



# COUNTY OF ERIE

## 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: 260119-002

OPENING DATE: JUNE 10, 2026 TIME: 11:00 am

FOR : ECSD No. 6 Wilmuth Wet Well and Dry Well Heating and Ventilation Unit Replacement

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:

- X   EXHIBIT "A" - Assignment of Public Contracts
- X   EXHIBIT "B" - Purchases by Other Local Governments or Special Districts
- X   EXHIBIT "C" - Construction/Reconstruction Contracts
- X   EXHIBIT "D" - 5% Bid Bond (Formal Bid)
- X   EXHIBIT "F" - Standard Agreement
- X   EXHIBIT "G" - Non-Collusive Bidding Certification
- X   EXHIBIT "H" - MBE/ WBE Commitment
- X   EXHIBIT "IC" - Insurance Classification "A"
- X   EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond 100%
- X   EXHIBIT "J" - New York State Certified Worker Training Program Certification
- X   EXHIBIT "K" - Equal Pay Certification
- X   EXHIBIT "L" - Confined Space Certification & OSHA 10 Compliance Certification
- X   EXHIBIT "N" - Specific Contract Conditions – Division 01 Specifications
- X   EXHIBIT "O" - Technical Specifications
- X   EXHIBIT "PW" - NYS Prevailing Wage
- X   EXHIBIT "V" - Vendor Federal Compliance Certification
- X   - Local Laws #2 & #3 and Executive Order #18

**County of Erie**  
**DIVISION OF PURCHASE**  
**BID SPECIFICATIONS**

BID NO 260119-002

Ship to: County of Erie  
 Attention:  
 Address:

Ship Via:

Date Required at Destination: ASAP

ITEM NO.	QUAN-TITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
--	--	--	In accordance with the Contract Drawings and Specifications:		
1	1	Each	Replace existing heater air make up unit for wet well with an indirect-fired gas heating and ventilating unit. Dispose of old unit. Replace ductwork as needed.	_____	_____
2	1	Each	Replace existing heater air make up unit for dry well with an indirect-fired gas heating and ventilating unit. Dispose of old unit. Replace ductwork as needed. Coat I-beam stand as needed to protect stand and new unit from corrosion.	_____	_____
3	1	Each	Replace control panel integrating existing exhaust fans and door switches.	_____	_____
4	1	LS	Contingency	\$7,500	\$7,500

**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

**TOTAL NET BID DELIVERED INSIDE** \_\_\_\_\_

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

(Rev. 9/95)

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

ADDITIONAL SPECIFICATIONS FOR THIS PROJECT

THIS IS A NEW YORK STATE PREVAILING WAGE JOB. REFER TO PRC# 2026012793

THE SCOPE OF WORK, WORK LOCATIONS, GENERAL REQUIREMENTS, SUBMITTALS, QUALIFICATIONS, WARRANTY, EQUIPMENT AND INSTALLATIONS, SUBSTITUTIONS, SYSTEM STARTUP AND TANK CLOSURE, INFORMATION CAN BE FOUND IN THE ATTACHED SPECIFICATIONS.

PLEASE REFER TO THE ENCLOSED DRAWINGS THAT HAVE BEEN PROVIDED WITH THE BID ALONG WITH THE SPECIFICATIONS.

THIS PROJECT WILL BE SUBJECT TO FUNDING AVAILABILITY AND THE COUNTY RESERVES THE RIGHT TO DELETE WORK FROM THE CONTRACT.

ALL CONTINGENCY FUNDS MUST BE APPROVED IN ADVANCE IN WRITING BY THE COUNTY ENGINEER.

A **PRE-BID MEETING** WILL BE HELD ON MAY 27, 2026 AT 9:30 A.M. ON SITE AT THE CORNER OF WILMUTH AVE AND WELL STREET IN THE CITY OF LACKAWANNA.

CONTRACTORS AND SUBCONTRACTORS SHALL BE REGISTERED WITH NEW YORK STATE PRIOR TO BIDDING ON PUBLIC WORK PROJECTS: <https://dol.ny.gov/contractor-and-subcontractor-registry-landing>

FOR QUESTIONS CONTACT:  
CHRISTOPHER FIUME, P.E., COORDINATOR-SEWER CONSTRUCTION PROJECTS, (716) 858-6586 or  
EMAIL ([CHRISTOPHER.FIUME@ERIE.GOV](mailto:CHRISTOPHER.FIUME@ERIE.GOV)).

**County of Erie**  
**DIVISION OF PURCHASE**  
**INSTRUCTIONS TO BIDDERS (FORMAL)**

1. BID SHALL BE SUBMITTED ON THESE COUNTY OF ERIE BID FORMS or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. ALL PAGES OF THIS BID DOCUMENT MUST BE RETURNED INTACT.
2. LATE PROPOSALS. Any bids received in the Erie County Division of Purchase after the date and time prescribed will not be considered for contract award.
3. EMERGENCY CLOSINGS. In the event the closing of certain County facilities and/or operations and/or services due to any flood, fire, fire drill, power failure, uncontrolled weather conditions or other cause beyond the Division of Purchase control, only bids received in the Division of Purchase prior to the date and time or postmarked as of the date prescribed will be considered for contract award.
4. ANY CHANGE IN WORDING OR INTERLINEATION BY A BIDDER OF THE INQUIRY AS PUBLISHED BY THE COUNTY OF ERIE shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.
5. THE COUNTY RESERVES THE RIGHT TO REJECT any and all bids, to accept either in whole or in part any one bid or combination of bids, as may be provided in the bid specifications, or to waive any informalities in bids. The County does not obligate itself to accept the lowest or any other proposal.
6. AWARD TO THE LOWEST RESPONSIBLE BIDDER. For the purpose of determining which bidder is the lowest qualified responsible bidder, it shall be the lowest three bidders' responsibility, within FIVE DAYS of being so notified by the Division of Purchase, to present information and documentation to the Division of Purchase, to satisfy the County that the bidder possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per bid specifications.
7. CONTRACT(S) OR PURCHASE ORDER(S) WILL BE AWARDED after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.
8. This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid:  
  
IT IS UNDERSTOOD BY THE PARTIES THAT THIS AGREEMENT SHALL BE EXECUTORY ONLY TO THE EXTENT OF THE MONIES AVAILABLE TO THE COUNTY OF ERIE AND APPROPRIATED THEREFOR, AND NO LIABILITY ON ACCOUNT THEREOF SHALL BE INCURRED BY THE COUNTY BEYOND THE MONIES AVAILABLE AND APPROPRIATED FOR THE PURPOSE THEREOF.
9. FAILURE TO MEET DELIVERY SCHEDULE as per accepted bid may result in legal action by the County of Erie to recover damages.
10. PRICES SHALL BE QUOTED F.O.B. DESTINATION AND DELIVERED INSIDE. "Tailgate delivery" will not be accepted unless specified by the County.
11. COLLECT TRANSPORTATION CHARGES WILL NOT BE PAID BY THE COUNTY. All freight, cartage, rigging, postage or other transportation charges shall be prepaid and included in the bid. There will be no additional charges for delivery.
12. NO TAXES ARE TO BE BILLED TO THE COUNTY. Bids shall not include any Federal, State, or local excise, sales, transportation, or other tax, unless Federal or State law specifically levies such tax on purchases made by a political subdivision. The County of Erie Purchase Order is an exemption certificate. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.
13. THE SUCCESSFUL BIDDER shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision of regulatory body which may apply to its performance under this contract.

## County of Erie

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14. GRATUITIES, ILLEGAL OR IMPROPER SCHEMES. The County may terminate this agreement if it is determined that gratuities in the form of entertainment, gifts or otherwise were offered or given by a vendor, his agent or representative to any County official or employee with a view towards securing favorable treatment with respect to the awarding of this bid or the performance of this agreement. The County may also terminate this agreement if it is determined that the successful bidder engaged in any other illegal or improper scheme promotive of favoritism or unfairness incidental to the bidding process or the performance of this agreement. In the event that it is determined that said improper or illegal acts occurred, the County shall be entitled to terminate this agreement and/or exercise any other remedy available to it under existing law.

15. INSURANCE shall be procured by the Successful Bidder before commencing work, no later than 14 days after notice of award and maintained without interruption for the duration of the Contract, in the kinds and amounts specified in Exhibit IC, unless otherwise stipulated in these Bid Specifications. IF THE INSURANCE IS NOT PROVIDED IN ACCEPTABLE FORM WITHIN THIS PERIOD OF TIME, THEN THE DIRECTOR OF PURCHASE MAY DECLARE THE VENDOR NONRESPONSIVE AND AWARD THE CONTRACT TO THE NEXT LOW RESPONSIBLE BIDDER.

CERTIFICATES OF INSURANCE shall be furnished by the successful bidder on Erie County Standard Insurance Certificate, Exhibit IC.

16. ANY CASH DISCOUNT which is part of bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. The County will not pay any interest charges, nor refund discount amounts taken after the discount period. If this is unsatisfactory, please quote net.

17. CHANGES IN THE WORK. The County may, as the need arises, through the Director of Purchase, order changes in the work through additions, deletions, or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and County through the Director of Purchase.

18. BID OFFERING MATERIAL OTHER THAN THAT OF SPECIFIED MANUFACTURER OR TRADE NAME will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. IF MATERIAL OR SERVICES OTHER THAN THOSE SPECIFIED IN THIS BID DOCUMENT ARE OFFERED, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Division of Purchase, sufficient detail is not presented as a part of the sealed bid to permit definitive evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Erie County of the item offered.
- (d) List of other installations.

20. ANY ADDITIONAL INFORMATION for which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

21. WORKMANSHIP MUST MEET WITH THE APPROVAL OF THE DEPARTMENT HEAD(S) INVOLVED, AND SHALL BE FIRST CLASS in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what stage of completion, may be rejected and shall be made good by the contractor at his own expense.

22. CONTRACTOR SHALL CLEAN UP and remove all debris and rubbish resulting from the work and leave the premises broom clean to the approval of the department head.

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23. THIS BID IS FIRM AND IRREVOCABLE for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Division of Purchase. Upon withdrawal of the bid pursuant to this paragraph, the Division of Purchase will forthwith return the bidder's security deposit.

24. PRICES CHARGED TO THE COUNTY OF ERIE are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and automatically supply a copy of this contract within five days after notification of award.

25. PRICE IS FIRM. The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

26. EXTENSION OF PRICE PROTECTION. Any contract entered into pursuant to this bid to supply the County's requirements of goods and/or services for a definite period of time as stated in the attached specifications may be extended for not more than two successive periods of equal length at the same bid price upon the mutual agreement of the successful bidder and the County. All extensions shall be submitted in writing and shall have prior approval by the County of Erie, Director of Purchase.

27. IN EXECUTING THIS BID, THE BIDDER AFFIRMS that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

28. ACCOUNTABILITY. The undersigned shall be fully accountable for his or its performance under this bid, or any contract entered into pursuant to this bid, and agrees that he, or its officers, will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had, done or omitted in connection therewith if called before any Judicial, County or State officer or agency empowered to investigate the contract or his performance.

29. TERMINATION OF CONTRACT:

a. At its option, the County may at any time for any reason terminate this agreement and the Contractor shall immediately cease all work under the agreement upon receipt of written notice of such termination from the County.

b. In the event of termination for any reason other than the fault of the Contractor, or the nonavailability of funds as provided in the above Executory Clause, the Contractor shall be paid the amount due to date of termination, and all reasonable expenses caused by such termination.

30. THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED SHALL INDEMNIFY AND HOLD HARMLESS the County of Erie and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

31. STATUS AS AN INDEPENDENT CONTRACTOR: The successful Bidder to whom the bid is awarded and the County agree that the Bidder and its officers, employees, agents, contractors, subcontractors and/or consultants are independent contractors and not employees of the County or any department, agency or unit thereof. In accordance with their status as independent contractors, the Bidder covenants and agrees that neither the Bidder nor any of its officers, employees, agents, contractors, subcontractors and/or consultants will hold themselves out as, or claim to be, officers or employees of the County or any department, agency or unit thereof.

32. GOVERNED BY NEW YORK LAW: This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that for any cause of action arising out of this Agreement shall be brought in the County of Erie.

(Rev. 04/09)

# County of Erie

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

FIRM NAME \_\_\_\_\_

ADDRESS OF PRINCIPAL OFFICE STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

Check one: CORPORATION \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_

INCORPORATED UNDER THE LAWS OF THE STATE OF \_\_\_\_\_

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

YES \_\_\_\_\_ NO \_\_\_\_\_

TRADE NAMES: \_\_\_\_\_

ADDRESS OF LOCAL OFFICE STREET \_\_\_\_\_

CITY \_\_\_\_\_

AREA CODE \_\_\_\_\_ PHONE \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____
_____	_____



# County of Erie

DIVISION OF PURCHASE

## **ASSIGNMENT OF PUBLIC CONTRACTS**

### GENERAL MUNICIPAL LAW - Section 109:

1. A clause shall be inserted in all specifications of contracts hereafter made or awarded by an officer, board or agency of a political subdivision, or any district therein, 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.
2. 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, without the previous written consent specified in subdivision one (1) 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 may be, and such officer, board or agency shall be relieved and discharged from 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 assignee, transferee or sublessee shall forfeit and lose all monies, 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 the State.

NO ASSIGNMENT OF ANY AGREEMENT pursuant to this bid shall be made without specific prior approval, in writing, by the Erie County Director of Purchase.

(Rev. 12/01/93)



# COUNTY OF ERIE

## DIVISION OF PURCHASE

### PURCHASES BY OTHER LOCAL GOVERNMENTS OR SPECIAL DISTRICTS

The Erie County Legislature has adopted the following resolution for the purpose of allowing the following-named local governmental or school districts to make purchases through the County bidding procedures.

Under the following conditions, the Director of Purchase may make purchasing services available to the following 88 participants:

1. When in the opinion of the Director of Purchase it will not create any burden or hardship upon the County and the anticipated prices will not be adversely affected thereby, the Director is authorized when he deems appropriate and as may be requested by the participants to provide in any particular County bid specification that the participants in Erie County shall have the right to make purchases based upon the bids received by the County.
2. The County Purchase Director, within the limits of his time and manpower, shall disseminate relevant contract information to the participants.
3. The participants in County contracts will issue purchase orders directly to vendors within the specified contract period referencing the County contract involved and be liable for any payments due on such purchase orders.

Bidders shall take notice that as a condition of the award of a County contract pursuant to these specifications, the successful bidder agrees to accept the award of a similar contract with any of the participants in Erie County if called upon to do so. The County, however, will not be responsible for any debts incurred by participants pursuant to this or any other agreement.

Necessary deviations from the County's specifications in the award of a participant's contract, particularly as such deviations may relate to quantities or delivery point, shall be a matter to be resolved between the successful bidder and participants. All inquiries regarding prospective contracts shall be directed to the attention of:

AKRON CENTRAL SCHOOL DISTRICT, District Clerk, 47 Bloomingdale Ave., Akron, NY 14001  
 AKRON VILLAGE OF, Clerk-Treasurer, 21 Main St., Akron, NY 14001  
 ALDEN CENTRAL SCHOOL DISTRICT, District Clerk, 13190 Park St., Alden, NY 14004  
 ALDEN TOWN OF, Town Clerk, Town Hall, 11901 Broadway, Alden, NY 14004  
 ALDEN VILLAGE OF, Village Clerk, 13336 Broadway, Alden, NY 14004  
 AMHERST CENTRAL SCHOOL DISTRICT, Business Manager, 4301 Main St., Amherst, NY 14226  
 AMHERST TOWN OF, Highway Superintendent, Town Hall, 5583 Main St., Williamsville, NY 14221  
 AMHERST TOWN OF, Town Supervisor, Town Hall, 5583 Main St., Williamsville, NY 14221  
 ANGOLA VILLAGE OF, Clerk-Treasurer, 41 Commercial St., Angola, NY 14006  
 AURORA TOWN OF, Town Clerk, Town Hall, 5 S. Grove St., E. Aurora, NY 14052  
 BLASDELL VILLAGE OF, Clerk-Treasurer, 121 Miriam St., Blasdell, NY 14219  
 BOCES, ERIE #1, Clifford N Crooks Svc. Ctr., 355 Harlem Rd. West Seneca NY 14224-1892  
 BOCES, ERIE CATTARAUGUS #2, Assistant Superintendent, 3340 Baker Rd., Orchard Park, NY 14127  
 BOSTON TOWN OF, Town Clerk, Town Hall, 8500 Boston State Rd., Boston, NY 14025  
 BRANT TOWN OF, Town Clerk, Town Hall, Brant North Collins Rd., Brant, NY 14027  
 BUFFALO BOARD OF EDUCATION, Purchasing Agent, 408 City Hall, Buffalo, NY 14202  
 BUFFALO CITY OF, Division of Purchasing, 1901 City Hall, Buffalo, NY 14202  
 BUFFALO MUNICIPAL HOUSING AUTHORITY, 300 Perry St., Buffalo, NY 14204-2299  
 BUFFALO SEWER AUTHORITY, General Manager, 1038 City Hall, Buffalo, NY 14202-3378  
 CHEEKTOWAGA CENTRAL SCHOOL DISTRICT, 3600 Union Rd., Cheektowaga, NY 14225  
 CHEEKTOWAGA-MARYVALE UNION FREE SCHOOL DISTRICT, District Clerk, 1050 Maryvale Dr., Cheektowaga, NY 14225-2386  
 CHEEKTOWAGA-SLOAN UNION FREE SCHOOL DISTRICT, District Clerk, 166 Halstead Ave., Sloan, NY 14212-2295  
 CHEEKTOWAGA TOWN OF, Town Hall, Broadway & Union Rds., Cheektowaga, NY 14227  
 CLARENCE CENTRAL SCHOOL DISTRICT, Business Administrator, 9625 Main St., Clarence, NY 14031-2083  
 CLARENCE TOWN OF, Town Clerk, 1 Town Place, Clarence, NY 14031  
 CLEVELAND HILL FIRE DISTRICT NO. 6, Secretary, 440 Cleveland Dr., Cheektowaga, NY 14225  
 CLEVELAND HILL U.F.S.D. @ CHEEKTOWAGA, Business Manager, 105 Mapleview Dr., Cheektowaga, NY 14225

COLDEN TOWN OF, Deputy Town Clerk, Town Hall, S-8812 State Rd., Colden, NY 14033  
 COLLINS TOWN OF, Supervisor, Town Hall, P.O. Box 420, Collins, NY 14035  
 CONCORD TOWN OF, Town Clerk, Town Hall, Springville, NY 14141-0187  
 DEPEW UNION FREE SCHOOL DISTRICT, District Clerk, 591 Terrace Blvd., Depew, NY 14043  
 DEPEW VILLAGE OF, Village Clerk, Municipal Building, 85 Manitou St., Depew, NY 14043  
 EAST AURORA VILLAGE OF, Village Clerk, Village Hall, 571 Main St., East Aurora, NY 14052  
 EDEN TOWN OF, Town Clerk, 2795 East Church St., Eden, NY 14057  
 EGGERTSVILLE FIRE DISTRICT, Secretary/Treasurer, 1880 Eggert Rd., Eggertsville, NY 14226-2233  
 ELLWOOD FIRE DISTRICT #1, Secretary, Town of Tonawanda, 1000 Englewood Ave., Kenmore, NY 14223  
 ELMA TOWN OF, Town Clerk, Town Hall, 1600 Bowen Rd., Elma, NY 14059  
 ERIE COUNTY MEDICAL CENTER, 462 GRIDER STREET, BUFFALO, NY 14215  
 ERIE COMMUNITY COLLEGE, South Campus Business Office, 4041 Southwestern Blvd., Orchard Park, NY 14127-2199  
 ERIE COUNTY WATER AUTHORITY, Central Processing, 3030 Union Rd., Buffalo, NY 14227  
 EVANS TOWN OF, Town Clerk, 42 N. Main St., Angola, NY 14006  
 FARNHAM VILLAGE OF, Village Clerk-Treasurer, 526 Commercial St., Farnham, NY 14061  
 FORKS FIRE DISTRICT #3, Commissioner, Town Cheektowaga, 3330 Broadway, Cheektowaga, NY 14227  
 GOWANDA VILLAGE OF, Clerk/Treasurer, 27 East Main St., Gowanda, NY 14070  
 GRAND ISLAND CENTRAL SCHOOL DISTRICT, District Clerk, 1100 Ransom Rd., Grand Island, NY 14072  
 GRAND ISLAND TOWN OF, Town Clerk, 2255 Baseline Rd., Grand Island, NY 14072  
 HAMBURG TOWN OF, Town Clerk, S-6100 S. Park Ave., Hamburg, NY 14075  
 HAMBURG VILLAGE OF, Village Clerk/Treasurer, 100 Main St., Hamburg, NY 14075  
 HOLLAND FIRE DISTRICT #1, Town of Holland, Holland, NY 14080  
 HOLLAND TOWN OF, Town Clerk, 47 Pearl St., Holland, NY 14080  
 HOPEVALE UNION FREE SCHOOL DISTRICT, District Clerk, 3780 Howard Rd., Hamburg, NY 14075  
 IROQUOIS CENTRAL SCHOOL DISTRICT, Girdle Rd., Elma, NY 14059  
 KENILWORTH FIRE DISTRICT #2, Commissioner, Tn. Tonawanda, 84 Hawthorne Ave., Buffalo, NY 14223  
 KENMORE-TN OF TONAWANDA UNION FREE SCHOOL DISTRICT, District Clerk, 1500 Colvin Blvd., Buffalo NY 14223  
 KENMORE VILLAGE OF, Village Clerk-Treasurer, Municipal Building, Kenmore, NY 14217  
 LACKAWANNA CITY OF, City Clerk, Lackawanna City Hall, 714 Ridge Rd., Lackawanna, NY 14218  
 LAKE VIEW FIRE DISTRICT, Fire Commissioner, Lakeview & Burke Roads, Lake View, NY 14085  
 LANCASTER TOWN OF, Town Clerk, 21 Central Avenue, Lancaster, NY 14086  
 LANCASTER VILLAGE OF, Clerk-Treasurer, Municipal Building, 5423 Broadway, Lancaster, NY 14086  
 MARILLA TOWN OF, Marilla Town Hall, 1740 Two Rod Rd., Marilla, NY 14102  
 MONROE ONE BOCES, Educational Services, 41 O'Connor Rd., Fairport, NY 14450  
 NEWSTEAD TOWN OF, Town Clerk, Town Hall, P.O. Box 227, Akron, NY 14001  
 NIAGARA FRONTIER TRANSPORTATION AUTHORITY, 181 Ellicott St., Buffalo, NY 14205  
 NORTH COLLINS TOWN OF, Town Clerk 2015 Spruce St., North Collins, NY 14111  
 NORTH COLLINS VILLAGE OF, Village Clerk, 10543 Main St., North Collins, NY 14111  
 ORCHARD PARK CENTRAL SCHOOL DISTRICT, Asst. Supt. Bus. & Support Svcs. 3330 Baker Rd., Orchard Park, NY 14127  
 ORCHARD PARK TOWN OF, Town Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
 ORCHARD PARK VILLAGE OF, Clerk, Municipal Bldg., 4295 S. Buffalo St., Orchard Park, NY 14127  
 SARDINIA TOWN OF, Town Clerk, Town Hall, Savage Rd., Sardinia, NY 14134  
 SHERIDAN PARK FIRE DISTRICT NO. 4, Secretary, 738 Sheridan Dr., Tonawanda, NY 14150  
 SLOAN VILLAGE OF, Clerk Treasurer, 425 Reiman St., Sloan, NY 14212  
 SNYDER VOL. FIRE DEPT., Fire Commissioner, 4531 Main Street, Snyder, NY 14226  
 SOUTH LINE FIRE DISTRICT #10, Fire Commissioner, 1049 S. French Rd., S. Cheektowaga, NY 14227  
 SOUTH WALES FIRE DISTRICT #1, Secretary/Treasurer, P.O.Box 94, South Wales, NY 14139  
 SPRING BROOK FIRE DISTRICT #1, Secretary, P.O. Box 97, Spring Brook, NY 14140  
 SPRINGVILLE VILLAGE OF, Clerk Treasurer, Village Office, 5 W. Main St., Springville, NY 14141  
 SUNY ERIE COMMUNITY COLLEGE, 6205 Main St., Williamsville, NY 14221  
 SWEET HOME CENTRAL SCHOOL DISTRICT, Director Finance & Plant Svcs., 1901 Sweet Home Rd., Amherst, NY 14228  
 TONAWANDA CITY OF, Mayor, 200 Niagara St., Tonawanda, NY 14150  
 TONAWANDA CITY OF, Superintendent, 150 Fillmore Avenue, Tonawanda, NY 14150  
 TONAWANDA CITY SCHOOL DISTRICT, District Clerk, 100 Hinds St., Tonawanda, NY 14150-1815  
 TONAWANDA TOWN OF, Town Clerk, Municipal Building, Kenmore, NY 14217  
 U-CREST FIRE DISTRICT #4, Fire Commissioner, 255 Clover Place, Cheektowaga, NY 14225  
 UNION FREE SCHOOL DISTRICT, Dist. Clerk, Tn. Tonawanda, 1500 Colvin Blvd., Kenmore, NY 14223  
 WALDEN FIRE DISTRICT #2, Fire Commissioner, 20 Pine Ridge Road, Cheektowaga, NY 14211  
 WALES TOWN OF, Town Clerk, Big Tree Rd., Wales Center, NY 14169  
 WEST SENECA CENTRAL SCHOOL DISTRICT, District Treasurer, 1397 Orchard Park Rd., West Seneca, NY 14224-4098  
 WEST SENECA FIRE DISTRICT #4, Fire Commissioner, 100 Lein Rd., West Seneca, NY 14224  
 WEST SENECA FIRE DISTRICT #5, Fire Commissioner, 2801 Seneca St., West Seneca, NY 14224  
 WEST SENECA TOWN OF, Town Clerk, 1250 Union Road, West Seneca, NY 14224  
 WILLIAMSVILLE CENTRAL SCHOOL DISTRICT, District Clerk, 105 Casey Rd, PO Box 5000, East Amherst NY 14051  
 WILLIAMSVILLE VILLAGE OF, 5565 Main St., Williamsville, NY 14231-1557  
 WYOMING, COUNTY OF, Office of the Board of Supervisors, 143 N Main St., Warsaw, NY 14569



# County of Erie

## DIVISION OF PURCHASE CONSTRUCTION/RECONSTRUCTION CONTRACTS

### 1. DISCRIMINATION. The successful bidder agrees:

(a) that 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, sex 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) that 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, sex or national origin;

(c) that there may be deducted from the amount payable to the contractor by the County of Erie under this contract a penalty of fifty 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) that this contract may be cancelled or terminated by the County of Erie and all monies 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.

(N.Y. State Labor Law Article 8 Section 220-e)

(f) Provisions of the State Law Against Discrimination also prohibit discrimination in employment because of age.

### 2. CONSTRUCTION, RECONSTRUCTION, OR REPAIR CONTRACTS FOR PUBLIC WORKS FACILITIES are subject to minimum wage rates, as established by the State of New York Department of Labor. The successful bidder on any contract for public works to which the provisions of the New York State Labor Law Article 8 apply agrees that:

(a) 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 the 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 cases of extraordinary emergency including fire, flood or danger to life or property.

(Section 220, subd. 2, N.Y. State Labor Law)

(b) Each laborer, workman or mechanic employed by the contractor, subcontractor or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be paid not less than the hourly minimum rate of wage and provided supplements not less than the prevailing supplements as designated by the New York State Industrial Commission.

(Section 220, subd. 3, N.Y. State Labor Law)

Wage and supplement rates are on file in the Division of Purchase.

### 3. AFFIRMATIVE ACTION PROGRAM AFFECTING CONSTRUCTION CONTRACTS. The Erie County Legislature has adopted a resolution directing that County Construction Contracts require the contractor to take affirmative action to secure equal opportunity for minority group workers and to comply with the Affirmative Action Program of the County of Erie. The Legislative resolution provides that a contract for the purchase of equipment involving installation work by building trade employees shall be considered a construction contract if the number of such employees on the job site shall at any time exceed ten (10). If the contractor intends to have more than ten (10) such employees on the job site at any one time, it shall be the contractor's obligation to make a written request to the Director of the Division of Purchase for a copy of the special conditions pertaining to affirmative action. The contractor shall not, at any time, place more than ten (10) such employees on the job site except in compliance with the said resolution and the said special conditions.

ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NY 14202 (716) 858-6395



# County of Erie

DIVISION OF PURCHASE

## **BID BOND (FORMAL BID)**

BID BOND OR CERTIFIED CHECK FOR \$ ----- OR FOR 10% OF THE TOTAL BID MUST BE SUBMITTED WITH THE BID. The undersigned agrees that the bid security may be retained by the County until contracts have been signed and Performance Bonds have been delivered to the County, except as provided in Paragraph 23, in the Invitation to Bid. SHOULD THE SUCCESSFUL BIDDER TO WHOM THE BID IS AWARDED FAIL TO EXECUTE THE AGREEMENT SUBMITTED BY THE COUNTY IN ACCORDANCE WITH THE FORMAL BID AND OTHER CONTRACT DOCUMENTS AND TO FURNISH THE REQUIRED PERFORMANCE BOND WITHIN FOURTEEN (14) CALENDAR DAYS AFTER THE NOTICE OF AWARD, THE CERTIFIED CHECK OR THE BID BOND AMOUNT SHALL BE FORFEITED TO THE COUNTY AS LIQUIDATED DAMAGES CAUSED BY SUCH FAILURE.

(Rev. 4/1/93)

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



# County of Erie

DIVISION OF PURCHASE

## STANDARD AGREEMENT

This AGREEMENT, made as of the \_\_\_\_\_

by and between \_\_\_\_\_

of \_\_\_\_\_

herein after referred to as the Contractor, and the County of Erie, a municipal corporation of the State of New York, hereinafter referred to as the County:

WHEREAS, in accordance with public open competitive bidding, sealed proposals were received and publicly opened by the County of Erie, Division of Purchase

on \_\_\_\_\_ at \_\_\_\_\_

for: \_\_\_\_\_

WHEREAS, the bid of the Contractor submitted in accordance therewith, the sum of \_\_\_\_\_,

was the lowest responsible bid submitted; and

WHEREAS, a contract is hereby awarded to the Contractor by the County, in accordance with the provisions therein contained; and

WHEREAS, the Notice to Bidders and Specifications make provisions for entering into a proper and suitable contract in connection therewith;

NOW, therefore, the Contractor does hereby for its heirs, executors, administrators and successors agree with the County of Erie that, the Contractor shall for the consideration mentioned, and in the manner set forth in Accepted Invitation to Bid No. \_\_\_\_\_, Specifications and Provisions of Law annexed hereto and forming a part of this contract, furnish the equipment and materials and perform the work and services described in the Accepted Bid for the above sum.

\_\_\_\_\_ Paid monthly upon presentation of invoices.

\_\_\_\_\_ Upon delivery, completion and approval of the  
work, as per specifications.

Please refer to the Invitation to Bid (Page 1) and the Instructions to Bidders which are part of this agreement.

IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

CONTRACTOR: \_\_\_\_\_

by \_\_\_\_\_ by \_\_\_\_\_  
Director of Purchase

Date \_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

APPROVED AS TO FORM

\_\_\_\_\_  
Assistant County Attorney  
County of Erie, New York

Date \_\_\_\_\_

**County of Erie**  
**DIVISION OF PURCHASE**  
**NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

**NOTICE**  
(Penal Law, Section 210.45)

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

**BID NOT ACCEPTABLE WITHOUT FOLLOWING CERTIFICATION:**

Affirmed under penalty of perjury this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

TERMS \_\_\_\_\_ DELIVERY DATE AT DESTINATION \_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

\_\_\_\_\_ ZIP \_\_\_\_\_

AUTHORIZED SIGNATURE \_\_\_\_\_

TYPED NAME OF AUTHORIZED SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_ TELEPHONE NO. \_\_\_\_\_

**COUNTY OF ERIE**  
DIVISION OF PURCHASE

**MBE/WBE/SDVOB COMMITMENT CONSTRUCTION/MAINTENANCE SERVICES**

The Erie County Legislature enacted Local Law No. 5, which requires a commitment to utilizing Minority and Women-owned businesses (MWBE) by persons or firms contracting with the County of Erie for construction and maintenance services. This commitment was updated via Local Law No. 1 (2022). Additionally, the Erie County Legislature enacted Local Law No. 3 (2023), ensuring Service-Disabled Veteran-Owned businesses (SDVOB) have greater participation in Erie County Contracts.

**SECTION 1.**

The following provisions shall be inserted in, and made a condition of all bid specifications or requests for proposals prepared or administered by the Erie County Department of Public Works, Erie County Department of Parks, Recreation and Forestry, and/or the Erie County Department of Environment and Planning (including its Division of Sewage Management) and advertised after the effective date of this local law for any contract estimated by the County to exceed \$100,000 in cost (the "Construction Provision").

**A. Minority and Women Business Enterprise Utilization Commitment:**

Contractors awarded a contract by the County in a value of **\$100,000** or greater shall take action to create equal economic opportunity by utilizing bona fide MWBE and/or SDVOB for subcontracting on County projects.

Such equal economic opportunity action shall include, but not be limited to:

- (1) Utilizing a source list of MWBE and SDVOB compiled by the County or the State of New York;
- (2) Solicitation of bids from MWBE and SDVOB, particularly those located in Erie, Niagara, Cattaraugus and Chautauqua Counties;
- (3) Giving MWBE and SDVOB sufficient time to submit proposals in response to County solicitations;
- (4) Maintaining records showing MWBE and SDVOB and specific efforts to identify and award contracts to these entities; and
- (5) A goal of awarding a certain percentage of the total dollar value of the contract to MWBE and SDVOB, which shall be promulgated by the Director of the Division of Equal Employment Opportunity (DEEO) in accordance with the findings of the Erie County Disparity Study and in accordance with Section 11 of this local law.

**B.** Where the MWBE or SDVOB is a supplier, a credit of sixty percent (60%) of the dollar value of the subcontract between the MWBE or SDVOB and the contractor shall be awarded towards the fulfillment of the appropriate goal as set forth above, unless the supply budget for the overall project accounts for seventy-five percent (75%) or more of the total project budget, and in that instance a credit of one hundred percent (100%) of the dollar value of the subcontract between the MWBE or SDVOB and the contractor shall be awarded towards the fulfillment of the appropriate goal.

For the purposes of this provision, an MWBE or SDVOB shall be considered a 'supplier' when it assumes actual and contractual responsibility to furnish supplies or materials and is the manufacturer of those supplies or materials; or is recognized by the manufacturer involved as a distributor of its supplies or materials; and owns or leases a facility which is necessary and customary to carry out the purported function of the business; and distributes, delivers and services the supplies or materials with its own employees.

**C.** Where the MWBE or SDVOB performs a sales function, which is customarily performed as a distinct and necessary part of the supply process, the credit shall be the exact dollar value of the broker fees or the exact percentage of the markup on the product on a subcontract between the MWBE or SDVOB and the contractor. The sales credit will be awarded toward the fulfillment of the appropriate goal. Where the MWBE or SDVOB performs a function or service, which is commercially unnecessary, such as acting as a passive conduit in the supply process, or duplicating a service provided by others in the same supply chain from manufacturer to purchaser, no credit will be granted toward the appropriate goal.

A goal of awarding at least ten percent (10%) of the total dollar value of the contract to MBE, at least two percent (2%) of the total dollar value of the contract to WBE, and at least six percent (6%) of the total dollar value of the contract to SDVOB or, for those contracts governed by federal or state regulations with respect to MBE, WBE and/or SDVOB hiring the prevailing percentage set forth therein, whichever is higher, subject to waiver as provided below.

D. Each Contractor bidding on a County contract shall submit to the County, with the bid, a list of all MWBE and/or SDVOB with whom the Contractor has signed a binding contractual agreement, or is presently negotiating an agreement, for the purposes of meeting the minority and women business enterprise utilization goal provided for in section A(5) of this law. Such a list *must be signed by the MWBE and/or SDVOB* with whom the Contractor is seeking to utilize. A Contractor's bid shall not be considered where the contractor fails to submit such a signed list of MWBE or SDVOB as provided herein. A Contractor's bid shall not be considered where examination of said list of MWBE or SDVOB evidences failure by the contractor to comply with the equal economic opportunity action requirements provided for herein, except that the County may, upon written request by the contractor, grant a complete or partial waiver of the provisions when the availability of MWBE or SDVOB in the market area of the project is less than the goals above. Upon a written request by the Contractor, the County, through its Erie County DEEO, may grant a complete or partial waiver of the requirement for subcontracting with an MWBE or SDVOB when an MWBE or SDVOB for the project is not available; *if an appropriate, fully executed request for waiver and good faith effort log is submitted.*

E. As evidence of compliance with the goals set forth in this law, within fifteen (15) business days of the bid opening, the contractor shall submit to the County a schedule for MWBE or SDVOB participation, including the name(s) of the MWBE and/or SDVOB with whom the contractor intends to subcontract, specifying the agreed-upon price to be paid for such work, and identifying in detail the Contractor item(s) or parts to be performed by each MWBE or SDVOB. A letter of intent to enter into a subcontract or purchase agreement, contingent upon contract award by the County, and indicating the agreed-upon price and scope of work shall be provided, signed by both the contractor and the MWBE or SDVOB.

F. As evidence of compliance with the goals set forth in this law, the Contractor shall provide to the County copies of all subcontracts and/or purchase agreements with MWBE or SDVOB for the contract within fifteen (15) business days of the contract award. A notice to proceed with construction shall not be issued until the County receives such documentation.

G. As evidence of compliance with the goal set forth in this law, when the project is thirty percent (30%) complete, the Contractor shall submit a list of the MWBE or SDVOB with whom the contractor has entered into a binding agreement for subcontracting under this contract to the County. The same information is required when the project is at seventy-five percent (75%) completion and a final accounting must accompany the final payment request to the County.

H. Failure to comply in good faith with the provisions set forth herein shall constitute a breach of the contract, subject to all remedies available to the County, including but not limited to the assessment of liquidated damages or other contractual penalties, as reasonable and appropriate.

I. In the event of non-compliance with subparagraphs D, E, and F provisions by a successful low bidder Contractor, the County has the discretion to proceed with negotiations with the next two lowest or qualified bidders.

J. All appropriate goals, ownership status, and compliance with the provisions of this law shall be certified by the Erie County DEEO after review of appropriate documents and investigation.

For the purpose of this section, the following terms mean:

"Minority Business Enterprise" (MBE) shall mean a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a minority group member, or in the case of a publicly owned business, at least 51 % of all stock is owned by minority group members. For the purposes of this provision, a minority group member is a person who is a citizen or permanent resident alien of the United States who is African-American, Hispanic, Latino, Asian-American, or Native American.

"Women-owned Business Enterprise" *Women Business Enterprise* ("WBE") shall mean a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a woman or women, or in the case of a publicly owned business, at least a woman or women own 51 % of all stock of the entity.

"Minority or Women-owned Business Enterprise" *Minority-Women Business Enterprise* ("MWBE") shall mean a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a minority group member, or in the case of a publicly owned business, at least 51 % of all stock is owned by minority group members. For the purposes of this provision, a minority group member is a person who is a citizen or permanent resident alien of the United States who is African-American, Hispanic, Latino, Asian-American, or Native American or a for-profit business, which performs a commercially useful function, which is at least fifty one percent (51 %), owned by a woman or women, or in the case of a publicly owned business, at least a woman or women own 51 % of all stock of the entity.

"Service-Disabled Veteran-Owned business" (SDVOB) shall mean a business which has been certified by the New York State under the New York Service-Disabled Veteran-Owned Business Act.

NOTE:

It is the prime vendor's responsibility to obtain MBE/WBE/SDVOB vendors and **NOT** the County of Erie. However, some vendors may be obtained from:

Director  
Erie County Division of Equal Employment Opportunity (EEO)  
95 Franklin Street  
9<sup>th</sup> Floor  
Buffalo, New York 14202  
(716) 858-7542

BID WILL NOT BE CONSIDERED IF THIS FORM IS NOT SUBMITTED WITH BID AS REQUIRED, REGARDLESS OF THE BID AMOUNT. EVERYTHING WITH A \* IS REQUIRED.

\*BID NO.: \_\_\_\_\_  
 \*BID DATE: \_\_\_\_\_

**ERIE COUNTY MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED  
 VETERAN-OWNED BUSINESS UTILIZATION REPORT- PART A**

\*COMPANY: \_\_\_\_\_  
 \*AUTHORIZED REPRESENTATIVE (PRINT): \_\_\_\_\_  
 \*ADDRESS: \_\_\_\_\_  
 \*TELEPHONE NUMBER: \_\_\_\_\_  
 \*EMAIL ADDRESS: \_\_\_\_\_  
 \*PROJECT NAME & BID NUMBER \_\_\_\_\_

I. \*List actions taken to identify, solicit, and contact Minority Business Enterprise (MBE), Women Business Enterprise (WBE) & Service-Disabled Veteran-Owned Business (SDVOB) to bid on subcontracts for this project.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

Check here if the business is self-contained and applying for full or partial waiver.

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

MBE/WBE/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	--------------------	-----------------------	------------------------	----------------------	--------------------------------------

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY, STATE: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 IRS #: \_\_\_\_\_

YES  
  
  
  
  
  
  
NO

MBE/WBE/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	--------------------	-----------------------	------------------------	----------------------	--------------------------------------

NAME: \_\_\_\_\_  
 ADDRESS: \_\_\_\_\_  
 CITY, STATE: \_\_\_\_\_  
 TELEPHONE: \_\_\_\_\_  
 IRS #: \_\_\_\_\_

YES  
  
  
  
  
  
  
NO

MBE/WBE/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	--------------------	-----------------------	------------------------	----------------------	--------------------------------------

NAME: \_\_\_\_\_

YES

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

NO

IRS #: \_\_\_\_\_

MBE/WBE/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	--------------------	-----------------------	------------------------	----------------------	--------------------------------------

NAME: \_\_\_\_\_

YES

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

NO

IRS #: \_\_\_\_\_

MBE/WBE/SDVOB OWNED FIRMS	SUPPLY/ SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
---------------------------	--------------------	-----------------------	------------------------	----------------------	--------------------------------------

NAME: \_\_\_\_\_

YES

ADDRESS: \_\_\_\_\_

CITY, STATE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

NO

IRS #: \_\_\_\_\_

ERIE DEPARTMENT OF PURCHASING  
OFFICE OF THE DIRECTOR

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

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_

IV. Total Dollar Amount to be subcontracted to:

Minority Business Enterprise(s) \$ \_\_\_\_\_

Women Business Enterprise(s). (if applicable) \$ \_\_\_\_\_

Service-Disabled Veteran-Owned Business(s). \$ \_\_\_\_\_

V. Total Amount of Bid \$ \_\_\_\_\_

VI. \*MBE Percent (%) of project bid: (EC goal is 10%) \_\_\_\_\_ %

\*WBE Percent (%) of project bid: (EC goal is 2%) \_\_\_\_\_ %

\*SDVOB Percent (%) of project bid: (EC goal is 6%) \_\_\_\_\_ %

VII. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE AND DOCUMENTS, INCLUDING RETURN RECEIPTS UPON LOW BIDDER STATUS TO EEO.

\_\_\_\_\_  
\*SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
\*DATE

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

\_\_\_\_\_  
NAME

\_\_\_\_\_  
DATE

**MBE/WBE/SDVOB UTILIZATION REPORT - PART B**

**FINAL CERTIFICATION OF EXPENDITURES TO MBE/WBE/SDVOB**

(To be completed by the prime vendor and submitted to the  
Erie County DEEO when contract is complete)

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

\*VENDOR: \_\_\_\_\_ \*BID NO. \_\_\_\_\_

MBE	TOTAL AMOUNT EXPENDED
WBE	TOTAL AMOUNT EXPENDED
SDVOB	TOTAL AMOUNT EXPENDED
TOTAL OF ALL MBE SUBCONTRACTS	\$ _____
TOTAL OF ALL WBE SUBCONTRACTS	\$ _____
TOTAL OF ALL SDVOB SUBCONTRACTS	\$ _____
AMOUNT OF CONTRACT (PRIME)	\$ _____
FINAL MBE PERCENTAGE	% _____
FINAL WBE PERCENTAGE	% _____
FINAL SDVOB PERCENTAGE	% _____

I \_\_\_\_\_, as an official representative of \_\_\_\_\_, do hereby certify that the information listed above is correct and complete.

\_\_\_\_\_  
\*SIGNATURE

\_\_\_\_\_  
\*TITLE

\_\_\_\_\_  
\*DATE

MAIL TO: Erie County DEEO  
95 Franklin Street  
9<sup>th</sup> Floor  
Buffalo, New York 14202

**PURCHASING WAIVER & RECOMMENDATION FORM**

**COMPANY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TELEPHONE NUMBER:** ( \_\_\_\_\_ ) \_\_\_\_\_ **BID NO.:** \_\_\_\_\_

- 1. Vendor has made a good faith effort to subcontract on this bid for which Minority-Owned Business Enterprise (“MBE”), Women-Owned Business Enterprise (“WBE”), and Service -Disabled Veteran Owned Business (“SDVOB”) bids could be solicited; and
- 2. The total percentage of the bid which could be subcontracted for which minority business enterprises bids could be solicited is less than 10% for MBE and/or 2% WBE, and/or 6% SDVOB.

A waiver as provided for by Erie County Local Law, is hereby requested on the grounds that there are no/insufficient **(circle the appropriate term)** MWBE and/or SDVOB **(circle the appropriate term)** enterprises in the market area of this bid.

**In order for your waiver request to be considered, you must submit a letter on company letterhead/stationary that provides a detailed explanation discussing the good faith efforts you made to meet the MWBE and /or SDVOB utilization goals and advising why MWBE and/or SDVOB solicitation cannot be achieved.**

**Please note that your waiver request will not be considered without receipt of the requested letter of explanation.**  
(Please attach your letter to this request)

**Is the organization self-contained:** [ ] Yes [ ] No

**Would subcontracting any portion of this project void a warranty for the County?** [ ] Yes [ ] No

**Is the work being completed considered specialty work that is unable to be completed by a third party?**  
[ ] Yes [ ] No (If yes, please include additional explanation in your attached letter.)

Please note: If a partial waiver is granted, the Vendor will make a good faith effort to meet the reduced goal.

\_\_\_\_\_  
**SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE** **DATE**

For Official Use Only

Granted in Whole: \_\_\_\_\_

Granted in Part: \_\_\_\_\_

Comments:

\_\_\_\_\_  
DIRECTOR OF DEEO **DATE**

COUNTY OF ERIE  
STANDARD INSURANCE REQUIREMENTS

Vendor Insurance Classification A: Contracts Involving Construction or Maintenance

1. The contractor shall obtain, at his own cost and expense, the following insurance coverages with insurance companies licensed in the State of New York and shall provide a certificate of insurance as evidence of such coverages on the County of Erie Standard Insurance Certificate.
  - A. Commercial General Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 per occurrence and \$2,000,000 general aggregate and \$2,000,000 Products – Completed Operation Aggregate. The coverage shall include:
    - Premises and Operations
    - Products and Completed Operations
    - Independent Contractors
    - Blanket Broad Form Contractual Liability (sufficient to cover all liability assumed under contracts with the County of Erie)
    - Broad Form Property Damage
    - Explosion, Collapse and Underground Hazards (x, c, u) must NOT be excluded.
  - B. Automobile Liability - with a minimum combined single limit of liability for Bodily Injury and Property Damage of \$1,000,000 each occurrence. The coverage shall include Owned, Hired, and Non-Owned Autos (Symbol "1" should be designated for Liability coverage on the Business Auto Policy).
  - C. Excess "Umbrella" Liability - with a minimum limit of \$5,000,000 each occurrence / \$5,000,000 aggregate.
  - D. Worker's Compensation and Employer's Liability - providing statutory coverage in compliance with the Worker's Compensation Law of the State of New York (Form C-105.2).
  - E. Disability Benefits - providing statutory coverage in compliance with the New York State Disability Benefits Law (Forms DB-120.1 or DB-155).

**Failure to maintain coverage herein shall constitute a material breach of this contract and the Contractor shall suspend all work immediately upon such lapse in coverage.**

2. Commercial General Liability, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie and any Board, Bureau, Commission or Agency thereof as additional insureds on ISO Form CG 2010 1185 Edition. Coverage should be provided on a primary and non-contributory bases. Designated Construction Project General Aggregate Limit Per Project Endorsement CG 2503 is required. Waiver of Subrogation is required on all lines in favor of Erie County.
3. All policies in which the County of Erie is named as an additional insured shall provide that:
  - A. 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.
  - B. The insurance shall apply separately to each insured (except with respect to the limit of the liability).
4. Prior to cancellation, non-renewal or material change of the above policies, at least forty-five (45) days advance written notice shall be given to the County of Erie, Department of Law, 95 Franklin Street, Room 1634, Buffalo, N.Y. 14202, and the Agency requesting the certificate.
5. All certificates of insurance shall be approved by the Erie County Department of Law prior to the inception of any work.
6. The "ACCORD" form certificate may be used in place of the Erie County Standard Insurance Certificate, provided that all of the requirements set forth in the instructions for the Erie County Standard Insurance Certificate are incorporated into the "ACCORD" form certificate.



### County of Erie Standard Insurance Certificate

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

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

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

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b>	<b>REVISION NUMBER:</b>
------------------	----------------------------	-------------------------

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS COMP/OP AGG \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DEDUCTIBLE \$ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N <input type="checkbox"/> N/A If yes describe under DESCRIPTION OF OPERATIONS below					WC STATU TORY LIMITS OTH ER \$ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)						

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

**X. FOR COUNTY USE ONLY:**

Name of County Dept. Requesting Certificate	_____
Purchase Order or Contact Number	_____
Vendor Insurance Classification	_____

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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

II. CERTIFICATES OF INSURANCE

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

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

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

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

IV. Minimum coverage with limits are as follows:

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

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

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

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

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

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

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

XI. Workers Compensation: State Workers' Compensation / Disability Benefits Law  
Use Applicable Certificates Below:

Workers Compensation Forms

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

DBL (Disability Benefits Law) Forms

CE-200	Exemption
DB-120.t	Insurers
DB-155	Self Insured

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



## County of Erie

### DIVISION OF PURCHASE

### **PERFORMANCE BOND**

The successful bidder or bidders whose proposal is accepted shall, within two weeks after notice of the award, enter into a contract with the County of Erie and furnish a performance bond running to the County of Erie in the Penal amount of **100 %** of the contract price, if the contract is based on a lump sum price, or 100% of the estimated cost if the contract is based on a unit price. Such bond to be approved by the County of Erie Department of Law and to be executed by the bidder as **PRINCIPAL** and by a duly incorporated company authorized to guarantee the performance of contracts and to do business in the State of New York as **SURETY**. The condition of said bond shall read to conform with the County of Erie Performance Bond format without exception, as per County of Erie Form Exhibit "PBI".

( Rev. 4/1/93)



# COUNTY OF ERIE

DIVISION OF PURCHASE

## PERFORMANCE BOND

BOND NO. \_\_\_\_\_

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

WHEREAS the above bounden PRINCIPAL has by written agreement dated \_\_\_\_\_, 19 \_\_\_\_\_  
entered into a contract with the OBLIGEE for \$ \_\_\_\_\_  
\_\_\_\_\_ which contract and documents included therein by reference is by reference made a part  
hereof (hereinafter called CONTRACT), covering the following project.

\_\_\_\_\_  
\_\_\_\_\_  
(Describe Project)

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

1. well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the OBLIGEE, with or without notice to the SURETY, and during the life of any guarantee required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreements of any and all modifications of said Contract that may hereafter be made, with or without notice to the SURETY.
2. promptly make payment to all persons having a direct Contract with the PRINCIPAL or with a subcontractor of the PRINCIPAL supplying labor and material in the prosecution of the work provided for in said Contract and any and all modifications of said Contract that may hereinafter be made, notice of which modifications to the SURETY being hereby waived:

then this obligation shall be void, otherwise to remain in full force and effect.

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

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

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
(PRINCIPAL)

By: \_\_\_\_\_  
President, Vice President, Secretary-Treasurer.,

\_\_\_\_\_  
(SURETY) (SEAL)

By: \_\_\_\_\_

EXECUTED POWERS OF ATTORNEY TO BE SUBMITTED WITH PERFORMANCE BOND.

NEW YORK STATE CERTIFIED APPRENTICESHIP  
TRAINING PROGRAM CERTIFICATION

**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 a minimum of 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.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
DATE

## Erie County Equal Pay Certification

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

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

\_\_\_\_\_  
Signature

### Verification

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

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

B)  
\_\_\_\_\_, being duly sworn, states that he or she is the Name of Corporate Officer \_\_\_\_\_, of \_\_\_\_\_, Title of Corporate Officer Name of Corporation the enterprise making the foregoing Certification, that he or she has read the Certification and knows its contents, that the statements and representations made in the Certification are true to his or her own knowledge, and that the Certification is made at the direction of the Board of Directors of the Corporation.

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_  
\_\_\_\_\_

---

CONFINED SPACE PROGRAM CERTIFICATION

This is to certify that \_\_\_\_\_ has  
(Company Name)

Established a Confined Space Program which conforms to OSHA 29 CFR Part 1910, as it may be amended. Furthermore, it is understood that full implementation of the contractor's Confined Space Program is a requirement of this contract.

By: \_\_\_\_\_  
Contractor's Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Business Name

\_\_\_\_\_  
Business Address

NEW YORK STATE PREVAILING WAGE

\*On contracts which are subject to New York Department of Labor Prevailing Wage laws and regulations, the contractor is required to submit certified payroll record every thirty (30) days after the issuance of your first payroll under this contract. Required forms are available at the New York Department of Labor's website <https://www.labor.state.ny.us/formsdocs/wp/pw12.pdf>.

This project's PRC# 2026012793.

In addition, if applicable, contractor is required to attach a copy of proof of completion of the OSHA 10 course to the first certified payroll submitted and on each succeeding payroll where any new or additional employee is first listed.

Records are to be submitted as directed in your award letter.

Failure to submit the legally required records will result in delayed payments.

**Certification Regarding Debarment And Suspension**

- 1) As required by Federal Executive Order 12549, and prescribed by federal regulations, including 48 C.F.R. Subpart 9.4, the Contractor certifies that it, and its principals:
  - (a) Are not presently disbarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
  - (b) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, including any violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a Government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (b) above; and
  - (d) Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
  
- 2) Where the Contractor is unable to certify to any of the statements in this paragraph, the Contractor shall attach an explanation to this certification.

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Business Name**

**Certification Regarding Drug-Free Workplace Requirements Grantees Other Than Individuals**

This certification is required by regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988, 41 U.S.C. § 701 et seq. See 48 C.F.R. Subpart 23.5.

The Contractor certifies that it will provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing a drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and,
  - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and,
  - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- (e) Notifying the agency within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;
- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted:
  - (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraph (a), (b), (c), (d), (e) and (f).

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Business Name**

**Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member or Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, A Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Date: \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Business Name**

**NOTE:** If Disclosure Forms are required, please contact: Mr. Will Sexton, Deputy Director, Grants and Contracts Management Division, Room 341F, HHH Building, 200 Independence Avenue, SW, Washington, D.C. 20201-0001

# EXHIBIT N – SPECIFIC CONTRACT CONDITIONS

## SECTION 01 11 13 WORK COVERED BY CONTRACT DOCUMENTS

### PART I – GENERAL

#### 1.1 SUMMARY

- A. This section includes a general listing of work items under the Contract. This listing is not meant to be inclusive of all items of work or what is required to accomplish the Work.
- B. The Work is located at Wilmuth Pumping Station in the City of Lackawanna at the intersection of Wilmuth Avenue and Well Street. Work shall be performed on property owned by the County of Erie or within public highway rights-of-way and/or easements obtained by the County of Erie.
- C. Related Sections:
  - 1. Section 01 14 17 – Coordination with Owner’s Operations
  - 2. Section 01 14 19 – Use of Site
  - 3. Section 01 20 13 – Lump Sum Measurement
  - 4. Section 01 20 16 – Lump Sum Payment
  - 5. Section 01 41 05 – Regulatory Requirements
  - 6. Section 01 45 05 – Quality Control
  - 7. Section 01 61 00 – Common Product Requirements
  - 8. Section 01 71 34 – Protection of the Work and Property

#### 1.2 INTENT

- A. The Contract Documents are complementary, are intended to cooperate and provide for, and include everything necessary for, the proper and complete orderly execution and finishing of the Work. Any work shown on the drawings concerning which there are no particular specification, or the omission from both drawings and specifications of express reference to any work which was intended under the Contract, shall not excuse or relieve Contractor or Subcontractor from furnishing the same. Work or materials described in words which have a well-known technical or trade meaning, shall be interpreted by such customary and recognized standard of meaning.
- B. It is understood that except as otherwise stated in the Contract Documents, Contractor shall provide and pay for all permits, materials, labor, tools, equipment, water, light, power, transportation, superintendence, temporary construction of every nature, and all other services and facilities of every nature necessary to execute, complete and deliver the Work.

- C. Contractor shall ask for clarification where details are not provided for any portion of the Work and for which the design intent cannot be ascertained.

### 1.3 SCOPE OF WORK

#### A. General Requirements

1. Work not identified in the detailed scope of work or bid item description, but nevertheless required, shall be performed as specified, shown or intended.
2. Refer to Sections 01 14 17 Coordination with Owner's Operations and 01 14 19 Use of Site for limitations while performing the Work at the site.
3. Refer to Section 01 31 13 Project Coordination (Single Prime) for coordination of the Work.
4. Refer to Sections 01 41 05 Regulatory Requirements, 01 61 00 Common Product Requirements, and 01 71 34 Protection of the Work and Property for addition requirements related to the Work.

#### B. The Work includes the following detailed scope:

1. Contractor to remove and dispose of existing make up air unit(s).
2. Contractor to provide and install new make up air unit(s) that meet or exceed technical specifications for indirect fired bent tube module(s) sized to provide similar output to existing units.
3. Contractor to provide and install new control system that integrates with the existing exhaust fans within the building and the three door switches. The control system shall include a temperature alarm and means for remote access through a digital cellular router. The control system shall allow for varying airflows depending on building occupancy status. The control system shall accommodate replacement of the make up air units in stages as the award is budget dependent and may only include one unit this year. (The remaining make up air unit would then be bid next year.)
4. Contractor to provide any new or replacement duct work required for new air unit(s).
5. Contractor to clean and coat I-beam stand for new air unit(s) to protect the stand and base of the new air unit.
6. Contractor to check, test, and perform startup on new make up air unit(s).

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 GENERAL

- A. Contractor shall furnish all labor, equipment and materials and shall perform all of the Work as shown in the Contract Documents and as directed by Engineer, tested in place and ready for use, in accordance with the obvious and expressed intent of the Contract to secure a complete installation. In general, the Work to be performed under each pay item is described in the Sections 01 20 13 Lump Sum Measurement and 01 20 16 Lump Sum Payment.
- B. The quality of workmanship and materials entering into the Work shall conform to the requirements of Section 01 45 05 Quality Control and the pertinent sections, clauses, paragraphs and sentences provided in the Contract Documents, whether or not direct reference to such occurs in this Summary of Work.

END OF SECTION

**SECTION 01 14 17  
COORDINATION WITH OWNER'S OPERATIONS**

PART 1 GENERAL

1.4 SUMMARY

- A. This section includes considerations to be taken when working on the Site containing Owner's operations. Owner's operations are critical to maintaining public health. Coordination is essential to minimize impact on those operations.
- B. Related Sections:
  - 1. Section 01 11 13 –Work Covered by Contract Documents
  - 2. Section 01 73 24 – Connections to Existing Facilities
- C. Refer to Section 01 11 13 Work Covered by Contract Documents / Section 01 12 13 Summary of Contracts for the general listing of the Work to be coordinated.

1.5 GENERAL

- A. The level of the coordination required is dependent on the type of operations involved. Types of operations are as follows:

1. Essential operations are operations performed by Owner that must be maintained throughout the entire period of construction or take priority over the Work in the Contract Documents. Limited interruption can be allowed for these operations.
2. Primary operations are operations performed by Owner at this site. Plans for interruptions to these operations are included in the design of this Project.
3. Intermittent operations are operations performed by Owner that occur at intervals and that may become essential under certain conditions.

B. Interruptions to Owner's Operations

1. Interruptions to operations or services must be scheduled and approved in advance. At least three working days of written notice is required prior to work.
2. Owner's representative must be present for all work performed during any interruptions to services.

1.6 OPERATIONS

A. The following Essential Operations take place at the Site:

1. Conveyance of wastewater.

B. The following Primary Operations take place at the Site:

1. Conveyance of wastewater.

1.7 SEPARATION

- A. Contractor must provide physical separation between the Work and Owner's existing operations to the greatest extent possible.
- B. Where separation is not possible, Contractor shall provide provisions for Owner's operations to continue as though there was a separation, unless otherwise specified.

1.8 OPERATION SCHEDULE

- A. Owner's operations are generally defined as wastewater transmission and treatment and the operations are continuous. The need for equipment and facilities will fluctuate based on the process loading.

1.9 LIMITATIONS

- A. Connections to existing facilities must be coordinated with Owner's current operations to ensure that no interruption of service occurs. Specific requirements and limitations are detailed in 01 73 24 Connections to Existing Facilities.

#### 1.10 NOTIFICATIONS

- A. Contractor must notify Owner's representative, Engineer or Owner for any of the following events:
  - 1. Each time Contractor, or anyone performing work on behalf of Contractor, enters or leaves the Site.
  - 2. Any time that any quantity of wastewater is discharged or spilled outside of its containment system. Examples of a containment system include, without limitation , a pipe, manhole, tank, truck, or channel.
  - 3. Any time operation may be impacted by the Work.
- B. Owner's Representative, Engineer or Owner will notify Contractor:
  - 1. Of any operational changes that will delay the Work. Notice will be given as soon as possible.
  - 2. Of any forthcoming requests for partial use or occupancy.

END OF SECTION

### **SECTION 01 14 19 USE OF SITE**

#### PART 1 GENERAL

##### 1.11 SUMMARY

- A. This section includes considerations with respect to the Site.
- B. Related Sections:
  - 1. Section 01 11 13 – Work Covered by Contract Documents
  - 2. Section 01 14 17 – Coordination with Owner's Operations
- C. Refer to Section 01 11 13 Work Covered by Contract Documents / Section 01 12 13 Summary of Contracts for the general listing of the Work.

##### 1.12 GENERAL

- A. Store apparatus, materials, supplies and equipment in a safe, orderly manner that

does not interfere with the Work or normal operations of the surrounding areas. Storage shall not block access in areas of egress.

- B. Owner performs essential operations at the Site and will be occupying the Site throughout the entirety of the project. Refer to Section 01 14 17 – Coordination with Owner’s Operations for detailed information.
- C. Store materials that are subject to injury by exposure to weather, theft, breakage or otherwise. Limited storage may be available on the Site. Owner will not be responsible for any items stored in their facilities.
- D. Contractor shall follow all rules and requirements specific to the Site, including but not limited to, obeying all signage and following site safety policies.

#### 1.13 LIMITATIONS

- A. Use of the Site by Contractor is restricted to operations required to complete the Work included in the Contract Documents.
- B. Facilities, buildings, equipment, tools or other that is not property of Contractor shall not be used without written consent.
- C. Contractor shall not dispose of any refuse resulting from the Work, including items demolished at the Site, in refuse containers contained on the Site unless those containers are placed there by Contractor or Contractor has received written authorization for use.
- D. Contractor may be prohibited from entering certain areas of the Site. Some areas may only be prohibited under certain conditions. Refer to Section 01 14 17 Coordination with Owners Operations for detailed information.

END OF SECTION

### **SECTION 01 20 13 LUMP SUM MEASUREMENT**

#### PART I – GENERAL

##### 1.14 SUMMARY

- A. This section includes each lump sum item, the scope of work intended to be included in that item, and the way in which work will be measured. The scope of work in this section is intended to provide a general description of work for differentiation.
- B. The Contract Documents include detailed descriptions of the Work, intended to cooperate and provide for, and include everything necessary for, the proper and complete orderly

execution and finishing of the Work.

C. Related Sections:

1. Section 01 11 13 – Work Covered by Contract Documents
2. Section 01 20 16 – Lump Sum Payment
3. Section 01 21 16 – Contingency Allowances
4. Section 01 26 10 – Contract Modification Procedures
5. Section 01 29 73 – Schedule of Values

D. Where separate items identified in this section are not separated on the Bid Form form, Contractor shall separate these items on their payment schedule, submitted in accordance with Section 01 29 73 Schedule of Values so measurement can be appropriately identified for payment.

E. Refer to Section 01 20 16 Lump Sum Payment for information and requirements for the payment of the measured item(s).

1.15 GENERAL CONSTRUCTION

A. Scope of Work

1. This item includes all labor, materials, tools and equipment required to complete the Work contained in the Contract Documents that is not listed under any other item in this section. Section 01 11 13 Work Covered by Contract Documents contains a general listing of the Work included in the Contract Documents.
2. This item includes administration of the project for items including, without limitation, bonds, insurance, project management, schedules, coordination, photographs, project meetings, temporary utilities, field offices, temporary structures and facilities, temporary equipment, health and safety, regulatory requirements, stormwater protection, dust control, testing, inspections, waste management, and project closeout that is not otherwise included in or associated with any other item.

B. Measurement

1. Measurement of work completed under this item shall be the relative percentage of work included in this item, based on the percentage of each major work component as indicated on the Schedule of Values. Refer to Section 01 29 73 Schedule of Values for detailed information and requirements regarding the Schedule of Values. The percentage completed shall be determined by Engineer.
2. Measurement of work completed under this item may include equipment or materials received and inspected by Engineer prior to installation, if recommended by Engineer and accepted by Owner. If equipment or materials are included in this measurement, those equipment or materials must be maintained in the same condition as when inspected.

## 1.16 CONTINGENCY ALLOWANCE

### A. Scope of Work

1. Contractor shall furnish all labor, materials, equipment, products and other items required to perform unspecified additional work as determined in the field and authorized in writing by Engineer. Work performed under this item is to be determined based on approved Contractor proposals. See Section 01 21 16 Contingency Allowances for detailed information.

### B. Measurement

1. Measurement shall be the actual work performed under this item, recommended for payment by Engineer and approved by Owner.
2. Measurement for approved unit price work under this item shall be the number of units completed, as determined by Engineer.
3. Measurement for approved lump sum work under this item is the percentage of the total work completed, as determined by Engineer.

END OF SECTION

## **SECTION 01 20 16 LUMP SUM PAYMENT**

### PART I – GENERAL

#### 1.17 SUMMARY

- A. This section includes how payment will be determined based on the measurement for each lump sum pay item. The scope of work in this section is intended to provide a general description of work for payment differentiation.
- B. The Contract Documents include detailed descriptions of the Work, intended to cooperate and provide for, and include everything necessary for, the proper and complete orderly execution and finishing of the Work.
- C. Related Sections:
  1. Section 01 11 13 – Work Covered by Contract Documents
  2. Section 01 20 13 – Lump Sum Measurement
  3. Section 01 21 16 – Contingency Allowances
  4. Section 01 29 73 – Schedule of Values
  5. Section 01 29 76 – Progress Payment Procedures

- D. Refer to Section 01 29 76 Progress Payment Procedures for information and requirements for the payment process.
- E. Retention for each Bid Form item shall be eligible for release when all the Work contained in the Contract Documents is substantially complete, regardless of the completion of any individual Bid Form item.
- F. Final payment for each Bid Form item shall be for the remainder of the lump sum price stated in the proposal unless modifications have been made to the Contract or set-offs have been imposed. Refer to Section 01 26 10 Contract Modification Procedures and GCC Article 14 for information on what modifications may impact final payment.

#### 1.18 GENERAL CONSTRUCTION

##### A. Payment

1. Payment under this Bid Form item shall be a percentage of the lump sum price measured, less any deductions.
2. If Engineer determines any work to be defective, deductions may be taken from the payment in accordance with GCC Article 14.03-F.

#### 1.19 CONTINGENCY ALLOWANCE

##### A. Payment

1. Payment under this Bid Form item shall be based on the measured work, completed and approved for payment.

END OF SECTION

### **SECTION 01 21 16 CONTINGENCY ALLOWANCES**

#### PART 1 GENERAL

##### 1.20 SUMMARY

- A. This section includes considerations related to contingent items of work added after the Contract is executed and payment of contingent items.
- B. Related Sections:
  1. Section 01 20 13 – Lump Sum Measurement
  2. Section 01 20 16 – Lump Sum Payment
  3. Section 01 33 10 – Submittal Procedures

##### 1.21 GENERAL

- A. Refer to Sections 01 20 13 Lump Sum Measurement, and 01 20 16 Lump Sum Payment, for the procedures for measurement of the Work and payment limits.
- B. Contractor is not entitled to the sums included under contingency allowance items unless work is approved for these items. Work will not be added to the Contract for the sole purpose of allowing full payment to Contractor of the amounts included in these allowances.
- C. Any work performed under a contingency allowance item must receive written acceptance and approval before proceeding. Any work performed without written approval will be at Contractor's risk.
- D. Engineer may recommend and Owner may allow payment before the final change order. Otherwise additional work will be accounted for in the final change order as stipulated in GC Article 13.02-D.
- E. All work performed under contingency allowances shall be included on the red-lined drawings upon completion of the Work.

#### 1.22 SUBMITTALS

- A. Contractor shall submit, for approval, all items required to perform the proposed work, regardless if the item(s) was listed in original Bid Form. Refer to Section 01 33 10 Submittal Procedures for detailed information on submittals.
- B. If work includes an item already submitted and approved, the proposal shall indicate the item and identify the approved submittal.
- C. Contractor shall submit supporting documentation for any estimates related to allowances. This documentation includes, without limitation, estimates from Sub-Contractors, hour and cost worksheets, labor or equipment cost estimate sources, material cost sources, diagrams, or field measurements.

#### 1.23 LUMP SUM ALLOWANCES

- A. Engineer will request a proposal for work to be completed under the Contingency Allowance.
- B. Any proposal received from Contractor must include pricing that is in accordance with unit prices or estimates already provided. Pricing must be industry standard for the location, and must be supported in submittals.
- C. Contingent items of work can only be performed after Engineer's written recommendation and Owner's written acceptance of the proposal. Owner must approve payment amount in writing.

- D. The project schedule will be updated to reflect any work added under the Contingency Allowance, upon acceptance of work.
- E. Contingency Allowance will be paid in accordance with Section 01 20 16 Lump Sum Payment.

END OF SECTION

**SECTION 01 25 13  
PRODUCT SUBSTITUTION PROCEDURES**

**PART 1 GENERAL**

**1.24 SUMMARY**

- A. This section includes the procedure for proposing alternate or substitute products without impacting the design intent of the Work. This Section supplements GC Article 7.06.
- B. Substitutions can only be requested after the Notice of Award. Contractor must base their Bid on specified materials, equipment, processes and products.
- C. Related Sections:
  - 1. Section 01 33 10 – Submittal Procedures

**1.25 GENERAL**

- A. Substitutions will not be considered when submitted as a shop drawing without indication that the product is a substitution, when substitution is requested directly by a Subcontractor or supplier, or when acceptance will require substantial revision of Contract Documents. Substitutions shall be formally requested by following the procedures in item 1.4 Substitution Procedure.
- B. Engineer and Owner reserve the right to require substitute items to comply in color and pattern with specified items, if necessary to secure design intent.
- C. Contractor shall have the burden of proving the substitutions comply with the design intent, at his own expense, to the satisfaction of Engineer and Owner.
- D. Contractor shall make no claim for an extension of the time or for damages by reason of the time taken by Engineer in considering a substitution proposed by the Contractor, or by reason of the failure of Engineer to review a substitution proposed by Contractor.
- E. Where the approval of a substitution requires revision or redesign of any part of

the Work, all such revision and redesign, and all new drawings, and details required therefore, shall be subject to the review of Engineer and shall be provided by Contractor at his own cost and expense.

- F. Engineer may recommend rejection or acceptance of a substitution, based on their knowledge and experience, without evaluation.
- G. Contractor can withdraw a proposal for substitution at any time. Contractor may still be responsible for Engineer's fees in evaluating the substitution.

#### 1.26 CONTRACTOR REPRESENTATION

- A. The request for substitution constitutes a representation that Contractor:
  - 1. Has investigated proposed product and determined that meets design intent and has comparable longevity, or is superior in all respects to specified product.
  - 2. Shall provide, as a minimum, the same warranty for the substitution that would be supplied for the specified product.
  - 3. Shall coordinate installation of an accepted substitute, making such changes as may be required to the Work to accommodate the substitution, in every respect.
  - 4. Certifies that the cost data presented is complete and includes all related costs. Contractor certifies that any savings realized by the substitution is presented in the substitution proposal.
  - 5. Waives claims for additional costs related to the substitution that may later become apparent.
  - 6. Contractor has determined the existence of any patents, trademarks, or copyrights associated with the substitution and included any fees, royalties or claims associated with such.
    - Contractor is responsible to provide a suitable written agreement with the patentee, patent owner, copyright owner, or trademark owner which shall provide that there will be no future or continuing royalties or payments by Contractor or Owner.
    - Contractor shall pay all applicable royalties and license fees.
    - Contractor and surety shall indemnify Owner and Engineer from all fees, royalties and claims or suits in connection with any infringement or

alleged infringement of patent rights, copyrights, or trademark rights.

- B. By submitting the substitution, Contractor is agreeing to incur all costs associated with such a substitution.
- C. Contractor will not order or install any substitutions without written acceptance from Engineer or Owner. Substitute products ordered or installed without written acceptance will be at Contractor's risk. Contractor is liable for all costs associated with replacement of such products if not accepted.

#### 1.27 SUBSTITUTION PROCEDURE

- A. Any time after the Notice of Award has been issued, but before evaluation will impact the Progress Schedule, Engineer will consider written requests for substitutions of materials, equipment, processes, products, or other items.
- B. Contractor shall submit separate requests for each substitution. Document each request with data substantiating compliance and compatibility of proposed substitution with requirements of the Contract Documents.
- C. Contractor shall identify product by Specification's section and article numbers and provide the following information:
  - 1. Manufacturer's name, address, and phone number, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.
  - 2. All information as indicated in Section 01 33 10 Submittal Procedures.
  - 3. An itemized comparison of proposed substitution with specified product, listing variations, and reference to specification's section and article numbers.
  - 4. A quality and performance comparison, positive and negative, between proposed substitution and the specified product. Differences shall be clearly listed, highlighted or otherwise emphasized. Differences include, but are not limited to, operational type, weight, thickness, size, materials of construction, strength, elasticity, or method of installation. Samples must be provided where applicable.
  - 5. Design Life, defined as the time life span of equipment or material before failure occurs or before the cost of maintenance justifies replacement, as determined by an Engineer, and data and information that can be used to support or determine Design Life.
  - 6. Service Life, defined as the time life span of equipment or material before failure occurs or before the cost of maintenance justifies replacement, as

determined by Engineer, and data, references, and information that can be used to support or determine Service Life.

7. Expected maintenance, replaceable components, and cost of replacement components. Include years that company has been in business, location of replacement parts center, location of manufacturer's service center, typical time for receipt of parts, shipment cost to project location, and manufacturer's representative information.
  8. Cost data comparing proposed substitution with specified product, and the amount of net change to the Contract Price. Savings in cost resulting from such substitutions proposed to be passed onto Owner shall be identified.
  9. Effect of substitution on progress schedule and Contract Time and changes required in other work or products, including impacts on other Contracts.
  10. Guarantee attesting to the 90-day performance test as specified in item 3.2 Performance Test. The guarantee shall be signed by the Contractor.
- D. Engineer may make inquiries into Contractor's expertise, authorization and training regarding installation of the product, equipment or material. Contractor shall provide all information for such inquiries and authorize the Engineer to access such information.
- E. If no change to Contract Price and Contract Time is required, Engineer will indicate approval or rejection of the requested substitution(s) in writing.
- F. If an increase in Contract Price or Contract Time is required, Engineer will make a recommendation and Owner's written approval or disapproval will be required.

#### 1.28 OWNER APPROVAL

- A. Owner approval is required when the substitution will result in an increase Contract Price or Contract Time. The substitution will then be considered a Request for Change submitted by the Contractor for purposes of the Contract.
- B. If Owner's approval is required, Owner will make the final determination, in writing, whether to approve or reject the substitution(s).
- C. If the substitution is approved, the Work will be changed accordingly and a Change Order will be required to change the Contract Price or Contract Time.
- D. If the substitution is rejected, Contractor shall furnish products, materials, processed and equipment specified in the Contract Documents. Contractor may still be required to pay Engineer's expenses.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 ENGINEER INSPECTION

- A. Contractor shall notify Engineer as soon as approved substitute products, materials, processes or equipment are available for inspection. Engineer shall inspect all substitutes for conformance with substitution approvals, prior to installation.
- B. If Contractor fails to notify Engineer that materials, equipment or products are approved substitutes prior to installation, Contractor will be responsible making all substitution components available for inspection. Actions required to make products available may include, without limitation, excavation, disassembly, removal, disconnection, raising, lowering, or removal of other placed materials such as concrete.
- C. If Engineer finds that substitution is not of the type or quality of what was represented or approved, Contractor is responsible for providing the approved substitution, making other adjustments stipulated by Engineer for substitution to be acceptable for use in the Work, or providing the specified equipment, materials, processes or products. Contractor shall credit the Owner with any additional Engineering costs due to changes after approval.

3.2 PERFORMANCE TEST

- A. Substitutes will be subjected to a 90 day performance test. The test will begin at the acceptance of the equipment or beneficial occupancy of the facility.
- B. If the substitution should fail or not perform up to the design standards, Owner can order its replacement at no additional cost to the Owner. Upon receipt of such a request, the Contractor will immediately replace said substitute with the materials, equipment, process or product specified in the Contract Documents.

END OF SECTION

**SECTION 01 26 10  
CONTRACT MODIFICATION PROCEDURES**

PART 1 GENERAL

1.29 SUMMARY

- A. This section includes the procedures for proposing, initiating, or authorizing contemplated changes to the Contract.

B. Related Sections:

1. Section 01 21 16 – Contingency Allowances

1.30 DEFINITIONS

- A. Request for Proposal (RFP): Written or verbal request by Engineer or Owner to Contractor that asks for information pertinent to Owner's contemplated changes to the Work.
- B. Request for Information (RFI): Contractor request for clarification on design documents that will not necessarily create a change to the Contract.
- C. Request for Change (RFC): Written or verbal inquiry to Engineer by Contractor that asks for potential changes to the Work.

1.31 GENERAL

- A. RFPs consist of proposed changes to the Work that may or may not be performed. Formal changes to the Work are made through Work Change Directives, as defined in GC Article 1.01-A.50, or Field Orders, as defined in GC Article 1.01-A.23.
- B. RFIs do not include changes to the Work. If Contractor believes the information or clarification received from Engineer in response to an RFI constitutes a change to the Work, a Change Proposal, as defined by GC Article 1.01-A.9, should be submitted with the resulting change clearly defined.
- C. RFCs are made for potential changes to the Work that are suggestions or recommendations by Contractor that is different from the design of the Engineer. Any addition or loss of cost or time must be identified and, if the RFC is accepted, a Change Proposal must be submitted. Change Proposals will not be considered that include costs listed in GC Article 13.01-C.
- D. An RFP or RFC can be withdrawn at any time without penalty.
- E. Engineer can direct or request changes to technical components of the Work that do not require modification of the Contract. All changes that will require modification of the Contract must be approved or accepted by Owner.

1.32 ENGINEER PROPOSED CHANGES

- A. Engineer or Owner may issue an RFP to Contractor to evaluate the impact of a potential change on the Work, Contract Time and Contract Price. Such a request is not an authorization to perform such work or to stop work in progress unless

the request explicitly states such intent.

- B. Engineer or Owner will supply the following information related to the RFP:
  - 1. Description of the proposed change, products or processes required in the change and location of the change.
  - 2. Supplementary or revised Contract Drawings and Specifications.
  - 3. Projected time span for making the change.
  
- C. Upon receipt of the RFP from Engineer or Owner, Contractor shall provide a proposal within 7 days, or another timeframe outlined in the RFP. The proposal shall contain the following information:
  - 1. Impacts the proposed change will have on project schedule with emphasis on the impacts on the schedule's critical path.
  - 2. Time frame required to make the requested changes, including if overtime will be required to make the change.
  - 3. Impacts, if any, the proposed changes will have the Contract Price.
  - 4. Additional materials, equipment, labor, processes, products or other items that would be required to make the requested change.
  - 5. Other impacts that the change may have on the Work that has not been indicated in the RFP.
  
- D. After receiving the Contractor proposal, Engineer will do one or more of the following, within 7 days:
  - 1. Notify Contractor if the change will not be implemented.
  - 2. Issue a Field Order instituting all or part of the change.
  - 3. Request a Work Change Directive from Owner instituting all or part of the change.

### 1.33 CONTRACTOR PROPOSED CHANGES

- A. Contractor may submit an RFC to Engineer to request evaluation of a potential addition to, subtraction from, or change in the Work.
  
- B. Contractor will supply the following information related to the RFC:
  - 1. Products and processes involved in the change. References to Contract Documents, such as where work is shown on the Drawings and detailed in the Specifications, is required.
  - 2. Description of materials, equipment, labor, processes, products or other items that would be required to make the requested change.
  - 3. Projected time frame for making the change and impacts the proposed change will have on project schedule, including impacts on the schedule's critical

- path and if overtime will be required to make the change.
4. Impacts, if any, the proposed changes will have the Contract Price.
  5. Impacts that the change will have on Owner operations or other Contracts.
- C. Upon receipt of the RFC from Contractor, Engineer will review the proposal to determine if the change would be a substitution. If so, Contractor must follow the requirements and procedures in Section 01 25 13 Product Substitution Procedures.
- D. Engineer will determine if all or part of the RFC will require Owner approval. If Owner approval is required, Engineer acceptance or rejection will be provided in the allotted timeframe. Owner approval will require additional time.
- E. Engineer will have up to 7 days to respond to the RFC. Contractor may request a response in a shorter timeframe and Engineer may respond in that timeframe, if possible. Engineer response will indicate acceptance or rejection of the request.
- F. Engineer may defer a decision. Acceptance or rejection will be deferred if the change is dependent upon the result of some portion of the Work that has not yet been performed. Contractor can withdraw their request instead of accept deference.
- G. If Engineer rejects the change:
1. It will have no impact on the Work.
  2. The reason for rejection will be given.
  3. The decision will be final.
- H. If Engineer accepts the change, Engineer will do one or more of the following:
1. Notify Contractor if any portions of the change will be modified.
  2. Issue a Field Order instituting all or part of the change.
  3. Request a Work Change Directive from Owner instituting all or part of the change.
  4. Request Contractor submit a Change Proposal for all or part of the change.

#### 1.34 FIELD ORDERS

- A. Engineer will issue Field Orders in accordance with GC Article 11.04. Field Orders, by definition, do not change the Contract Price or Contract Time and may require modifications to the Contract.

#### 1.35 WORK CHANGE DIRECTIVES

- A. Engineer may recommend changes in the Work to Owner or Owner may require addition, deletion or changes to the Work. Owner may issue a Work Change

Directive in accordance with GC Article 11.03.

- B. Work Change Directives will include the following:
  - 1. Description of the proposed change, materials, equipment, labor, processes, products or other items required in the change.
  - 2. Location of the change.
  - 3. Supplementary or revised Contract Drawings and Specifications.
  - 4. Projected time span for making the change, expected impacts the change will have on project schedule, and expected time required to make the requested change, including if overtime will be required.
  - 5. The estimate changes, if any, to the Contract Price.
- C. Whenever possible, changes to Contract Price and Contract Time will be negotiated between Owner and Contractor prior to, or immediately following, the issuance of the Work Change Directive.
- D. Work Change Directives that change Contract Price and Contract Time will be included in a subsequent Change Order.

#### 1.36 CHANGE PROPOSALS

- A. Contractor may submit a Change Proposal related to changes in the Work in accordance with GC Article 11.09.
- B. Whenever possible, changes to Contract Price and Contract Time shall be negotiated between Owner and Contractor prior to the submittal of a Change Proposal.
- C. Change Proposals requesting a change to Contract Price and Contract Time will be submitted on Contractor company letterhead, with the total changes clearly indicated.
- D. Changes to Contract Time must be submitted prior to the end of Contract Time.
- E. Approved Change Proposals that change the Contract Price or Contract Time will be included on a subsequent Change Order.

#### 1.37 CHANGE ORDERS

- A. Owner may authorize changes in work in accordance with GC Article 11.05.
- B. If a Work Change Directive or Change Proposal increases or decreases the Contract Price or Contract Time, an equitable adjustment will be authorized by Change Order in accordance with GC Article 11.02.

- C. A Change Order may contain multiple changes, directives, or proposals.
- D. Payment for changes in Contract Price may be taken out of a contingency allowance instead of issuing a Change Order. See Section 01 21 16 Contingency Allowances for information on contingency allowances. Such payments will be summarized in the final Change Order to close the Contract.
- E. Depending on the degree of impact and timing of the Work Change Directive or Change Proposal, changes in Contract Time and Contract Price may be included in the final Change Order to close the Contract rather than an executed Change Order during the Contract.
- F. Contractor may request the execution of a Change Order during the Contract that includes a change in Contract Price but does not involve payment from a contingency allowance.
- G. Change Orders will be executed using the following procedure:
  - 1. If required, Engineer will recommend the change, in writing, to Owner and provide all supporting documentation to Owner and Contractor to identify and explain the change.
  - 2. Owner will approve the change in Contract Price and Contract Time, in writing, and provide Change Order forms.
  - 3. Contractor shall execute Change Order forms in triplicate, signifying Contractor acceptance of the change.
  - 4. Engineer will sign all Change Order forms and return to Owner.
  - 5. Owner will execute Change Order forms in triplicate and return one original copy to each interested party.
- H. Change Orders may require additional Owner approvals, including, without limitation, other County Departments and the Erie County Legislature, depending on the extent of the change. A timeframe for Owner execution of a Change Order cannot be guaranteed.
- I. Payment under the Change Order will not be available until the Change Order is fully executed.

END OF SECTION

**SECTION 01 29 73**  
**SCHEDULE OF VALUES**

PART 1 GENERAL

1.38 SUMMARY

A. This section includes the procedures for preparing and submitting the Schedule of Values.

B. Related Sections:

1. Section 01 20 13 – Lump Sum Measurement
2. Section 01 20 16 – Lump Sum Payment
3. Section 01 29 76 – Progress Payment Procedures

#### 1.39 GENERAL

- A. The Schedule of Values will be the basis for measurement and payment as detailed in Section 01 20 13 Lump Sum Measurement, and Section 01 20 16 Lump Sum Payment.
- B. The Schedule of Values will be submitted with each request for progress payment indicating completed work as detailed in Section 01 29 76 Progress Payment Procedures.
- C. If any item of work listed on the Schedule of Values is removed from the Work, Owner will be credited the entire amount listed. The amount of credit may be reduced by any amounts already paid to Contractor, if work has been performed and approved on the item prior to removal from the Contract.

#### 1.40 FORMAT

- A. Schedule shall follow AIA Document G703 – Continuation Sheet for Application and Certificate for Payment or other mutually agreed upon standard format.
- B. List component parts and identify each line item by number and title of major Specifications Section.
- C. All bid items must be listed separately, including contingency allowance items.

#### 1.41 CONTENT

- A. Identify the Project by the Erie County Sewer District (ECSD) Number and Contract Number assigned by Owner.
- B. List installed value of each major item of the Work and each subcontracted item of Work as separate line items, rounding off values to nearest dollar.
- C. List contingency allowance and other allowances with the specified monetary amounts for each allowance in separate divisions. List approved proposals as separate lines under the appropriate contingency allowance.

D. Contractor may use separate lines for bonds, insurance, temporary facilities and controls, superintendents, and mobilization. Each item shall include pro rata portion of overhead and profit.

E. Break all major equipment costs into materials and labor at a minimum.

#### 1.42 ACCEPTANCE

A. Contractor is responsible for ensuring that the Schedule of Values is a reasonable allocation of the Contract Price.

B. Engineer or Owner may request information to substantiate any line item. Contractor shall submit justification upon request.

C. Engineer or Owner may request reallocation of prices on listed items.

D. Acceptance of the Schedule of Values does not constitute approval for payment of any of the items listed.

END OF SECTION

### **SECTION 01 29 76 PROGRESS PAYMENT PROCEDURES**

#### PART 1 GENERAL

##### 1.1 SUMMARY

A. This section includes the requirements associated with payments, and procedures for preparing and submitting applications for progress payments.

B. Related Sections:

1. Section 01 20 13 – Lump Sum Measurement
2. Section 01 20 16 – Lump Sum Payment
3. Section 01 29 73 – Schedule of Values
4. Section 01 77 19 – Closeout Procedures

##### 1.2 DEFINITIONS

A. Basic Rate of Pay: The rate actually payable to the worker, which may be higher but not lower than the minimum wage set forth in the Prevailing Rate Schedule.

B. Pencil Copy: A submittal from Contractor to Engineer containing, at a minimum, the accepted form of the Schedule Values with the proposed amount of work

completed and equipment accepted that are available for payment in the pay period. Pencil Copy must include a summary of the total Contract amount in the application, retention to be withheld, and total payment requested.

- C. EEO Programs: Programs administered by the Erie County Office of Equal Employment Opportunity (EEO) that are included in the Contract. Programs include, but are not limited to, employment initiatives, minority-owned business enterprises (MBE) goals, women-owned business enterprises (WBE) goals, service-disabled veteran-owned business (SDVOB) goals, apprenticeship requirements, local law requirements, and executive order requirements.

### 1.3 GENERAL

- A. Measurement and payment of individual bid items are detailed in Section 01 20 13 Lump Sum Measurement, and Section 01 20 16 Lump Sum Payment. Measurement and payment under contingency allowances will only be for approved items, as described in those sections.
- B. Payment for lines that include labor, materials, equipment, processes, or products necessary for the duration of the Work, including but not limited to temporary facilities, temporary utilities, supervision or management, will be paid at a percentage to equal the overall percentage of the progress of the Work.
- C. In accordance with the Agreement, partial payments may be made for materials and equipment not incorporated in the Work if sufficient documentation is received to prove that the materials and equipment have been received by Contractor and Contractor has been invoiced or paid the supplier. Engineer may request additional documentation. Owner reserves the right to inspect, or have inspected on the Owner's behalf, any materials or equipment before payment is approved.
- D. If mobilization is included with other components of work, mobilization will be paid the appropriate percentage of the progress of the other work.
- E. Work in excess of 8 hours per day or 40 hours per week must obtain dispensation and shall be compensated at a minimum of one and one-half (1½) times the Basic Rate of Pay for all hours worked in excess of 8 hours, on any one day, or in excess of forty hours in any one week. This shall not limit agreements to the contrary or mandatory overtime compensation in excess of those stipulated amounts. Such extra compensation shall not constitute a claim for additional compensation under this Contract.

### 1.4 PREVAILING RATE SCHEDULE

- A. All workers must be paid, at a minimum, the rate listed in the Prevailing Rate Schedule specific to this project. Refer to Section 00 73 43 Wage Rate Requirements for requirements.
- B. Employees cannot be paid apprentice rates unless they are individually registered in a program that is registered with the New York State Commissioner of Labor. An employee listed on a payroll as an apprentice who is not registered or is performing work outside the classification of work for which the apprentice is indentured, must be paid the prevailing journey worker's wage rate for the classification of work the employee is actually performing.
- C. Payment cannot be made for laborers, workers, or mechanics in the employ of Contractor or Subcontractor engaged in the performance of any public work project for more than 8 hours in any day or 40 hours in any week, unless a dispensation has been obtained. Contractor and Owner have to apply to the for a dispensation permitting workers to work additional hours prior to work being performed.
- D. The wages and supplements contained in the annual determination become effective July 1st whether or not the new determination has been received by Contractor. Care should be taken to review the rates for obvious errors. Any corrections should be brought to the DOL's attention immediately. It is the responsibility of Contractor to use the proper rates. Annual determinations will be corrected and posted to the DOL's website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.
- E. Contractor is responsible for any underpayments of prevailing wages or supplements by their Subcontractor.
- F. The Public Work Project notice must be posted at the beginning of the performance of the Work on each Site.
- G. Payroll records must be kept for three years from the Project's date of completion.

#### 1.5 APPLICATION MATERIALS

- A. Owner has standard forms for payment application. A copy of the Schedule of Values indicating the completed work shall accompany each pay application form. Requirements for the Schedule of Values are detailed in Section 01 29 73 Schedule of Values. The Schedule of Values shall be in the format accepted in the initial submittal.
- B. Updated information for each of the applicable EEO Programs shall be submitted. Forms shall be submitted as indicated the individual sections pertaining to these

programs. Requirements may include electronic submissions associated with an applicable EEO Program.

- C. Payrolls certifying compliance with the Prevailing Rate Schedule shall be submitted with each payment application in accordance with Section 00 73 43 Wage Rate Requirements. Subcontractors are required to submit paper copy certified payrolls for only the time spent on the project. Electronic payroll submissions may require negative reports from Subcontractors for times when no actual work is being performed.
- D. Insurance certificates must be current for payment to be authorized. Any updated insurance certificates shall be submitted to ensure payment.

#### 1.6 PROCEDURE

- A. Contractor shall submit the Pencil Copy to Engineer. Owner must be notified that a pencil copy is submitted.
- B. Engineer will request changes to the Pencil Copy or will recommend payment as submitted. Engineer may ask for supporting documentation for items for which payment is requested.
- C. Engineer will notify both Contractor and Owner of recommendations in accordance with GC Article 15.01-C.
- D. If Owner agrees, Owner will send appropriate forms to Contractor.
- E. Contractor will submit appropriate forms for payment application approval and required application materials. Contractor will send forms to Engineer for approval.
- F. Engineer will indicate their approval and send forms to Owner.
- G. Contractor will send other required application materials directly to Owner.
- H. Once all application materials are received and reviewed, Owner will process payment.

#### 1.7 RETENTION

- A. The amount retained in each pay request shall be as outlined in the Agreement.
- B. Retention shall be eligible for release when all the Work contained in the Contract Documents is complete, regardless of the completion of any individual bid item.
- C. When requesting a reduction of retainage, Contractor will provide Owner with a

letter of consent from his surety company.

- D. Refer to Section 01 77 19 Closeout Procedures for information on the requirements for final payment of retention.

#### 1.8 WITHHOLDING PAYMENT

- A. Owner may withhold from Contractor payments according to GC Article 15.01-E.
- B. When a complaint is filed with the Commissioner of Labor alleging the failure of Contractor or subcontractor to pay or provide the wages or supplements in the Prevailing Rate Schedule, or when the Commissioner of Labor believes that unpaid wages or supplements may be due, payments on the Contract shall be withheld from Contractor in a sufficient amount to satisfy the alleged unpaid wages and supplements, including interest and civil penalty, pending a final determination. These amounts will be in addition to the percentages to be retained by Owner pursuant to other provisions of this Contract and other withholdings.

#### 1.9 CONTRACTOR PAYMENTS

- A. Contractor shall pay for all transportation and utility services not later than the 20<sup>th</sup> day of the calendar month following that in which such services are rendered.
- B. Contractor shall pay for all materials and equipment which are delivered to and properly stored at the Site, or in an approved warehouse, to the extent of 90 percent thereof, not later than the 15<sup>th</sup> day following each payment to Contractor and the balance of the cost thereof not later than the 15<sup>th</sup> day following the completion of that part of the Work in or on which such materials and equipment are incorporated or used.
- C. Contractor shall pay each Subcontractor, not later than the 7<sup>th</sup> day following payment to Contractor, the respective amounts allowed Contractor on account of work performed, to the extent of each Subcontractor's interest.

#### 1.10 FINAL PAYMENT

- A. Refer to Section 01 77 19 Closeout Procedures for information on the requirements and procedures for final payment.

END OF SECTION

**SECTION 01 31 13  
PROJECT COORDINATION (SINGLE PRIME)**

## PART 1 GENERAL

### 1.43 SUMMARY

- A. This section includes the requirements related to coordination of the Work when a single Contract is awarded.
- B. Related Sections:
  - 1. Section 01 14 17 – Coordination with Owner’s Operations
  - 2. Section 01 32 16 – Construction Progress Schedule
  - 3. Section 01 41 05 – Regulatory Requirements

### 1.44 GENERAL

- A. Refer to Section 01 14 17 Coordination with Owner’s Operations for additional coordination requirements.
- B. Communicate any special procedures required for coordination to Engineer and Owner.
- C. No Contractor shall delegate any administrative or coordination responsibilities to any Subcontractor. Coordinate work of Subcontractors to minimize interference with the progress and performance of the Work.
- D. To ensure the proper execution of subsequent work, Contractor shall measure work already in place, and shall at once report to Engineer any discrepancy between the executed work and the Drawings.

### 1.45 SCHEDULING

- A. Contractor shall coordinate operations included in various sections of the Contract Documents to assure efficient and orderly installation of each part of the Work according to the Progress Schedule. Refer to Section 01 32 16 Construction Progress Schedule for schedule requirements.
- B. Coordinate delivery and processing of submittals, and installation, relocation, and removal of temporary facilities so as not to impede progress of the Work.
- C. Coordinate the Work operations included under related sections of the Contract Documents that depend on each other for proper installation, connection, and operation, including but not limited to:
  - 1. Scheduling operations in sequence where installation of one part of the Work depends on installation of other components, before or after its own.

2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
3. Provide provisions to accommodate items scheduled for later installation.

## PART 2 PRODUCTS

NOT USED

## PART 3 EXECUTION

### 3.3 INSPECTIONS

- A. Do not obstruct spaces and installations that are required to be clear by applicable Code Requirements.
- B. Coordinate inspections by Engineer of any facilities that will be inaccessible as work progresses. Do not cover any piping, wiring, ducts and other installations until it has been inspected and approved.
- C. Coordinate any necessary inspections by outside agencies that are required for permits or certifications. Refer to Section 01 41 05 Regulatory Requirements for information related to regulatory permits and certifications.

END OF SECTION

### **SECTION 01 31 19.13 PRE-CONSTRUCTION MEETING**

## PART 1 GENERAL

### 1.46 SUMMARY

- A. This section includes the requirements for the meeting between Owner, Engineer and Contractor prior to start of the Work.
- B. Related Sections:
  1. Section 01 14 17 – Coordination with Owner’s Operations
  2. Section 01 14 19 – Use of Site
  3. Section 01 26 10 – Contract Modification Procedures
  4. Section 01 29 76 – Progress Payment Procedures
  5. Section 01 31 19.23 – Progress Meetings
  6. Section 01 32 16 – Construction Progress Schedule
  7. Section 01 32 33 – Photographic Documentation
  8. Section 01 33 10 – Submittal Procedures
  9. Section 01 35 23 – Owner Safety Requirements

10. Section 01 35 28 – Contractor’s Health and Safety Plan
11. Section 01 41 05 – Regulatory Requirements
12. Section 01 45 33 – Code-Required Special Inspections and Procedures
13. Section 01 52 16 – First Aid Facilities
14. Section 01 52 19 – Sanitary Facilities
15. Section 01 55 10 – Vehicular Access and Parking
16. Section 01 65 00 – Product Delivery Requirements
17. Section 01 66 00 – Product Storage and Handling Requirements
18. Section 01 71 34 – Protection of the Work and Property
19. Section 01 74 10 – Cleaning and Waste Management
20. Section 01 78 39 – Project Record Documents

#### 1.47 SCHEDULING

- A. The pre-construction meeting will be held at mutually agreed time between the Notice of Award and Notice to Proceed, or after Notice to Proceed but before on-site work is performed, as applicable. Representatives from Owner, Engineer, and Contractor must be present. Owner, Engineer or Contractor may invite others that are involved in the construction or administration of the Work.
- B. Contractor project manager must attend this meeting. Contractor superintendent / foreman should attend this meeting if they have been assigned prior to the meeting. Subcontractor project managers/superintendents should attend this meeting.
- C. Engineer will conduct the meeting, keep the minutes, and distribute the minutes to all persons in attendance.

#### 1.48 MEETING AGENDA

- A. All attendees to meetings must sign in and provide contact information.
- B. Contractor must be prepared to discuss the following agenda items:
  1. Project Administration
    - Designated Contacts and Contact Information
    - Communication
    - EEO Program Requirements and Goals – Refer to individual sections detailing these programs.
    - Permit/Regulatory Requirements – Refer to Section 01 41 05 Regulatory Requirements
    - Start Date and Notice to Proceed
    - Payment Procedures - Refer to Section 01 29 76 Progress Payment Procedures

- Submittals - Refer to Section 01 33 10 Submittal Procedures
- Progress Meetings – Refer to Section 01 31 19.23 Progress Meetings
- Construction Photographs – Refer to Section 01 32 33 Photographic Documentation
- Maintaining Record Documents – Refer to Section 01 78 39 Project Record Documents

## 2. Changes in Work

- Requests for Information – Refer to Section 01 26 10 Contract Modifications.
- Field Orders - Refer to GC Article 11.04.
- Change Orders - Refer to GC Article 11.02 and Section 01 26 10 Contract Modification Procedures

## 3. Construction Requirements

- Engineer’s Project Representative
- Work Hours
- Parking and Staging – Refer to Section 01 14 19 Use of Site and Section 01 55 10 Vehicular Access and Parking
- Site Security – Refer to Section 01 71 34 Protection of the Work and Property
- Construction Schedule and Critical Work Sequencing - Refer to Section 01 32 16 Construction Progress Schedule
- Product Delivery and Storage – Refer to Section 01 65 00 Product Delivery Requirements and Section 01 66 00 Product Storage and Handling Requirements
- Testing - Refer to Section 01 45 33 Code-Required Special Inspections and Procedures
- Safety – Refer to Section 01 35 23 Owner Safety Requirements and 01 35 28 Contractor’s Health and Safety Plan
- Site Cleanliness – Refer to Section 01 74 10 Cleaning and Waste Management

## 4. Coordination

- Coordination with Owner’s Operations - Refer to Section 01 14 17 Coordination with Owner’s Operations

### 1.49 MEETING MINUTES

- A. Meeting minutes will be written by Engineer, as interpreted and recorded by Engineer.

- B. Meeting minutes will constitute a written record of items discussed. The written record will be binding to all parties. Minutes should be reviewed for accuracy upon receipt.
- C. Meeting minutes shall not be considered a substitute for, or satisfaction of, required submittals, written materials, or notifications specifically called out in other Specifications.
- D. Pre-construction meeting minutes will be reviewed at the first progress meeting. No changes will be made to minutes after review, unless Owner, Engineer and Contractor agree to the change.

END OF SECTION

**SECTION 01 31 19.23  
PROGRESS MEETINGS**

PART 1 GENERAL

1.50 SUMMARY

- A. This section includes the requirements for meetings on progress of the Work during Contract Times.
- B. Related Sections:
  - 1. Section 01 14 17 – Coordination with Owner’s Operations
  - 2. Section 01 26 10 – Contract Modification Procedures
  - 3. Section 01 29 76 – Progress Payment Procedures
  - 4. Section 01 32 16 – Construction Progress Schedule
  - 5. Section 01 33 10 – Submittal Procedures
  - 6. Section 01 41 05 – Regulatory Requirements
  - 7. Section 01 45 33 – Code-Required Special Inspections and Procedures
  - 8. Section 01 73 24 – Connections to Existing Facilities

1.51 SCHEDULING

- A. Progress meetings will be conducted weekly, or at some other frequency as determined by Engineer. These meetings shall be attended by Owner, Engineer, Contractor’s representative. Owner, Engineer or Contractor may invite others that are involved in the construction or administration of the Work.
- B. Engineer will conduct the meeting, keep the minutes, and distribute the minutes to all persons in attendance.

1.52 MEETING AGENDA

- A. All attendees to meetings must sign in and provide contact information.
- B. Contractor must be prepared to discuss the following agenda items:
  1. Construction Progress
    - Work Completed
    - Testing Results - Refer to Section 01 45 33 Code-Required Special Inspections and Procedures
    - Schedule Updates - Refer to Section 01 32 16 Construction Progress Schedule
    - Critical Work Sequencing
    - Upcoming Work
  2. Changes in Work
    - Requests for Information - Refer to Section 01 26 10 Contract Modification Procedures
    - Field Orders - Refer to GC Article 11.04.
    - Change Orders - Refer to GC Article 11.02 and Section 01 26 10 Contract Modification Procedures
  3. Project Administration
    - Submittals - Refer to Section 01 33 10 Submittal Procedures
    - EEO Program Status – Refer to individual section describing programs.
    - Permit/Regulatory Requirements - Refer to Section 01 41 05 Regulatory Requirements
    - Payment Requests - Refer to Section 01 29 76 Progress Payment Procedures
  4. Coordination
    - Coordination with Owner's Operations - Refer to Section 01 14 17 Coordination with Owner's Operations
    - Strategies for Connections to Existing Facilities - Refer to Section 01 73 24 Connections to Existing Facilities
  5. Deficiencies in Work

#### 1.53 MEETING MINUTES

- A. Meeting minutes will be written by Engineer, as interpreted and recorded by Engineer.

- B. Meeting minutes will constitute a written record of items discussed. The written record will be binding to all parties. Minutes should be reviewed for accuracy upon receipt.
- C. Meeting minutes shall not be considered a substitute for, or satisfaction of, required submittals, written materials, correspondence, or notifications specifically required in other Specifications.
- D. Meeting minutes will be reviewed at the next meeting. No changes will be made to minutes after review, unless Owner, Engineer and Contractor agree to change.

END OF SECTION

**SECTION 01 32 16**  
**CONSTRUCTION PROGRESS SCHEDULE**

PART 1 GENERAL

1.54 SUMMARY

- A. This section includes the requirements for the Progress Schedule including submittals, format, monthly review, updates, revisions and request for time extension.
- B. Related Sections:
  - 1. Section 01 14 17 – Coordination with Owner’s Operations
  - 2. Section 01 26 10 – Contract Modification Procedures
  - 3. Section 01 31 19.23 – Progress Meetings
  - 4. Section 01 33 10 – Submittal Procedures

1.55 GENERAL

- A. Progress Schedule shall represent a practical plan to complete the Work within Contract Times and shall convey Contractor’s intent in the manner of progress of the Work.
- B. Scheduling and means and methods of construction are the responsibility of Contractor. Contractor shall involve and coordinate all Subcontractors and Suppliers in the development and updating of the Progress Schedule.
- C. Contractor will not be penalized for failure to meet finish dates for individual tasks indicated in the Progress Schedule as long as Contract Times are met, unless otherwise indicated in the Contract Documents.
- D. Refer to Section 01 14 17 Coordination with Owner’s Operations for limitations and information on operations that effect scheduling.

- E. Each Contractor shall be responsible for the proper coordination of all work under their respective Contract so as to maintain the Progress Schedule as accepted. Should any Contractor fail to adhere to any critical task of the accepted schedule, Contractor shall promptly adopt such additional means or methods of construction, including overtime, as may be required to complete the Work in accordance with the schedule, all at no additional cost to Owner.

#### 1.56 SUBMITTALS

- A. Submittal of the Progress Schedule shall conform with the requirements of Section 01 33 10 Submittal Procedures.
- B. Schedules shall be submitted in time-scaled bar-chart (Gantt) format with logic lines shown. Format shall be as indicated in Article 1.4.
- C. Within 5 days after the date of Notice to Proceed, Contractor with the largest monetary total in their Contract, shall submit to Engineer for review one electronic copy of his proposed Progress Schedule.
  - 1. Progress Schedule shall show in detail the proposed sequence of the Work in order to complete the Project within Contract Times.
  - 2. If so required by Engineer, the schedule shall be revised.
- D. After acceptance of the Progress Schedule submitted above, Engineer will transmit the Progress Schedule to each of the other Contractors involved in the Project, should there be more than one Contract, for their use in preparing their Progress Schedule.
  - 1. Each Progress Schedule shall be submitted to Engineer for acceptance.
  - 2. Each Contractor shall afford sufficient time in their Progress Schedule to allow other Contractors to coordinate and perform their work.
  - 3. If so required by Engineer, the schedule shall be revised.
- E. In submittal of Progress Schedule, Contractor represents that it meets the requirements of the Contract Documents and that the Work will be executed in the sequence and durations indicated therein.

#### 1.57 FORMAT

- A. Progress Schedule shall be electronically produced in the Critical Path Method (CPM) format, unless another format is approved by Engineer.

B. Progress Schedule shall indicate the following:

1. Contract tasks and baseline schedules.
2. Critical path operations.
3. Sequence of tasks.
4. Task start and finish dates.
5. Task percent complete with progress bars.
6. Milestone completion dates.
7. Submittals and submittal reviews.
8. Inspection and acceptance dates.
9. Acquisition of permits, if needed.
10. Product lead time if over 30 days.
11. Work performed by other Contractors or Agencies that impact the Work.

C. Scheduled tasks shall include sufficient detail as to identify work to be accomplished. Tasks should conform with bid item breakdown.

D. Work to be performed by Subcontractors shall be clearly identified.

#### 1.58 MONTHLY REVIEW AND UPDATES

A. The Progress Schedule shall be reviewed monthly and updated if required.

B. Impacts of Progress Schedule updates on Owner and other Contracts shall be considered in the monthly review and update.

C. Updates to the Progress Schedule shall be submitted electronically, in the required format, to Engineer at least once per month. Updates shall be submitted prior to a progress meeting to assist in review at the meeting.

D. The Progress Schedule shall be discussed at all progress meetings. Refer to Section 01 31 19.23 Progress Meetings for frequency of and agenda for progress meetings.

#### 1.59 REVISIONS

A. In the event Contractor does not adhere to their Progress Schedule and risks delays to other Contracts or Owner, Engineer may require revisions to the Progress Schedule as deemed necessary to reduce or eliminate such delays.

B. Failure to progress the Work in accordance with the Progress Schedule submitted and accepted by Engineer may, at the discretion of Engineer, be construed as a failure to comply with the terms of the Contract.

C. Revisions to critical path items in the Progress Schedule, or to items that impact

Owner or other Contractors, may only be made with the knowledge and consent of Engineer.

- D. Engineer will require revisions to the Progress Schedule whenever any task is delayed or extends beyond the finish date to the extent that it is impacting other work. Engineer will determine when those revisions are necessary.
- E. Contractor may request permission to revise any part of the Progress Schedule. Requests will be made in writing to Engineer, who will consider the impact of such a change on the Project. Engineer will respond in writing with an approval or explanation as to why the requested change cannot be made.
- F. Revised Progress Schedules will be submitted to Engineer for approval. Engineer will distribute approved revisions.

#### 1.60 REQUEST FOR TIME EXTENSION

- A. Continued maintenance of the Progress Schedule is the best way to estimate completion times and determine if Contract Times will need to be extended.
- B. A request for time extension for phases or specific components of the Project that does not require a change in Contract Times does not require a change to the Contract, unless otherwise stated in the Contract Documents.
- C. A request for time extension that changes Contract Times must be submitted in accordance with GC Article 11. Refer to Section 01 26 10 Contract Modification Procedures for information on changes to the Contract, including an extension of Contract Times.

END OF SECTION

### **SECTION 01 32 33 PHOTOGRAPHIC DOCUMENTATION**

#### PART 1 GENERAL

##### 1.61 SUMMARY

- A. This section includes administrative and procedural requirements for preconstruction photographs, construction photographs, post-construction photographs and videos.
- B. Related Sections:
  - 1. Section 01 33 10 – Submittal Procedures

2. Section 01 77 19 – Closeout Requirements
3. Section 01 77 23 – Post Final Inspection

#### 1.62 SUBMITTALS

- A. Submittals shall conform with the requirements of Section 01 33 10 Submittal Procedures.
- B. Photograph submittals shall be in electronic JPG format, with one hard copy submitted to Owner, and shall include:
  1. A plan of project site indicating vantage point, location and direction of each photograph (indicated by arrow). Each photo shall be identified by a unique photo number.
  2. A photo log listing:
    - Title of Project
    - Owner's District and Contract Numbers
    - Contractor's name
    - Date photo was taken
    - Photo number corresponding to that identified on plan of project site
    - Description of photograph
    - Location information not indicated on plan (e.g. vertical information)
  3. Photographs shall be arranged in sheets according to the location the photo was taken on the project site, in date order. Multiple photographs and photographs in varying proximity to the Work shall be provided of critical locations, equipment or activities and may be required by Engineer for areas with known or suspected concerns.
- C. Video submittals shall be submitted on a CD, USB Drive or other transferrable media and shall include:
  1. A video log listing:
    - Title of Project
    - Owner's District and Contract Numbers
    - Contractor's name
    - Date video was taken
    - Time length of video
    - List of video sections/ highlights
      - Time stamp where section / highlight is located
      - Description of section / highlight
      - Reference to pertinent equipment or specification section

2. Any other materials associated with the video, such as training manuals for training videos or equipment information for operational videos.
- D. Submittals of photographic evidence shall be made at the time of pay request, for all work included in the pay request, unless otherwise stated in the Contract Documents.
- E. In submitting photographs or videos to Owner, Contractor shall also transfer copyright usage rights for unlimited reproduction of that submitted.

#### 1.63 PHOTOGRAPHS - GENERAL

- A. Contractor shall provide digital copies of the photographs taken with a minimum 6-megapixel camera.
- B. Photographs shall be verified to be in focus or shall be immediately retaken. Photographs shall be of sufficient quality to be printed in the dimensions of 8-inches by 10-inches without distortion.
- C. Critical locations, equipment or activities shall have a minimum of four (4) photographs taken from different vantage points and proximity to the Work. Engineer may require additional photographs of areas with known or suspected concerns.
- D. Photographs of the Site shall be taken as well as photographs of specific locations, equipment, and activities.
- E. The minimum number of photographs shall be those listed herein and those directed by Engineer. Contractor may take additional photographs as they deem necessary.
- F. Photographic documentation is used as evidence that the Work has been completed according to the Contract Documents. Engineer may, at his option, take additional photographs but will not be required to make these photographs available to Contractor.
- G. Engineer may use photographic documentation of Defective work in a Notice of Defects. Engineer may also use photographic documentation to settle disputes.

#### 1.64 PRECONSTRUCTION PHOTOGRAPHS

- A. Contractor shall take digital photographs, prior to the start of the Work, at the locations of the Work.
- B. Contractor is responsible to take a sufficient number of preconstruction

photographs so as to resolve any disputes which may arise regarding the conditions prior to and subsequent to construction.

- C. Preconstruction photographs shall be submitted to Engineer for approval prior to starting the Work. Preconstruction photographs taken by Contractor will not be considered as part of the number of construction photographs required.
- D. Preconstruction photographs shall include the following:
  - 1. Overall views of the Site.
  - 2. Photos to indicate conditions prior to the start of the Work.
    - Structural condition.
    - Condition at connections to existing facilities.
    - Ground condition.
    - Condition of existing facilities adjacent to or involved in the Work.
    - Condition of adjacent properties (if close to the Site).
  - 3. Photos of areas that Contractor will use for parking, staging or storage.
- E. Should Engineer deem the number, type and quality of the photographs are insufficient to properly reflect existing conditions, Contractor shall re-take photographs until Engineer's acceptance is received.
- F. If a dispute arises in a location where no preconstruction photographs were taken, the disputed area shall be restored to the extent directed by Engineer and to the complete satisfaction of Engineer.

#### 1.65 CONSTRUCTION PHOTOGRAPHS

- A. Contractor shall take digital photographs weekly, or at such intervals as necessary to provide complete documentation, to demonstrate progress of the Work. Photographs shall be taken at the locations and at such stages of construction to provide such documentation.
- B. During the Work, photographic documentation is required for all major activities, at appropriate intervals, to provide views representative of work being performed.
- C. A minimum of five (5) photographs per week shall be taken.
- D. Engineer may require additional photographs if Contractor photographs are not accurately demonstrating the progress of the Work.

#### 1.66 POST-CONSTRUCTION PHOTOGRAPHS

- A. Upon completion of the Work, Contractor shall take digital photographs at the locations of the Work.

- B. Post-construction photographs shall be submitted to Engineer for approval prior to closeout. Refer to Section 01 77 19 Closeout Requirements. Post-construction photographs taken by Contractor will not be considered as part of the number of construction photographs required.
- C. Post-construction photographs shall include the following:
1. Overall views of the Site.
  2. Photos to indicate end result of the Work.
    - Work installed.
    - Connections to existing facilities.
    - Modified facilities.
  3. Photos to indicate the condition after completion of the Work.
    - Condition of existing facilities adjacent to or involved in the Work.
    - Condition of adjacent properties (if close to the Site).
    - Condition of areas that Contractor used for parking, staging or storage.
  4. Defects or uncompleted work identified during the final inspection and subsequent repaired or completed work. Refer to Section 01 77 23 Post Final Inspection.
- D. Should Engineer deem the number, type and quality of the photographs are insufficient to properly document the result of the Work or the condition after completion, Contractor shall re-take photographs until Engineer's acceptance is received.

#### 1.67 VIDEOS

- A. Contractor shall provide high-resolution, digital video with a minimum sensor resolution of 12 megapixels with vibration-reduction technology.
- B. Videos shall be verified to be in focus or shall be immediately retaken. Videos shall be of sufficient quality to be viewed on a 17-inch monitor without distortion.
- C. Videos depicting project work or existing conditions shall show a close-up of critical locations, equipment, or activities, or problem areas, at every possible angle and of sufficient length for documentation. Engineer may require additional close-up views of areas with known or suspected concerns.
- D. Video documentation is used as evidence that the Work has been completed according to the Contract Documents.
- E. Engineer may use video documentation of Defective work in a Notice of Defects. Engineer may also use video documentation to settle disputes.

END OF SECTION

**SECTION 01 33 10  
SUBMITTAL PROCEDURES**

PART 1 GENERAL

1.1 SUMMARY

A. This section includes administrative and procedural requirements for Submittals.

B. Related Sections:

1. Section 01 25 13 – Product Substitution Procedures
2. Section 01 77 19 – Closeout Requirements
3. Section 01 78 23 – Operations and Maintenance Data

1.2 DEFINITIONS

A. Performance Affidavit – A legal document stating that the performance of submitted equipment, apparatus, process or system meets the performance requirements of the Contract Documents.

B. Warranty – A legal document certifying that if the equipment, apparatus, process or system fails in operation or performance for a given term, the manufacturer will be responsible for making all necessary repairs or replacements to meet operational or performance requirements.

1.3 SUBMITTALS – GENERAL

A. Unless otherwise agreed upon by all parties, Submittals shall be submitted via e-mail in electronic PDF format. Submittals shall be made to the listed contacts for Owner and Engineer for the Project.

B. Sequentially number each Submittal. Resubmittals are to have original number with an alphabetic suffix.

C. Identify Project, Contractor, Subcontractor or Supplier, pertinent Drawings sheet number, pertinent detail number(s) from the Drawings, and Specifications section number, on each Submittal as appropriate.

D. Schedule the Submittals to expedite the Project. Coordinate submission of related items.

E. Owner is permitted to inspect and test materials, or require inspection or testing of materials, submitted for approval. Engineer is the sole judge if it is necessary

that any material or equipment be inspected at the place of manufacture.

#### 1.4 SAMPLES

- A. Upon written notice from Engineer, or where specified in the Contract Documents, Contractor shall submit to Engineer, for review, samples of materials proposed for use. Samples shall be in duplicate, of sufficient size, number or amount to show the quality, type, range of color, finish, and texture of the material intended to be furnished under this Contract.
  - 1. Each sample shall be labeled bearing the name and quality of the materials, Contractor's name, date and name of the Project.
  - 2. A letter from Contractor requesting review, shall accompany all samples.
  - 3. Samples shall be submitted in due time so as to permit proper consideration without delaying Contractor's operation.

#### 1.5 MANUFACTURER PERFORMANCE AFFIDAVITS

- A. When specified, Contractor shall provide a Performance Affidavit for the product or equipment listed.
- B. In the Performance Affidavit, each manufacturer shall certify to Contractor and Owner, jointly, that the Contract Documents have been examined and that the equipment, apparatus, process or system offered will meet in every way the performance requirements set forth in the Contract Documents. Equipment design, manufacturing and assembly specifications are an integral part of the performance requirements.
- C. Shop Drawings will not be reviewed prior to the receipt by Engineer of an acceptable Performance Affidavit.
- D. The Performance Affidavit must be signed by an officer (vice president or higher) of the basic corporation, partnership, or company manufacturing the equipment, and witnessed by a notary public.
- E. The Performance Affidavit shall be in the following format:

Addressed to: (Contractor) and (Owner)

Reference: (Contract Name)

Text: (manufacturer's name) has examined the Contract Documents and verifies that the (product) meets in every way the performance requirements and design specifications set forth in Section (s)

\_\_\_\_\_ of the Contract Documents.

Signature: (Corporate officers - vice president or higher)

Notary: (Signature(s) must be notarized)

#### 1.6 MANUFACTURER WARRANTY

- A. When specified, Contractor shall provide a Warranty for the product or equipment listed. The terms of the Warranty shall be included in the Submittal.
- B. The Warranty shall be provided for the length of time (term) specified in the Contract Documents and that term shall be clearly stated in the Warranty. If no term is specified, warranty shall be the manufacturer's standard, but not less than two (2) years.
- C. Any restrictions to the Warranty shall be clearly stated.
- D. Any conditions that would void the Warranty shall be clearly stated.
- E. The entity to be contacted to perform Warranty work shall be identified with complete contact information including address, telephone number for service, and e-mail address.

#### 1.7 SUBMITTAL DEVIATIONS, SUBSTITUTIONS, AND "OR EQUAL"

- A. Identify deviations from the Contract Documents, where the Submittal meets Contract requirements but cannot be provided exactly as specified:
  - 1. Product or system limitations which may impact the performance of any part of the Work must be clearly stated in the cover documents.
  - 2. If the Submittal deviates from the requirements of the Specifications in any way, it shall be clearly marked in the Submittal and stated in the cover documents with justification, for evaluation by Engineer.
  - 3. Engineer shall evaluate all deviations and may determine that the Submittal should be classified as a substitution. Submittal must then meet the requirements in Section 01 25 13 Product Substitution Procedures.
- B. If the Shop Drawings contains any departures from the Contract requirements, the Submittal is a substitution and must meet the requirements of Section 01 25 13 Product Substitution Procedures. Submittals identified as substitutions are to be submitted in the same format as other Submittals.
- C. Where a Shop Drawings is submitted as an "or equal" the burden of proof that the

Submittal is equal is on Contractor. In addition to other materials, Contractor shall furnish a listing of existing installations that the proposed equal may be reviewed, along with contact people at the existing installation.

1.8 SHOP DRAWINGS SUBMITTAL REQUIREMENTS

- A. Contractor shall submit for review, by Engineer, Shop Drawings for all fabricated work, manufactured items, equipment and material required to be furnished in the Contract and as required by the Specifications.
  
- B. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Project and Contract Documents. Stamp shall show the following information:
  - 1. Shop Submittal Number \_\_\_\_\_
  - 2. Deviations: None \_\_\_\_\_ As Listed \_\_\_\_\_
  - 3. Reference Specification Number \_\_\_\_\_
  - 4. Reference Drawing Number \_\_\_\_\_
  - 5. Space Requirements: As Designed \_\_\_\_\_ As Listed \_\_\_\_\_
  - 6. Representation is made to Owner and Engineer that Contractor has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers and similar data, that they have reviewed and coordinated the information in each Shop Drawings with the requirements of the Work and Contract Documents, and hereby approves this submittal.

Contractor \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

1.9 SHOP DRAWINGS SUBMITTAL TECHNICAL CONTENT

- A. Shop Drawings Submittals shall be complete and accurate and shall include the following to indicate item-by-item compliance with the Contract Documents:
  - 1. Verbal descriptions.
  - 2. Descriptive data.

3. Performance characteristics.
  4. Material specifications.
  5. Drawings.
  6. Piping diagrams.
  7. Wiring schematics.
  8. Catalog cuts.
  9. Manufacturer's specifications.
  10. Spare parts list.
- B. Submittal shall be clearly marked to allow identification of the specific products used. Catalog cuts showing information for more than one item on the page shall clearly indicate what items Contractor will be supplying under this Contract by clearly highlighting by applying unique color, arrows, or other identifying marks.
- C. Equipment manufacturers supplying equipment for the project shall examine the Drawings and Specifications pertaining to their particular equipment in order to be fully acquainted with the operating conditions to which the equipment will be subjected.
- D. Shop Drawings for each major component of a system or subsystem, and its appurtenances, shall be submitted under separate cover, but all Shop Drawings for equipment which is part of the same system or subsystem shall be submitted in the form of a package.
1. If requested by Engineer, Contractor shall supplement the Submittals(s) by such data, as required, to demonstrate that the sizes, capacities, characteristics and/or performances of each component of a system or subsystem, are consistent (compatible) with each other and with the provisions of the Specifications, for said system or subsystem.
- E. Drawings for electrical equipment shall show
1. Physical dimensions.
  2. Installation details.
  3. Elementary diagrams.
  4. Connection diagrams.

5. Interconnection diagrams.
  6. Coordination of control work.
  7. Components external to electrical equipment.
  8. Contact arrangement.
  9. Control action of the primary and final control elements.
  10. Detailed shop wiring diagrams, where electrical control equipment having internal wiring is required.
  11. Elementary diagram of the input and output elements which require connections to external equipment.
  12. Complete step by step description of the control action.
- F. Contractor shall furnish spare parts data for each different item of equipment. The data shall include:
1. A complete list of parts and supplies which may be subject to breakdown.
  2. Current unit prices and source of supply.
  3. A list of parts and supplies that are normally furnished at no extra cost with the purchase of the equipment.
  4. A list of additional items recommended by the manufacturer to assure efficient operation for a period of 120 days at the particular installation.
  5. A list of additional items that will be difficult to order and receive within 14 days. Any parts that would require a lead time of 30 days or more shall be noted as such.
- G. The foregoing shall not relieve Contractor of any responsibilities under any Warranty or Performance Affidavit specified herein.
- H. Where required, professional design documents shall be submitted with any required professional signature and seal.

#### 1.10 SHOP DRAWINGS REVIEW

- A. Acceptance or approval of a Shop Drawings shall not relieve Contractor of any responsibilities under the Contract.

- B. Any fabrication, erection, setting or other work done in advance of the receipt of Shop Drawings returned by Engineer and noted as “REVIEWED” or “REVIEWED AS NOTED,” shall be entirely at Contractor’s risk.
- C. When a Shop Drawings Submittal is satisfactory to Engineer, the Submittal will be stamped “REVIEWED” or “REVISED AS NOTED”, be dated, and the Shop Drawings will be returned to Contractor by the same manner it was received.
- D. When a Shop Drawings Submittal is returned to Contractor “REVISED AS NOTED”, Contractor shall acknowledge in writing to Engineer that they will provide, as required, all items noted and further that these notations have been properly provided to Suppliers, Subcontractors, and manufacturers associated with the product’s Shop Drawings to assure compliance with Engineer’s review.
- E. When a Shop Drawings Submittal is deemed to be unsatisfactory to Engineer, the Submittal will be stamped “REVISE AND RESUBMIT” and Engineer will return the deficient Shop Drawings to Contractor by the same manner it was received, with the necessary corrections and changes indicated. Contractor shall make such corrections and changes as indicated and resubmit revised Shop Drawings for further review by Engineer. Contractor shall revise and resubmit the Shop Drawings as required by Engineer, until acceptance thereof is obtained.
- F. Should a Shop Drawings be unacceptable to Engineer, the Submittal will be stamped “NOT ACCEPTED” and Engineer will return the deficient Shop Drawings to Contractor in the same manner it was received. It will be Contractor’s responsibility to resubmit a Shop Drawings that complies with the Contract Documents and that is acceptable to Engineer.

#### 1.11 POST-CONSTRUCTION SUBMITTALS

- A. All post-construction Submittals shall include a cover letter indicating the date of completion or Substantial Completion of the project, name of the Project, and identify Contractor, Engineer and Owner.
- B. All post-construction documents shall be submitted in PDF electronic format and two (2) hard copies shall be provided, unless otherwise indicated in the Contract Documents.
  - 1. Electronic copies of greater than 15 MB shall be submitted on transferrable media and not transmitted through e-mail, unless otherwise indicated in the Contract Documents or agreed upon by all parties.
  - 2. Hard copies shall be submitted to Owner, unless otherwise indicated in the Contract Documents or agreed upon by all parties.

- C. Upon completion of the Work, Contractor shall submit a form of guarantee certifying all of the Work performed under their Contract, for a correction period of a minimum one-year term, unless otherwise specified in the Contract Documents.
- D. Operation and Maintenance (O&M) Manuals and any other post-construction Submittals required by the Contract Documents shall be submitted upon completion of the Work.
  - 1. Refer to Section 01 78 23 Operations and Maintenance Data for information on O&M Manuals requirements.
  - 2. The spare parts listing and information outlined in 1.9-F shall be included in the O&M Manuals Submittal.
  - 3. Refer to Section 01 77 19 Closeout Requirements for detailed information for documents required to close out the Project.
- E. Where a manual is required, a table of contents shall be included and all sections shall be tabbed in the hard copy and separated by colored pages in the electronic copy.

END OF SECTION

**SECTION 01 35 23  
OWNER SAFETY REQUIREMENTS**

**PART 1 GENERAL**

**1.12 SUMMARY**

- A. This section includes minimum, general safety requirements instituted by Owner or general recommendations for safety at Owner's facilities.
- B. Where Owner's requirements conflict with OSHA Standards or Federal, State and Local health and safety requirements, the more stringent shall apply.
- C. Related Sections:
  - 1. Section 01 35 28 – Contractor's Health and Safety Plan

**1.13 GENERAL**

- A. No information listed shall relieve Contractor of their obligation to comply with requirements instituted by the Occupational Safety and Health Administration

(OSHA) or any other Federal, State or Local health and safety regulations and requirements that apply to the Project.

- B. No information listed shall relieve Contractor of their sole responsibility for health and safety of all workers under their control. Contractor shall incorporate requirements from this section, as appropriate, into the Contractor's Health and Safety Plan, prepared and submitted in accordance with Section 01 35 28 Contractor's Health and Safety Plan.
- C. All work areas should be reviewed by Contractor to determine safety requirements for all workers under the control of Contractor, regardless of designation or lack of designation by Owner.

#### 1.14 Personal Protective Equipment (PPE)

- A. Owner requires the use of the following PPE when working in process areas of the facility:
  - 1. Safety shoes
  - 2. Safety helmet/hard hat
- B. Owner recommends the use of the following PPE:
  - 1. Eye protection in process areas or when coming into contact with wastewater or wastewater solids.
  - 2. Ear protection in areas with greater than 70dB of noise.
  - 3. Masks or face shields as appropriate for the work being performed or when coming into contact with wastewater or wastewater solids.
  - 4. Gloves as appropriate for the work being performed or in the solids handling or chemical storage areas of facilities. Latex gloves or similar level protection is recommended when coming into contact with wastewater or wastewater solids.
  - 5. Waterproof or chemical resistant material body protection, such as rubber, plastic or Tyvek suits, boots, gloves, or waders, when a body part must be submerged in wastewater or wastewater solids.
- C. All PPE must be supplied by Contractor and comply with appropriate regulations.

#### 1.15 EVACUATION PLAN

- A. Contractor shall familiarize themselves with the posted evacuation plan at the

facility at which the Work is located. Contractor shall notify Engineer if such a plan cannot be located or if the Work prevents Contractor from carrying out the plan as designated.

- B. Contractor shall identify the nearest exit from the facility in the event of an emergency which requires evacuation.
- C. Contractor shall notify Engineer or Owner whenever present at a facility in case of emergency.

#### 1.16 EMERGENCY SERVICES

- A. Contractor shall identify emergency services in close proximity to the Site and how to request services. These services include, without limitation, police, fire and medical. Contractor shall notify Engineer or Owner if services cannot be identified and information will be provided.
- B. Contractor shall retain the address of the work site, as identified in the Contract Documents, to appropriately direct services in the event of an emergency.

END OF SECTION

### **SECTION 01 35 26.23 CONFINED SPACE ENTRY PLAN**

#### PART 1 GENERAL

##### 1.17 SUMMARY

- A. This section includes administrative requirements for Contractor's Confined Space Entry Plan.
- B. Related Sections:
  - 1. Section 01 33 10 – Submittal Procedures
  - 2. Section 01 35 28 – Contractor's Health and Safety Plan

##### 1.18 DEFINITIONS

- A. Contractor's Health and Safety Plan – A plan written and administered by Contractor to identify and explain the policies and procedures of Contractor with regard to the health and safety of those under their control when working at the Site or on components of the Project.
- B. Confined Space Entry Plan – A plan, that may be a component of the Contractor's

Health and Safety Plan, that addresses requirements for entry into a confined space, as defined in applicable regulations.

- C. Safety Officer –The person(s) identified in Contractor’s Health and Safety Plan as responsible for ensuring that all workers under the control of Contractor understand, are trained in, and adhere to the requirements in that Contractor’s Health and Safety Plan. This officer must be an employee of, company contracted by, or otherwise under the control of Contractor.

#### 1.19 CONFINED SPACE – GENERAL

- A. The Occupational Health and Safety Administration (OSHA) defines different types of confined spaces. Contractor must refer to the most recent regulations when determining if an area is a confined space.
- B. Contractor shall comply fully with the rules and regulations as stated in OSHA 29 CFR 1910, Subpart AA of 29 CFR 1926 and any other applicable regulation.
- C. Owner may identify areas that could be considered confined spaces. Contractor shall evaluate all areas involved in the Work and independently determine what precautions are necessary for workers under their control.
- D. When the Project contains more than one Contract, each Contractor shall be required to coordinate confined space entry operations with the other Contractors when workers under the control of more than one Contractor are working simultaneously within a confined space.
- E. Owner’s operations generally deal with industrial, municipal and residential wastewater. Wastewater is known to contain viruses, compounds, and chemicals. Such materials may become concentrated in a confined space.

#### 1.20 CONFINED SPACE ENTRY PLAN

- A. Contractor shall complete the Confined Space Program Certification in the Proposal section when submitting their bid, certifying that Contractor has established a Confined Space Program which conforms to OSHA 29 CFR 1910 and OSHA Subpart AA of 29 CFR 1926 and that full implementation of Contractor’s Confined Space Entry Plan is a requirement of this Contract.
- B. Review or acceptance of the Confined Space Entry Plan shall not relieve Contractor of any responsibilities related to the health and safety of the workers under their control.
- C. Contractor shall submit a Confined Space Entry Plan, either as part of the Contractor’s Health and Safety Plan or as an independent document, to

demonstrate that Contractor has policies and procedures related to confined spaces and to identify those policies and procedures.

1. Requirements for the Contractor's Health and Safety Plan are contained in Section 01 35 28 Contractor's Health and Safety Plan.
  2. Requirements for submitting documents is contained in Section 01 33 10 Submittal Procedures.
- D. Engineer, in reviewing or accepting a Contractor's Confined Space Entry Plan, is acknowledging the policies and procedures of Contractor but is not determining the compliance of such a plan with any regulatory requirements. Contractor is responsible for ensuring compliance with regulations.
- E. Engineer, in reviewing or accepting a Contractor's Confined Space Entry Plan, is not approving the content of the Plan. Engineer may request additional information if the submitted plan does not appear to contain policies and procedures sufficient to protect health and safety.
- F. If Engineer or Owner should question a method utilized in the Contractor's Confined Space Entry Plan, Contractor will be required to obtain a written response from OSHA which will determine if the procedure does or does not satisfy the requirements of OSHA 29 CFR 1910 and Subpart AA of 29 CFR 1926. Failure by Contractor to undertake the necessary steps to produce a written response from OSHA may delay the processing of the monthly payment estimate(s).
- G. Contractor and their Safety Officer shall be on-site to ensure that the Work is carried out in accordance with their Confined Space Entry Plan and OSHA, or any other applicable regulations.
- H. Contractor shall inform Engineer and Owner of any changes to the submitted Confined Space Entry Plan.

END OF SECTION

**SECTION 01 35 28  
CONTRACTOR'S HEALTH AND SAFETY PLAN**

**PART 1 GENERAL**

**1.21 SUMMARY**

- A. This section includes administrative requirements for Contractor's plan to comply

with health and safety regulations instituted by the Occupational Safety and Health Administration (OSHA) and any other Federal, State or Local health and safety regulations and requirements that apply to the Project.

B. Contractor is solely responsible for all site safety. Contractor's equipment and methods of operation shall be in full compliance with OSHA Standards and satisfy all Federal, State and Local health and safety regulations and requirements, regardless if they are explicitly stated in the Contractor's Health and Safety Plan. Contractor will be solely responsible for his safety program and the coordination of such with all persons and companies under his control.

C. Related Sections:

1. Section 01 33 10 – Submittal Procedures
2. Section 01 35 26-23 – Confined Space Entry Plan
3. Section 01 52 16 – First Aid Facilities

## 1.22 DEFINITIONS

- A. Contractor's Health and Safety Plan – A plan written and administered by Contractor to identify and explain the policies and procedures of Contractor with regard to the health and safety of those under their control when working at the Site or on components of the Project.
- B. Confined Space Entry Plan – A plan, that may be a component of the Contractor's Health and Safety Plan, that addresses requirements for entry into a confined space, as defined in applicable regulations.
- C. Safety Officer –The person(s) identified in Contractor's Health and Safety Plan as responsible for ensuring that all workers under the control of Contractor understand, are trained in, and adhere to the requirements in that Contractor's Health and Safety Plan. This officer must be an employee of, company contracted by, or otherwise under the control of Contractor.

## 1.23 HEALTH AND SAFETY – GENERAL

- A. OSHA administers and enforces regulations and requirements related to construction health and safety, generally included in 29 CFR 1926. Contractor must refer to the most recent regulations when creating a Contractor's Health and Safety Plan.
- B. Owner may identify areas of the Site or components of the Work that are of particular concern. Contractor shall evaluate all areas and components involved in the Work and independently determine what precautions are necessary for workers under their control.

- C. When the Project contains more than one Contract, each Contractor shall be required to coordinate health and safety requirements with the other Contractors when workers under the control of more than one Contractor are working simultaneously within an area or on a Site.
- D. Owner's operations generally deal with industrial, municipal and residential wastewater. Wastewater is known to contain viruses, compounds, and chemicals. Contact with wastewater should be considered when creating the Contractor's Health and Safety Plan.
- E. First aid facilities must be provided at the Site for workers that are injured in connection with the Work, in accordance with Section 01 52 16 First Aid Facilities.

#### 1.24 PLAN REQUIREMENTS

- A. Contractor's Health and Safety Plan shall be specific to the Project and include identified hazards and precautions for the Site.
- B. Contractor shall submit a Confined Space Entry Plan, either as part of the Contractor's Health and Safety Plan or as an independent document. Requirements for the Confined Space Entry Plan are contained in Section 01 35 26-23 Confined Space Entry Plan.
- C. References to written OSHA regulations shall be included.
- D. Requirements for submitting documents is contained in Section 01 33 10 Submittal Procedures.
- E. Contractor's Health and Safety Plan must be submitted and accepted before any work can take place on the Site.

#### 1.25 PLAN REVIEW

- A. Engineer, in reviewing or accepting a Contractor's Health and Safety Plan, is acknowledging the policies and procedures of Contractor but is not determining the compliance of such a plan with any regulatory requirements. Contractor is responsible for ensuring compliance with regulations.
- B. Engineer, in reviewing or accepting a Contractor's Health and Safety Plan, is not approving the content of the Plan. Engineer may request additional information if the submitted plan does not appear to contain policies and procedures sufficient to protect health and safety.

#### 1.26 PLAN ADMINISTRATION

- A. All persons under control of Contractor, including supervisory and all levels and types of workers, shall be trained in the submitted Contractor's Health and Safety Plan.
- B. All safety equipment such as harnesses, protective clothing, respiratory, air monitoring, ventilating, and similar apparatus for activities associated with construction or testing of the Work shall be provided by Contractor.
- C. If Engineer or Owner should question a method utilized in the Contractor's Health and Safety Plan, Contractor will be required to obtain a written response from OSHA which will determine if the procedure does or does not satisfy the requirements of OSHA 29 CFR Part 1926. Failure by Contractor to undertake the necessary steps to produce a written response from OSHA may delay the processing of the monthly payment estimate(s).
- D. Contractor shall inform Engineer and Owner of any changes to the submitted Contractor's Health and Safety Plan.

## PART 2 PRODUCTS

NOT USED

## PART 3 EXECUTION

### 3.4 REPORTING

- A. Contractor shall promptly report, in writing to Engineer, all accidents which caused death, personal injury or property damage, whatsoever arising out of or in connection with the performance of the Work, whether on or adjacent to the Site.
  - 1. Contractor must give full details and statements of witnesses.
  - 2. If death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or message to both Engineer and Owner.
  - 3. If any claim is made by anyone against Contractor or their Subcontractor, Contractor shall promptly report the circumstances in writing to Engineer, giving full details of the claim, including the exact wording of the claim.

### 3.5 PLAN COMPLIANCE

- A. Contractor shall provide a safe environment for all persons entering the Site or completing the Work.
- B. Precaution shall be exercised at all times for the protection of persons (including

employees) and property, and hazardous conditions shall be guarded against or eliminated.

- C. Contractor shall notify other Contractors, Engineer and Owner of any requirements that should be observed while the Work is in progress.
- D. The Safety Officer shall visit the Site to ensure all persons under the control of Contractor are following the Contractor's Health and Safety Plan and all applicable OSHA regulations.
- E. Any notification by Engineer or Owner requesting clarification of Contractor activities or actions of persons under Contractor's control, related to the Contractor's Health and Safety Plan, shall be addressed by the Safety Officer or his on-site representative.
  - 1. Notifications by Engineer or Owner do not relieve Contractor from complete responsibility for Contractor and Site health and safety.
  - 2. Notifications by Engineer or Owner do not determine compliance with the Contractor's Health and Safety Plan or any regulations but request clarification of Contractor's interpretation of the plan.

END OF SECTION

**SECTION 01 35 43-13  
ENVIRONMENTAL PROCEDURES FOR HAZARDOUS MATERIALS**

**PART 1 GENERAL**

**1.27 SUMMARY**

- A. This section includes environmental procedures for hazardous materials that are used in the course of the Work.
- B. This section does not include hazardous materials encountered on the Site.
- C. Related Sections:
  - 1. Section 01 35 28 – Contractor's Health and Safety Plan
  - 2. Section 01 52 16 – First Aid Facilities

**1.28 DEFINITIONS**

- A. Hazardous Material – Any material containing hazardous properties or hazardous components as defined by the Occupational Safety and Health Administration

(OSHA) or other regulatory agency.

- B. Hazard Communication Standard (HCS) – The standard, issued by OSHA, that provides guidance on classifying chemicals and communicating hazards.
- C. Safety Data Sheet (SDS) –A standard format of information from a chemical manufacturer, distributor or importer that explains the properties of each chemical; physical, health and environmental hazards; protective measures; and safety precautions for handling, storage and transportation, as required in the HCS.

#### 1.29 ENVIRONMENTAL PROCEDURES – GENERAL

- A. OSHA administers and enforces regulations and requirements related to the hazard communications, generally included in 29 CFR 1910.1200. Contractor must refer to the most recent regulations when determining the applicability of the regulations to the materials at the Site.
- B. Owner may identify components of the Work that would be considered Hazardous Materials. Contractor shall evaluate all components involved in the Work and independently determine what precautions and communications are necessary.
- C. Contractor shall make all hazard communication information available to other Contractors, Engineer and Owner at all times.
- D. Owner's operations generally deal with industrial, municipal and residential wastewater. Wastewater is known to contain viruses, compounds, and chemicals but is not considered a hazardous material.
- E. First aid facilities provided for workers must include, to the extent possible, materials to stabilize injuries associated with hazardous materials. Refer to Section 01 52 16 First Aid Facilities.
- F. Known hazards and plans to mitigate hazards should be identified in the Contractor's Health and Safety Plan. Refer to Section 01 35 28 Contractor's Health and Safety Plan.

#### 1.30 HCS REQUIREMENTS

- A. Contractor shall determine the Hazardous Materials involved in the Work and determine the communication requirements.
- B. SDSs shall be kept and maintained according to regulation.

- C. Workers must be trained on the handling and use of any Hazardous Materials involved in their work.

## PART 2 PRODUCTS

NOT USED

## PART 3 EXECUTION

### 3.6 HCS MAINTENANCE

- A. Contractor shall maintain the inventory of SDSs and any other hazard information throughout construction. This shall be available at all times.
- B. No materials shall be brought onto the Site without the accompanying SDS.
- C. Contractor shall notify other Contractors, Engineer and Owner of any Hazardous Materials in use throughout the progress of the Work.
- D. Contractor is responsible to train and educate all persons under their control as to any Hazardous Materials and any hazards present as a result.
- E. Contractor shall supply the necessary equipment, materials, and personal protective equipment throughout construction to mitigate hazards.

END OF SECTION

## **SECTION 01 41 05 REGULATORY REQUIREMENTS**

### PART 1 GENERAL

#### 1.68 SUMMARY

- A. This section includes references to federal, state and local regulations, information on requirements included in regulations and associated permitting.
- B. Related Sections:
  - 1. Section 01 33 10 – Submittal Procedures
  - 2. Section 01 35 26.23 – Confined Space Entry Plan
  - 3. Section 01 35 28 – Contractor’s Health and Safety Plan
  - 4. Section 01 35 43.13 – Environmental Procedures for Hazardous Materials
  - 5. Section 01 45 33 – Code-Required Special Inspections and Procedures
  - 6. Section 01 77 19 – Closeout Requirements

#### 1.69 ABBREVIATIONS

- A. CFR – Code of Federal Regulations
- B. DEC – Department of Environmental Conservation
- C. DOT – Department of Transportation
- D. DPW – Department of Public Works
- E. EPA – United States Environmental Protection Agency
- F. NYS - New York State
- G. OSHA – Occupational Safety and Health Administration
- H. SPDES - State Pollution Discharge Elimination System
- I. USACE – United States Army Corps of Engineers

#### 1.70 GENERAL

- A. Permits, licenses and easements for permanent structures or permanent changes in existing facilities will be secured and paid for by Owner, unless otherwise specified.
- B. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If Contractor observes that the Contract Documents are at variance therewith, Contractor shall promptly notify Engineer in writing and any necessary changes shall be adjusted as to the additional work and changes.
- C. If Contractor's methods of construction require that additional permit(s) be obtained, the cost for such permits and any delays in construction associated therewith shall be borne by Contractor.
- D. Codes and regulations referenced in the Contract Documents are not a comprehensive list of all that is applicable to the Work. The codes and regulations listed in the Contract Documents are referenced for the information and convenience of the Contractor. Not all codes or regulations applicable to the Work have been cited or adequately described in the Contract Documents. Contractor is responsible for compliance with all codes and regulations applicable to the Work and relevant to the Contractor's means and methods of performing the Work.

#### 1.71 OSHA REQUIREMENTS

- A. OSHA administers and enforces regulations and requirements related to construction health and safety, generally included in 29 CFR 1926 and 29 CFR 1910. Contractor must comply with the most recent regulations. OSHA Requirements include, without limitation, the following provisions:
1. General provisions including, without limitation, training, reporting of injuries, medical attention, fire prevention, housekeeping, personal protective equipment (PPE), employee records, and emergency action plans.
  2. Occupational health and environmental concerns including, without limitation, sanitation, noise exposure, radiation, ventilation, communication, and hazardous chemicals and waste.
  3. Personal protective and life saving equipment including, without limitation, criteria for PPE, foot protection, electrical protective equipment, head protection, hearing protection, eye and face protection, respiratory protection, safety belts, safety nets, and working over or near water.
  4. Fire protection and prevention including, without limitation, fire protection, fire prevention, flammable liquids, and temporary heating devices.
  5. Accident prevention signs and tags.
  6. Materials handling, storage, use and disposal.
  7. Hand and power tools.
  8. Welding and cutting.
  9. Electrical including, without limitation, wiring design and protection; wiring methods, components, and equipment; specific purpose equipment and installations; hazardous locations; lockout and tagging of circuits; environmental deterioration of equipment; and batteries and battery charging.
  10. Scaffolds and fall protection.
  11. Helicopters, hoists, elevators and conveyors.
  12. Motor vehicles, mechanized equipment and marine operations.
  13. Excavations including, without limitation, specific excavation requirements, requirements for protective systems, soil classification, sloping and benching, shoring for trenches, and selection of protective systems.
  14. Concrete and masonry construction including, without limitation,

requirements for equipment and tools, cast-in-place concrete, precast concrete, lift slab operations, and masonry construction.

15. Steel erection.
  16. Underground construction, caissons, cofferdams, and compressed air.
  17. Demolition.
  18. Blasting and the use of explosives.
  19. Electrical power transmission and distribution including, without limitation, medical services, enclosed spaces, PPE, portable ladders and platforms, power equipment, live-line tools, materials handling and storage, working near energized parts, de-energizing lines and equipment, grounding protection, testing, overhead lines, underground installations, and substations.
  20. Rollover protective structures and overhead protection.
  21. Stairways and ladders.
  22. Toxic and hazardous substances.
  23. Standard interpretations.
- B. Contractor must explicitly state how they will comply with OSHA's requirements. Refer to Section 01 35 28 Contractor's Health and Safety Plan.
  - C. Contractor must identify confined spaces and comply with rules and regulations related to confined space entry. Refer to Section 01 35 26.23 Confined Space Entry Plan.
  - D. Contractor must provide safety data sheets for hazardous chemicals used in the Work. Refer to Section 01 35 43.13 Environmental Procedures for Hazardous Materials.

#### 1.72 UTILITIES

- A. Contractor shall comply with New York State General Business Law Section 764 Duties of Excavators and all requirements referenced within.
- B. Contractor shall contact UDig NY at [udigny.org](http://udigny.org) or 811 prior to any excavation. Contractor shall be responsible for obtaining any permits required for utility protection.
- C. Contract shall obtain necessary permits and requirements from the Erie County

Water Authority or the municipality that owns the water system before using any hydrants.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 PERMIT CLOSE-OUT

- A. All applicable permit requirements must be completed prior to project closeout. Refer to Section 01 77 19 Closeout Requirements for specific information related to the Work.

END OF SECTION

**SECTION 01 42 00  
REFERENCES**

PART 1 GENERAL

1.73 SUMMARY

- A. This section includes an explanation of references to standards that may be used throughout the Specifications. This section also contains definitions of terms, acronyms and abbreviations used throughout the Contract Documents.

1.74 DEFINITIONS

- A. Approve(d) – Approval action shall be limited to the duties and responsibilities of the party giving approval. Approvals shall be valid only if obtained in writing and shall not apply to that which is the responsibility of Contractor including, without limit, means, methods, techniques, and procedures of construction. Approval shall not relieve Contractor from any Contract requirements.
- B. Directed – This term shall be limited to the authority given by the Contract Documents for the purpose for which it is used. This term shall not be interpreted to extend to the responsibility of any other party or to Contractor's supervision of construction.
- C. Furnish – Supply and deliver to the Site.
- D. Install – Operations at the Site including, without limitations, unloading, storing, unpacking, assembling, erecting, placing, anchoring, applying, working to

dimension, finishing, curing, protecting, cleaning, and similar operations.

- E. Provide – Furnish and install, complete and ready or intended use.
- F. Testing Agency – An independent entity engaged, through contract or other procurement, to perform specific inspections or tests, and to report on and interpret results of the inspections or tests, where applicable.

#### 1.75 STANDARDS

- A. General – Contractor, or those under the control of Contractor, shall be familiar with the applicable aspects of the specified standard where it applies to the Work. Contractor, or those under the control of Contractor, must obtain reference standards from publishing sources for any standard with which Contractor is unfamiliar.
- B. Applicability - Unless the Contract Documents include more stringent requirements, applicable industry standards have the same force and effect as if they were included in the Contract Documents to the extent referenced. Standards are made part of the Contract Documents by reference. It is Contractor's responsibility to prove compliance with referenced standards.
- C. Publication Dates – Unless otherwise indicated, compliance shall be with the most recent version of the referenced standard, at the date of the Contract.
- D. Conflicts – Where two or more standards are referenced, the most stringent requirement shall be enforced, should there be a conflict in the requirements, unless otherwise specified. If Contractor cannot determine which is more stringent, clarification from Engineer shall be requested.
- E. Minimum or Maximum – Where a minimum or maximum value is stated in a standard, compliance can be achieved if a minimum is equaled or exceeded or a numerical value is at or below a maximum. Where both are stated, compliance must be within both ranges.
- F. Compliance – When requested, Contractor shall furnish evidence satisfactory to Engineer or Owner that materials and methods are in accordance with standards. Such evidence may include the written standard, or applicable parts thereof.
- G. When no reference is made to a code, standard or specification, the Standard Specifications of the ASTM shall govern.

#### 1.76 ACRONYMS

- A. Reference to a technical society, organization, or body may be made in the

Specifications by acronyms according to the following list:

1. AAMA - Architectural Aluminum Manufacturers Association
2. AASHO - American Association of State Highway Officials
3. ACI - American Concrete Institute
4. AGA - American Gas Association
5. AGMA - American Gear Manufacturers Association
6. AISC - American Institute of Steel Construction
7. AMCA - Air Moving and Conditioning Association, Inc.
8. ANSI - American National Standards Institute, Inc.
9. ASCE - American Society of Civil Engineers
10. ASHRAE - American Society of Heating, Refrigerating and Air Conditioning Engineers
11. ASTM - American Society of Testing Materials
12. ASME - American Society of Mechanical Engineers
13. AWPA - American Wood Preservers Association
14. AWS - American Welding Society Code
15. AWWA - American Water Works Association
16. CIPRA - Cast Iron Pipe Research Association
17. CRSI - Concrete Reinforcing Steel Institute
18. ETL - Electrical Testing Laboratories, Inc.
19. Fed. Spec - Federal Specifications
20. FM - Factory Mutual Association
21. IEEE - Institute of Electrical & Electronic Engineers
22. JIC - Joint Industry Conference
23. NBS - National Bureau of Standards
24. NEMA - National Electrical Manufacturers Association
25. NFPA - National Fire Protection Association
26. NEC - National Electrical Code
27. OSHA - Occupational Safety & Health Administration
28. SMACCNA - Sheetmetal and Air Conditioning Contractors National Association
29. SSPC - Steel Structures Painting Council
30. UL - Underwriters' Laboratories, Inc.
31. USASI - United States of America Standard Institute

- B. Where acronyms are not spelled out above, they shall mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction or other applicable entity, given the context.

#### 1.77 ABBREVIATIONS

- A. The following are commonly-used abbreviations. Abbreviations may be

capitalized or lower case:

1. AC – alternating current or air conditioning
2. AMP – ampere
3. C – Celsius
4. CFM – cubic feet per minute
5. CM – centimeter
6. CY – cubic yard
7. DC – direct current
8. DEG – degrees
9. F – Fahrenheit
10. FPM – feet per minute
11. FPS – feet per second
12. FT –feet
13. GAL – gallons
14. GPM – gallons per minute
15. IN – inches
16. KIP – thousand pounds
17. KSI – thousand pounds per square inch
18. KSF – thousand pounds per square foot
19. KV – kilovolt
20. KVA – kilovolt amperes
21. KW – kilowatt
22. KWH – kilowatt-hour
23. LBF – pounds force
24. LF – lineal feet
25. M – meters
26. MPH – miles per hour
27. MM – millimeter
28. PCF – pounds per cubic foot
29. PSF – pounds per square foot
30. PSI – pounds per square inch
31. PSY – per square yard
32. SF – square foot
33. SY – square yard
34. V - volts

- B. Abbreviations may also be listed on the Drawings.
- C. Where abbreviations are not spelled out above, they shall mean the recognized shortening of term, given the context. Contractor shall request clarification for any abbreviation that is not listed or the definition known.

END OF SECTION

**SECTION 01 45 05  
QUALITY CONTROL**

**PART 1 GENERAL**

**1.78 SUMMARY**

- A. This section includes standards for the Project related to quality and quality control.
- B. Related Sections:
  - 1. Section 01 25 13 – Product Substitution Procedures
  - 2. Section 01 33 10 – Submittal Procedures
  - 3. Section 01 42 00 – References
  - 4. Section 01 45 33 – Code-Required Special Inspections and Procedures
  - 5. Section 01 61 00 – Common Product Requirements
  - 6. Section 01 62 00 – Product Options

**1.79 GENERAL**

- A. Wherever in these Specifications any material or apparatus is designated by its trade name, brand or name of manufacturer, it shall be understood that such material or apparatus is specified as a standard of quality required.
- B. The workmanship and materials of all items shall meet industry standard quality requirements and the quality standards of the Contract Documents. If there should be a discrepancy, the highest quality standard shall be maintained unless otherwise directed by Engineer.
- C. Referenced standards, as explained or listed in Section 01 42 00 References, may be used to determine the quality of materials or workmanship.
- D. Material quality shall be maintained from procurement to acceptance of the Project. The quality shall not be diminished by action or neglect.

**1.80 MATERIALS REQUIRING SAMPLES**

- A. Any material submitted as an ‘or equal’ in accordance with Section 01 33 10 Submittal Procedures, must be demonstrated to be of equal quality to that of the specified material. Samples may be required.
- B. Where material and quality are not definitely specified, samples or specimens shall be submitted to Engineer in accordance with Section 01 33 10 Submittal Procedures for review, except as otherwise specified for that material.
- C. Where materials are submitted as part of a substitution, in accordance with

Section 01 25 13 Product Substitution Procedures, samples or specimens shall be submitted to Engineer in accordance with Section 01 33 10 Submittal Procedures for review to ensure quality.

- D. Contractor shall furnish for review, so as to cause no delay in the Work for any Contract, all required samples. Engineer shall review such samples, with reasonable promptness, for quality standards.
- E. Materials supplied shall be in accordance with reviewed samples. All materials incorporated into the Work shall be equal in quality to the reviewed samples. Should any dispute arise as to the quality or fitness of workmanship, equipment, materials or articles, the decision shall rest with Engineer.
- F. Any material delivered to the Site, whether incorporated in the Work or not, which does not conform to the reviewed sample, will be rejected and shall be promptly removed from the Site and replaced by acceptable materials at Contractor's expense.

#### 1.81 INSPECTION AND TESTING

- A. Owner is permitted to inspect and test materials, or require inspection or testing of proposed materials, for quality, in accordance Section 01 33 10 Submittal Procedures. The need for testing of materials shall be determined by Engineer.
  - 1. Code required inspection and testing shall be in accordance with Section 01 45 33 Code-Required Special Inspections and Procedures.
- B. The selection of bureaus, laboratories, and/or agencies for such inspection and testing is subject to the approval of Engineer.
- C. Satisfactory documentary evidence that material has passed the required inspection and testing must be furnished to Engineer prior to its incorporation in the Work.
- D. Any material rejected following inspection or testing must be promptly removed from the Site, whether stored or installed in the work.
- E. The inspection and acceptance of materials and work at the mills, shops, or at any place where material or work is in course of preparation, to facilitate the progress of the Work, shall not preclude rejection at the Site, if the material were found unsuitable.

#### 1.82 STANDARD PRODUCTS

- A. All materials, equipment and accessories shall be new and unused and shall be

essentially the standard product of a manufacturer regularly engaged in the production of such material or equipment. See Section 01 61 00 Common Product Requirements. Such items proposed under these conditions must meet all the technical requirements as stated in the Contract Documents.

- B. Any options supplied must meet quality standards and technical requirements as stated in the Contract Documents. See Section 01 62 00 Product Options.

END OF SECTION

**SECTION 01 45 33  
CODE REQUIRED SPECIAL INSPECTIONS AND PROCEDURES**

PART 1 GENERAL

1.83 SUMMARY

- A. This section includes references to federal, state and local codes, information on requirements included in codes and associated required special inspection, and storage tank removal procedures.
- B. Related Sections:
  - 1. Section 01 41 05 – Regulatory Requirements

1.84 ABBREVIATIONS

- A. DPW – Department of Public Works
- B. IBC – International Building Code
- C. IECC – International Energy Conservation Code
- D. IMC – International Mechanical Code
- E. IPC – International Plumbing Code
- F. NEC – National Electrical Code (NFPA 70)
- G. NFPA – National Fire Protection Association
- H. NFPA 101 – Life Safety Code
- I. NYSDEC – New York State Department of Environmental Conservation

1.85 IBC REQUIREMENTS

- A. IBC includes portions of the requirements in IPC, IMC, NEC, NFPA and NFPA 101. These requirements are included by reference, as applicable, when referring to IBC.
- B. Erie County requires that all work conforms with IBC. This includes special inspections and procedures included in those guidance documents. These requirements will generally be listed in the required Building Permit Application with DPW.
- C. Contractor shall be aware of the requirements in most current IBC and shall perform special inspections and procedures required by IBC, if directed by Engineer, at Contractor expense, regardless if such inspection is specifically stated in the Contract Documents or DPW Building Permit.
- D. Contractor responsible for work included in the IBC code shall be responsible for providing the special inspection and procedures.

#### 1.86 IECC REQUIREMENTS

- A. Certain aspects of construction may reference requirements in IECC. Conformance with IECC shall include any related special inspections or procedures in manufacture or installation, regardless if those special inspections or procedures are specifically stated.

#### 1.87 REQUIRED SPECIAL INSPECTIONS

- A. A third-party electrical inspection shall be performed following electrical work in any County building. Electrical Contractor shall be required obtain such an inspection, at Contractor expense.
- B. A certification of compliance with all emergency power and lighting requirements shall be provided by Electrical Contractor following work in a County building. Electrical Contractor shall notify Engineer if additional work is necessary to meet requirements.
- C. Associated special inspections shall be performed in accordance with the Contract Documents and IBC.

#### 1.88 STORAGE TANK CLOSURE PROCEDURES

- A. Removal of a registered underground chemical or petroleum bulk storage tank shall follow procedures outlined by the NYSDEC and any other applicable regulation. See Section 01 41 05 Regulatory Requirements for more information.
- B. Storage tank closure procedures are generally as follows:

1. Owner shall remove all product to the lowest draw-off point.
2. Contractor shall drain and flush piping into the tank using service or potable water.
3. Contractor shall pump out remaining liquid. Contractor shall dispose of this liquid and sediment mixture, unless otherwise indicated in the Contract documents.
4. For underground storage tanks, unless the tank is to be abandoned in place, Contractor shall excavate for removal of the tank
5. Contractor shall disconnect, temporarily cap, or cap, depending on the method and location of tank removal (or abandonment) and cleaning, all exposed lines on the tank. Cap or plug all lines that were connected to the tank that will no longer be used.
6. Contractor shall purge the tank of all vapors using a NYSDEC approved method, test the tank atmosphere, and repeat purging as necessary until the tank is purged of all harmful gasses. Test reports shall be provided to Engineer.
7. Contractor shall clean and properly dispose of the tank, if the tank is removed.
8. Where regulations require, for decommissioned underground storage tanks, soil sampling shall be conducted by taking random samples of the surrounding areas. Sampling shall be directed by Engineer and shall be indicative of the average condition of the surrounding soils.

END OF SECTION

**SECTION 01 52 16  
FIRST AID FACILITIES**

PART 1 GENERAL

1.89 SUMMARY

- A. This section includes requirements for Contractor supplied first aid facilities and supplies.
- B. Related Sections:
  1. Section 01 35 28 – Contractor’s Health and Safety Plan

1.90 GENERAL

- A. Each Contractor shall provide all necessary first aid supplies and facilities for general minor injuries and for potential project-specific injuries based on hazards identified in the Contractor Health and Safety Plan (as required in Section 01 35 28 Contractor's Health and Safety Plan).
- B. Contractor shall supply all necessary requirements of OSHA regulations.
- C. At a minimum, Contractor shall have supplies and facilities to:
  - 1. Clean and sanitize minor injuries.
  - 2. Treat and cover minor cuts.
  - 3. Treat minor burns.
  - 4. Reduce swelling due to injuries.
  - 5. Wash chemicals or particles from eyes.
  - 6. Protect personnel administering first aid or CPR, with appropriate PPE such as gloves, mask, breathing barrier.
  - 7. Prevent progression of effects from excessive heat or cold, if identified as a risk.

END OF SECTION

**SECTION 01 52 19  
SANITARY FACILITIES**

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements for Contractor supplied sanitary facilities.

1.2 GENERAL

- A. Contractor shall provide a sanitary facility (toilet) in accordance with the minimum OSHA Safety and Health requirements. No bathroom facilities will be available for Contractor use from Owner.
- B. At a minimum, Contractor shall provide:
  - 1. Toilet facilities with toilet paper.

2. Antibacterial gel or liquid for sanitizing hands.
- C. Upon completion and acceptance of the Project, Contractor shall remove the facilities from the Site and, unless otherwise directed, shall restore all areas affected by installation to a condition equal to or better than that which existed before installation.

END OF SECTION

**SECTION 01 55 10  
VEHICULAR ACCESS AND PARKING**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. This section includes considerations for access and parking at the Site for vehicles and other motorized equipment.
- B. Related Sections:
  1. Section 01 14 17 – Coordination with Owner’s Operations
  2. Section 01 14 19 – Use of Site

**1.2 GENERAL**

- A. Contractor shall provide and maintain access to fire hydrants free of obstructions.
- B. Contractor must provide access to all emergency vehicles including, without limitation, ambulances, police cars, and firefighting vehicles and equipment, traveling through or stopping at any part of the Site and will yield, to these vehicles and cease construction activities, as necessary.
- C. Contractor shall maintain the access and parking in such a condition and conduct operations in such a manner that snow and ice are controlled when necessary, and in such a manner that proper drainage is provided.
- D. Contractor shall clean and restore paving and other site features after construction use.

**1.3 ACCESS**

- A. Contractor shall only access the Site at authorized locations. General access locations shall be determined prior to any work being performed at the Site.

Written authorization shall be obtained for any other required access.

- B. All existing roads, streets, sidewalks, and traffic ways shall be kept open for the passage of traffic and pedestrians during the construction period unless otherwise approved by Owner, Engineer, or authority having jurisdiction over same.
- C. When required to cross, obstruct or temporarily close an existing site road, street, sidewalk or traffic way, Contractor shall provide and maintain suitable detours or other approved temporary expedients for the accommodation of traffic. Traffic shall be maintained over a reasonably smooth traveled way which shall be so marked by signs, delineators and/or other methods so that any person unfamiliar with conditions is able to safely ride, drive or walk day or night with a minimum of discomfort and inconvenience. Closings shall be for the shortest time practical and passage will be restored immediately after the completion of the Work impeding access.
- D. In addition, Contractor shall provide and maintain such other warning signs and barricades in other areas as may be required for the safety of those employed in the Work or visiting the Site.
- E. Refer to Section 01 14 19 Use of Site for information on easements and other requirements related to site access.
- F. Owner may need to use access roads for ongoing operations while the Work is being performed. Refer to Section 01 14 17 – Coordination with Owner’s Operations for additional information.

#### 1.4 PARKING

- A. Contractor parking shall only occur in authorized areas. Parking areas shall be determined prior to any work being performed at the Site.
- B. Contractor shall not park work or personal vehicles or equipment on private property unless writing authorization is obtained.

END OF SECTION

### **SECTION 01 57 33 SECURITY**

#### PART 1 GENERAL

##### 1.1 SUMMARY

A. This section includes requirements for Contractor regarding site security.

B. Related Sections:

1. Section 01 66 00 – Product Storage and Handling Requirements

## 1.2 GENERAL

A. During the progress of the Work, and up to the date of final acceptance, Contractor shall bear all risk of loss and shall be solely responsible for the care and protection of all work and materials associated with this Contract.

B. Contractor is responsible for security required to protect all work and materials against damage, injury or loss from any cause. Contractor shall take responsibility for any such damage or loss due to lack of security.

C. Contractor shall supply secure storage facilities for materials involved in the Work in association with Section 01 66 00 Product Storage and Handling Requirements.

END OF SECTION

## SECTION 01 61 00 COMMON PRODUCT REQUIREMENTS

### PART 1 GENERAL

#### 1.1 SUMMARY

A. This section includes requirements for products incorporated into the Work by Contractor.

B. Related Sections:

1. Section 01 25 13 – Product Substitution Procedures

2. Section 01 33 10 – Submittal Procedures

#### 1.2 GENERAL

A. No materials or supplies for the Work shall be purchased by Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. Contractor warrants that there is good title to all materials and supplies used in the Work.

- B. Each unit of equipment shall have the manufacturer's name or trademark on a corrosion-resistant nameplate securely affixed in a conspicuous place. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment. Such other information as the manufacturer may consider necessary to complete identification shall be shown on the nameplate.
- C. All materials or equipment delivered to the Site shall be accompanied by certificates, signed by an authorized officer of the manufacturing company, guaranteeing that the materials or equipment conform to specification requirements. Such certificates shall be immediately turned over to Engineer. Materials or equipment delivered to the Site without such certificates will be subject to rejection.
- D. Products shall be of commercial grade quality unless otherwise specified.
- E. Products shall not contain or produce materials that are known as hazardous, noxious, or harmful in nature. If design warrants such a product, hazards shall be fully disclosed when submitting a shop drawing for the product under Section 01 33 10 Submittal Procedures.
- F. Equipment, materials, and any related information shall be supplied in English units unless otherwise specified. Any data depicted on a nameplate or anything permanently affixed shall be in English units.
- G. Where specific products are not specified, provide standard products of types and kinds that are suitable for the intended purposes and that are usually and customarily used on similar projects under similar conditions. If standard products cannot be determined or if more than one standard product is available, Contractor shall verify use of any product with Engineer.

### 1.3 SOURCES OF MATERIALS

- A. Upon request, Contractor shall furnish Engineer, in writing, the names and addresses of manufacturers or dealers from whom Contractor intends to secure materials.
- B. Any material ordered or delivered at the Site without prior approval is subject to rejection. Awards made by Contractor and proceeding with work under any item without satisfactory review of the materials, manufacturer or vendor by Engineer is at Contractor's own risk.
- C. Engineer's satisfactory review, when given, will be only on the basis of the manufacturer's experience and similar considerations specified herein, and will in

no way imply that the material or equipment submitted will be satisfactory unless full compliance with the Contract Documents is demonstrated to Engineer's satisfaction through the submittal process outlined in Section 01 33 10 Submittal Procedures.

- D. All products and materials used in the Work shall be new stock or procured for this Project; refurbished or salvaged materials shall not be permitted.
- E. To the fullest extent possible, provide products of the same kind from a single source. Products required to be supplied in quantity shall be the same product and interchangeable throughout the Work. When options are specified for the selection of any of two or more products, the product selected shall be compatible with products previously selected.

#### 1.4 COMPATIBILITY

- A. All supplied equipment and materials shall be compatible. If specified materials are not compatible, Contractor will notify Engineer.
- B. If a Substitution is approved in accordance with Section 01 25 13 Product Substitution Procedures, all installation procedures, associated materials and equipment shall be provided to be compatible with the substitution. It is Contractor's responsibility to ensure compatibility.
- C. Contract Documents will indicate the basis of design. Dimensions and other physical characteristics may slightly vary depending on manufacturer submitted. It is Contractors responsibility to identify the differences and adjust the Work accordingly or submit modifications for approval. Contractor shall be responsible for the cost of all modifications for equipment or materials that were not the basis of design, unless otherwise stated in the Contract Documents, the basis of design equipment or materials were not available, or their use was determined to be detrimental to the project by Engineer.

END OF SECTION

### **SECTION 01 62 00 PRODUCT OPTIONS**

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. This section includes product option requirements for products incorporated into

the Work by Contractor.

B. Related Sections:

1. Section 01 25 13 – Product Substitution Procedures
2. Section 01 33 10 – Submittal Procedures
3. Section 01 42 00 - References
4. Section 01 61 00 – Common Product Requirements

1.2 GENERAL

- A. Items specified by dimensions shall not exclude the furnishing of such items other than the specified dimensions where the quality, use and serviceability of the material is the same or equal. However, Contractor is responsible for adjusting work according to any differing dimensions as specified in Section 01 61 00 Common Product Requirements.
- B. Where an option is specified for a product and Contractor would like to propose an alternate option, that alternate may be considered a substitution and may be subject to the requirements of Section 01 25 13 Product Substitution Procedures.
- C. Where Contract Documents describe a product, listing characteristics required, with or without use of a brand name, a product shall be provided that has the specified attributes and otherwise complies with specified requirements.
- D. Where Contract Documents require compliance with performance requirements, product(s) shall be provided that comply and are recommended by the manufacturer for the intended application. Verification of manufacturer's recommendations may be by product literature or by certification of performance from manufacturer.
- E. Where Specifications require compliance with a standard, provided product shall fully comply with the standard specified. Refer to general requirements specified in Section 01 42 00 References regarding compliance with referenced standards, standard specifications, codes, practices and requirements for products.
- F. Selected options for products shall be identified in all submittals in accordance with Section 01 33 10 Submittal Procedures.

1.3 PRODUCT SAMPLES

- A. Where Contract Documents require matching a sample, the decision by Engineer or Owner on whether a proposed product matches shall be final. Where no product visually matches, but the product complies with other requirements, comply with Section 01 25 13 Product Substitution Procedures for selection of a

matching product in another category.

- B. Where Contract Documents require selection from manufacturer's standard colors, patterns or textures, selections of products will be made by indicated party or, if not indicated, by Engineer. Engineer will select color, pattern and texture from the product line of submitted manufacturer, if all other specified provisions are met.

END OF SECTION

**SECTION 01 65 00  
PRODUCT DELIVERY REQUIREMENTS**

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations for the delivery of products related to the Work.
- B. Related Sections:
  - 1. Section 01 14 19 – Use of Site
  - 2. Section 01 33 10 – Submittal Procedures
  - 3. Section 01 66 00 – Product Storage and Handling Requirements
  - 4. Section 01 78 45 – Spare Parts and Extra Materials

1.2 GENERAL

- A. Delivery of products shall be scheduled so that storage time on the Site will be minimized.
- B. Deliveries shall only occur during normal working hours unless otherwise approved in writing.
- C. Contractor must have personnel on the Site authorized to accept deliveries when deliveries occur. Owner or Engineer will not accept deliveries of products on behalf of Contractor unless prior written agreement has been obtained.
- D. Contractor contact information shall be provided to shipping company. Owner contact information shall not be used for shipping unless otherwise agreed to in writing.
- E. Locations of deliveries shall conform with Section 01 14 19 Use of Site and any

other requirements listed in the Contract Documents.

- F. Products delivered to the Site must be handled and stored in accordance with Section 01 66 00 Product Storage and Handling Requirements.
- G. Contractor shall provide such vehicles, equipment or apparatus that is required to safely and securely, without damage, accept products from the delivery.
- H. Spare parts and extra materials must be delivered to the Site in accordance with Section 01 78 45 Spare Parts and Extra Materials.
- I. Deliveries shall be in conformance with applicable statutes, ordinances, regulations and rulings of proper public authority.
- J. Unnecessary materials or equipment shall not be delivered to the Site.
- K. Deliveries shall not block access in areas of egress of persons or vehicles.

### 1.3 INSPECTION

- A. Delivered products shall be inspected by Contractor for damage before placing in storage or prior to implementation into the Work. Contractor is responsible for replacement or repair, as determined by Engineer, of damaged products.
- B. Inspect delivered products to ensure that they conform with the Contract Documents and the product approvals obtained in accordance with Section 01 33 10 Submittal Procedures. Products not in compliance with Contract Documents and Shop Drawings will be directly returned to manufacturer by Contractor and shall not be implemented into the Work.
- C. Engineer and Owner have the right to inspect delivered materials.

END OF SECTION

## **SECTION 01 66 00 PRODUCT STORAGE AND HANDLING REQUIREMENTS**

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. This section includes considerations for the storage and handling of products related to the Work or Contractor's execution of the Work.

B. Related Sections:

1. Section 01 14 19 – Use of Site
2. Section 01 57 33 – Security
3. Section 01 65 00 – Product Delivery Requirements
4. Section 01 77 23 – Post Final Inspection
5. Section 01 78 45 – Spare Parts and Extra Materials

1.2 GENERAL

- A. Products delivered according to Section 01 65 00 Product Delivery Requirements must be handled and stored in such a manner such that no damage to the product shall occur.
- B. Handling and storage shall be in accordance with manufacturer's instructions and any other specific requirements for handling and storage included in the Contract Documents.
- C. Locations of storage shall conform with Section 01 14 19 Use of Site
- D. Contractor is responsible for the secure storage of products, materials and other items used in the Work in accordance with Section 01 57 33 Security.
- E. Spare parts and extra materials must be handled and stored by Contractor in accordance with Section 01 78 45 Spare Parts and Extra Materials. Such products must be stored until written acceptance of the Project.
- F. Contractor is responsible to repair any damage that occurs to products, the Work or adjacent facilities during storage and handling.
- G. Damaged items shall not be used in the Work unless written permission is obtained to allow for use. Damage shall include indentations, rusting or other surface damage or deterioration.

1.3 STORAGE

- A. Contractor shall store his equipment and materials at the Site in a manner acceptable to Owner and Engineer, and in conformance with applicable statutes, ordinances, regulations and rulings of proper public authority. Contractor shall enforce the instructions of Owner and Engineer respecting signs, advertisements, fire and smoking.
- B. Unnecessary materials or equipment shall not be stored on the Site.
- C. Store apparatus, materials, supplies and equipment in a safe, orderly manner that does not interfere with the Work or normal operations of the surrounding areas.

- D. Storage shall not block access in areas of egress.
- E. Store materials that are subject to injury by exposure to weather, theft, breakage or otherwise.
- F. Limited storage may be available on the Site. Owner will not be responsible for any items stored in their facilities.
- G. Store products in such a manner that it can be easily inspected. Inspect stored products at regular intervals to ensure that damage has not occurred or is not occurring. Engineer has the right to inspect stored materials at any time.
- H. Materials stored upon streets or roads shall be so placed as to cause minimum obstruction to traffic and the public. Materials stored upon streets or roads are subject to the approval of the agency having jurisdiction of the roadway. Materials shall not be placed within 10 feet of fire hydrants. Gutters and drainage inlets shall be kept unobstructed at all times.
- I. Contractor shall not store materials or encroach upon private property without the written consent of the owners of such private property.
- J. Contractor storage facilities or apparatus, or any items stored in Owner facilities, must be removed in a timely manner following the Final Inspection. Refer to Section 01 77 23 Post Final Inspection for any requirements.

#### 1.4 HANDLING

- A. Contractor shall place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work.
- B. Contractor shall provide such vehicles, equipment or apparatus that is required to safely and securely, without damage, handle materials associated with the Work.
- C. Owner may have equipment or apparatus that can assist in the handling of products used in the Work. Owner equipment and apparatus cannot be used without prior written consent. When Owner equipment or apparatus is used, Contractor must obtain written certification of the condition of such before and after use. Contractor is responsible to repair damage to Owner equipment or apparatus, and such repair must be completed by a certified repair specialist, as recommended by the manufacturer.

END OF SECTION

## SECTION 01 71 34

### PROTECTION OF THE WORK AND PROPERTY

#### PART 1 GENERAL

##### 1.1 SUMMARY

A. This section includes requirements associated with protection of the Work, public property, private property, and Owner facilities and property.

B. Related Sections:

1. Section 01 14 17 – Coordination with Owner’s Operations
2. Section 01 74 10 – Cleaning and Waste Management

##### 1.2 GENERAL

- A. Contractor shall be responsible for taking all precautions, providing all programs, and taking all action necessary to protect the Work and all public and private property and facilities from damage.
- B. Contractor shall not, except for written consent from proper parties, enter or occupy with workers, tools, materials or equipment, privately-owned land. Operations are to be restricted to the Site described in the Contract Documents.
- C. Contractor shall assume full responsibility for the preservation of all public and private property or facilities on or adjacent to the Site. Any direct or indirect damage is done by or on account of any act, omission, neglect or misconduct in the execution of the Work by Contractor shall be restored by Contractor to a condition equal to or better than that existing before the damage was done.
- D. Where work includes direct or indirect contact with wastewater, Contractor shall take precautions to prevent unnecessary contact between wastewater and the Work, facilities or property.

##### 1.3 SITE REQUIREMENTS

- A. In order to prevent damage, injury or loss, Contractor’s actions shall include, but not be limited to, the following:
1. Coordinate work with Owner’s operations in accordance with Section 01 14 17 Coordination with Owner’s Operations.

2. Place upon the Work or existing facilities only such loads as are consistent with the capacity of the components to bear those loads.
  3. Clean up frequently all refuse, rubbish, scrap materials, and debris caused by Contractor operations in accordance with Section 01 74 10 Cleaning and Waste Management.
- B. Contractor shall be responsible for closing, roping off, or otherwise controlling access to the work areas during construction to prevent damage to the Work and property.

END OF SECTION

**SECTION 01 73 19  
INSTALLATION**

**PART 1 GENERAL**

1.1 SUMMARY

- A. This section includes requirements regarding installation of components of the Work.
- B. Related Sections:
  1. Section 01 33 10 – Submittal Procedures

1.2 GENERAL

- A. Contractor shall supply all necessary tools and machinery appropriate for installation of the Work. Owner tools, equipment, machinery or other facilities shall not be used unless otherwise specified or approved in writing.
- B. Contractor shall have on-hand sufficient tools and machinery of ample capacity to facilitate the Work and to handle all emergencies normally encountered in work of this character. Contractor shall only use tools or machinery intended to perform the necessary task.
- C. Contractor shall install components at the time and under conditions that will ensure the best possible results. Contractor shall maintain conditions required for product performance until acceptance of the Work.
- D. Work components shall be installed at the locations and elevations shown on the Plans unless directed otherwise by Engineer. Contractor shall make vertical work plumb and horizontal work level, unless otherwise specified.
- E. Where space is limited, Contractor shall orient work components to provide for

maximum space to perform maintenance and for ease of removal of components.

F. Manufacturer's installation instructions, where available, shall be followed.

### 1.3 EQUIPMENT INSTALLATION

- A. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary corrections can be made readily between the various units.
- B. Install all equipment strictly in accordance with the recommendations of the manufacturer's instructions. Contractor shall provide written installation instructions in accordance with Section 01 33 10 Submittal Procedures. Contractor shall have such written instructions at the Site and shall refer to those instructions throughout installation.
- C. Contractor shall furnish, install and protect all necessary guides, track rails, bearing plates, anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be made of ample size and strength for the purpose intended. Anchor bolts in submerged locations shall be of non-corrosive materials of the required strength.
- D. Contractor shall furnish all oils and greases for initial operation, and shall give to Engineer a list of the lubricants used on each item of equipment. Where possible, all lubricants shall be obtained from one manufacturer, approved by Owner. Each item of equipment shall be tagged to show the date, name and type of lubricant used.

END OF SECTION

## **SECTION 01 73 24 CONNECTIONS TO EXISTING FACILITIES**

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. This section includes requirements regarding connecting to Owner facilities.
- B. Related Sections:
  - 1. Section 01 14 17 – Coordination with Owner's Operations
  - 2. Section 01 71 34 – Protection of Work and Property

## 1.2 GENERAL

- A. All connections to existing facilities shall be coordinated with Owner in accordance with Section 01 14 17 Coordination with Owner's Operations.
- B. All existing facilities shall be protected in accordance with Section 01 71 34 Protection of Work and Property.
- C. Contractor shall plan and prepare for all connections to existing facilities in advance. Contractor shall have everything readily available to complete the connection, in the shortest time possible, and to handle all emergencies normally encountered in such a connection.
- D. Contractor shall review connection plan with Engineer in advance of any connection attempt.

## 1.3 ELECTRICAL FACILITIES

- A. Connections to existing electrical facilities must meet all applicable codes.
- B. Connection locations shall not be changed unless approved in writing or directed by Engineer.
- C. Contractor shall verify electrical capacities prior to connection and alert Engineer of any discrepancies.

END OF SECTION

## **SECTION 01 73 29 CUTTING AND PATCHING**

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. This section includes procedural requirements for removal of in-place construction necessary to permit installation of other work (cutting) or fitting and repair work required to restore surfaces to original conditions after installation of other work (patching).
- B. Related Sections:
  - 1. Section 01 33 10 – Submittal Procedures
  - 2. Section 01 71 34 – Protection of Work and Property

#### 1.2 GENERAL

- A. Contractor is responsible for all cutting, fitting, and patching required for alteration work or to correct or modify newly installed construction, including without limitation:
  - 1. Completing the Work for integration with other work.
  - 2. Uncovering portions of the Work to provide for installation of other work.
  - 3. Removing and replacing defective work.
  - 4. Removing and replacing work not in conformance with the Contract Documents.
  - 5. Removing samples of installed work as necessary for testing.
  - 6. Providing penetrations for installation of materials (such as piping and electrical conduit).
- B. Contractor shall not perform cutting and patching operations that could void any warranty.
- C. Contractor shall conform with Section 01 71 34 Protection of Work and Property when performing any cutting or patching operation.
- D. Contractor shall not cut and patch construction in a manner that results in visual evidence of cutting and patching. Contractor shall not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would degrade the building's aesthetic qualities.
- E. Contractor shall remove and replace visually unsatisfactory cut and patched construction.

### 1.3 CUTTING

- A. Prior to cutting, Contractor shall determine all utility, mechanical, and electrical services that will be impacted. Contractor shall coordinate any relocation or loss of service with Engineer.
- B. Where cutting will impact structural reinforcement, Contractor shall submit drawings for reinstallation of reinforcement during patching in accordance with Section 01 33 10 Submittal Procedures. Contractor shall not cut and patch structural elements in a manner that could change the load-carrying capacity or load-deflection ratio. A structural element includes any load-bearing, lateral force-resistant member, and wind or seismic movement resisting construction.
- C. Contractor shall take precautions and exercise care to ensure work is neatly

removed and without movement or settlement to the remainder of the building, or any other damage to property or facilities. Contractor is liable for any damage caused as a result of their operations.

#### 1.4 PATCHING

- A. Only products approved in accordance with Section 01 33 10 Submittal Procedures shall be used for patching.
- B. Contractor shall not patch in a manner that could change load-carrying capacity; which results in a reduction of capability to perform as intended; or that results in increased maintenance or decreased operational life or safety.

END OF SECTION

### **SECTION 01 74 10 CLEANING AND WASTE MANAGEMENT**

#### PART 1 GENERAL

##### 1.1 SUMMARY

- A. This section includes requirements for progress cleaning, site management, construction waste management and disposal and final cleaning at the Site.
- B. Related Sections:
  - 1. Section 01 77 23 – Post Final Inspection

##### 1.2 GENERAL

- A. Contractor is responsible for progress cleaning, construction waste management and disposal, and final cleaning related to, without limitation:
  - 1. Any area of the site where the Work is in progress or completed.
  - 2. Facilities in use by Contractor, including Owner's facilities.
  - 3. Areas of the site where those under the control of Contractor park, congregate or otherwise use the Site.
  - 4. Areas of the Site used by Contractor for access.
- B. During construction of the Work, Contractor shall remove material, debris and rubbish if directed by Engineer or Owner.

- C. Contractor shall remove all surplus materials and temporary structures when no longer in use.
- D. Off-site disposal of construction and demolition debris shall be handled in accordance with all applicable regulations. In no case shall such debris be disposed of in water bodies, flood plains or wetlands.
- E. Contractor shall provide the appropriate containers for construction waste and those shall be the only containers used by Contractor, unless otherwise agreed to in writing.

### 1.3 FINAL CLEANING

- A. Prior to the inspection described in Section 01 77 23 Post Final Inspection, the Work and the Site shall be cleaned and all excess materials shall be removed from the Site. Remove dirt, dust, litter, corrosion, solvents, discursive paint, stains, and extraneous markings from all areas of and components included in the Work.
- B. At the conclusion of the Work and before final payment, all equipment, tools, temporary structures, and materials belonging to Contractor shall be removed from the Site. All water, dirt, rubbish, or any other foreign substances shall be removed and properly disposed of.

END OF SECTION

## **SECTION 01 75 11 CHECKOUT AND STARTUP PROCEDURES**

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. This section describes general requirements related to testing and start-up of equipment. Specific requirements may be detailed in technical specifications.
- B. Related Sections:
  - 1. Section 01 78 23 – Operations and Maintenance Data
  - 2. Section 01 78 45 – Spare Parts and Extra Materials
  - 3. Section 01 79 23 – Instruction of Operations and Maintenance Personnel

#### 1.2 GENERAL

- A. Prior to field testing or start-up of equipment, Contractor shall supply all required materials in accordance with Section 01 78 45 Spare Parts and Extra Materials.
- B. Contractor shall perform field tests of equipment as required in the technical specification sections.
- C. Contractor shall arrange for the equipment manufacturer to furnish the services of a qualified representative where specified.

- D. Contractor shall furnish all labor, material and instruments to perform all preliminary field tests of equipment and make all necessary changes, adjustments and replacements required to comply with the requirements of the Contract Documents.
- E. Contractor shall furnish all labor, equipment, instruments, materials, fuel, lubricants, energy, water, and all other incidentals necessary for the final acceptance tests.
- F. Contractor shall perform final acceptance tests prior to the startup of the equipment or system. Manufacturer's representative shall oversee the final acceptance test to certify that the equipment has been installed and tested to their satisfaction, where applicable.

### 1.3 MANUFACTURER'S REPRESENTATIVE

- A. Where specified for equipment items, the manufacturer or supplier will furnish the services of experienced and appropriate personnel to perform the following:
  - 1. Field supervision during installation, or inspection upon completion of installation, to ensure proper installation of the equipment or system prior to start-up. The representative shall certify installation, recommend or adjust, and supervise field and final acceptance testing of equipment.
  - 2. Equipment start-up. The manufacturer's representative shall provide certification of equipment compliance.
  - 3. Operating and maintenance instruction to Owner, in accordance with Section 01 79 23 Instruction of Operations and Maintenance Personnel, in conjunction with equipment start-up. Prior to or at instruction, representative shall provide all operation and maintenance data to Owner in accordance with Section 01 78 23 Operations and Maintenance Data.
  - 4. Follow-up assistance to assure that Owner properly understands the long-term operation and required maintenance. Follow-up assistance may require visitation from a qualified representative during the warranty period.
- B. The time period for the supervision and instruction from the manufacturer is estimated in the technical specification sections.
  - 1. The duration of on-site visit(s) from equipment representatives shall be sufficient to accomplish the work, as required dependent upon the type of equipment or system, regardless of time stated in technical specifications.
  - 2. Contractor shall be responsible for any additional time required for the manufacturer's representative to resolve equipment installation or operational problems that are not caused by Owner. Such problems are, without limitation, a lack of coordination between the supplied equipment and Contract Documents, a lack of coordination with other Contracts, incorrect dimensions, incorrect electrical wiring or connections, inadequate programming of controls, improper installation, or improper equipment performance.
- C. Following the representative visit during start-up, the manufacturer shall then supply a written certification jointly to Owner, Engineer, and Contractor, on the manufacturer's stationary, stating that the equipment supplied or manufactured by their organization has been properly installed and tested to their satisfaction, in accordance with their recommendations, that all final adjustments have been made, and that the trial operation has been satisfactory.
- D. Certification shall include date of final acceptance field test, as well as, a listing of all persons present during the tests.

1.4 TESTING

- A. Preliminary field tests shall demonstrate that equipment is installed in the location and orientation specified in the equipment manual and as specified in the Contract Documents, and that the equipment is prepared for operation in strict accordance with the manufacturer's recommendations.
- B. Final acceptance tests shall consist of the following checks as a minimum:
  - 1. That equipment is adjusted, aligned, balanced, lubricated and properly installed.
  - 2. That equipment meets the specified performance requirements in every detail and performs the intended function without any unusual vibration, noise or other signs of possible malfunction.
  - 3. Perform motor field tests to verify rotation, voltage, current, motor insulation resistance and other parameters as required.
  - 4. Where equipment is capable of operation in more than one function, each operational mode or function shall be checked for proper performance.
  - 5. All controls, both mechanical and electrical, shall be checked individually for proper connection and operation.
  - 6. Unless otherwise stated in writing, all equipment, systems, and controls shall be checked with both utility power source and with backup generation power source.
  - 7. All instrumentation shall be checked for proper functionality.
  - 8. All alarms are verified and properly transmitted through the telemetry system and/or SCADA system.

END OF SECTION

**SECTION 01 77 19  
CLOSEOUT REQUIREMENTS**

PART 1 GENERAL

1.1 SUMMARY

- A. This section describes general requirements related to administrative procedures to close out an individual Contract.
- B. Related Sections:
  - 1. Section 01 29 76 – Progress Payment Procedures
  - 2. Section 01 78 23 – Operations and Maintenance Data
  - 3. Section 01 78 39 – Project Record Documents
  - 4. Section 01 78 45 – Spare Parts and Extra Materials
  - 5. Section 01 79 23 – Instruction of Operations and Maintenance Personnel

1.2 GENERAL

- A. Closeout of the Contract cannot occur until the respective Contractor complied with all requirements in accordance with Section 01 78 45 Spare Parts and Extra

Materials.

- B. Closeout of the Contract cannot occur until the respective Contractor provided all required materials in accordance with Section 01 78 23 Operation and Maintenance Data, submitted record documents in accordance with Section 01 78 39 Project Record Documents, and performed all required instruction in accordance with Section 01 79 23 Instruction of Operations and Maintenance Personnel.
- C. Closeout will only occur after Substantial Completion, as defined and according to procedures established in the General Conditions, and after all other components of the Contract has been completed.

### 1.3 PROJECT COMPLETION

- A. Upon completion of the Work, Engineer shall file a written Statement of Completion with Owner, and with Contractor, as to the entire amount of work performed and compensation earned by Contractor, including any extra work and excluding any work not performed or contingency allowances not used.
- B. Failure to complete the Work as described in the Contract Documents, as determine by Engineer, may be cause for adjustment in the Contract Price under the final Change Order.
- C. Contractor shall guarantee the Work, including parts, labor, materials and equipment, in accordance with GC Article 15.08 and as amended by the Supplementary Conditions.
- D. Owner, Engineer and Contractor shall each sign and date the Statement of Completion attesting that the Work has been completed satisfactory and the final compensation amount is correct.
- E. The Work must be accepted on or before the Contract Times expire, as established in the Contract and with any approved extensions thereof. Any change in the Contract Times to be included in the final Change Order must be approved in writing before the Contract Times expire.
- F. When the Project has been completed in accordance with the Contract Documents, within the established time of completion, and has been accepted, final payment will be recommended in accordance with the procedures in GC Article 15.06, and as amended by the Supplementary Conditions.

### 1.4 CLOSE OUT DOCUMENTS

- A. Upon completion of the Work, Contractor shall be required to execute a Public

Improvement Contract Certification for (PICC-2) certifying that the provisions of Section 220-a of the New York State Labor Law have been complied with and that all laborers, workers or mechanics employed by Contractor on this Project have been paid the applicable prevailing wage rates and supplements.

- B. Upon completion of the Work, all Subcontractors to Contractor shall be required to execute a Public Improvement Contract Certification form (PICC-1) certifying that the provisions of Section 220-a of the New York State Labor Law have been complied with and that all laborers, workers or mechanics employed by the Subcontractor for this Project have been paid the applicable prevailing wage rates and supplements.
- C. Contractor shall furnish to Owner duplicate copies of all weekly payroll certifications if paper copies are required or requested, otherwise electronic copies should be uploaded to LCP Tracker, including those of all Subcontractors, that were not previously submitted. Payrolls shall be submitted in accordance with the procedures in Section 01 29 76 Progress Payment Procedures.
- D. Contractor shall complete and submit all necessary Contract closeout certifications and affidavits as required by Owner to include, without limitation:
  - 1. Form of Affidavit
  - 2. Form of Guarantee
  - 3. Engineer's Certificate
  - 4. Prime Contractor Certificate (PICC-2)
  - 5. Subcontractor Certifications (PICC-1)
  - 6. Final Change Order
  - 7. All required Equal Employment Opportunity (EEO) Reports
  - 8. All required EEO Certificates
  - 9. Weekly Payroll Certifications
- E. All documents must be completed and executed by Contractor prior to Contract close-out and release of final payment. Final payment will not be issued until all forms have been properly executed by Contractor and all their Subcontractors, as applicable.

## 1.5 FINAL PAYMENT

- A. The acceptance by Contractor of final payment shall be, and shall operate as, a release to Owner of all claims and all liability to Contractor for all things done or furnished in connection with the Work, and for each act and neglect of Owner and others relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release Contractor or his sureties from any obligations under this Contract, the Performance Bond or the Payment Bond.

END OF SECTION

**SECTION 01 77 23  
POST-FINAL INSPECTION**

PART 1 GENERAL

1.1 SUMMARY

- A. This section describes requirements after the final inspection, performed in accordance with GC Article 15.05, in order to complete the Contract for final payment, in accordance with GC Article 15.06.
- B. Related Sections:
  - 1. Section 01 78 23 – Operations and Maintenance Data
  - 2. Section 01 78 45 – Spare Parts and Extra Materials

1.2 GENERAL

- A. Acceptance of the Work by Owner’s representative during the Work, or Engineer during final inspection, shall not relieve Contractor from their obligation to complete all work included in the Contract.
- B. Following the final inspection, Contractor shall promptly remove from the premises all defective work, determined by Engineer in the final inspection as failing to conform to the Contract.
- C. Contractor shall bear the expense of correcting work damaged or destroyed by any worker under their control at any point during the Work, including damage due to removal of defective work and any damage after final inspection.
- D. Contractor shall promptly complete remaining work identified by Engineer in the final inspection, in accordance with the Contract.
  - 1. Owner’s representative must be present to witness correction or completion of remaining work, unless otherwise approved in writing.
  - 2. Engineer will determine if remaining work has been completed in accordance

with the Contract Documents.

3. Final paperwork will not be issued until all Contract work is complete, as determined by Engineer.
- E. Contractor shall supply any remaining materials in accordance with Section 01 78 45 Spare Parts and Extra Materials or final payment will be delayed.
- F. Contractor shall supply any remaining operations and maintenance data in accordance with Section 01 78 23 Operations and Maintenance Data or final payment will be delayed.
- G. Neither final inspection, nor issuance of the final certificate or payment, nor any acceptance of the Work, shall relieve Contractor of responsibility correcting any defective work associated with the Contract or supplying work not yet completed, in accordance with GC Article 15.08.

END OF SECTION

**SECTION 01 78 23  
OPERATION AND MAINTENANCE DATA**

**PART 1 GENERAL**

**1.1 SUMMARY**

- A. This section includes administrative and procedural requirements for preparing operation and maintenance data for products incorporated into the Work by Contractor.
- B. Related Sections:
  1. Section 01 33 10 – Submittal Procedures
  2. Section 01 79 23 – Instruction of Operations and Maintenance Personnel
  3. Section 01 91 13 – General Commissioning Requirements

**1.2 GENERAL**

- A. Contractor shall supply any specific operation and maintenance, emergency, systems, equipment, and product manuals and data that is specified in the technical specification sections or supplied by the manufacturer.
- B. Engineer and Owner will review the content and organization of the manual(s) provided. Manual(s) shall be submitted according to Section 01 33 10 Submittal Procedures.

- C. Two (2) paper copies and one (1) digital copy of the final manual shall be submitted directly to Owner. Digital copy must be transmitted via email or web-based project management software, share site, or website.
- D. Incomplete or inadequate manuals will be returned to the Contractor for correction and resubmission. Manuals must be in acceptable form prior to full payment.
- E. All instruction materials to be used in accordance with Section 01 79 23 Instruction of Operations and Maintenance Personnel shall be included in the manual.
- F. Operations and maintenance manuals shall be submitted prior to commissioning in accordance with Section 01 91 13 General Commissioning Requirements.

### 1.3 CONTENTS

- A. Title Sheet: Each manual shall have a title page indicating the full name of the Project, the location, the Owner, Contract Designation under which the equipment or system was provided, and the name, address and telephone number of the local representative for each piece of equipment, as well as home office information. This sheet shall also contain any necessary identifying information required for repair service.
- B. Index: An index should follow the title sheet and contain each section or separate title contained in the Manual. Drawings are to be listed by title and drawing number. Pages should be consecutively numbered.
- C. Guarantee/Warranty: A copy of the guarantee/warranty from the product manufacturer is to be provided if standard manufacturer's guarantee/warranty is required. The guarantee/warranty section shall also contain information on applying for assistance under the guarantee/warranty. Guarantee/warranty shall be signed and in effect.
- D. Equipment Sections: Information shall be organized by section, each section covering a specific equipment item. Section shall be listed in a Table of Contents at the front of each volume. Each section shall contain as a minimum:
  - 1. Section Table of Contents.
  - 2. Descriptive data including catalog cuts, technical bulletins, diagrams, drawings, charts, pump curves, wiring diagrams, and all other pertinent information describing the location, operation, maintenance, lubrication and other information necessary for the Owner to establish an effective operating and maintenance program.

3. Complete parts list that includes all component parts and parts diagrams for all equipment showing manufacturer's identification numbers for each part.
  4. Copies of approved shop drawings, where required, to adequately describe interrelation of components within a system.
  5. Complete electrical and control schematics with labeled terminations and all field changes.
  6. List of special tools required for operation and maintenance.
  7. List of spare parts supplied with the equipment, identified by manufacturer's part numbers, and a list of recommended spare parts and numbers.
  8. Source of replacement parts and address and telephone number of the manufacturer's service representative.
- E. Schedules: At the end of each section, the Contractor shall include detailed maintenance and lubrication schedule for all equipment covered in the section. Schedule shall include the following, as a minimum, for each equipment item:
1. List and frequency of maintenance activities, other than lubrication.
  2. Lubrication frequency and application points.
  3. Lubricant type (weight of grade and recommended manufacturer) and method of application.

#### 1.4 FORMAT

- A. Electronic manuals and data shall be PDF files readable by the most recent version of Adobe software. All contents listed in the manual index shall appear as bookmarks in the document.
- B. Use electronic files prepared by the manufacturer where available.
- C. Any scanned documents shall be readable while minimizing file size.
- D. Paper copies of the manuals and data shall be bound in a manner such that none of the contents are loose or can fall out of the binding. All bindings and covers shall be durable and water proof. Dividers with tabs shall be used to separate sections.
- E. All drawings shall be provided in the size intended for the drawing to be viewed. Drawings shall not be minimized or reduced for inclusion in the manual. If drawings cannot be provided as foldouts, provide a labeled envelope for each drawing that is bound within the manual.

END OF SECTION

**SECTION 01 78 39  
PROJECT RECORD DOCUMENTS**

PART 1 GENERAL

1.5 SUMMARY

- A. This section includes administrative and procedural requirements for preparing and supplying record documents of the Work done by Contractor.
- B. Related Sections:
  - 1. Section 01 33 10 – Submittal Procedures
  - 2. Section 01 77 19 – Closeout Requirements

1.6 GENERAL

- A. At completion of the work, all record field sketches and diagrams shall be submitted to the Engineer for his review according to Section 01 33 10 Submittal Procedures.

1.7 CHANGES TO RECORD

- A. Examples of type of changes which could occur and information that is to be recorded, without limitation, are:
  - 1. Changes in mechanical trades components (electrical, heating, ventilating, plumbing, instrumentation) and measured location of all utilities or trade components concealed from view with references to visible and accessible feature of the structure.
  - 2. Final location and manufacturer information of all equipment.
  - 3. Change in materials, such as pipe material and equipment.
  - 4. Final wiring diagrams of all control panels, electrical panels and equipment panels including conduit sizes and wiring.
  - 5. Final wiring diagrams of all instrumentation including conduit sizes and wiring.

1.8 FORMAT

- A. Owner will use Contractor record field sketches to create the documents for the Project.

END OF SECTION

**SECTION 01 78 45  
SPARE PARTS AND EXTRA MATERIALS**

PART 1 GENERAL

1.9 SUMMARY

- A. This section includes requirements for supplying replacement parts and materials not used in the Work but required in the technical specifications.
- B. Related Sections:
  - 1. Section 01 26 10 – Contract Modification Procedures
  - 2. Section 01 33 10 – Submittal Procedures

1.10 GENERAL

- A. Specified materials may differ from manufacturer's spare parts. Contractor is to supply materials listed. Where specific materials are not listed, Contractor shall provide standard spare parts as recommended or provided by the manufacturer.
- B. If specialized tools are required to maintain equipment included in the Work, Contractor shall supply specialized tools. Contractor shall, unless otherwise stated, furnish with each type, kind or size of equipment, one complete set of suitably marked high-grade special tools and appliances which may be needed to adjust, operate, maintain or repair the equipment.
- C. If Contractor shall incur an additional cost for supplying materials or tools not listed in the Contract Documents, Contractor shall submit a Request for Change as defined and described in Section 01 26 10 Contract Modification Procedures prior to purchase of the materials.

1.11 SUBMITTALS

- A. Contractor shall furnish spare parts data for each equipment item. The information shall be included in the equipment submittal in accordance with Section 01 33 10 Submittal Procedures.
- B. Data shall include a complete list of parts and supplies which may be subject to

breakdown, with current unit prices and source of supply; a list of parts and supplies that are either normally furnished at no extra cost with the purchase of the equipment and a list of additional items recommended by the manufacturer to assure efficient operation for a period of 120 days at the particular installation.

- C. The foregoing shall not relieve Contractor of any responsibilities under any guarantee or relieve the manufacturer of any responsibilities under any warranty.

## PART 2 PRODUCTS

NOT USED

## PART 3 EXECUTION

### 3.2 TRANSFER OF MATERIALS

- A. Unless otherwise authorized in writing, Contractor shall store spare parts and extra materials as recommended by the manufacturer until after Substantial Completion.
- B. All materials, including special tools and appliances, shall be appropriately kept and transferred in an appropriate storage container. Each storage container shall be labeled with the materials contained within and the equipment installed in the project that the materials are associated with. The label shall be securely affixed to the container.
- C. All materials, including special tools and appliances, shall be appropriately labeled. Where possible, each piece of equipment shall be provided with a name plate, securely fastened in place and clearly inscribed with the manufacturer's name, year of manufacturer, and principal rating data. All other materials shall be individually labeled with identification as to the part name and number as well as the piece of equipment it is associated with.
- D. After Substantial Completion, all spare parts and extra materials shall be delivered to Owner. Contractor shall obtain the delivery address from Owner.
- E. All materials shall be delivered with a record of transmittal. This record of transmittal shall include the following:
  - 1. Date of delivery.
  - 2. Address materials are delivered to.
  - 3. Contractor name, address, contact person and telephone number.
  - 4. Part numbers and description for each and every item in the delivery.
  - 5. Origin of the materials or original packing list from manufacturer.

6. Typed or written name and signature of person making the delivery. If the delivery is made by a third party, the delivery company name, address, and telephone number shall be included.
  7. Lines for written name and signature of Owner representative accepting the delivery.
- F. Contractor shall distribute a copy of the record of transmittal to Engineer and Owner within 3 days of delivery, in accordance with Section 01 33 10 Submittal Procedures.
- G. If there is no record of transmittal received by Engineer and Owner, it will be assumed that the delivery was not made and Contractor will be responsible for supplying any missing materials.
- H. Contractor is responsible for obtaining a written name and signature of Owner representative accepting the delivery. If there is no record of delivery acceptance, it will be assumed that the delivery was not made and Contractor will be responsible for supplying any missing materials.
- I. Owner may reject delivery if:
1. Materials are delivered to the wrong address.
  2. Materials are damaged in any way.
  3. Materials are not transferred in appropriate containers.
  4. Materials are not labeled properly.
  5. The record of transmittal is not complete or contains irreconcilable errors.
  6. Delivery record of transmittal does not match the materials delivered.
- J. Owner may accept delivery of partial shipments. Acceptance of partial shipments does not relieve Contractor from supplying the remaining materials.

END OF SECTION

**SECTION 01 79 23**  
**INSTRUCTION OF OPERATIONS AND MAINTENANCE PERSONNEL**

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements for instructing operations and maintenance personnel on the operation and maintenance of supplied components of the Work.
- B. Related Sections:
  - 1. Section 01 33 10 – Submittal Procedures
  - 2. Section 01 75 11 – Checkout and Startup Procedures
  - 3. Section 01 78 23 – Operations and Maintenance Data

## 1.2 GENERAL

- A. Where so designated in the technical specifications, the manufacturer or supplier will furnish instruction on the operation and maintenance of the specified equipment.
- B. Technical specifications may include both equipment start-up, in accordance with Section 01 75 11 Checkout and Startup Procedures, and operating/maintenance instruction in the number of days specified. This number shall be considered a minimum. Contractor shall include the amount of time and sufficient to accomplish the both instruction and installation.
- C. Instruction on operation and maintenance shall cover all pertinent information supplied in accordance with Section 01 78 23 Operations and Maintenance Data. Written description of the items covered during instruction shall be provided to individuals at the time of instruction, regardless if such materials are included in the operation and maintenance data.
- D. Contractor shall supply follow-up instruction on maintenance and operation as required in the technical specifications, at the interval(s) specified.

## 1.3 MANUFACTURER'S REPRESENTATIVE

- A. Where so designated, the manufacturer or supplier will furnish the services of a representative certified by the manufacturer to perform instruction. A summary of required instruction is included in Table 1- 01 79 23.
- B. The manufacturer's representative shall supply certification of instruction to every individual present and submit a roster of individuals instruction to the Engineer, within 3 days of instruction. The roster shall be submitted in accordance with Section 01 33 10 Submittal Procedures.
- C. Instruction shall be designed for any number of individuals that are present to achieve the same level of understanding. If attendance will be limited, to obtain a thorough understanding of the operation and maintenance Contractor shall request the number of attendees and plan multiple sessions when necessary. Contractor

shall provide all sessions required to train the designated number of personnel assigned by Owner.

Table 1 – 01 79 23

Technical Specification Section	Equipment Description	Number of Hours/Days

END OF SECTION

**SECTION 01 91 13  
GENERAL COMMISSIONING REQUIREMENTS**

**PART 1 GENERAL**

**1.12 SUMMARY**

- A. This section includes requirements for commissioning the Work.
- B. Related Sections:
  - 1. Section 01 33 10 – Submittal Procedures
  - 2. Section 01 75 11 – Checkout and Startup Procedures

**1.13 GENERAL**

- A. Commissioning is the process of ensuring that all components and systems included in the Work perform interactively as intended by, and meet all the requirements of, the Contract Documents.

**PART 2 PRODUCTS**

NOT USED

**PART 3 EXECUTION**

**3.3 OPERATIONS COMMISSIONING PLAN**

- A. Commissioning includes testing in accordance with Section 01 75 11 Checkout

and Startup Procedures and the requirements of the technical specifications.

- B. Contractor shall notify Engineer and Owner that operational equipment and systems are ready to be commissioned. Engineer shall coordinate, within 3 days of notification, with Contractor and Owner to determine a schedule for commissioning.
- C. The various items of equipment and related work shall be placed in operation by Contractor, in coordination with other Contracts as necessary, to satisfactorily demonstrate that the Work will operate in accordance with the intent of the Contract Documents. Operation shall continue for a minimum of 24 hours and shall be documented and certified by Contractor and verified by Engineer.
- D. If any deficiencies are found, items of non-compliance with the Contract Documents shall be documented and deficiencies shall be resolved, with resolutions documented.
- E. If any deficiency is unable to be resolved during any phase of commissioning, Engineer will determine the impact on commissioning and whether or not the phase was successful. Regardless of the determination, all deficiencies must be immediately.

### 3.4 COMMISSIONING REPORT

- A. After successful commissioning, a commissioning report shall be submitted in accordance with Section 01 33 10 Submittal Procedures. The report shall include:
  - 1. Inspections performed.
  - 2. The actual performance of the components and systems in comparison to the requirements listed in the Contract Documents.
  - 3. All testing and diagnostic records from any time during the Work and commissioning.
  - 4. Monitoring information including, without limitation, date, time, results (including units) and factors that impact performance.
  - 5. Record of deficiencies and resolutions.
  - 6. A summary of commissioning activities.

END OF SECTION

## EXHIBIT O - Indirect Fired Bent Tube Module Specifications

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### TECHNICAL SPECIFICATIONS

**Model:** Indirect Fired Bent Tube Module

**Description:** An Indirect-fired gas heating and ventilating unit shall be furnished to replace existing unit in-kind. Unit shall be factory assembled, tested and shipped as a complete packaged assembly, for indoor or outdoor mounting, consisting of the following:

1. gas furnace;
2. motor starter with thermal overload protection;
3. motor and drive assembly;
4. fuel burning and safety equipment;
5. temperature control system, and
6. gas piping.

**Approvals:** Unit(s) assembly shall be tested in accordance with Standard, ANSI Z83.8-2006 and CSA 2.6-2006 and shall bear the ETL label. The duct furnace shall be certified by the American Gas Association and approved by the Canadian Gas Association.

### Construction:

#### Housing Standard

Unit housing shall be constructed of 20 Gauge G-90 galvanized steel. The wall panels and roof panels shall be fabricated by forming double-standing, self-locking seams that require no additional support. The floor and wall panels shall be caulked air tight with a silicone caulk. All casing panels shall be attached with sheet-metal screws or rivets, which can be removed to field service large components. The unit base shall be suitable for existing mount. The base shall be constructed of galvanized steel for improved rigidity. Base shall be structurally reinforced to accommodate the blower assembly and burner. Housing construction should be suitable for outdoor installation. All doors and at least one side of every sheet metal surface of the unit separating two air-masses of different air temperatures shall be faced with properly secured 1" aluminum-faced insulation for condensation prevention. The discharge of the unit (Down/Side/Up) shall be internal to the heating module containing the furnaces.

All electrical controls on the control board shall be mounted in an isolated, fully enclosed and insulated vestibule, completely separated from any combustion air, but accessible for servicing needs.

All furnace exhaust flues shall be of double-wall construction. All furnace exhaust flue connections and roof-penetration seams shall be sealed with High-Temp Fire-Barrier 2000+ type silicone caulking.

All unit housings, sizes 1-3, shall be equipped with Internal Air Distribution Screens on the upstream side of each furnace heat-exchanger.

All gas valves and electrical safety-limits shall be mounted within the burner vestibule; wiring to these components shall be properly secured and away from all high temperature metal surfaces. The

burner vestibule shall be an integral part of the unit and not extend outside the exterior casing of the unit and not exposed to the main air stream.

If an outdoor unit, high wind rain caps shall be installed at the termination of the furnace discharge flues.

The vestibule full-size door shall provide easy access to controls and gas-train components. Blower door shall provide easy access to blower, motor and drives. Access doors shall be provided on both front and back side of unit providing full access to every part of the unit.

### **Housing Optional**

1. The unit shall have double-wall construction consisting of at least two layers of 20 gauge G-90 galvanized steel.
2. The unit shall have a duct connection(s) with an area equal to or greater than that of the total area of all exhaust flues for the introduction of dedicated combustion air to the burner vestibule.

### **Burner & Heat Exchanger**

The gas burner shall be an indirect-fired, push-through type, sized to provide an output of 1,250K BTUs at 98 Degree Temperature Rise using natural gas.

Burner shall be a tubular in-shot fired design capable of using natural gas. Each burner ignition shall be of the direct-spark design with remote flame sensing at inlet of the last firing tube of the gas manifold. Each burner ignition module shall be pre-programmed with an ignition sequence comprised of a 1 minute pre-purge, 1 min inter-purge, 2 minute post-purge, 15 second ignition, 3 trials for ignition, and 60 min lockout.

Direct-sparking sequence shall last through the complete during of the trial for ignition period for guaranteed light-off. Burner shall always be lit at maximum gas flow and combustion airflow for guaranteed light-off. Each burner ignition module shall have LED indicators for troubleshooting and a set of exposed prongs for testing flame indication signal.

All furnaces shall be controlled by an electronic vernier-type fully modulating control system capable of achieving 80% combustion efficiency over the entire gas firing range of the unit.

Each furnace shall have:

- A minimum turndown ratio of 6:1 for natural gas and 5:1 for LP gas.
- Each furnace heat exchanger shall be a bent-tube style design made entirely of type 409 stainless steel.
- Each furnace shall include a blocked vent safety airflow switch with high temperature silicone tubing operating off of absolute pressure measured inside of the power-vent blower housing.
- Each furnace shall include a high temperature auto-recycling limit with a maximum non-adjustable set-point of 200F.
- Each furnace shall include a manual reset high temperature flame roll out switch with a non-adjustable set-point of 325F.
- Each Furnace shall be accessible from both sides of unit.
- Each Furnace shall include a power-vent assembly for exhausting flue gases with a type PSC type motor that is securely mounted with rubber vibration isolators and easily accessible/removable for service.
- Every heat-exchanger shall have a manufacturer-backed 10-year pro-rated warranty.
- Every power-vent blower motor and housing shall have a standard 2-year manufacturer-backed warranty.

Each furnace module gas inlet shall be equipped with a 0-35" w.c. gas pressure gauge. A 0-10" w.c. gas pressure gauge shall be installed on the gas manifold of each furnace.

## **GAS EQUIPMENT**

### **Standard**

All gas equipment shall conform to local-Code requirements

Components:

1. modulating-gas valve	5. main-gas regulator
2. on/off redundant gas valve	6. two solenoid valves
3. burner	
4. main-gas shut-off valve	

**All gas manifold components shall be piped and wired at the factory.**

### **Optional**

High Gas Pressure Regulator

## **SAFETY CONTROLS**

### **Standard**

1. motor starter with adjustable overloads	7. main-gas regulator
2. main air-flow safety switch	8. two solenoid valves
3. electronic flame-safety relay	9. modulating-gas valve
4. high-temperature limit switch	10. burner
5. non-fused disconnect	11. combustion air-proving switch.
6. flame roll-out switch	

### **Optional**

1. High gas-pressure switches to open circuit to electronic flame-safety relay, if gas pressure is too high.
2. Low gas-pressure switch to open circuit to electronic flame safety relay, if gas pressure is too low.
3. Adjustable low temperature blower-safety control with bypass timer to shut down unit, if discharge temperature drops below setting.

## **TEMPERATURE CONTROL SYSTEMS**

**Discharge Temp Control:** For building exhaust-air replacement to maintain a constant discharge temperature of supply air. The burner flame modulates to compensate for outdoor temperatures. The adjustable dial controller serves is used for set-point adjustment. Supplied with optional remote-control panel with temperature selector dial and SUMMER/OFF/WINTER selector.

**Space Temp Control:** For building-exhaust air replacement and auxiliary-space heating to maintain a constant space temperature. An adjustable dial controller with an internal thermostat is used for set-point adjustment to maintain room temperature. Optional SUMMER/OFF/WINTER selector switch and exhaust-system interlock to control heater-blower operation. Supplied with

optional remote-control panel with temperature-selection dial and SUMMER/OFF/WINTER selector switch.

**BAS (Building Automation System) Control:** For building exhaust-air replacement with modulated temperature control based off of BAS supplied 0-10 Vdc or 4-20mA input signal. Auxiliary contacts and relays provided for contractor in the field.

## **VAV OPTIONS**

**VAV (Static Pressure Control):** A factory-supplied field wired VFD is provided which varies the speed of the blower wheel. The VFD is controlled by a field wired Static Pressure Controller which measures building pressure and closes and opens contacts on the VFD to accelerate or decelerate the blower speed to maintain the building pressure set on the Static Pressure Controller. Factory supplied automatic dampers maintain the burner profile pressure drop as the blower speed is varied.

**VAV (Manual Potentiometer):** A factory-supplied field wired VFD is provided which varies the speed of the blower wheel. The VFD is controlled by a field wired Manual Potentiometer which is manually adjusted to set the speed of the blower. Factory supplied automatic dampers maintain the burner profile pressure drop as the blower speed is varied.

**VAV (Speed Switch):** A factory-supplied field wired VFD is provided which varies the speed of the blower wheel. The VFD is controlled by a field wired speed switch, which manually switches the VFD between pre-set blower speeds. Factory supplied automatic dampers maintain the burner profile pressure drop as the blower speed is varied.

## **OTHER OPTIONS**

Operating lights mounted in a remote-control panel to indicate: power, burner ON and blower ON.

## **WIRING AND ELECTRICAL**

### **Standard**

The control circuit voltage shall be 24 volts.

A control transformer shall be provided.

Unit shall have standing 120 Vac power.

The control wiring shall be carried in wire channel or conduit.

Wiring in control enclosures shall be in accordance with the National Electrical Code and the local code, as it may affect the installation.

Motor starter shall be provided.

Starter shall be line voltage, definite purpose type.

Unit(s) shall be complete with all items such as relays, starters, switches, safety controls, conduit and wire as previously mentioned, and as required for proper operation.

All factory-mounted controls shall be factory prewired to the unit control panel.

### **Optional**

1. Single point electrical connection shall be supplied.
2. Blower-on delay timer to pre-heat the heat-exchanger prior to energizing the main blower.
3. Convenience outlet shall be provided on the control board with 120 Vac service.
4. Freeze-stat shall be provided with adjustable dials for time and temperature settings to shut down the main blower in case of burner failure.
5. Fire stat with adjustable set-point temperature.
6. Dirty filter airflow switch with LED indicator light on remote panel.
7. Cabinet heater strip with thermostat.
8. Variable Frequency Drive for main blower motor.

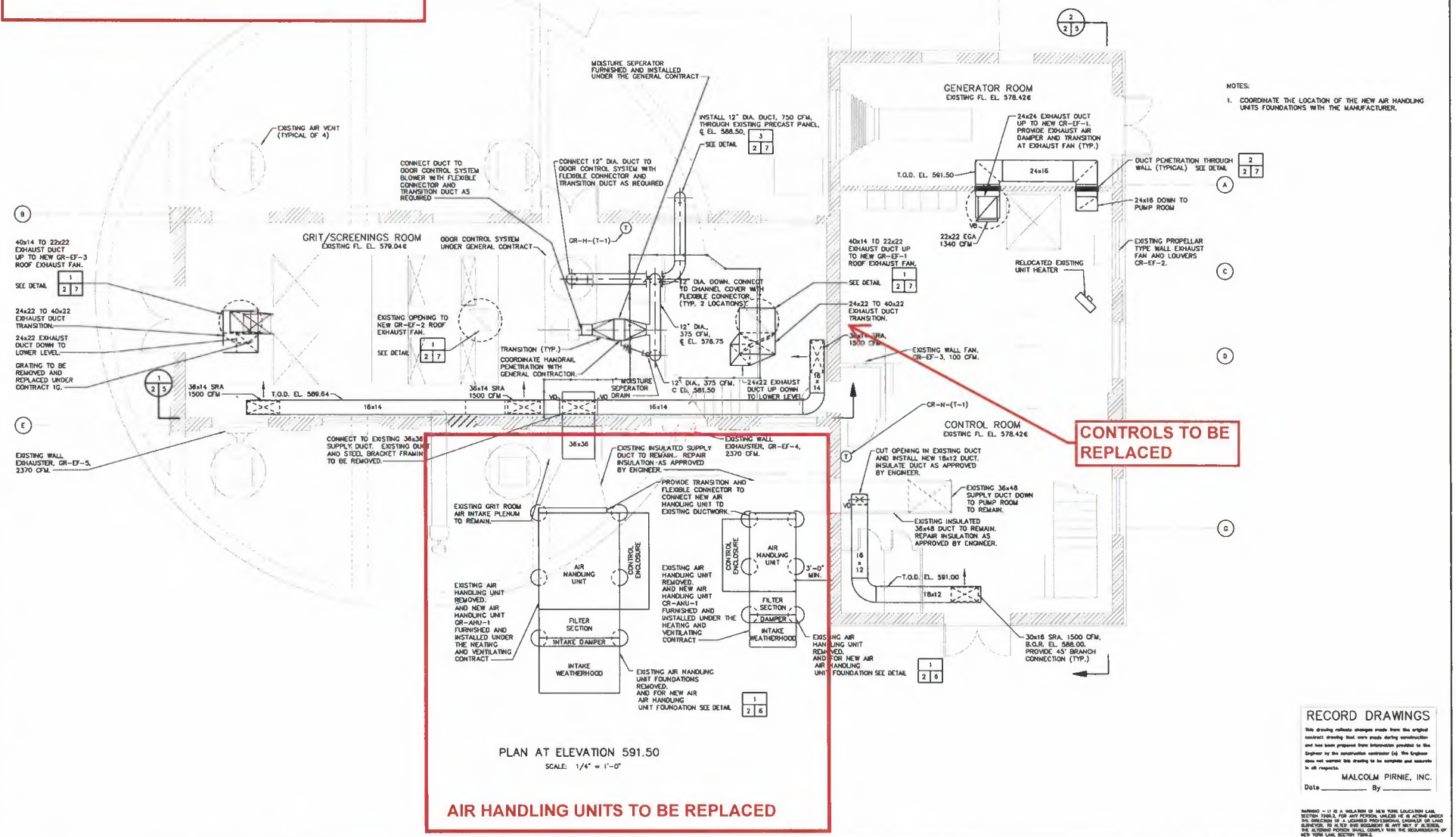
**FACTORY TESTED**

Unit(s) shall be operated, tested and set at the factory using job-site conditions for electrical and gas input. All operating and safety controls shall be tested and set at the factory. Adjustable, or fixed sheaves shall be set for proper RPM at specified conditions. Gas-pressure regulator shall be set for specified burning rate at specified inlet pressure.

**SERVICE AND PARTS**

The supplier shall furnish gas piping schematics, **as built** wiring connection and control-circuit diagrams, dimension sheets and a full description of the unit(s). Service manuals, showing service and maintenance requirements, shall be provided with each unit.

**RECORD DRAWING FROM INSTALL OF EXISTING UNITS**



**MALCOLM PIRNIE**

REVISIONS			
NO.	BY	DATE	REVISION
1	SLD	10/09/97	RECORD DRAWING

ERIE COUNTY DEPARTMENT OF ENVIRONMENT AND PLANNING  
BUFFALO, NEW YORK  
ERIE COUNTY SEWER DISTRICT NO.6

WLLMUTH STREET PUMP STATION IMPROVEMENTS  
UPPER LEVEL PLAN  
SCALE: 1/4" = 1'-0"

DATE: JULY 1995  
H SHEET 2 OF 7  
CAD REF. NO. 0291H06





**INDUSTRIAL/COMMERCIAL PACKAGE FURNACE**

TYPE:  NATURAL GAS  OIL

MODEL:  PCOM 40  FOR OUTDOOR INSTALLATION  X

SERIAL:  02187458A  FOR OUTDOOR INSTALLATION

**CAPACITY IN BTU PER HOUR**

MAXIMUM INPUT:  887.5  MIN.  229.7  MIN.

DESIGNER MODEL:  POWERFLAME  NUMBER MODEL:  CAM 100

HEATERS PER HOUR:  4.0  W.C.  GAS SUPPLY PRESS:  1.0  W.C.

**OVERWIRE DRAWT RANGE**

-0.25 TO 0.5  W.C.

**BLOWER SPECIFICATIONS**

**AIR THROUGHPUT**

MAX. CFM:  4,800  MIN. CFM:  6.4

BLOWER MODEL:  R212 TFC  W.C.  MOTOR MODEL:  D212K 5.5

BLOWER MOTOR:  5  MIN.  208V-1-3

TEMP. RISE:  100  W.C.  BLOWER DIA:  30.4

**ELECTRICAL SPECIFICATIONS**

**UNIT**

AMP:  11.75  W.C.  7  W.C.  80  W.C.

MAX. CIRCUIT CAPACITY:  10.0  W.C.  12  W.C.

**CONTROL CIRCUIT**

1.25  W.C.  1  W.C.  80  W.C.

BLOWER MOTOR:  400  W.C.  5  W.C.  6.8  W.C.

12 FAN MOTOR:  400  W.C.  3  W.C.  1.0  W.C.

BURNER MOTOR:  1.25  W.C.  1  W.C.  6.4  W.C.

**FILTER SPECIFICATIONS**

DESIGNED FOR USE WITH:

<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> 6	<input type="checkbox"/> 20	<input type="checkbox"/> 24
<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	<input type="checkbox"/> 16	<input type="checkbox"/> 20
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**CLEARANCES**

PROVIDE THE FOLLOWING CLEARANCES TO COMBUSTIBLE MATERIAL (IN)

TOP	FRONT	BACK
0"	12"	14"
0"	0"	0"

**ETL** U.S.

SEE INSTALLATION MANUAL FOR CLEARANCE TO COMBUSTIBLE MATERIAL (IN)

SEE INSTALLATION MANUAL FOR CLEARANCE TO COMBUSTIBLE MATERIAL (IN)



UNIT SHALL BE INSTALLED ON NON COMBUSTIBLE FLOORING WITH CLEARANCES TO UNPROTECTED COMBUSTIBLE MATERIAL NOT LESS THAN 18" ABOVE, 18" AT SIDES, REAR, AND FLUE PIPE, 48" AT FRONT AND ON SUSPENDED UNITS 18" BELOW.

UNIT APPROVED FOR USE WITH DUCTWORK.

DESIGNED MAXIMUM  " W.C. ESP.

TO BE INSTALLED ONLY IN THE  POSITION

MODEL  SERIAL

B.T.U. RATING PER HOUR

MAX. INPUT  OUTPUT

MIN. INPUT

FIRING RATE

FUEL

OPER. PR.

B.T.U.

ELECTRICAL RATING INFORMATION

MINIMUM AMPACITY  AMPS.

BLOW MOTOR	<input type="text" value="15"/> HP.	<input type="text" value="21"/> AMP.	<input type="text" value="460"/> V.	<input type="text" value="60"/> HZ.	<input type="text" value="3"/> PH.	
CAL. MOTOR	<input type="text" value="3/4"/> HP.	<input type="text" value="1.4"/> AMP.	<input type="text" value="460"/> V.	<input type="text" value="60"/> HZ.	<input type="text" value="3"/> PH.	<input type="text" value="35"/> FUSE
WIRE MOTOR	<input type="text" value="1/6"/> HP.	<input type="text" value="3.3"/> AMP.	<input type="text" value="120"/> V.	<input type="text" value="60"/> HZ.	<input type="text" value="3"/> PH.	<input type="text" value="3"/> FUSE
	<input type="text" value="3.3"/> AMP.	<input type="text" value="460"/> V.	<input type="text" value="60"/> HZ.	<input type="text" value="1"/> PH.	<input type="text" value="15"/> FUSE	

TOTAL INPUT OF OTHER ELECTRICAL COMPONENTS

TOTAL CURRENT  AMP.  FUSE

FUSE SIZES ARE MAXIMUM



**LOCAL LAW NO. 2**  
**(APPLICABLE IF THE BID IS  $\geq$  \$250,000)**

**LOCAL AGENCY REQUIREMENTS**

This Section details Local Law requirements for the Project that are not included in other Sections. This Section is part of the Contract Documents.

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Attachment B (SUBMIT WITH BID)	
Attachment C (SUBMIT WITHIN 3 DAYS WHEN REQUESTED)	

**ARTICLE 1 – ERIE COUNTY LOCAL LAW INTRO NO. 2 – 2021**

COUNTY OF ERIE  
LOCAL LAW NO. 2  
2021

A LOCAL LAW updating and reforming Erie County's Requirements for Lowest Responsible Bidding on County Construction Projects and Repealing and Replacing Local Law 1-2009 in its entirety.

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 General Municipal Law Section 103 requires that all contracts entered into by the County of Erie for public work involving an expenditure of more than thirty-five thousand dollars (\$35,000) shall be awarded to the lowest responsible bidder.
- B. Taxpayers have a strong interest in an effective screening process to ensure that appropriate contractors be awarded public works contracts. A thorough evaluation process ensures that the taxpayers get a proper return on their investment and that qualified contractors are awarded bids.
- C. General Municipal Law § 103(15)(a) recognizes the need for this process and provides that municipalities, such as the County of Erie, may establish guidelines governing the qualifications of bidders seeking to bid or enter into such contracts.
- D. By enacting this Local Law, the County of Erie seeks to establish such guidelines in order to assure the prudent and economical use of public moneys for the benefit of all the inhabitants of the County.

Section 2. Short Title.

This Local Law shall be known as "the Erie County Lowest Responsible Bidder Law".

Section 3. Applicability.

This Local Law shall apply to County of Erie construction projects, defined herein, in excess of \$35,000 and advertised for bids on or after the effective date of this Local Law.

Section 4. Definitions.

- A. "The County of Erie" or "County" as used herein shall include the political subdivision known as the County of Erie as well as those County Departments responsible for letting public works contracts.
- B. "Bidder" or "bidders" as used herein shall include individuals, companies, partnerships or other entities that respond to requests for bids issued by the County of Erie.
- C. "Construction Projects" as used herein shall mean projects with a value in excess of

\$35,000 where the County of Erie 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 the County of Erie funds directly, projects that the County of Erie 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 the County of Erie government; and construction projects built under the County of Erie's direction and later paid for with County of Erie funds.

D. "Commissioner" as used herein shall mean the Commissioner of the County of Erie Department that is requesting bids and/or his or her designee.

E. "Responsible" or "responsibility" as used herein means the financial ability, legal capacity, integrity, past performance of a business entity and compliance with applicable laws and regulations and as such terms have been interpreted relative to public procurements.

F. "Responsive" as used herein means a bidder meeting the minimum specifications or requirements as prescribed in the request for bids.

G. "Responsibility Questionnaire" shall mean the current the New York Vendor Responsibility Questionnaire For-Profit Construction (CCA-2), as maintained by the New York Office of the State Comptroller, and as may be amended from time to time, which requires all bidders to answer questions demonstrating their financial ability, legal capacity, integrity, past performance on municipal contracts and compliance with applicable laws and regulations. Such Questionnaire shall be affirmed by a principal of the bidder.

#### Section 5. Requirements.

A. By submitting bids in response to solicitations from the County of Erie, all bidders and sub-bidders (including sub-sub bidders) for construction projects funded by the County of Erie, acknowledge the terms and conditions of this Local Law and agree that they shall comply with the obligations of this Local Law.

B. In addition to the bid response, all bidders shall complete and submit a Responsibility Questionnaire as defined in Section 4 so that the County can evaluate the financial responsibility and organizational capacity of the bidder; the bidder's legal authority to do business in this County and State; the integrity of the owners, officers, principals, members and contract managers and the past performance of the bidder on prior municipal or public contracts. The completed Responsibility Questionnaire must be submitted with the bid.

C. Failure to submit the completed Responsibility Questionnaire with the bid documents shall render the bid non-responsive and the bid shall not be considered by the Commissioner.

#### Section 6. Procedure.

A. Bids for construction projects to which this Local Law applies shall be advertised in accordance with the requirements of the General Municipal Law and other applicable State and Local Laws. Such advertisement shall set forth the request for bids and shall set forth the deadline for submission and the time and place of the public opening of the bids.

B. The Commissioner, or his or her designee, shall distribute to all bidders a copy of this Local Law and the Responsibility Questionnaire referenced above. Distribution of the aforementioned documents shall be deemed effectuated when delivered in the same manner as the request for bids and any associated documents. The submission of a bid shall establish that the bidder received all necessary documents, including but not limited to, the Responsibility Questionnaire.

C. Only Bids accompanied by the Responsibility Questionnaire and all other necessary documentation will be considered by the Commissioner and or his or her designee.

D. All bids received shall be publicly opened and read at the time and place so specified in the advertisement for bids and the identity of all bidders shall be publicly disclosed at the time and place so specified. The apparent lowest bidder shall be announced at that time.

E. Commencing on the date of the bid opening and lasting for ten (10) calendar days thereafter, there shall be a public comment period during which members of the public may submit information relative to any such bidder to the Commissioner. The Commissioner shall acknowledge receipt of such information, and provide a written response prior to the final determination of bidder responsibility.

F. After review of the bid documents, the information collected pursuant to this and other Local Laws, New York State Law, applicable rules and regulations, consideration of the information provided in the Responsibility Questionnaire and of the financial ability, legal capacity, integrity, past performance of the bidder and compliance with applicable laws and regulations, the Commissioner shall determine if the apparent lowest bidder is responsible.

H. If the amount of the lowest responsible bidder appears disproportionately low when compared with estimates undertaken by or on behalf of the County of Erie, and/or compared to other bids submitted (10% or greater disparity), the County reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

I. If the apparent lowest bidder is deemed responsible by the Commissioner, such low bidder will be notified, as soon as is practicable.

J. At least five (5) business days prior to the award of the contract to the low bidder, the Commissioner shall post on the Erie County Website a listing of the three apparent lowest bidders for the work.

#### Section 7. Non-Responsibility Determination.

A. If, after review of the bid documents, the information collected pursuant to this and other Local Laws, New York State Law, applicable rules and regulations, consideration of the information provided in the Responsibility Questionnaire and of the financial ability, legal capacity, integrity, past performance of the bidder and compliance with applicable laws and regulations, the Commissioner makes a provisional determination that the apparent lowest bidder is deemed not to be responsible, the provisions of subdivisions C-E herein shall apply.

B. In the event the bidder is found to have falsified information on a submitted Responsibility Questionnaire or if the bidder fails to properly disclose information that would call into question the

financial ability, legal capacity, integrity, or past performance of the business entity, the Commissioner shall make a provisional determination that the bidder is not responsible subject to the provisions of subdivisions C-E herein.

C. Not less than five (5) business days prior to any final determination that the apparent lowest bidder is not responsible, the County shall notify the affected bidder of the same, in writing, stating the reasons therefore and setting forth a time, date and place for the apparent lowest bidder to appear and be heard on the issue of non-responsibility. Mailing via first class mail to the address provided by bidder shall constitute sufficient service of the notice.

D. At the date, time and place set forth above, the bidder may appear in person, with or without counsel or via affidavit. After due consideration, the Commissioner shall make a determination with regard to responsibility. Such determination may be appealed pursuant to the CPLR.

E. If the apparent lowest bidder is deemed not to be responsible; then the next lowest bidder will be reviewed and so on until the lowest bidder is deemed responsible and selected as the lowest responsible bidder. The Commissioner reserves the right to award the contract to the bidder determined to be the lowest responsible bidder or to reject all bids and rebid the contract in accordance with the General Municipal Law.

#### Section 8. Ongoing Responsibility.

A. The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity.

B. Any resident of Erie County who has reason to believe that an awarded contractor is not responsible, may submit to the Commissioner evidence as to why the contractor or subcontractor is not responsible. The Commissioner shall acknowledge receipt of such evidence, and provide a written response within fifteen (15) calendar days.

C. The Commissioner may, upon receipt of such information, conduct a further investigation into whether or not the contractor is responsible and prior to making any determination of non-responsibility shall proceed in accordance with the process set forth in Section 7 above.

#### Section 9. Sanctions.

A. Any contractor or subcontractor, its alter ego or control group, or principal officer who has, after the opportunity to be heard as set forth above, been determined by the Commissioner to be non-responsible, shall be barred from bidding on contracts for the County of Erie for a period of six months for the first violation. In the event the bidder subsequently fails to comply with the provisions of this Local Law on future bids, it may be subject to additional penalties, including prohibition against work on County contracts for three years for the second violation, and permanently for the third violation.

#### Section 10. Emergency.

A. Notwithstanding the provisions of this Local Law, in the case of a public emergency arising out of an accident or any other unforeseen occurrence or condition whereby circumstances affecting public buildings,

public property or the life, health, safety or property of the inhabitants of the County of Erie, which requires immediate action which cannot await competitive bidding or competitive offering, contracts for public work may be let by the appropriate officer, board or agency of the County of Erie without competitive bidding and as it otherwise deems appropriate.

#### Section 11. 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 12. Effective Date.

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

#### Sponsors:

Timothy Meyers  
April N.M. Baskin  
Howard Johnson

### **ARTICLE 2 –LOCAL LAW NO. 2 – 2021 INFORMATION FOR BIDDERS**

Local Law 2-2021 is a law specific to Erie County concerning lowest responsible bidding requirements. This law became effective April 4, 2021. As a part of this law the experience questionnaire required is New York State's Vendor Responsibility Questionnaire For-Profit Construction (CCA-2).

This form needs to be submitted in hard copy with the bid proposal on the date bids are due.

Erie County will not be using the New York State VendRep system for submittal of this questionnaire, **so a hard copy of all pages is required**. The New York State Vendor Identification Number (NYS Vendor IDA) is not a requirement of the Erie County and therefore the information is not required to be filled out in the questionnaire.

If a bidder is concerned about submitting the financial statements required in Attachment C (that attachment only) can be submitted within three days after bid opening or when requested by Owner.

### **ARTICLE 3 –LOCAL LAW NO. 2 – 2021 FORMS**

Bound following this page are the following which are part of the Contract Documents:

1. New York State (NYS) Vendor Responsibility Form For For-Profit Construction (CCA-2) (SUBMIT WITH BID)
2. NYS Vendor Responsibility Form Attachment A (SUBMIT WITH BID)
3. NYS Vendor Responsibility Form Attachment B (SUBMIT WITH BID)
4. NYS Vendor Responsibility Form Attachment C (SUBMIT WITHIN 3 DAYS WHEN REQUESTED)

## SUBMIT PAPER COPY WITH BID

AC 1292-S (Rev. 9/11)

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

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

#### COMPLETION & CERTIFICATION

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

#### NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

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

#### DEFINITIONS

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

#### RESPONSES

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

**SUBMIT PAPER COPY WITH BID**

AC 1292-B (Rev. 9/13)

NYS VENDOR ID: 00000000

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

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

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

**SUBMIT PAPER COPY WITH BID**

AC 1292-B (Rev. 9/13)

NYS VENDOR ID: 00000000

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CC.A-2)**

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

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AC 12/2-8 (Rev. 9/13)

NYS VENDOR ID: 000000000

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

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm Company Name	Firm Company EIN (If available)	Firm Company's Primary Business Activity
Firm Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position Title with Firm Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable <i>(enter N/A, if not applicable)</i> :		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name <i>(Include middle initial)</i>	Position Title with Firm Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction</u> -related <u>Joint Ventures</u> within the past three (3) years? <i>(Attach additional pages if necessary.)</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

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AC 3292-S (Rev. 9/13)

NYS VENDOR ID: 00000000

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

III. CONTRACT HISTORY	
3.0 Has the <u>Business Entity</u> completed any <u>construction</u> contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," list the ten most recent <u>construction</u> contracts the <u>Business Entity</u> has completed using Attachment A – Completed Construction Contracts, found at <a href="http://www.osc.state.ny.us/vendor/documents/questionnaire/ac3294s.doc">www.osc.state.ny.us/vendor/documents/questionnaire/ac3294s.doc</a>. If less than ten, include most recent subcontracts on projects up to that number.</i>	
3.1 Does the <u>Business Entity</u> currently have uncompleted <u>construction</u> contracts?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," list all current uncompleted <u>construction</u> contracts by using Attachment B – Uncompleted Construction Contracts, found at <a href="http://www.osc.state.ny.us/vendor/documents/questionnaire/ac3295s.doc">www.osc.state.ny.us/vendor/documents/questionnaire/ac3295s.doc</a>. Note: Ongoing projects must be included.</i>	
IV. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the <u>Business Entity</u>, an affiliate, or any predecessor company or entity:</i>	
4.0 Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any <u>government procurement</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.1 Been subject to a denial or revocation of a <u>government prequalification</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.2 Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an <u>informal, non-responsive or incomplete bid</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.3 Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an <u>informal, non-responsive or incomplete bid</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.4 Had a low bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements</u> on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.5 Agreed to a voluntary exclusion from <u>bidding</u> contracting with a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
4.6 Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	
V. INTEGRITY – CONTRACT AWARD	
<i>Within the past five (5) years, has the <u>Business Entity</u>, an affiliate, or any predecessor company or entity:</i>	
5.0 Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.1 Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any <u>government entity</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Had its surety called upon to complete any contract whether government or private sector?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.4 Forfeited all or part of a standby letter of credit in connection with any <u>government contract</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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AC 3292-S (Rev. 9/13)

NYS VENDOR ID: 000000000

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

<b>V. INTEGRITY - CONTRACT AWARD</b>	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
<i>For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owner(s) involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

<b>VI. CERTIFICATIONS/LICENSES</b>	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

<b>VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS</b>	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal law</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of: (i.) An indictment, <u>grant of immunity</u> , <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No  <input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No

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AC 1292-8 (Rev. 9/13)

NYS VENDOR ID: 000000000

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

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
<p>7.6 Other than previously disclosed, been the subject of any citations, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of:</p> <ul style="list-style-type: none"> <li>• <u>Federal</u>, state or local health laws, rules or regulations;</li> <li>• <u>Federal</u>, state or local environmental laws, rules or regulations;</li> <li>• Unemployment insurance or workers compensation coverage or <u>claim</u> requirements;</li> <li>• Any labor law or regulation, which was deemed willful;</li> <li>• Employee Retirement Income Security Act (ERISA);</li> <li>• <u>Federal</u>, state or local human rights laws;</li> <li>• <u>Federal</u>, state or local security laws?</li> </ul>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i></p> <p><i>Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.</i></p>	

VIII. LEADERSHIP INTEGRITY	
<i>If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.</i>	
<i>Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:</i>	
8.0 <u>Sanctioned</u> relative to any business or professional permit and or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 <u>Suspended, debarred</u> or <u>disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 The subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p>8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for:</p> <p>(i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or</p> <p>(ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
<p><i>For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i></p>	

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AC 3292-8 (Rev. 9/13)

NYS VENDOR ID: 00000000

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgements</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>liens</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project		b. Aggregate (All Projects)
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at <a href="http://www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls">www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls</a> . (This information must be attached.)		

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AC 3292-B (Rev. 9/13)

NYS VENDOR ID: 000000000

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

<b>X. FREEDOM OF INFORMATION LAW (FOIL)</b>	
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). <i>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.</i>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," indicate the question number(s) and explain the basis for the claim.</i>	

**SUBMIT PAPER COPY WITH BID**

AC 3292-S (Rev. 9/13)

**NYS VENDOR ID: 000000000**

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE  
FOR-PROFIT CONSTRUCTION (CC.A-2)**

**Certification**

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

The undersigned certifies that he/she:

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

Signature of Owner Official \_\_\_\_\_

Printed Name of Signatory \_\_\_\_\_

Title \_\_\_\_\_

Name of Business \_\_\_\_\_

Address \_\_\_\_\_

City, State, Zip \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_:

\_\_\_\_\_ Notary Public

**SUBMIT PAPER COPY WITH BID**

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

Vendor Name:

NYS Vendor ID:

**Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:**

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

**SUBMIT PAPER COPY WITH BID**

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

Vendor Name:

NYS Vendor ID:

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

**SUBMIT PAPER COPY WITH BID**

AC 3295-S (4/12)

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

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:								
1.	Agency/Owner						Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount		
2.	Agency/Owner						Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount		
3.	Agency/Owner						Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount		
4.	Agency/Owner						Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others		Uncompleted Amount		

**SUBMIT PAPER COPY WITH BID**

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

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:								
5.	Agency/Owner						Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
6.	Agency/Owner						Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
7.	Agency/Owner						Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
8.	Agency/Owner						Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer				
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others	Uncompleted Amount		

**SUBMIT PAPER COPY WITH BID**

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

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:							
9.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
10.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
<b>Grand Total All Uncompleted Contracts</b>						<b>\$0.00</b>	

**SUBMIT WITHIN 3 DAY UPON REQUEST**

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

NYS Vendor ID: \_\_\_\_\_

As of Date: \_\_\_\_\_

**ASSETS**

Current Assets

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

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

NYS Vendor ID: \_\_\_\_\_

<b>12. Fixed Assets</b>		
Land	\$	-
Building and improvements	\$	-
Leasehold improvements	\$	-
Machinery and equipment	\$	-
Automotive equipment	\$	-
Office furniture and fixtures	\$	-
Other (list): _____	\$	-
	\$	-
<b>Total</b>	\$	-
<b>Less: Accumulated depreciation</b>	\$	-
<b>Total Fixed Assets - Net</b>		\$ -
<b>13. Other Assets</b>		
Loans receivable		
Officers	\$	-
Employees	\$	-
Shareholders	\$	-
Cash surrender value of officers' life insurance	\$	-
Organization expense - net of amortization	\$	-
Notes receivable - due after one year	\$	-
Other (list): _____	\$	-
	\$	-
<b>Total Other Assets</b>		\$ -
<b>14. TOTAL ASSETS</b>		\$ -

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

NYS Vendor ID: \_\_\_\_\_

**LIABILITIES**

Current Liabilities

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

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

NYS Vendor ID: \_\_\_\_\_

27. Other Liabilities			
Other (list) _____	\$	_____	
	\$	_____	
Total Other Liabilities _____	\$	_____	
28. TOTAL LIABILITIES			\$ _____

**NET WORTH**

29. Net Worth (if proprietorship or partnership)			\$ _____
30. Stockholders' Equity			
Common stock issued and outstanding	\$	_____	
Preferred stock issued and outstanding	\$	_____	
Retained earnings	\$	_____	
Total	\$	_____	
Less: Treasury stock	\$	_____	
31. TOTAL STOCKHOLDERS' EQUITY			\$ _____
32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY			\$ _____

**LOCAL LAW NO. 3**  
**(APPLICABLE IF THE BID IS  $\geq$  \$250,000)**  
**APPRENTICESHIP REQUIREMENTS**

This Section details apprenticeship requirements for the Project. This Section is part of the Contract Documents.

	Page
Article 1 – Erie County Local Law No. 3 – 2018.....	2
Article 2 – Local Law No. 3 – 2018 Rules and Regulations.....	6
Article 3 – Local Law No. 3 – 2018 Forms.....	8

**FORMS:**

1. New York State Certified Apprenticeship Training Program Certification (SUBMIT WITH BID)
2. Apprenticeship Utilization Certification for Final Payment

**ARTICLE 1 – ERIE COUNTY LOCAL LAW INTRO NO. 3 – 2018**

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

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

**BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:**

Section 1. Legislative Intent.

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

- A. New York Labor Law Section 816-b specifically authorizes this Local Law.
- B. There has been a long and productive history of partnership between labor and management in the training of workers in New York State.
- C. New York State Certified Worker Training Programs are valuable educational and training tools for the local workforce by reducing reliance on out-of-area labor for construction projects.
- D. New York State Certified Worker Training Programs provide opportunities to residents in this area through training and education for skilled jobs.
- E. These skilled jobs allow us to reinvest our taxpayer dollars spent on local construction projects so that local workers and local tax dollars remain within the local community.
- F. It would be valuable to encourage labor and business/industry to participate in New York State Certified Worker Training Programs to meet the increased need for trade persons while providing residents the means to earn a better living and fostering the local and regional economies.
- G. It is valuable for local government to encourage broad participation in such New York State Certified Worker Training Programs by the residents of Erie County and to foster the equal opportunity of men and women of all races and backgrounds to participate in order to enhance workforce development and diversification, and to prevent exclusionary practices which have historically excluded women and minorities.
- H. The New York State Department of Labor sets objective standards and provides oversight for New York State Certified Worker Training Programs. These Programs are important because they require on-the-job training and classroom training, and provide objective industry standards. In effect these programs lead to a standardized, cost effective and skilled local workforce.
- I. Nothing in this Local Law should be read to abrogate the duty of Erie County with respect to its MBE/WBE requirements.

Section 2. Short Title.

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

Section 3. Definitions.

A. "New York State Certified Worker Training Program" shall mean: a state registered and regulated apprenticeship program through the New York State Department of Labor that has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law, that includes the following standards:

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

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 with the following condition:

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

#### Section 11. Effective Dates.

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

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

## ARTICLE 2 – LOCAL LAW NO. 3-2018 RULES AND REGULATIONS

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

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

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

#### 1. Definitions.

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

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

"Commissioner" – Erie County Commissioner Department of Public Works

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

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

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

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

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

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

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

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

“Subcontractor” – A subcontractor to a Prime Contractor.

“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.

## **ARTICLE 3 – LOCAL LAW NO. 3 – 2018 FORMS**

Bound following this page are the following which are part of the Contract Documents:

1. New York State Certified Apprenticeship Training Program Certification (1 page) (SUBMIT WITH BID)
2. Apprenticeship Utilization Certification for Final Payment (1 page)

NEW YORK STATE CERTIFIED APPRENTICESHIP  
TRAINING PROGRAM CERTIFICATION

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

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

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

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

[ ] Enclosed is a detailed explanatory written statement as to the inapplicability of Apprenticeship participation due to: the lack of career opportunities in NYSCATP Approved by New York State Department of Labor Commissioner; OR the magnitude of the construction contract which would make use of apprentices impracticable.

---

SIGNATURE

COMPANY NAME

DATE

**APPRENTICESHIP UTILIZATION**  
**CERTIFICATION FOR FINAL PAYMENT**

STATE OF NEW YORK  
COUNTY OF ERIE

\_\_\_\_\_ being duly sworn, deposes and says that he is the Contractor for the work associated with \_\_\_\_\_  
\_\_\_\_\_ for the COUNTY OF ERIE, the Owner; and says that he is the \_\_\_\_\_  
\_\_\_\_\_, the contracting company.

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

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

\_\_\_\_\_  
(Name of Contractor)

"CORPORATE  
SEAL"

By \_\_\_\_\_

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public or Commissioner of Deeds

# EXECUTIVE ORDER 18

(APPLICABLE IF THE BID ≥ \$250,000)

## DISADVANTAGED WORKER REQUIREMENTS

This Section details local and disadvantaged worker requirements for the Project. This Section is part of the Contract Documents.

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1. Erie County Executive Order No. 18 Attestation and Statement of Workforce (SUBMIT WITH BID)
2. Erie County Local and Disadvantaged Worker Certification (SUBMIT WITH CLOSEOUT)
3. Executive Order No. 18 Erie County Local and Disadvantaged Worker Compliance Certification – Waiver Request (SUBMIT WHEN REQUESTED)

## ARTICLE 1—ERIE COUNTY EXECUTIVE ORDER #018

### EXECUTIVE ORDER #18 ERIE COUNTY CONSTRUCTION PROJECT BID DOCUMENTS SHALL INCLUDE LOCAL AND DISADVANTAGED WORKER REQUIREMENTS

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

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

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

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

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

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

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

1. It is ordered that on and after April 30, 2018, all bids for Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and on and after October 1, 2017, all other bids for Erie County construction projects wherever so initiated, and all associated contracts involving an expenditure of \$250,000 or greater which utilize not less than three workers to complete the project shall require that:
  - a) Entirely 100% of work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the Local Labor Area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County).
  - b) At least 70% of total work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the County of Erie.
  - c) For the remainder of the calendar year subsequent to the effective date of this Order as specified above in Section 1, and for the entirety of the calendar year that follows, at least 20% of total work hours performed by residents of New York State, which percentage may be wholly or partly included within the hourly requirement contained in sub-section (b) above, used on an Erie County construction project will be worked by residents of Erie County who reside in zip codes with a poverty rate of 20% or higher, and/or, in any ratio, disadvantaged workers who reside in Erie County. A disadvantaged worker is a resident who has a household income below 50% of the Area Median Income ("AMI"); or has been released from prison within the last 10 years; or

participates in the Temporary Assistance for Needy Families program; or participates in the Supplemental Nutrition Assistance Program; or has been unemployed for at least 12 consecutive months. On the first day of the second full calendar year from such effective date and continuing thereafter, the applicable percentage of total work hours performed referenced in this subsection above will move upward from 20% to 30%. The applicable zip codes as referenced above will be determined annually by the Erie County Division of Equal Employment Opportunity and will be provided to potential contractors in all request for bids documents; and

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

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

County of Erie

By: \_\_\_\_\_

Mark C. Poloncarz  
Erie County Executive

**ARTICLE 2—RULES AND REGULATIONS IMPLEMENTING ERIE COUNTY EXECUTIVE MARK C. POLONCARZ ORDER #18**

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

**PURPOSE**

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

**DEFINITIONS**

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

**APPLICATION**

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

1. **Location:** The Commissioner must find that work on a project will take place solely within the geographic boundaries of Erie County.
2. **Monetary Threshold:** The Commissioner must find that the cost of a project meets or exceeds \$250,000. In determining whether a project meets the expenditure threshold of \$250,000, the Commissioner shall calculate the total cost of the project based on the successful bidder's final bid submission. A project previously exempt because it did not meet the monetary threshold of \$250,000 may become subject to EO #18 because an

amendment, modification, renewal, or extension increases the total cost of the project. In that case, the Commissioner will have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.

3. **Work Force Threshold:** The Commissioner must find that no less than three construction workers will be utilized by contractor and/or subcontractor for the completion of the project. In determining whether a project utilizes at least three construction workers to complete the Project, the Commissioner shall rely on the statement of work force contained within the attestation required by the mandatory request for bid language specifically delineated below. A project previously exempt because it did not meet the work force threshold may become subject to EO #18 because of an increase in work force during the course of work on the project. In that case, the Commissioner shall have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.

#### REQUEST FOR BID LANGUAGE

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

**ERIE COUNTY EXECUTIVE ORDER #18:** The project contemplated by this Request for Bids may be subject to Erie County Executive Order #18 which is attached hereto along with its Rules and Regulations for reference as Exhibit Section 00 73 40 Articles 1 and 2. The Erie County Department or Division letting the contract will advise the successful bidder if it must comply with Executive Order #18 at the time of award. All bids must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto as Exhibit Section 00 73 40 Article 3. Any bids received which do not include such attestation or include an incomplete attestation may be deemed non-responsive. Be advised that the Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force goals using LCPTracker software.

#### Contract Language

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

**ERIE COUNTY EXECUTIVE ORDER #18:** The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the project contemplated herein is subject to the provisions of Erie County Executive Order #18 which is attached hereto for reference as Exhibit Section 00 73 40 Articles 1 and 2. Prior to the final execution of this Agreement, Contractor shall furnish to the County a fully executed and verified Local and Disadvantaged Worker Compliance Certification. A fillable Certification is attached hereto as Exhibit Section 00 73 40 Article 3. Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force goals using LCPTracker software. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed

a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

#### WAIVER PROCESS

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

- 1) Where a successful bidder has, through collective bargaining agreements or other legally binding agreements, any exclusive hiring arrangements with local unions such successful bidder must attempt to meet the mandates of EO #18 by following the hiring process outlined in their respective exclusivity agreements. The narrative provided in connection with any waiver request will describe the process followed and the results of those efforts. Where a successful bidder has no exclusive hiring agreements in place or where a successful bidder is unable to comply with EO #18 after following their exclusive hire process, such successful bidder must proceed to follow steps 2 through 4 below.
- 2) Posting the job opening(s) for construction worker(s) on or with each of the following:
  - A) The New York State Department of Labor Database used by the Buffalo and Erie County Workforce System ([www.jobzone.ny.gov](http://www.jobzone.ny.gov))
  - B) The People United for Sustainable Housing located at 271 Grant Street, Buffalo, NY 14213
  - C) At least one private staffing firm to aid Contractor in locating qualified candidates
  - D) Any other staffing organization or web site if so directed by the Erie County Commissioner of Public Works
- 3) All job opening(s) posted pursuant to Section one above must be posted for a period of at least ten (10) consecutive calendar days. Proof of publication must be included in all waiver requests.
- 4) The narrative provided with a waiver request shall state the number of candidates found via the job postings that would aid Contractor in meeting the requirements of EO #18, the number of those candidates that were subsequently interviewed for the opening(s), and if such candidates were not hired, the narrative shall include the reason(s) why the candidates were found to be unsuitable for the position(s).
- 5) A copy of the waiver request shall be sent to the Project Manager/Point of Contact in the Erie County Department of Public Works located at 95 Franklin Street, 14<sup>th</sup> Floor, Buffalo, NY 14202

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

## SPECIALIZED WORK EXEMPTION

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

A request for a specialized work exemption shall be made in writing by the commissioner or director bidding the subject project. The request shall be directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director" and must include a narrative describing what the specialized work involves, what portion of the project such specialized work is needed for, the particular skills, training, or formal certification/licensing needed to perform the work, and the steps taken to determine if workers meeting EO #18 requirements have the necessary expertise. Upon receipt of a specialized work exemption request, the Equal Employment Opportunity Director shall form an ad hoc committee, and select its members, in order to review the request and either grant or deny the specialized work exemption.

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

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

## COMPLIANCE

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

## PENALTY FOR NONCOMPLIANCE

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

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

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

**ARTICLE 3 – EXECUTIVE ORDER NO. 18 FORMS**

Bound following this page are the following which are part of the Contract Documents:

1. Erie County Executive Order No. 18 Attestation and Statement of Workforce (**SUBMIT WITH BID**)
2. Erie County Local and Disadvantaged Worker Certification (**SUBMIT WITH CLOSEOUT**)
3. Executive Order No. 18 Erie County Local and Disadvantaged Worker Compliance Certification – Waiver Request (**SUBMIT WHEN REQUESTED**)



SUBMIT WITH CLOSEOUT

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

In order to comply with Erie County Executive Order #18 dated September 27, 2017 we hereby make the following certification:

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

OR,

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

\_\_\_\_\_  
\_\_\_\_\_

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

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

\_\_\_\_\_  
Signature

**Verification**

STATE OF NEW YORK )  
COUNTY OF ERIE ) SS:

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

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

Sworn to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
Notary Public

SUBMIT WHEN REQUESTED

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

COMPANY: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

PROJECT NUMBER \_\_\_\_\_:

ADDRESS / PHONE: \_\_\_\_\_

**Waiver Request Requirements are as follows:**

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

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

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

-OR-

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

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

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE

**FOR ERIE COUNTY APPROVAL:**

\_\_\_\_\_  
Office of Equal Employment Opportunity

\_\_\_\_\_  
Erie County Department Representative