: John Embow

**Telephone:** (716) 828-1870

**Pricing:** 19% overhead & profit



COUNTY OF ERIE  
MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE  
VALLIE M. FERRARACCIO  
DIRECTOR

April 28, 2021

Grove Roofing Services, Inc.  
131 Reading Street  
Buffalo, NY 14220  
Attn: John Embow

Re: Bid #A217055-002 – "On-Call Emergency Roofing Services"

Dear Mr. Embow:

The County of Erie wishes to extend this agreement for an additional contract period, through May 31, 2023, under the same prices, terms and conditions as the original agreement.

Extension is provided for per paragraph 26, Page 5 of 6 of the "Instructions to Bidders". This offer is for your immediate consideration and acceptance. Please indicate below whether you agree to extend or do not wish to extend. Please respond within seven days upon receipt of this request.

After approval and execution by the County, a fully signed copy will be returned to you for your files.

☒ Yes, I agree to extend \_\_\_\_\_ No, I do not wish to extend

Company Name: Grove Roofing Services Inc

Representative (Please print): John Embow Title: president

Signature: [Signature] Date: 4/30/21

Sincerely,

[Signature]  
James D. Kucewicz  
Buyer

[Signature]  
Vallie M. Ferraraccio  
Director of Purchase

5/6/2021  
DATE

**NAME OF BIDDER**

**BID SUBMITTED BY:** Grove Roofing Services, Inc.

**PROPOSAL FOR:**

**CONSTRUCTION WORK**

**On-Call Emergency Roofing Services  
for County Owned Buildings**

**TO:** Vallie Ferraraccio, Director of Purchase  
95 Franklin Street, Room 1254  
Buffalo NY 14202

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 entitled: *"On-Call Emergency Roofing Services"* including all addenda for the following sum of:

**Base Bid: Contractor's Percentage of Overhead and Profit**

Where so indicated on the Bid Proposal Form, the amount of the base bid shall be expressed in both words and figures. Where there is a discrepancy between the stipulated amount expressed in words and the stipulated amount expressed in figures, the words shall govern.

Subcontractor percentage of overhead and profit shall be 10% and the Contractor markup on Subcontractors shall be half the amount of the percentage identified as "Base Bid".

If applicable, write fractions as decimals and round to the nearest tenth.

**BASE BID:** 19 % ( Nineteen percent )

**CAUTION:** Be advised that Erie County Law 2-2006 will be enforced. All bidders must adhere to the provisions detailed on Exhibit J of this Proposal. For consideration, bidders must (1) check the appropriate box and (2) enclose the corresponding paperwork.



**COUNTY OF ERIE**  
**MARK C. POLONCARZ**  
**COUNTY EXECUTIVE**  
**DIVISION OF PURCHASE**  
**INVITATION TO BID**

Bids, as stated below, will be received and publicly opened by the Division of Purchase in accordance with the attached specifications. FAX bids are unacceptable. Bids must be submitted in a sealed envelope to:

County of Erie  
Division of Purchase  
Attention: JAMES D. KUCEWICZ, BUYER (716) 858-6336  
95 Franklin Street, Room 1254  
Buffalo, New York 14202-3967

**NOTE:** Lower left hand corner of envelope **MUST** indicate the following:

BID NUMBER: A217055-002

OPENING DATE: May 16, 2017 TIME: 11:00AM

FOR: ON-CALL EMERGENCY ROOFING SERVICES

NAME OF BIDDER: \_\_\_\_\_

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

Following EXHIBITS are attached to and made a part of the bid specifications, and part of any agreement entered into pursuant to this Invitation to Bid:

- ☒ EXHIBIT "A" - Assignment of Public Contracts
- ☒ EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- ☐ EXHIBIT "C" - Construction/Reconstruction Contracts
- ☐ EXHIBIT "D" - Bid Bond (Formal Bid)
- ☒ EXHIBIT "E" - Bid Bond (Informal Bid)
- ☒ EXHIBIT "EP" - Equal Pay Certification
- ☐ EXHIBIT "F" - Standard Agreement
- ☒ EXHIBIT "G" - Non-Collusive Bidding Certification
- ☒ EXHIBIT "H" - MBE/ WBE Commitment
- ☒ EXHIBIT "IC" - Insurance CLASSIFICATION "A"
- ☐ EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
- ☒ EXHIBIT "PW" - NYS Prevailing Wage
- ☐ EXHIBIT "Q" - Confined Space Program Certification



**COUNTY OF ERIE  
DIVISION OF PURCHASE  
BID SPECIFICATIONS  
BID # A217055-002**

Ship to:  
Address:

Ship Via:  
Required at Destination:

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Seeking bids for On-Call Emergency Roofing Services for		
			County owned buildings. Vendor must provide all labor,		
			materials, equipment, supplies per the attached specifications.		
			Term of the contract will be		
			June 1, 2017 – May 31, 2019		

**NOTE:** Bid results cannot be given over the phone. All requests for bid results should be submitted in writing or faxed to:

**ERIE COUNTY DIVISION OF PURCHASE**  
Freedom of Information Officer  
95 Franklin Street, Rm. 1254  
Buffalo, NY 14202  
FAX #: 716/858-6465

**NAME OF BIDDER** \_\_\_\_\_

(Rev. 9/95) ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

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## 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.
- 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, 14<sup>th</sup> 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.
- 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.
3. The information is not sufficiently complete or accurate to verify 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.
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.

- 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.

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 there from 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.
- 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.
- 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 his work and to report to the Architect / Engineer any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Architect / Engineer of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive his 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.
- 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.
- 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	%

- 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.

**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
<b>On-Call Emergency Roofing Services</b>	<b>To be determined</b>
Total Value of Workforce	<b>To be determined</b>
Percentage of Total Bid	<b>100 %</b>

  
\_\_\_\_\_  
SIGNATURE John Embow, President

\_\_\_\_\_  
Grove Roofing Services, Inc.  
COMPANY NAME

May 16, 2017  
\_\_\_\_\_  
DATE

## **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.
- 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.

- 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.
- 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.
- 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)."

5.03 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.

5.04 PERMITS - All permits and licenses necessary for the prosecution of the work shall be secured by the Contractor.

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 attached at the end of this Section.

5.05 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.

5.06 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.

5.07 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.



- 5.08 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.
- 5.09 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.
  - 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 an allowance for profit and overhead. 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.
- 7.02 **REQUESTS FOR PAYMENT**
- A. The Contractor may submit periodically a Request for Payment for work done. The Contractor shall furnish the owner 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.
  - B. 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.
  - C. 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.
- 7.04 **OWNER'S ACTION ON AN APPROVED REQUEST FOR PAYMENT** - Within forty-five days (45) from the date of approval of a Request for Payment 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.

- 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.
- 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.
- 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.
- 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.
- 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;
  - 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.
- 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:
- 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 10.6 - 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 goals and timetable, with the contract remaining intact.
1. U.S. Department of Labor - Office of Federal Contract Compliance  
GOALS FOR WOMEN IN THE AREA OF CONSTRUCTION;  
Goals and Timetables
- From Month, Day, Year until Month, Day, Year.....3.1%
  - From Month, Day, Year until Month, Day, Year .....5.1%
  - From Month, Day, Year .....6.9%
2. 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, standard form 257. 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. 1, 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.
  - 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. The low bidder shall submit a properly executed Minority/Women Business Enterprise Utilization Report (Part A - Part D) within twenty-four (24) hours of the opening of bid proposals.
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.
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.

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"

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.

Refer to Appendix C for Erie County Executive Order #13 and Equal Pay Certification Form.

This form should be submitted with the bid proposal.

### **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.

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

10.01 County of Erie Local Law No. 2-2006

**COUNTY OF ERIE  
LOCAL LAW INTRO NO. 3 - 2006  
LOCAL LAW NO. 2 - 2006**

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.
- 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; and
  - v. A minimum of ten (10%) percent 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 consist of persons participating in a New York State Certified Worker Training Program.
- 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 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.

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.

TIMOTHY M. KENNEDY

MARIA R. WHYTE

GEORGE A. HOLT

THOMAS J. MAZUR

ROBERT B. REYNOLDS, JR.

LYNN M. MARINELLI

DANIEL M. KOZUB

THOMAS A. LOUGHRAN

MICHELE M. IANNELLO

DEMONE A. SMITH



**RULES AND REGULATIONS ADOPTED BY THE  
ERIE COUNTY COMMISSIONER OF PUBLIC WORKS  
REGARDING:  
COUNTY OF ERIE  
LOCAL LAW NO. 2-2006**

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. 2-2006, "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 2-2006

"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.

"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
  - 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.

**Pursuant to Erie County Local Law 2-2006 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 and 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:
- 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; and
  - 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 NYSCATP.
- [ ] 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.

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SIGNATURE

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COMPANY NAME

---

DATE



# New York State Department of Labor

## Apprentice Training Program Registration Agreement

Received  
Apprenticeship Unit

MAY 13 2016

BUFFALO

REVISION ☒ Wage Change Upward  
*nature of change*

NYS Department of Labor  
Apprentice Training

MAY 25 2016

STATE USE ONLY				
AT				
Sponsor No.	7	0	5	0 2
ATP				
Code	1	85	1	9 4
Effective date of AT Program	11/01/87			

- Name of Sponsor Roofers JATC of WNY LU #74 Central Office
- Mailing Address 2800 Clinton Street West Seneca NY 14224 Erie  
(Number & Street) (City) (State) (Zip Code) (County)
- Actual Address 2800 Clinton Street West Seneca NY 14224 Erie  
(Number & Street) (City) (State) (Zip Code) (County)
- Phone (716) 828-0488 Ext: n/a Fax (716) 828-0487
- Trade / Occupation Roofers
- No. Employees 1 No. Apprentices 51 No. Journeyworkers 194 7. Ratio 1:1:1:2  
(Non-Standard) ☐
- ISC Code N/A 9. DOT Code 8 6 6 - 3 8 1 - 0 1 0 10. Length of Program 3 6 Months
- Apprentice Probationary Period 9 Months 12. Work Process: Standard ☐ or Revised ☒ X
- Minimum Journeyworker Rate \$ 27.25 per hour 14. Effective Date of Wages 06/01/2016

15. Apprentice Wage Progression for each period -- in months (M) or hours (H)

1	2	3	4	5	6	7	8	9	10
M <u>1000</u>	M <u>1000</u>	M <u>500</u>	M <u>500</u>	M <u>500</u>	M <u>500</u>	M <u>500</u>	M <u>500</u>	M <u>500</u>	M <u>500</u>
H <u>1000</u>	H <u>1000</u>	H <u>500</u>	H <u>500</u>	H <u>500</u>	H <u>500</u>	H <u>500</u>	H <u>500</u>	H <u>500</u>	H <u>500</u>
50%	55%	60%	65%	70%	75%	80%			

16. The Sponsor agrees to comply with the provisions on this side and on the reverse side of this agreement.

- Signature of the Official Sponsor Representative Jill M. Rajla Date 5/9/16  
Jill M. Rajla JATC Fund Administrator  
Print Name and Title of Official Sponsor Representative
- Signature of the Union Representative John H. Bernas Date 5/9/16  
John H. Bernas Business Representative  
Print Name, Title and Union Name
- Signature of New York State Department of Labor [Signature] Date 5/26/16

## **SECTION 011001-SPECIAL CONDITIONS**

### **PART 1 – GENERAL**

#### **1.01 SCOPE OF WORK:**

- A. Provide all the labor, material, equipment, transportation and supervision necessary to install and make repairs to roofing and building envelope systems at all Erie County Owned buildings as directed by the Owner's Representative during the contract term. All work must conform to the latest edition of the New York State Family of Building Codes and State and Local Laws.
- B. The Contract is for a two-year term of 24 hour/7 days a week on-call & emergency roofing services.
- C. Types of repair include but are not limited to repair/correction of leaks and/or damage to roofing or weather envelope systems of buildings and structures.

#### **1.02 QUALITY ASSURANCE:**

- A. Contractor Qualifications:
  - 1. The roofing contractor must be trained and certified in all types of commercial and residential roofing and building envelope systems.
  - 2. This contract will be awarded to a contractor whose primary business is roofing repair and installation and in the roofing business for at least ten (10) years. The experience questionnaire (EQ1-EQ6) contained within this project document must be submitted with the bid proposals.

#### **1.03 SUBMITTALS:**

- A. Materials:
  - 1. Submit on products which are manufacturer-approved materials for the system of roofing or building envelope being repaired.

#### **1.04 DELIVERY, STORAGE AND HANDLING:**

- A. Delivery of Materials:
  - 1. Deliver material to job site in new, dry unopened and well-marked containers showing product and manufacturer's name.
  - 2. Deliver materials in sufficient quantity to allow continuity of work.
  - 3. Coordinate delivery with Owner's Representative.
- B. Storage of Materials:
  - 1. Storage of materials on-site shall not be provided.

## **1.05 PRODUCTS:**

### **A. Roofing Materials:**

1. All repair and replacement materials must be first-quality with preference given to replacement materials as manufactured by the original materials manufacturer; use these materials whenever available and always when a manufacturer's warranty still in effect would otherwise be voided.
2. Follow manufacturer's recommendations and industry standard practices in installing materials.
3. Materials utilized shall not contain any materials commonly accepted as hazardous; i.e. asbestos, lead or PCB's.

## **1.06 JOB CONDITIONS:**

A. Full Owner Occupancy: The site will be occupied during the entire construction period. Coordinate and cooperate with Owner during entire construction period to minimize conflicts and facilitate Owner usage. Maintain existing exits unless otherwise noted.

### **B. Scheduling:**

1. After receiving a service call from the Owner's Representative, the contractor is to commence work within the following time limits:

a) Emergency work requests must start on the site within two (2) hours.

b) All other work requests must start with a visit to the premises within one (1) workday and the work must start five (5) workdays thereafter. Before commencing work, contact the Owner's Representative to determine the exact location and extent of the required work.

### **C. Notification:**

1. Within twenty-four (24) hours after services have been completed notify the Owner's Representative. At that time an on-site inspection will be conducted with the Owner's Representative.

### **D. Protection of Areas Adjoining the Work Location:**

1. Use appropriate means necessary to protect materials before, during and after installation and to protect adjacent existing surfaces and property.
2. Mobilization for each service call shall include the establishment of protective measures for public safety and the protection of persons and property before commencement of the work. In general, these buildings are occupied.
3. In the event of damage to County property, immediately make repairs and replacements necessary, at no additional cost to the County.

## **1.07 PROCEDURES:**

### **A. Warranties:**

1. The Contractor shall verify with the Owner the applicability of warranties prior to performing repairs to roofing components or systems. If a warranty is in effect, the warrantor (contractor or manufacturer) shall be contacted for recommendations as to the correct course of action. Warranties typically require this notification for both repairs and alterations, and any work performed must meet the warrantor's requirements in order to preserve the status of the warranty.

### **B. Work Order:**

1. The Contractor shall have with him, on each service call a Work Order where the Contractor identifies the type and quantity of material used and the time spent on-site. The Work Order must be signed by the Owner's Representative as evidence of the number of hours on the job.
2. A Sample copy of the work order is contained within this section and shall be attached to its appropriate invoice. The contractor can use his own work order form (as approved by Owner's Representative) or the form supplied by the County.

### **C. Conference:**

1. Prior to the start of any Work, the contractor shall conduct a pre-installation meeting with the Owner. The purpose of this meeting shall be to review existing conditions and identify the scope of repair work. At the completion of the work the contractor shall conduct a post-installation meeting to review the work completed.

### **D. Comply with all requirements in Division 1 "Security".**

### **E. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.**

## **1.08 SAFETY:**

- A. Take necessary precautions for the safety of all personnel on the job site, and comply with all applicable OSHA provisions to prevent accident or injury to persons on or about the job site where work is being performed.
- B. Erect and properly maintain necessary safeguards for the protection of workers and the public as required by the conditions and progress of the work, and post danger signs warning against the hazards created by such features of the work site, including but not limited to: protruding hoists, scaffolding and falling material.
- C. Any person involved in work at heights and exposed to fall hazards shall be protected from falling to a lower level by the use of an approved fall protection system. Fall protection systems shall be installed and utilized in accordance with OSHA standards.

#### **1.09 INVOICING:**

- A. Bill labor charges based on the actual time used to perform the required work. Labor charges shall not be billed on a portal to portal basis.
- B. Invoices based on time and materials will reflect labor costs separately and will be billed in accordance with the applicable contract hourly rates.
- C. Materials used will be reflected on the invoice by quantity and unit costs including applicable surcharges. Copies of the contractor's own purchase invoices reflecting actual costs shall be submitted with each invoice.
- D. Invoices, one for each work order, must be mailed to the County within five (5) days after each service call has been completed and no longer than thirty (30) days after the work has been completed.
- E. Submit Two (2) copies of each invoice, which includes a signed work order, photo documentation of work completed, contractor purchase invoices, submittals, record documents, certified payroll records and/or other required documents identified by the Owner's Representative. A sample invoice is included within this section.

#### **1.10 MEETINGS AND ESTIMATES:**

- A. The contractor shall agree to meet with the owner's representative when requested, for the discussion and review of various problems encountered and to provide meeting minutes, as required.
- B. The Contractor shall, at the request of the Owner's Representative investigate and offer estimates and quotations of work to be done, at no cost.

#### **1.11 CONTRACT RATES FOR LABOR AND MATERIALS BASED WORK:**

##### **A. Standard Rate:**

- 1. Erie County will compensate the Contractor for hours worked as established by the NYS Department of Labor Prevailing Wage Rate Schedule in effect at the time services are rendered.
- 2. Erie County will compensate the contractor for materials furnished and installed.
- 3. Erie County will compensate the contractor the percentage of overhead and profit on materials and labor identified by the qualified low bidder.
- 4. The Standard rate shall apply to any service that does not meet the criteria for premium Rate.

##### **B. Premium Rate:**

- 1. The premium Rate shall apply to any service which the County requests the Contractor to commence between 5:00 PM and 7:00 AM Monday through Friday, and anytime on Saturday, Sunday or any Legal Holiday.
- 2. Under no circumstances shall any work performed by the contractor be compensated at the premium rate unless the Owner's representative has given prior authorization for such compensation.



## **SECTION 011000-SUMMARY OF WORK**

### **PART 1 – GENERAL**

#### **1.12 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Agreement and other Division 01 Specification Sections, apply to this section.

#### **1.13 SUMMARY**

- A. Section includes:
  - 3. Project Information
  - 4. Work Covered by Contract Documents
  - 5. Access to site
  - 6. Work Restrictions.

#### **1.14 PROJECT INFORMATION**

- A. Project Identification/Location
  - On-Call & Emergency Roofing Services
  - All County of Erie Owned Buildings and Structures
- B. Owner:
  - County of Erie
  - 95 Franklin Street
  - Buffalo, New York 14202

#### **1.15 WORK COVERED BY CONTRACT DOCUMENTS**

- A. Service Contract for on-call and emergency roofing services.
- B. Contract is for a two- year term of 24 hour/7 days a week on-call and emergency roofing services. The contract may be extended for two additional two-year terms with no change in the contract price or terms and conditions. The exercise of each option to renew shall be subject to appropriation and/or continuation of funding.

## **1.16 ACCESS TO SITE**

- B. General: At no time shall construction activity or movement interfere or obstruct in any way the function of the existing building or the occupants, unless specifically authorized by the owner. Contractor shall inform all construction personnel of this and advise of same.
- C. Use of Site: Limit use of site to project location.
  - a. Driveways, Walkways and Entrances serving the sites shall be clear and available to the Owner, Owner's employees, the public and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
  - b. Reference the Division 1 Section "Security" for requirements in secure facilities.

## **1.17 COORDINATION WITH OWNER REGARDING OCCUPANCY**

- E. Full Owner Occupancy: The site will be occupied during the entire construction period. Coordinate and cooperate with Owner during entire construction period to minimize conflicts and facilitate Owner usage. Maintain existing exits unless otherwise noted.

## **1.18 WORK RESTRICTION**

- F. Comply with all requirements in Division 1 Section "Security".
- G. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

## **SUPPLEMENTARY GENERAL CONDITIONS**

### **PART 1 –GENERAL**

#### **1.01 GENERAL CONDITIONS**

- A. 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.

#### **SECTION 1-DEFINITIONS**

##### **1.02 ARCHITECT/ENGINEER**

- A. Add to Article 1.02: For the purposes of this contract, the Architect/Engineer as defined in the General Conditions shall be the Erie County Department of Public Works.

#### **SECTION 5—INSURANCE, BONDS, SAFETY, ETC.**

##### **5.04 PERFORMANCE BOND**

- A. Performance, labor and Material Payment Bond shall be waived.

#### **SECTION 6—PROGRESS AND COMPLETION OF WORK**

##### **6.05 PROJECT SCHEDULE**

- A. Delete in its entirety.

#### **SECTION 7 – MEASUREMENT AND PAYMENT**

##### **7.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT**

- A. Delete in its entirety.

##### **7.02 REQUEST FOR PAYMENT**

- A. Delete in its entirety.

#### **APPENDIX A-EQUAL EMPLOYMENT OPPORTUNITY FORMS**

- A. Delete Erie County Department of Public Works Appendix “A”, GC 39 thru 47 and replace with the Erie County Division of Purchasing MBE/WBE Forms, MWC 1-2 and UR 1-3.