**COUNTY OF ERIE**
**DIVISION OF PURCHASE**
**MEMORANDUM**

**To:** All Using Departments

**From:** Jamie Kucewicz, Buyer

**Date:** May 22, 2015

**Subject:** ON CALL EMERGENCY ELECTRICAL SERVICES – COUNTY OWNED BUILDINGS

**Bid No.:** 211169-002

**Effective Dates:** Bid has been extended through May 24, 2016

**Vendor #:** 103620

**Vendor:** INDUSTRIAL POWER & LIGHTING CORP.
701 Seneca Street, Suite 500
Buffalo, NY 14210

**Telephone:** 716-854-1811

**FAX:** 716-854-1828

**Pricing:** 14% Overhead & Profit

# COUNTY OF ERIE

**MARK C. POLONCARZ**
COUNTY EXECUTIVE

**DIVISION OF PURCHASE**

VALLIE M. FERRARACCIO
DIRECTOR

May 12, 2015

Industrial Power & Lighting Corp.
701 Seneca Street, Suite 500
Buffalo, NY 14210
Attn: Richard Lombard

**Re: Bid #211169-002 – "On-Call Emergency Electrical Services – County Owned Buildings"**

Dear Mr. Lombard:

The County of Erie wishes to extend this agreement for an additional year, through May 24, 2016, under the same prices, terms and conditions as the original agreement.

Extension is provided for per Section 011000, Part 1.04(B) of the bid specifications. This offer is for your immediate consideration and acceptance. **Please respond within seven days upon receipt of this request,** indicating whether you agree to extend or do not wish to extend.

If you do wish to extend the contract, please provide a current insurance certificate, with the certificate holder listed as County of Erie, 95 Franklin Street, Buffalo, NY 14202. The County requires General, Auto and Excess Liability coverage and needs to be listed as "Additional Insured" on those policies. A Worker's Compensation & Employer's Liability Certificate must also be provided, and must be on one of the NYS Comp Board forms C105.2, U26.3 or SI-2.

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

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X Yes, I agree to extend _____ No, I do not wish to extend

Company Name: INDUSTRIAL POWER AND LIGHTING CORP.

Representative (Please print): RICHARD A. LOMBARD Title: PRESIDENT

Signature: _____ Date: 5/10/15

Sincerely,

James D. Kucewicz
Buyer

Vallie M. Ferraraccio
Director of Purchase

5/19/2015
DATE

EXHIBIT "F"

# County of Erie

CHRIS COLLINS
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## STANDARD AGREEMENT

This AGREEMENT, made as of the 24TH day of May, 2011

by and between INDUSTRIAL POWER & LIGHTING CORP

of 701 SENECA ST SUITE 500, BUFFALO NY 14210

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 MAY 16, 2011 at 10:00 AM

for: ON-CALL EMERGENCY ELECTRICAL SERVICES-COUNTY OWNED BUILDING

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

of CONTRACTOR'S PERCENTAGE OF OVERHEAD AND PROFIT FOURTEEN PERCENT (14%)

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. 211169-002, 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.

XXX 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

by Bridget Corcoran
Director of Purchase

Contractor Industrial Power & Lighting Corp.

by _____
Title PRESIDENT

APPROVED AS TO FORM

_____
Assistant County Attorney
County of Erie, New York

7/6/11 (date)

Document No.: 11-587-Pu

# COUNTY OF ERIE

**CHRIS COLLINS**
**COUNTY EXECUTIVE**

## DIVISION OF PURCHASE

## INVITATION TO BID

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

County of Erie
Division of Purchase
Attention: LORRAINE M KOLB, BUYER (716) 858-6340
95 Franklin Street, Room 1254
Buffalo, New York 14202-3967

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

BID NUMBER: 211169-002

OPENING DATE: MAY 16, 2011 TIME: 10:00 AM

FOR: ON-CALL EMERGENCY ELECTRICAL SERVICES- COUNTY OWNED BUILDING

NAME OF BIDDER: Industrial Power & Lighting Corp.

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
___ EXHIBIT "D" - Bid Bond (Formal Bid)
N/A EXHIBIT "E" - Bid Bond (Informal 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)
___ EXHIBIT "P" & EXHIBIT "PBI" - Performance Bond
___ EXHIBIT "Q" - Confined Space Program Certification

**INDUSTRIAL POWER & LIGHTING CORP**
**701 SENECA ST**
**BUFFALO NY 14210**

(Rev. 1/00)

EXHIBIT "G"

# 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 16th day of May, 20 11

TERMS NET 30 DELIVERY DATE AT DESTINATION N/A

FIRM NAME Industrial Power & Lighting Corp.

ADDRESS 701 Seneca St - Suite 500

Buffalo, NY ZIP 14210

AUTHORIZED SIGNATURE

TYPED NAME OF AUTHORIZED SIGNATURE Richard A. Lombard

TITLE President TELEPHONE NO. (716)854-1811

(Rev.1/2000)

# County of Erie

**DIVISION OF PURCHASE**
**BID SPECIFICATIONS**

BID NO 211169-002

Ship to: County of Erie
Attention: Various locations
Address:

Ship Via: CW
Date Required at Destination: ASAP

| ITEM NO. | QUAN-TITY | UM | CATALOG NO./DESCRIPTION | UNIT PRICE | TOTAL PRICE |
|---|---|---|---|---|---|
| | | | Seeking proposals for on-call and emergency electrical services | | |
| | | | For County Owned buildings. Bidder must furnish all materials | | |
| | | | And all plant, labor, supplies, equipment, transportation and other | | |
| | | | Facilities necessary or proper for, or incidental to the construction | | |
| | | | Work as required by and in strict accord with the following | | |
| | | | Specifications: | | |
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**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** 14%

**NAME OF BIDDER** Industrial Power & Lighting Corp.

(Rev. 9/95)

## *NAME OF BIDDER*

**BID SUBMITTED BY:** Industrial Power & Lighting Corp.

**PROPOSAL FOR:**

**CONSTRUCTION WORK**

**On-Call & Emergency Electrical Services**
**All County Owned Buildings**

TO: **Michelle Mazzone,** Director of Real Estate
Division of Real Estate & Asset Management
14th Floor Rath Building, 95 Franklin Street, Buffalo NY 14202

Ms. Mazzone:

Pursuant to and in compliance with your advertisement for Bids, the undersigned offers to furnish all materials and all plant, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the construction work as required by and in strict accord with the contract documents entitled: "On-Call & Emergency Electrical Services" including all Addenda for the following sum of:

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

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

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

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

**BASE BID:** 14 % ( Fourteen percent)

# 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 <u>not</u> 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
## DIVISION OF PURCHASE

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.

# County of Erie
## DIVISION OF PURCHASE

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.

# County of Erie

## DIVISION OF PURCHASE

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

FIRM NAME Industrial Power & Lighting Corp.

ADDRESS OF PRINCIPAL OFFICE STREET 701 Seneca St - Suite 500

CITY Buffalo, NY

AREA CODE 716 PHONE 854-1811 STATE NY ZIP 14210

Check one: CORPORATION ☑ PARTNERSHIP____ INDIVIDUAL____

INCORPORATED UNDER THE LAWS OF THE STATE OF Delaware

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:

____ ____

____ ____

____ ____

____ ____

EXHIBIT "A"

# County of Erie

CHRIS COLLINS
COUNTY EXECUTIVE

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)

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

"EXHIBIT B"

# COUNTY OF ERIE

**CHRIS COLLINS**
**COUNTY EXECUTIVE**
**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 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 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
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
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

EXHIBIT "C"

# County of Erie

CHRIS COLLINS
COUNTY EXECUTIVE
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.

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# GENERAL CONDITIONS OF THE CONTRACT

## SECTION 1 - DEFINITIONS

1.01 CONTRACT DOCUMENTS - The Contract comprises all the documents listed in the Table of Contents of the Project Manual, including all additions, deletions and modifications incorporated therein before the execution of the Contract:

A. Legal and Procedural Documents

B. General Conditions of the Contract

C. Supplementary General Conditions

D. Application for Payment

E. Detailed Specifications

F. Drawings

1.02 ARCHITECT / ENGINEER is the Architect, Architect / Engineer or Engineer named in the Contract Documents, or the representative duly authorized in writing to act for such Architect, Architect / Engineer or Engineer.

1.03 OWNER is the County of Erie. With respect to approval of the Contract Award, Change Orders and Final Payment, as well as the appropriation of funds therefore, the County Legislature shall be the Owner's representative. For Contract execution, the County Executive shall be the Owner's representative. In legal matters, the County Attorney shall be the County's representative. In all other matters, the County's representative shall be the Commissioner of Public Works, or in his absence, his duly authorized representative.

1.04 CONTRACTOR is the Contractor named in the Contract Documents.

1.05 SUBCONTRACTOR is any person, firm or corporation who has a direct contract with the Contractor and who acts for or in behalf of the Contractor in executing any part of the Contract, but does not include one who merely furnishes material or equipment.

1.06 PROPOSAL: The offer of a Bidder to perform the work described by the Contract Documents when made out and submitted on the prescribed Proposal Form, properly signed and guaranteed.

1.07 PROPOSAL GUARANTY: The Bid Bond, which shall accompany each Proposal submitted by the Bidder, is a guarantee that the Bidder will enter into a contract with the Owner for the construction of the work if the contract is awarded to him.

1.08 PERFORMANCE LABOR AND MATERIAL PAYMENT BOND: The Owner's standard bond document and the only approved form of security to be submitted by the contractor and his surety as a guarantee to faithfully execute the work in accordance with the terms of the contract and to pay all amounts owed by him to all laborers, tradesmen and suppliers in connection with the work covered by his contract.

1.09 SURETY is the person, firm or corporation that executes the Contractor's Performance Bond.

1.10 PROJECT MANUAL shall mean the Legal and Procedural Documents, General Conditions of the Contract, together with the modifications thereof, and the Detailed Specifications, with all addenda thereto.

1.11 DRAWINGS are those enumerated in the contract documents.

1.12 WRITTEN NOTICE shall be considered as served when delivered in person or sent by registered or certified mail to the individual, firm or corporation or to the last business address of such known to him who serves the notice.

A. Notice to Owner - All required notices to the Owner shall be delivered to the Erie County Division of Real Estate & Asset Management, 14th Floor Rath Building, 95 Franklin Street, Buffalo, NY 14202.

B. Change of Address - Each party shall advise the other parties to the Contract promptly as to any change in his business address until completion of the Contract.

1.13 ACT OF GOD means an earthquake, flood, tornado or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damaged to the work resulting there from.

## SECTION 2 - DRAWINGS, SPECIFICATIONS AND RELATED DATA

2.01 INTENT OF DRAWINGS AND SPECIFICATIONS - The intent of the Drawings and Specifications is that the Contractor furnish all labor and materials, equipment and transportation necessary for the proper execution of the work unless specifically noted otherwise. The Contractor shall do all the work shown on the Drawings and described in the Specifications and all incidental work considered necessary to complete the work included in the contract in a substantial and acceptable manner, and to fully complete the work or improvement, ready for use, occupancy and operation by the Owner.

2.02 CONFLICT - If there is conflicting variance between the Drawings and the Specifications, the provisions of the Specifications shall control. In case of conflict between the General Conditions of the Contract or any modifications thereof and the Detailed Specification Requirements, the Detailed Specification Requirements shall control.

2.03 DISCREPANCIES IN DRAWINGS - Any discrepancies found between the Drawings and Specifications and site conditions or any errors or omissions in the Drawings or Specifications shall be immediately reported to the Architect / Engineer , who shall promptly correct such error or omission in writing. Any work done by the Contractor after his discovery of such discrepancies, errors or omissions shall be done at the Contractor's risk.

2.04 DRAWINGS AND SPECIFICATIONS - The complete requirements of the work to be performed under the Contract shall be set forth in Drawings and Specifications to be supplied through the Architect / Engineer or by the Architect / Engineer as consultant to the Owner.

2.05 ADDITIONAL INSTRUCTIONS - Further instructions may be issued by the Architect / Engineer during the progress of the work by means of Drawings or otherwise to make more clear or specific the Drawings and Specifications or as may be necessary to explain or illustrate changes in the work to be done.

2.06 COPIES OF DRAWINGS AND SPECIFICATIONS FURNISHED - Except as provided for otherwise, all required copies of Drawings and Specifications necessary for the execution of the work shall be furnished to the Contractor without charge.

2.07 DRAWINGS AND SPECIFICATIONS AT JOB SITE - One complete set of all Drawings and Specifications shall be maintained at the job site and shall be available to the Architect / Engineer at all times.

2.08 OWNERSHIP OF DRAWINGS AND SPECIFICATIONS - Except as otherwise provided in the Owner's Contract with the Architect / Engineer, all original or duplicated Drawings and Specifications and other data prepared by the Architect / Engineer shall remain the property of the Owner and/or Architect / Engineer, and they shall not be reused on other work, but shall be returned upon completion of the work.

2.09 DIMENSIONS - Figured dimensions on the plans will be used in preference to scaling the Drawings. Where the work of the Contractor is affected by finish dimensions, these shall be determined by the Contractor at the site, and he shall assume the responsibility therefore.

2.10 MODELS - All models prepared for this work shall become the property of the Owner at the completion of the work.

2.11 SAMPLES - All samples called for in the Specifications or required by the Architect / Engineer shall be furnished by the Contractor and shall be submitted to the Architect / Engineer for his approval. Samples shall be furnished so as not to delay fabrication, allowing the Architect / Engineer reasonable time for the consideration of the samples submitted.

A. Samples of Tests - Contractor shall furnish such samples of material as may be required for examination and test. All materials and workmanship shall be in accordance with approved samples. All samples of materials for tests shall be taken according to methods provided in the Specifications.

2.12 SHOP DRAWINGS – A schedule of shop drawings, setting data, and other manufacturer's data shall be submitted by the Contractor for approval of the Architect/Engineer. This schedule shall be coordinated with the project construction schedule and shall be submitted within 30 days after award of contracts.

A. The shop drawings schedule should list the following information:

1. Description of items for which shop drawings and data shall be submitted.

2. Approximate date for first submittal.

3. Approximate number of calendar days required for fabrication and delivery after final approval.

4. Number of copies each item for preliminary and final submittals.

B. The Contractor shall be responsible for the accuracy, completeness, and suitability of the information furnished or shop drawings prepared by the subcontractors and vendors. The Contractor shall check and approve all shop drawings before they are submitted to the Architect/Engineer. Such approval shall be understood to indicate the Contractor's assurances that the items proposed by the drawings and data sheets are in accordance with the contract. Shop drawings shall include setting drawings, schedules, catalogs, brochures, manufacturer's data and other information required to evaluate and install.

C. Shop drawings may be disapproved by the Architect/Engineer for the following reasons:

1. Drawing has not been approved by the Contractor.

2. Drawings have been prepared without due regard for information and requirements called for or logically implied by the Contract Documents.

3. The information is not sufficiently complete or accurate to verify that that the work represented is in accordance with the Contract Documents.

D. Shop drawings and submitted data shall be graded by the Architect/Engineer as follows:

1. Reviewed

   a. There shall be no correction marks on drawings.

   b. The work may be fabricated.

2. Make Noted Corrections

   a. Corrections shall be of a minor nature.

   b. The work may be fabricated at the Contractor's option, except where otherwise noted.

   c. Corrected copies shall be submitted within a reasonable time for final approval.

   d. Not Approved

3. Rejected

   a. Drawings are not acceptable.

4. Revise and Re-submit

   a. Drawings are basically correct, but due to the nature and/or extent of the corrections and/or revisions required, work shall not be fabricated.

5. Submit Item Specified

   a. Contractor shall submit item as specified in the specifications.

6. The Architect / Engineer shall, within fourteen (14) days of the submittal of any shop drawings, return one copy to the contractor marked with all corrections and changes.

E. The Architect/Engineer's approval of shop drawings is subject to the following conditions:

1. Approval does not authorize changes to contract requirements unless so stated in a separate letter or change order.

2. The Contractor shall verify all dimensions.

3. Checking and approval of shop drawings shall be only for conformance with the design concept of the project and compliance with the information given in the Contract Documents. Contractor shall be responsible for the dimensions to be confirmed and correlated at the jobsite; for all quantities, for information that pertains solely to the fabrication processes or to techniques or construction, and for coordination of the work of all trades.

F. Shop drawings should generally provide the following information:

1. Job Title and Shop Drawing Number.

2. Date of Drawing and Revisions.

3. Certification that drawing has been checked by Contractor and is in compliance with the Contract Documents.

4. Details of Fabrication, Assembly and Erection.

5. Materials Used.

6. Required Dimensions.

7. Details of connections of related work.

8. Designation of the other subcontractor, trade or Contractor who provides related work shown on drawings. If not shown, this information should be provided by the Contractor before the first submittal is transmitted to the Architect / Engineer.

9. Information relating to the capacities, controls and other specification data for items or equipment.

10. Schedule, where pertinent, information on finishes or protective coating, including color samples as required.

G. Distribution Procedure:

1. In general, all shop drawings and submittals shall be received by the Architect / Engineer under a covering transmittal memorandum from the Contractor.

2. Unless otherwise indicated, initial and subsequent submissions, except final submissions shall consist of one (1) reproducible transparency and two (2) prints. The two (2) prints will be retained by the Architect /Engineer and the reproducible transparency will be returned to the Contractor.

3. Submission of catalogs, brochures and other data, where reproducible transparencies are not feasible, shall consist of a minimum of four (4) copies, two (2) of which shall be retained and two (2) returned to the Contractor. Final submittal shall include extra copies as maybe be required by the Contractor.

4. The Contractor shall make all necessary corrections to conform to the corrections and changes requested by the Architect / Engineer.

5. When shop drawings are "approved "and so stamped, the Contractor shall then submit an additional three (3) copies to the Architect/ Engineer which will be retained.

6. The Contractor shall make a minimum distribution of "approved" copies as follows:

7. One or more copies to the fabricator and /or manufacturers representative.

8. One copy in the contractor's office.

9. One copy to file and keep in good condition at the site.

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

A. The Contractor shall furnish the complete list of proposed desired substitutions at the time of bidding, in the space provided on the Proposal Form, together with such engineering and catalog data as the Architect / Engineer may require.

B. The Contractor shall abide by the Architect / Engineer's judgment when proposed substitute materials or items of equipment are judged to be unacceptable and shall furnish the specified material or item of equipment in such case. All proposals for substitutions shall be submitted in writing by the Contractor and not by sub-contractors, individual trades or material suppliers. The Architect / Engineer will approve or disapprove proposed substitutions in writing. No substitute materials or equipment shall be used unless approved in writing.

2.14 EQUIPMENT APPROVAL DATA - The Contractor shall furnish one copy of complete catalog data for every manufactured item of equipment and all components to be used in the work, including specific performance data, material description, rating, capacity, working pressure, material gage or thickness, brand name, catalog number and general type.

A. This submission shall be compiled by the Contractor and approved by the Architect / Engineer before any of the equipment is ordered.

B. Each data sheet or catalog in the submission shall be indexed according to specification section and paragraph for easy reference.

C. After written approval, this submission shall become a part of the Contract, and may not be deviated from except upon written approval of the Architect / Engineer and Owner.

D. Catalog data for equipment approved by the Architect / Engineer does not in any case supersede the Architect / Engineer's Contract Documents. The approval of the Architect / Engineer shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Architect / Engineer's attention to such deviations at the time of submission, nor shall it relieve him from responsibility for errors of any sort in the items submitted. The Contractor shall check the work described by the catalog data with the Architect / Engineer's Contract Documents for deviations and errors.

E. It shall be the responsibility of the Contractor to insure that items to be furnished fit the space available. He shall make necessary field measurements to ascertain space requirements, including those for connections, and shall order such sizes and shapes of equipment that the final installation shall suit the true intent and meaning of the Drawings and Specifications.

F. Where equipment requiring different arrangement of connections from those shown is approved, it shall be the responsibility of the Contractor to install the equipment to operate properly, and in harmony with the intent of the Drawings and Specifications, and to make all changes in the work required by the different arrangement of connections without extra cost to the Owner.

2.15 SURVEYS - Unless otherwise specified, the Owner shall establish all base lines for the location of the principal component parts of the work together with a suitable number of bench marks adjacent to the work. Based upon the information provided by the Owner, the Contractor shall develop and make all detail surveys necessary for construction, including slope stakes, batterboards, stakes for pile locations and other working points, lines and elevations. The Contractor shall have the responsibility to carefully preserve bench marks, reference points and stakes, and, in the case of destruction thereof by the Contractor or resulting from his negligence, the Contractor shall be charged with the expense and damage resulting there from and shall be responsible for any mistakes that may be caused by the unnecessary loss or disturbance of such bench marks, reference points and stakes.

2.16 RECORD DOCUMENT SUBMITTALS

A. Record Drawings: Prior to acceptance by the Owner of all work covered by the Contracts, each Contractor shall furnish to the Architect/Engineer one (1) set of current Mylar reproducible prints which shall clearly note in a neat and workmanlike manner, all instances where the actual field construction differs from work as indicated on the Contract Drawings, including Architect/Engineer field orders, change orders and construction change directives, as well as any other changes.

B. Maintenance Manuals: Organize operating and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual heavy-duty 20-inch, 3-ring vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions
2. Spare parts list
3. Copies of warranties
4. Wiring diagrams
5. Recommended "turn around" cycles
6. Inspection procedures
7. Shop Drawings and Product Data

C. Provide three (3) copies of Operating and Maintenance Manuals.

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

3.01 ARCHITECT / ENGINEER 'S RESPONSIBILITY AND AUTHORITY - All work shall be done under the general administration of the Architect / Engineer. The Architect / Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, rate or progress of work, interpretation of Drawings and Specifications and all questions, other than legal questions, as to the acceptable fulfillment of the Contract on the part of the Contractor.

3.02 ARCHITECT / ENGINEER'S DECISIONS - All decisions of the Architect / Engineer concerning the intent of the drawings and specifications shall be final. No changes may be made in the drawings or specifications involving more or less quantities of materials, changes in the quality of materials or workmanship, or changes in design or in the amount of labor or machine time involved, regardless of whether or not a change in contract price is sought, until a request in writing has been submitted to the Owner for his approval and such approval has been granted.

3.03 SUSPENSION OF WORK - The Owner's representative and/or the Architect / Engineer shall have the authority to suspend the work, wholly or in part, for such periods as he may deem necessary due to unsuitable weather or such other conditions as are considered unfavorable for prosecution of the work, or failure on the part of the Contractor to carry out the provisions of the Contract or to supply materials meeting the requirements of the Specifications. The Contractor shall not suspend operation without the Owner's representative and/or the Architect / Engineer's permission.

3.04 INSPECTION OF WORK - All materials and each part or detail of the work shall be subject at all times to inspection by the Owner's representative and/or the Architect / Engineer, and the Contractor will be held strictly to the true intent of the Specifications in regard to quality of materials, workmanship, and the diligent execution of the Contract. Such inspection may include mill, plant, or shop inspection, and any material furnished under these Specifications is subject to such inspection. The Owner's representative and/or the Architect / Engineer shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

3.05 EXAMINATION OF COMPLETE WORK - If the Architect / Engineer requests it, the Contractor at any time before acceptance of the work shall remove or uncover such portions of the finished work as maybe directed. After examination, the Contractor shall restore said portions of the work to the standard required by the Specifications. Should the work thus exposed or examined prove acceptable, the uncovering or removing, and the replacing of the covering or making good of the parts removed shall be paid for as Extra Work, but should the work so exposed or examined prove unacceptable, the uncovering, removing and replacing shall be at the Contractor's expense.

3.06 CONTRACTOR'S SUPERINTENDENCE - The Contractor shall designate a qualified superintendent, acceptable to the Owner's representative and the Architect / Engineer, who shall be maintained on the project and give efficient supervision to the work until its completion. The superintendent shall have full authority to act in behalf of the Contractor, and all directions given to the superintendent shall be considered given to the Contractor. In general, the Architect / Engineer's instructions shall be confirmed in writing and always upon written request from the Contractor. The Contractor's superintendent or other authorized managerial level representative shall be required to attend all scheduled job meetings.

3.07 LANDS BY OWNER - The Owner shall provide the lands shown on the Drawings upon which the work under the Contract is to be performed and to be used for rights-of-way for access. Any unreasonable delay in furnishing these lands by the Owner shall be deemed proper cause for adjustment in the Contract Amount and/or in the time of completion.

3.08 LANDS BY CONTRACTOR - Any additional land and access thereto, not shown on the Drawings, that may be required for temporary construction facilities or for storage of materials shall be provided by the Contractor with no liability to the Owner. The Contractor shall confine his apparatus and storage of materials and operation of his workmen to those areas described in the Drawings and Specifications and such additional areas which he may provide as approved by the Owner's representative and the Architect / Engineer.

3.09 PRIVATE PROPERTY - The Contractor shall not enter upon private property for any purpose without obtaining permission, and he shall be responsible for the preservation of all public property, trees, monuments, etc. along and adjacent to the street and/or right-of-way, and shall use every precaution necessary to prevent damage or injury thereto. He shall use suitable precautions to prevent damage to pipes, conduits, and other underground structures, and shall protect carefully from disturbance or damage all monuments and property marks until an authorized agent has witnessed or otherwise referenced their location and shall not remove them until directed.

3.10 ASSIGNMENT OF CONTRACT - The Contractor shall be bound by Section 109 of the General Municipal Law relating to the assignment of Public Contracts. The following extracts are directed to the attention of bidders:

A. "Prohibiting any contractor, to whom any contract shall be let, granted or awarded, as required by law, from assigning, transferring, conveying, subletting or otherwise disposing of the same, or of his right, title or interest therein, or his power to execute such contract, to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract."

B. "If any contractor, to whom any contract is let, granted or awarded, as required by law, by any officer, board or agency of a political subdivision, or of any district therein, shall without the previous written consent specified in subdivision one of this section, assign, transfer, convey, sublet or otherwise dispose of such contract, or his right, title or interest therein, or his power to execute such contract, to any other person or corporation, the officer, board or agency which let, made, granted or awarded such contract shall revoke and annul such contract, and the political subdivision or district therein, as the case maybe, and such officer, board or agency shall be relieved and discharged from any and all liability and obligations growing out of such contract to such contractor, and to the person or corporation to which such contract shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and such contractor, and his assignees, transferees or sub lessees shall forfeit and lose all moneys, theretofore earned under such contract, except so much as may be required to pay his employees. The provisions of this section shall not hinder, prevent or affect any assignment by any such contractor for the benefit of his creditors made pursuant to the laws of this state."

3.11 REMOVAL OF CONSTRUCTION EQUIPMENT, TOOLS AND SUPPLIES - At the termination of this Contract, before acceptance of the work by the Architect / Engineer , the Contractor shall remove all of his equipment, tools and supplies from the property of the Owner. Should the Contractor fail to remove such equipment, tools and supplies, the Owner shall have the right to remove them.

3.12 SUSPENSION OF WORK BY OWNER - The work or any portion thereof may be suspended at any time by the Owner provided that he give the Contractor five (5) days' written notice of suspension, which shall set forth the date on which work is to be resumed.

3.13 OWNER'S RIGHT TO CORRECT DEFICIENCIES - Upon failure of the Contractor to perform the work in accordance with the Contract Documents, including any requirements with respect to the Schedule of Completion, and after five (5) day's written notice to the Contractor and receipt of written approval from the Architect / Engineer, the Owner may, without prejudice to any other remedy he may have, correct such deficiencies.

3.14 OWNER'S RIGHT TO TERMINATE CONTRACT AND COMPLETE THE WORK - The Owner shall have the right to terminate the employment of the Contractor after giving ten (10) days' written notice of termination to the Contractor in the event of any default by the Contractor and upon receiving written notice from the Architect / Engineer certifying cause for such action. In the event of such termination, the Owner may take possession of the work and of all materials, tools and equipment thereon and may finish the work by whatever method and means he may select. It shall be considered a default by the Contractor whenever he shall:

A. Declare bankruptcy, become insolvent, or assign his assets for the benefit of his creditors.

B. Disregard or violate important provisions of the Contract Documents or Architect / Engineer's Instructions, or fail to prosecute the work according to the agreed progress schedule, including extensions thereof.

C. Fail to provide a qualified superintendent, competent workmen or sub-contractors, or proper materials, or fail to make prompt payment therefore.

3.15 CONTRACTOR'S RIGHT TO SUSPEND WORK OR TERMINATE CONTRACT - The Contractor may suspend work or terminate Contract upon ten (10) days' written notice to the Owner and the Architect / Engineer, if an order of any court, or other public authority causes the work to be stopped or suspended for a period of ninety (90) days through no act or fault of the Contractor or his employees.

3.16 RIGHTS OF VARIOUS INTERESTS - Wherever work being done by the Owner's forces or by other contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the Architect / Engineer to secure the completion of the various portions of the work in general harmony.

3.17 SEPARATE CONTRACTS - The Owner may let other contracts in connection with the work of the Contractor. The Contractor shall cooperate with other Contractors with regard to storage of materials and execution of their work. It shall be the Contractor's responsibility to inspect all work by other Contractors affecting his work and to report to the Architect / Engineer any irregularities which will not permit him to complete his work in a satisfactory manner. His failure to notify the Architect / Engineer of such irregularities shall indicate the work of other Contractors has been satisfactorily completed to receive his work. The Contractor shall not be responsible for defects of which he could not have known, which develop in the work of others after the work is completed. It shall be the responsibility of the Contractor to measure the completed work in place and report to the Architect / Engineer immediately any difference between completed work by others and the Drawings.

3.18 SUBCONTRACTS - Within 48 hours (not counting Saturdays, Sundays or holidays) after the time of bidding, the Contractor shall submit in writing to the Owner for approval by the Architect / Engineer the names of the sub-contractors proposed for the work. After such approval, sub-contractors may not be changed except at the request of, or with the approval of the Architect / Engineer. The Contractor is responsible to the Owner for the acts and omissions of his sub-contractors, and of their direct and indirect employees, to the same extent as he is responsible for the acts and omissions of his employees. The Contract Documents shall not be construed as creating any contractual relation between any sub-contractor and the Owner. The Contractor shall bind every sub-contractor by the terms of the Contract Documents.

A. For convenience of reference and to facilitate the letting of Contracts and sub-contracts, the Specifications are separated into titled sections. Such separations shall not, however, operate to make the Architect / Engineer an arbiter to establish limits to the contracts between Contractor and sub-contractors.

3.19 WORK DURING AN EMERGENCY - The Contractor shall perform any work and shall furnish and install any materials and equipment necessary during an emergency endangering life or property. In all cases he shall notify the Architect / Engineer of the emergency as soon as practicable, but he shall not wait for instructions before proceeding to properly protect both life and property.

3.20 ORAL AGREEMENTS - No oral order, objection, claim or notice by any party to the others shall affect or modify any of the terms or obligations contained in any of the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than a definitely agreed waiver or modification thereof in writing, and no evidence shall be introduced in any proceeding of any other waiver or modification.

## SECTION 4 - MATERIALS AND WORKMANSHIP

4.01 MATERIALS FURNISHED BY THE CONTRACTOR - All materials sold to the Owner and/or used in the work shall meet the requirements of the respective Specifications, and no material shall be used until it has been approved by the Architect / Engineer. All materials not otherwise specifically indicated shall be furnished by the Contractor.

4.02 MATERIALS FURNISHED BY THE OWNER - Materials specifically indicated shall be furnished by the Owner. The fact that the Owner is to furnish material is conclusive evidence of its acceptability for the purpose intended, and the Contractor may continue to use it until otherwise directed. If the Contractor discovers any defect in material furnished by the Owner, he shall notify the Architect / Engineer. Unless otherwise noted or specifically stated, materials furnished by the Owner, which are not of local occurrence, are considered to be f.o.b. the nearest railroad station. The Contractor shall be prepared to unload and properly protect all such material from damage or loss. The Contractor shall be responsible for material loss or damage after receipt of material at the point of delivery.

4.03 STORAGE OF MATERIALS - Materials shall be so stored as to insure the preservation of their quality and fitness for the work. When considered necessary, they shall be placed on wooden platforms or other hard, clean surfaces, and not on the ground, and/or they shall be placed under cover. Stored materials shall be located so as to facilitate prompt inspection. Request for payment of offsite storage shall be in accordance with Section 7.02.c.

4.04 CHARACTER OF WORKMEN - The Contractor shall at all times be responsible for the conduct and discipline of his employees and/or any sub-contractor or persons employed by sub-contractors. All workmen must have sufficient knowledge, skill, and experience to perform properly the work assigned to them. Any foreman or workman employed by the Contractor or sub-contractor who, in the opinion of the Architect / Engineer, does not perform his work in a skillful manner, or appears to be incompetent or to act in a disorderly or intemperate manner shall, at the written request of the Architect / Engineer, be discharged immediately and shall not be employed again in any portion of the work without the approval of the Architect / Engineer.

4.05 REJECTED WORK AND MATERIALS - All materials which do not conform to the requirements of the Contract Documents, are not equal to samples approved by the Architect / Engineer, or are in any way unsatisfactory or unsuited to the purposes for which they are intended, shall be rejected. Any defective work whether the result of poor workmanship, use of defective materials, damaged through carelessness or any other cause shall be removed within ten (10) days after written notice is given by the Architect / Engineer, and the work shall be re-executed by the Contractor. The fact that the Architect / Engineer may have previously overlooked such defective work shall not constitute an acceptance of any part of it.

A. Should the Contractor fail to remove rejected work or materials within ten (10) days after written notice to do so, the Owner may remove them and may store the materials.

B. Correction of Faulty Work after Final Payment shall be in accordance with Paragraph 7.18.

4.06 MANUFACTURER'S DIRECTIONS - Manufactured articles, material and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned as directed by the manufacturer unless herein specified to the contrary.

4.07 CUTTING AND PATCHING - The Contractor shall do all necessary cutting and patching of the work that may be required to properly receive the work of the various trades or as required by the Drawings and Specifications to complete the structure. He shall restore all such cut or patched work as directed by the Architect / Engineer. Cutting of existing structure that shall endanger the work, adjacent property, workmen or the public, shall not be done unless approved by the Architect / Engineer and under his direction.

4.08 CLEANING UP - The Contractor shall remove from the Owner's property, and from all public and private property, all temporary structures, rubbish and waste materials resulting from his operation or caused by his employees, and shall remove all surplus materials leaving the site smooth, clean and true to line and grade.

4.09 GUARANTY PERIOD - The Contractor shall warrant all materials and equipment furnished and all work performed by him for a period of two (2) years, or for such longer period as may be specified in the Detailed Specifications, from the date of written acceptance of the work or "Notice of Substantial Completion". (Note: The warranty period, in regard to any facilities or portions thereof which are essentially completed and have been accepted for use and occupancy by the Owner shall commence with the date of the "Notice of Substantial Completion".)

A. Correction of Faulty Work after Final Payment shall be as provided in Paragraph 7.18, except that where a period longer than one year is specified in the Detailed Specifications, such longer period shall apply.

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

## SECTION 5 - INSURANCE, BONDS, SAFETY, ETC.

5.01 INSURANCES REQUIRED - Insurance shall be procured by the successful bidder before commencing work, no later than fourteen (14) days after notice of an award and maintained without interruption for the duration of the contract, in the kinds and amounts specified below.

| | Each Occurrence | Aggregate |
|---|---|---|
| A. General Liability, including Premises and Operations<br>▪ Products and Completed Operations<br>▪ Independent Contractors<br>▪ Contractual<br>▪ Broad Form Property Damage<br>▪ X,C,U | $1,000,000 | $1,000,000 |
| B. Automobile Liability, including<br>▪ Owner<br>▪ Hired<br>▪ Non-Owned | $1,000,000 CSL | $1,000,000 |
| C. Excess Umbrella Liability | | $3,000,000 |
| ▪ Comprehensive General, Automobile Liability and Excess "Umbrella" Liability shall name the County of Erie as additional insured's. | | |
| D. Worker's Compensation | Statutory | |
| E. New York Disability | Statutory | |

F. Builders' Risk-All Risk. The policy is required. The Prime Contractors shall procure and maintain Insurance against loss by fire, extended coverages, vandalism and malicious mischief upon all work in place and all materials and equipment stored on and off the building site. This insurance shall be in an amount equal to the full insurable value at all times and shall be for the benefit of the Owner and each Prime Contractor, as their interest might appear. The Policy must carry the County of Erie as the named insured.

5.02 CERTIFICATES OF INSURANCE

A. Shall be made to the "County of Erie, c/o Department of Law, 95 Franklin Street, Room 1634, Buffalo, New York, 14202."

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

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

D. All policies in which the County of Erie is named as an additional insured shall provide that:

E. "The insurance company or companies issuing the policies shall have no recourse against the County of Erie for payment of any premiums or for assessments under any form of policy."

F. "The insurance shall apply separately to each insured (except with respect to the limit of liability)."

5.03 ALL CERTIFICATES SHALL BE ENDORSED VERBATIM:

A. "Acknowledgement: Insurance companies providing these coverage's acknowledge that the named insured is entering into a contract with the County of Erie, in which the named insured agrees to defend, hold harmless and indemnify the County, its officials, employees and volunteers against all claims resulting from work performed, material handled and services rendered. The contractual liability coverage evidenced above covers the liability assumed under the County-Contractor Agreement."

B. "Prior to non-renewal or cancellation of these policies, at least forty-five (45) days advance written notice shall be given to the Director of Insurance and the County Department requesting this certificate, before such change shall be effective."

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

The Performance Bond shall be submitted by the successor bidder no later than 14 days after notice of an award.

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

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

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

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

5.08 PROTECTION OF PROJECT AND PUBLIC - The Contractor shall provide adequate signs, barricades, flashing and/or red lights and take all necessary precautions for the safety of the public and the protection of the work against loss or damage. All barricades and obstructions shall be protected at night by signal lights which shall be kept burning or flashing from sunset to sunrise. Barricades shall be of substantial construction and shall be so painted or coated as to increase their visibility at night. Suitable warning signs shall be so placed and illuminated at night as to show in advance where construction, barricades or detours exist. The Contractor shall inform himself as to conditions likely to be applicable to the site and shall, in any case, provide such watchmen, guards, watchdogs or other services as appear necessary to protect the work and workmen from damage or injury from vandalism, malicious mischief or other hazard.

5.09 TRAFFIC SAFETY AND CONVENIENCE - The Contractor shall at all times so conduct his work as to insure the least possible obstruction to traffic and to minimize inconvenience to the general public and the residents in the vicinity of the work, and to insure the protection of persons and property in a manner satisfactory to the Architect/Engineer. No road or street shall be closed to the public except with the permission of the Architect/Engineer and proper governmental authority. Fire hydrants on or adjacent to the work shall be kept accessible to fire fighting equipment at all times. Temporary provisions shall be made by the Contractor to insure the use of sidewalks and the proper functioning of all gutters, sewer inlets, drainage ditches and irrigation ditches, which shall not be obstructed except as approved by the Architect/Engineer under conditions assuring satisfactory detour and/or by-pass facilities.

5.10 CROSSING UTILITIES - When new construction crosses highways, railroads, streets or utilities under the jurisdiction of State, County, City or other public agency, public utility or private entity, the Contractor shall secure written permission from the proper authority before executing such new construction. A copy of this written permission must be filed with the Owner before any work is done. The Contractor will be required to furnish a release from the proper authority before final acceptance of the work.

5.11 SANITARY PROVISIONS - The Contractor shall provide and maintain such sanitary accommodations for the use of his employees and those of his subcontractors as may be necessary to comply with the requirements and regulations of the local and State departments of health and as directed by the Architect/Engineer.

## SECTION 6 - PROGRESS AND COMPLETION OF WORK

6.01 NOTICE TO PROCEED - Following authorization of the Contract by the Owner, written Notice to Proceed with the work shall be given to the Contractor. The Contractor shall begin and shall prosecute the work regularly and uninterruptedly thereafter (unless otherwise directed in writing by the Owner) with such labor force as to secure the completion of the work within the time stated in the Proposal.

6.02 LAYING OUT WORK

A. The Contractor shall, immediately upon entering the project site for the purpose of beginning work, locate all general reference points and take such action as is necessary to prevent their destruction. He shall lay out his own work and be responsible for all lines, elevations and measurements of structures, grading, paving, utilities and other work executed by him under the Contract. He must exercise proper precaution to verify figures shown on drawings before laying out work and will be held responsible for any error resulting from his failure to exercise such precaution.

B. The Contractor shall be responsible for correlation of all work.

6.03 METHODS OF MATERIALS

A. If alternate methods or materials from those specified are accepted and approved by the Owner, the Contractor shall be responsible for the equivalent operation and performance, and the proper installation in the space designated of the substituted material or system.

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

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

6.05 PROGRESS SCHEDULE

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

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

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

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

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

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

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

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

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

## SECTION 7 - MEASUREMENT AND PAYMENT

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

7.02 REQUESTS FOR PAYMENT

A. The Contractor may submit periodically, but not more than once a month, a Request for Payment for work done. The Contractor shall furnish the Architect / Engineer all reasonable facilities required for obtaining the necessary information relative to the progress and execution of the work. Each Request for Payment shall be computed on all items listed in the Detailed Breakdown of Contract Amount, less 5% to be retained until substantial completion and acceptance of the work and less previous payments.

B. Upon the issuance of a letter of substantial completion by the Owner, the Contractor shall prepare a detailed listing of all items of work or corrections yet to be performed on the project with monetary value assigned to each. He shall forward said list to the Architect/Engineer and the Owner, who may modify such list at their discretion. The Owner reserves the sole right to reduce the retention previously withheld to any amount equal to two times the value of the outstanding work items and corrections yet to be performed with monetary values assigned to each as determined by the Owner, and an amount necessary to satisfy any claims, liens, or judgments against the Contractor which have not been suitably discharged. As the remaining items of work are satisfactorily completed or corrected, the Owner shall promptly pay, upon receipt of a requisition, for these items less amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged. Where unit prices are specified, the Request for Payment shall be based on the quantities expended.

C. For purposes of monitoring the payment progress, the Contractor shall submit a detailed breakdown on a proper County form indicating items of work and separately listing labor and material cost for each item.

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

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

A. Approve the Request for Payment as submitted; or

B. Approve such other amount as he shall decide is due the Contractor, informing the Contractor in writing for his reasons for approving the amended amount; or

C. Withhold the Request for Payment, informing the Contractor in writing of his reasons for withholding it.

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

A. Pay the Request for Payment as approved, or

B. Pay such other amount in accordance with Paragraph 7.05 as he shall decide is due the Contractor, informing the Contractor and the Architect / Engineer in writing of his reasons for paying the amended amount; or

C. Withhold payment in accordance with paragraph 7.05, informing the Contractor and the Architect / Engineer of his reasons for withholding payment.

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

A. Defective work.

B. Evidence indicating the probable filing of claims by other parties against the Contractor.

C. Failure of the Contractor to make payments to sub-contractors, material suppliers and suppliers of labor.

D. Damage to another contractor.

7.06 RESPONSIBILITY OF THE CONTRACTOR - Unless specifically noted otherwise, the Contractor shall furnish and pay for all materials and services and perform all the work described by the Contract Documents, or shall have all materials and services furnished and all the work, performed at his expense. It shall also be the Contractor's responsibility to pay for:

A. Replacement of survey benchmarks, reference points and stakes provided by the Owner under Paragraph 2.15.

B. Lands by Contractor provided in accordance with Paragraph 3.08.

C. Insurance obtained in accordance with Paragraph 5.01.

D. Fire Insurance obtained in accordance with Paragraph 5.01.

E. Performance Labor and Material Payment Bond obtained in accordance with Paragraph 5.04.

F. Royalties required under Paragraph 5.05.

G. Permits and Licenses required of the Contractor and all subcontractors.

H. All applicable taxes and fees, including sales and compensating use taxes except sales and compensating use taxes of the State of New York and of cities and counties of the State, on all materials sold to the Owner under this Contract.

7.07 PAYMENT FOR UNCORRECTED WORK - Should the Architect / Engineer direct the Contractor not to correct work that has been damaged or that was not performed in accordance with the Contract Documents, an equitable deduction from the Contract Amount shall be made to compensate the Owner for the uncorrected work.

7.08 PAYMENT FOR REJECTED WORK AND MATERIALS - The removal of work and materials rejected under Paragraph 4.05 and the re-execution of acceptable work by the Contractor shall be at the expense of the Contractor, and he shall pay the cost of the replacement of work of other contractors destroyed or damaged by the removal of the rejected work or materials and the subsequent replacement of acceptable work.

A. Removal of rejected work or materials and storage of materials by the Owner in accordance with Paragraph 4.05 shall be paid by the Contractor within thirty (30) days after written notice to pay is given by the Owner. If the Contractor does not pay the expenses of such removal and after ten (10) days' written notice being given by the Owner of his intent to sell the materials, the Owner may sell the materials at auction or at private sale and shall pay to the Contractor the net proceeds there from after deducting all the costs and expenses that should have been borne by the Contractor.

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

7.10 PAYMENT FOR WORK SUSPENDED BY THE OWNER - If the work or any part thereof shall be suspended by the Owner, the Contractor will then be entitled to payment for the cost of all work done on the portions so abandoned, but such payment shall not exceed the value of such portion of the work as established under Paragraph 7.01.

7.11 PAYMENT FOR WORK BY THE OWNER - The cost of the work performed by the Owner in removing construction equipment, tools and supplies in accordance with Paragraph 3.11 and in correcting deficiencies in accordance with Paragraph 3.13 shall be paid by the Contractor.

7.12 PAYMENT FOR WORK BY THE OWNER FOLLOWING HIS TERMINATION OF THE CONTRACT - Upon termination of the Contract by the Owner in accordance with Paragraph 3.14, no further payments shall be due the Contractor until the work is completed. If the unpaid balance of the Contract Amount shall exceed the cost of completing the work, including all overhead cost, the excess shall be paid to the Contractor. If the cost of completing the work shall exceed the unpaid balance, the Contractor shall pay be difference to the Owner. The cost incurred by the Owner, as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Owner, and approved by the Architect / Engineer.

7.13 PAYMENT FOR WORK TERMINATED- Upon suspension of the work or termination of the Contract by the Owner, the Contractor shall recover payment from the Owner for the work performed as negotiated with the owner.

7.14 PAYMENT FOR SAMPLES AND TESTING OF MATERIALS - Samples furnished in accordance with Paragraph 2.11 shall be furnished by the Contractor at his expense.

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

7.15 RELEASE OF LIENS - The Contractor shall deliver to the Owner a complete release of all liens arising out of this Contract before the retained percentage or before the final Request for Payment is paid.

7.16 ACCEPTANCE AND FINAL PAYMENT - When the Contractor shall have completed the work in accordance with the terms of the Contract Documents, the Architect / Engineer shall certify his acceptance to the Owner and his approval of the Contractor's final Request for Payment, which shall be the Contract Amount plus all approved additions less all approved deductions and less previous payments made. The Contractor shall furnish evidence that he has fully paid all debts for labor, materials, and equipment incurred in connection with the work, following which the Owner shall accept the work and release the Contractor except as to the conditions of the Performance Bond, any legal rights of the Owner, required guarantees, and Correction of Faulty Work after Final Payment, and shall authorize payment of the Contractor's final Request for Payment. The Contractor must allow sufficient time between the time of completion of the work and approval of the final Request for Payment for the Architect / Engineer to assemble and check the necessary data.

7.17 TERMINATION OF CONTRACTOR'S RESPONSIBILITY - The Contract will be considered complete when all work has been finished, the final inspection made by the Architect / Engineer, and the project accepted in writing by the Owner. The Contractor's responsibility shall then cease, except as set forth in his Performance Bond, as required by the Guaranty Period in accordance with Paragraph 4.09, and as provided in Paragraph 7.18.

7.18 CORRECTION OF FAULTY WORK AFTER FINAL PAYMENT - The approval of the final Request for Payment by the Architect / Engineer and the making of the final payment by the Owner to the Contractor shall not relieve the Contractor of responsibility for faulty materials or workmanship. The Owner shall promptly give notice of faulty materials or workmanship and the Contractor shall promptly replace any such defects discovered within one year from the date of written acceptance of the work, or within such longer period as may be incorporated in the Detailed Specification Requirements. The Architect / Engineer shall decide all questions arising under this paragraph.

## SECTION 8 - WAGES AND LABOR CONDITIONS

8.01 WORKING HOURS - No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week, except in the emergencies set forth in the Labor Law.

8.02 WAGE RATES AND SUPPLEMENTS - Each laborer, workman or mechanic, employed by the Contractor, subcontractor or other person about or upon such public work, shall be paid not less than the prevailing rates of wages and shall be provided supplements not less than the prevailing supplements, as determined by the Industrial Commissioner of the State of New York (see "Information for Bidders").

8.03 DISCRIMINATION

A. In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no Contractor, subcontractor nor any person acting on behalf of such Contractor or subcontractor, shall by reason of race, creed, color or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color or national origin;

C. There may be deducted from the amount payable to the Contractor by the County of Erie under this contract a penalty of five dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;

D. This contract may be cancelled or terminated by the County of Erie and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and

E. The aforesaid provisions of this section covering every contract for or on behalf of the County of Erie for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

F. General Regulation No. 1 as issued by the State Commission Against Discrimination states: "It is hereby agreed by and between the parties hereto that every contractor and subcontractor engaged in the public work described in this contract shall post and maintain at each of his establishments and at all places at which the public work described hereunder is being conducted, the Notice of the State Commission Against Discrimination indicating the substantive provision of the Law Against Discrimination, where complaints may be filed, and other pertinent information. Such Notice shall be posted in easily accessible and well lighted places customarily frequented by employees and applicants for employment."

G. Provision of the State Law Against Discrimination also prohibits discrimination in employment because of age.

## 8.04 EQUAL EMPLOYMENT OPPORTUNITY

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

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

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

A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, national origin, sex, age, religion, marital status, or disability. The Contractor will take affirmative action to ensure the applicants are employed and employees are treated during employment, without regard to their race, color, national origin, sex, age, religion, marital status, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

B. The Contractor agrees to appoint an Equal Employment Opportunity (EEO) officer whose function will be to assure that said Contractor participates fully and effectively in the County of Erie Affirmative Action Program in compliance with the requirements of the County of Erie Contract.

C. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the EEO officer setting forth the provisions of this non-discrimination clause.

D. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, national origin, sex, age, religion, marital status, or disability.

E. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the organization EEO officer, advising the labor union or workers' representative of the Contractor's commitment under Executive Order No. 11246 on September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

F. The Contractor will file, by the fifteenth day of each month with the EEO office and the Contracting Agency, a monthly manpower utilization report of his work force on the Erie County project for the preceding month, broken down by racial groups, craft status, and job classification and including (a) the number of minority workers he has secured and (b) the type of On-the-Job Training he has provided on the Erie County project, the classification of said minority participants (apprentices, journeymen, and trainees), the specific crafts in which they have received training, and the number of hours they have worked.

G. The Monthly Manpower Utilization Report shall be attached to every Request for Payment Application. Payment Requests will not be reviewed unless the manpower utilization report is attached.

H. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and all relevant rules, regulations, and orders of an Erie County Contract and the Erie County Affirmative Action Program.

I. In the event of the Contractor's non-compliance with the nondiscrimination clauses of an Erie County Contract or with any such rules, regulations, or orders that contract may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Erie County contracts in accordance with the procedures authorized in Executive Order No. 11246 or as otherwise provided by law.

J. The Contractor will include the provisions of paragraphs a. through i. in every subcontract or purchase order unless specifically exempted by the rules, regulations, or orders, of an Erie County contractual agreement, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation with any subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the County of Erie to enter into such litigations to protect the interests of the County of Erie.

8.05 MONITORING

A. The EEO Office has the responsibility of administering the Monitoring Program for the County of Erie and its Affirmative Action Program. During the monitoring of an organization, the EEO Office shall receive the full cooperation of the Contracting Agency in dealing with organizations needing remedial actions.

B. The objective of the County of Erie's Monitoring Program is a systematic review, by the EEO Office, of the Contractor's performance in meeting the goals of minority utilization at each level of his work force. There will be two basic results from the County of Erie's monitoring process:

C. Acceptable achievement or progress, according to the program for construction contracts on County of Erie projects, toward the County of Erie's goal of 10.6 - 13.2 minority manpower utilization, and in addition, the County of Erie's goal for the utilization of women in the area of construction shall be in accordance with the U.S. Department of Labor's goals and timetable, with the contract remaining intact.

1. U.S. Department of Labor - Office of Federal Contract Compliance
GOALS FOR WOMEN IN THE AREA OF CONSTRUCTION;
Goals and Timetables

- From Month, Day, Year until Month, Day, Year.....3.1%
- From Month, Day, Year until Month, Day, Year .....5.1%
- From Month, Day, Year .....6.9%

2. Insufficient progress toward goals according to the program; if an organization is found to be unwilling to correct deficiencies after a recommended non-compliance investigation, the County of Erie may:

a. Summon the Contractor to a hearing

b. Withhold progress payments in part or in full

c. Cancel the Contract

d. Bar the award of future contracts until the Contractor can demonstrate that he will comply

D. The County of Erie's Monitoring Program will consist of both Off-Site and On-site monitoring.

E. Off-Site monitoring program shall consist of Monthly Employment Utilization reports, standard form 257. Due to the regular turnover of the work force of a construction Contractor and because of Federal Compliance reporting requirements, all Contractors and subcontractors must submit these monthly reports to the Erie County EEO Office and the Contracting Agency. These reports will state an employee's EEO identification trade, classification, hours worked, and the percentage of completion for each County of Erie project for each reporting month.

F. On-Site monitoring, for the purpose of verifying these monthly reports, will be dependent on but not limited to:

1. The compliance status of each Contractor for each County of Erie construction project.

2. Length of the contract, subcontract, or grant and its percentage of completion.

3. Size of the labor force of the organization.

4. Degree of employment opportunity the County of Erie contract, subcontract, or grant will offer to minority workers.

5. Past record of affirmative action achievement of the organization.

6. Past record of affirmative action compliance performance under the EEO Office.

G. The EEO Office will have an ongoing Master File, dealing with each Contractor or subcontractor for each County of Erie construction project participated in for reference of the past performance of each Contractor.

H. In the event any deficiencies are found during an Off-Site or On-Site analysis, organization officials shall receive a summary of these deficiencies and the audits made for each reporting month. Any violations found will be fully explained and discussed with the Contractor or subcontractor. During discussions with the EEO Office and the Contracting Agency, alternative solutions to particular problems will be explored. At this time, attempts will be made to obtain the Contractor's agreement to take action by specified dates and a duplicate copy of the agreement will be sent to the Contractor or subcontractor.

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

A. Erie County's Minority and Women's Business Utilization Local Law. No. 1, 1987 requires all prime contractors awarded construction contracts let by the County of Erie to exemplify Affirmative Action and subcontract to minority and women's business enterprises MBE/WBE. For the purpose of these regulations, the term "Minority Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by minority group members. Minority group members are citizens of the United States who are Blacks, Hispanics, Asian Americans, American Indians, Eskimos and Aleuts. MBE's must be certified by the Erie County and/or the Erie County City of Buffalo Joint Certification Committee.

1. For the purpose of these regulations the term "Women's Business Enterprise" refers to a business at least fifty-one percent (51%) of which is owned and controlled by women. WBE's must be certified by Erie County and/or the Erie County/City of Buffalo Joint Certification Committee.

2. Be it further understood that in order for a Minority and/or Women's Business to be certified as such by Erie County and/or the Erie County City of Buffalo Joint Certification Committee and the proposed business is incorporated, that the MBE/WBE must own and control 51% of the stock authorized to be issued by the corporation. Such authorization is made in the Certificate of Incorporation.

3. The County of Erie has determined that a goal of ten percent (10%) of the total contract value represents a fair share of minority business utilization and two percent (2%) of the total contract value represents a fair share of women's business utilization on each construction contract awarded.

4. This local law requires that positive efforts be made by recipients of Erie County construction contracts to utilize minority and women owned business sources for supplies, services and professional services, allowing these sources the maximum feasible opportunity to compete for contracts, subcontracts and third-tier contracts to be performed.

5. All prime contractors awarded Erie County contracts estimated to exceed $100,000 are to take positive steps "to afford fair opportunities to MBE's and WBE's". Positive steps shall include but not be limited to:

   a. Utilizing a source list of bona fide minority and women's business enterprises.

   b. Solicitations of bids from MBE's and WBE's particularly of those located in Erie, Niagara, Cattaraugus and Chautauqua Counties.

   c. Giving minority and women firms' sufficient time to submit proposals in response to solicitations.

   d. Maintaining records showing minority and women's business enterprises and specific efforts to identify and award contracts to these companies.

   e. Each contractor bidding on a County of Erie Contract is to contact MBE's and WBE's and solicit bids for various aspects of each project. The contractor is to supply the County MBE/WBE office with information regarding contracts for services and products with minority and women's business enterprises and the dollar amount of each contract on the Minority Business Utilization Report.

6. Where the MBE or WBE is a supplier, a credit of one hundred percent (100%) of the dollar value of the subcontract between the MBE or WBE and the Contractor shall be awarded toward the fulfillment of the appropriate goal.

7. For purposes of this Section, a MBE or a WBE will be considered a supplier when it:

   a. Assumes actual and contractual responsibility to furnish supplies and/or materials and is the manufacturer of those supplies and/or materials; or

   b. Is recognized by the manufacturer involved as a distributor of its supplies and/or materials; and

   c. Owns or leases a warehouse, yard, building or other facility which is necessary and customary to carry out the purported function of the business; and

   d. Distributes, delivers and services the supplies and/or materials with its' own staff.

8. Where an MBE or WBE performs a sales function, which is customarily performed as a distinct and necessary part of the supply process, a credit of twenty-five percent (25%) of the dollar value of the subcontract between the MBE or WBE, the Contractor will be awarded toward the fulfillment of the appropriate goal.

9. Where the MBE or WBE performs a function or service which is commercially unnecessary, such as acting as a passive conduit in the supply process of duplicating a service provided by others in the same chain of supply from manufacturer to purchaser, no credit will be granted toward the appropriate goal.

10. The qualifications set forth in subsections, above of this Action shall be certified by the Erie County Equal Employment Opportunity Office.

11. The low bidder shall submit a properly executed Minority/Women Business Enterprise Utilization Report (Part A - Part D) within twenty-four (24) hours of the opening of bid proposals.

12. In the event of a joint venture participating in this MBE/WBE Program, the Joint Venture Disclosure Affidavit must be submitted with the Minority/Women Business Enterprise Utilization - Prime Contractor Affidavit. Only to the extent that a minority and/or women's business enterprise contributes to and is paid for its participation in a Joint Venture will that dollar amount be credited towards the 10% and/or 2% respectively goal of minority/women's participation in the County of Erie MBE/WBE Program.

13. MBE's and WBE's must be certified before their participation may be credited toward the respective 10% and 2% goal. Where the proposed MBE and/or WBE are not certified by Erie County or the Erie County/City of Buffalo Joint Certification Committee, the appropriate Certification Disclosure Affidavit must be filed with the appropriate Erie County/City of Buffalo Department. Forms and lists of certified MBE's/WBE's may be obtained by calling 858-7542.

14. Should a bidder conclude that they would be unable to satisfy the MBE/WBE goal, the bidder shall submit a properly executed Minority/Women Business Enterprise Utilization – Waiver Request Form with their bid proposal. Waivers shall be granted only where the availability of MBE's and/or WBE's in the market area of the project is less than the respective 10% and 2% goal.

15. Sufficient information must be provided on the Minority and/or Women's Business Enterprise Utilization Waiver Request to ascertain whether a waiver should be approved, conditionally approved or rejected by the Division Of Real Estate & Asset Management or the Department of Environment and Planning on the advise of the MBE/WBE Office.

16. A waiver approval limits the contractor's obligation to solicit MBE's and/or WBE's for a particular project only. It does not relieve the contractor of MBE/WBE utilization for any other County of Erie project on which he submits a bid.

17. Conditional approval of the waiver request makes it necessary for the contractor to continue soliciting MBE's/WBE's for contracting purposes, after he has been declared the low bidder.

18. A MBE/WBE Utilization Waiver Request will be rejected if the contractor:

    a. Fails to provide information on the Minority and/or Women's Business Enterprise Utilization Report at the time of the Bid opening.

    b. Provides fraudulent information on the MBE/WBE reports.

c. Fails to make an honest good faith effort to recruit a contractor with MBE's/WBE's.

or

d. Takes any other action which is contrary to the spirit and intent of the law.

19. The information provided on the MBE/WBE Waiver Request and the MBE/WBE Utilization Report will be considered concurrently to determine if a waiver should be approved, conditionally approved or rejected.

20. The successful low bidder shall submit to the Erie County MBE/WBE Office within 15 business days of the bid opening, a schedule for minority/women's business enterprise participation, listing the minority/women's business enterprise with whom the contractor intends to subcontract, specifying the agreed price to be paid for such work, and identifying in detail the contract item(s) or parts to be performed by each minority/women's business enterprise.

21. A letter of intent to enter into a subcontract or purchase agreement, contingent upon contract award, indicating the agreed upon price and scope of work, shall be provided, signed by both the contractor and the minority/women's business enterprise. The prime contractor shall not substitute or delete the listed minority and/or women's business enterprise without the written consent of Erie County.

22. In the event that the MBE/WBE goal for the contract is not met, the contractor shall provide sufficient documentation to establish that every positive effort was made to identify, solicit and negotiate with MBE's and WBE's in pursuit of the goal. Such documentation includes, but is not limited to advertisement in minority-focus media, written contact with minority contractors' associations and community groups and copies of direct solicitation of individual minority businesses indicating sufficient time to prepare quotations. Where an MBE/WBE is rejected due to price, the contractor shall provide documentation of the successful bidder's price along with evidence showing the work to be performed in the same, and not a reduced portion thereof.

23. The contractor shall provide to the Erie County MBE/WBE Office copies of all subcontracts and/or purchase agreements with minority/women's business enterprise within 15 days of contract award. A Notice to Proceed with construction shall not be issued until acceptable documentation is received.

24. Upon completion of the work, the contractor shall provide a properly executed Minority/Women Business Enterprise Utilization Report – Part A-Part D, certifying the total dollar amounts expended to the MBE's & WBE's subcontracted with. This report and all cancelled checks necessary to verify certification are to be submitted to the Erie County MBE/WBE Office, prior to final payment request.

25. In the event a contractor fails to comply with these provisions, Erie County may:

    a. Summon the contractor to a hearing.

    b. Withhold progress payments in part or in full.

    c. Cancel the contract.

    d. Bar award of future contracts until the contractor can demonstrate that he will comply.

26. It is, hereby, the County of Erie's commitment to assure that on all contracts awarded, prime contractors expend a fair share of the contract with bona fide Minority and Women Owned business enterprises in accordance with the goals set forth in the Minority Business Utilization Local Law, No. 1, 1987.

27. Failure to comply with the provisions of the law shall constitute a break of contract subject to all remedies available to Erie County.

28. The Prime Contractor and all Minority and Women Owned Business subcontractors are bound by all requirements as put forth in the County of Erie Standard General Conditions and all modifications thereto contained in these Contract Specifications.

## SECTION 9 – ACCOUNTABILITY

9.01 The Contractor shall be fully accountable for his performance under this contract and agrees to answer under oath all questions relevant to the performance thereof and to any transaction, act, or omission had, done or omitted in connection therewith if called before any Judicial, County or State Officer or agency empowered to investigate the Contract or its performance.

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

10.01 County of Erie Local Law No. 2-2006

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

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

**BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:**

Section 1. Legislative Intent.

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

A. New York Labor Law Section 816-b specifically authorizes this Local Law.

B. There has been a long and productive history of partnership between labor and management in the training of workers in New York State.

C. New York State Certified Worker Training Programs are valuable educational and training tools for the local workforce by reducing reliance on out-of-area labor for construction projects.

D. New York State Certified Worker Training Programs provide opportunities to residents in this area through training and education for skilled jobs.

E. These skilled jobs allow us to reinvest our taxpayer dollars spent on local construction projects so that local workers and local tax dollars remain within the local community.

F. It would be valuable to encourage labor and business/industry to participate in New York State Certified Worker Training Programs to meet the increased need for trade persons while providing residents the means to earn a better living and fostering the local and regional economies.

G. It is valuable for local government to encourage broad participation in such New York State Certified Worker Training Programs by the residents of Erie County and to foster the equal opportunity of men and women of all races and backgrounds to participate in order to enhance workforce development and diversification, and to prevent exclusionary practices which have historically excluded women and minorities.

H. The New York State Department of Labor sets objective standards and provides oversight for New York State Certified Worker Training Programs. These Programs are important because they require on-the-job training and classroom training, and provide objective industry standards. In effect these programs lead to a standardized, cost effective and skilled local workforce.

I. Nothing in this Local Law should be read to abrogate the duty of Erie County with respect to its MBE/WBE requirements.

Section 2. Short Title.

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

Section 3. Definitions.

A. "New York State Certified Worker Training Program" shall mean: a state registered and regulated apprenticeship program through the New York State Department of Labor that has been approved by the New York State Commissioner of Labor in accordance with Article 23 of the New York Labor Law, that includes the following standards:

   i. An organized, written plan in place that embodies the terms and conditions of employment, and the training and supervision of one or more workers;

   ii. A schedule of wages to be paid to the worker consistent with the skills required and approved by the New York State Department of Labor;

   iii. Equal opportunity and affirmative action plans;

   iv. Workforce development and diversification goals to ensure that the contractor will diligently work toward a minority workforce goal of 30% minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices, and supervisory staff; and

   v. A minimum of ten (10%) percent of the total construction workers, trades people, trainees, journeymen, and apprentices employed at any given time on a particular project by any and all contractors or subcontractors must consist of persons participating in a New York State Certified Worker Training Program.

B. "Commissioner" shall mean the Commissioner of the Erie County Department of Public Works.

C. "Construction contract" shall mean projects with a value in excess of $250,000 where Erie County is a direct or indirect party to the contract which includes more than an incidental amount of construction type activity intended to benefit the public, including all work which is necessary, incidental or connected with the execution of the contract which is performed by construction workers. A public entity need not be party to the construction contract. A construction contract includes: projects that Erie County funds directly, projects that Erie County funds indirectly by providing funds to a separate entity to perform the construction type activity; privately financed construction projects specifically built with the intent of leasing them to any Department of Erie County government; and construction projects built under Erie County's direction and later paid for with Erie County funds.

D. "Construction subcontract" shall mean any subcontract between a contractor who has a construction contract as defined in Section 3, subdivision C above.

E. "Contractor" or "subcontractor" shall mean a contractor or subcontractor that directly employs construction workers, as defined below, under a construction contract or construction subcontract, as defined herein, for which a New York State Certified Worker Training Program is required.

F. "Construction worker" shall mean an individual directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees or those construction workers for which a New York State Certified Worker Training Program does not exist.

Section 4. Requirements.

A. Any contractor, prior to entering into a construction contract as set forth in section 3 (C) above, or any subcontractor entering into a construction subcontract with a contractor who has a construction contract with the County of Erie is required to have in place and provide written proof of same at the

time of bid a New York State Certified Worker Training Program, either internally to the contractor or subcontractor and/or through an organization servicing several contractors or subcontractors, appropriate for the type and scope of work to be performed.

B. Any contractor or subcontractor, as defined herein, shall strive to meet the minimum workforce development and diversification goals set forth in section 3(A) (iv) above. Such contractors and/or subcontractors shall provide the Commissioner or designated compliance officer with the following:

i. A monthly workforce census and such other employment and/or payroll records necessary to verify an attempt to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.

ii. Access to and cooperation with the project compliance officer to review records on-site and/or at worksite premises to validate attempts to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.

iii. With bid submission, a statement committing to providing apprenticeship training opportunities to workers, as well as details of workforce diversification recruiting program directed at attracting candidates to fill positions to meet the minimum workforce development and diversification goals set forth in Section 3(A)(iv) above.

Section 5. Rules & Regulations.

As of the date this Local Law becomes effective, the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this Local Law, provided that the Legislature, by simple majority, has not voted to disapprove such rule or regulation within sixty (60) days from the Commissioner's written notice to the Legislature that such rule or regulation has been promulgated.

Section 6. Equal Employment Monitoring.

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

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

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

Section 7. Compliance.

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

Section 8. Penalties.

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

Section 9. Severability.

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

Section 10. Applicability.

This Local Law shall apply to construction contracts advertised for bids on or after the effective date.

Section 11. Effective Dates.

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

| | |
|---|---|
| TIMOTHY M. KENNEDY | LYNN M. MARINELLI |
| MARIA R. WHYTE | DANIEL M. KOZUB |
| GEORGE A. HOLT | THOMAS A. LOUGHRAN |
| THOMAS J. MAZUR | MICHELE M. IANNELLO |
| ROBERT B. REYNOLDS, JR. | DEMONE A. SMITH |

10.02 Rules and Regulations Adopted by the Erie County Commissioner of Public Works Regarding Local Law No. 2-2006

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

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

Pursuant to Section 5 of Erie County Local Law No. 2-2006, "the Commissioner of the Erie County Department of Public Works shall promulgate such rules and regulations that are lawful, necessary and appropriate to implement, enforce or otherwise carry out the purposes of this Local Law..." Such rules and regulations are as follows:

**1. Definitions.**

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

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

"Commissioner" – Erie County Commissioner of Public Works

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

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

"Local Law" – Erie County Local Law 2-2006

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

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

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

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

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

"Subcontractor" – A subcontractor to a Prime Contractor.

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

**2. Rules and Regulations.**

A. Each Contracting Agency shall include in its bid specifications provisions for the implementation of the Local Law and these Rules. Bids shall demonstrate a Bidder's ability to comply with the Local Law and these Rules and in the event that Bidder is a successful Prime Contractor on a Construction Contract.

B. Bidder shall submit as part of the Bid a copy of the certification of approval of the NYSCATP by the New York State Department of Labor which will be used by the Bidder in connection with the Construction Contract. Such NYSCATP shall be a NYSCATP registered by the NYS Commissioner of Labor which will be utilized by the Bidder on the Construction Contract by the Bidder as a Prime Contractor or by the Bidder's Subcontractor(s).

C. As part of its' Bid, Bidder shall provide a written plan demonstrating how apprentices will be utilized by the Bidder as Prime Contractor or by Subcontractor(s) to the Bidder as Prime Contractor. Such plan shall include at a minimum, but not be limited to the following:

   i. An organized, written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;

   ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;

   iii. Equal employment opportunity and affirmative action plans.

   iv. Demonstration that ten percent (10%) of the Workforce of the Prime Contractor (inclusive of the workforce utilized by any Subcontractor(s) to the Bidder) shall consist of persons participating in New York State Certified Apprentice Training Programs.

D. In the alternative Bidder may provide a statement as to the inapplicability of apprenticeship participation on the Prime Contract and the related subcontracts due to the lack of career opportunities in NYSCATP approved by New York State Department of Labor Commissioner or that the magnitude of the Construction Contract would make use of apprentices impracticable. In the event that Bidder provides a statement that there is a lack of such career opportunities or the use of apprentices on the Construction Contract is impracticable, said Bidder may not be deemed non-responsive by virtue of the submission of such a statement, as determined by the Monitoring Agency. Applicability of this section will be viewed within the total Workforce of each Prime Contract and not as a function of each subcontract of the Construction Contract as a whole.

E. As part of its' Bid, Bidder shall provide affirmation of its commitment toward acceptable achievement or progress towards the County of Erie workforce development and diversification goal in all construction contracts of thirty percent (30%) minority and female participation combined in project personnel including trades people, trainees, journeymen, apprentices and supervisory staff.

F. Contracting Agency may determine prior to the advertisement of bids for the Project or prior to the award of Bids that the nature of the Construction Contract does not provide an adequate opportunity for the use of NYSCATP for such reasons including, but not limited to, that:

   i. 75% or more of the value of the Construction Contract involves material, equipment and/or supplies; or

ii. There is a lack of NYSCATP approved by the Department of Labor for at least 75% of the work hours anticipated to be spent on construction-type activity involved in the Construction Contract; or

iii. The Construction Contract is in response to an emergency condition; or

iv. The Project is estimated to cost less than $250,000 or the Bid amount is less than $250,000; or

v. None of the bids received were from Bidders who had an NYSTACP.

G. All Bids shall be reviewed by the Monitoring Agency within 10 business days of delivery of the Bids by the Contracting Agency to the Monitoring Agency. A Contracting Agency shall not reject any Bid as being non-responsive to the requirements of the Local Law and these Rules, unless the Monitoring Agency, within 10 business days of receipt of Bids from the Contracting Agency, provides the Contracting Agency with a written report recommending non-responsiveness of the Bidder and the reasons therefore. Determination of a Bidder's compliance with the Local Law and these Rules shall be the responsibility of the Monitoring Agency.

H. The Contracting Agency is permitted to require within the Bid specifications for a Project, a reasonable fee for the Prime Contractor to hire an independent monitor to review and report on the diversification goals of the Local Law

**3. Effect**

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

**********

The following must be completed unless the Contracting Agency has otherwise determined under Section 2f. of these rules and regulations that the New York State Certified Apprenticeship Training Program (NYSCATP) 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.

[ ] Apprenticeship participation is inapplicable on this project due to:

- the inability to obtain approval of an apprenticeship training program resulting from New York State Department of Labor's suspension of the development and approval of NYSTACP's in all trades and the addition of new participating employers to existing NYSTACP's;
- the lack of career opportunities in NYSTACP approved by New York State Department of Labor Commissioner;
- the magnitude of the construction contract would make use of apprentices impracticable

COUNTY OF ERIE
DIVISION OF REAL ESTATE & ASSET MANAGEMENT

**WAIVER**

COMPANY: Industrial Power & Lighting Corp
ADDRESS: 701 Seneca St - Suite 500, Buffalo, NY 14210
TELEPHONE NUMBER: (716)854-1811

1. Contractor has made a good faith effort to adopt subcontracting on this project to those trades, professions, suppliers, etc. for which minority/ women's business enterprise bids could be solicited; and

2. The total percentage of the bid which could be subcontracted in trades, professions, suppliers, etc. for which minority business enterprises bids could be solicited is then than 20% for MBE's and/or 2% WBE's.

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

1. UNDEFINED PROJECT SCOPE
2.
3.
4.
5.
6.
7.
8.
9.
10.

(Use additional sheets if necessary.)

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

5/16/2011
DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE OF COMPANY
Richard A. Lombard - President

Granted in Whole:
Granted in Part:

Comments:

EQUAL OPPORTUNITY OFFICIAL / TITLE — DATE

LETTING DEPARMENT REPRESENTATIVE / TITLE — DATE

# SUPPLEMENTARY GENERAL CONDITIONS

## PART 1 – GENERAL

### 1.01 GENERAL CONDITIONS

A. The following supplements modify the "General Conditions of the Contract". Where a portion of the General Conditions is modified or deleted by these Supplementary General Conditions, the unaltered portions of the General Conditions shall remain in effect.

## SECTION 1 - DEFINITIONS

### 1.02 ARCHITECT / ENGINEER

A. Add to Article 1.02: For the purposes of this contract, the Architect/Engineer as defined in the General Conditions shall be the Erie County Division of Real Estate & Asset Management.

## SECTION 5 - INSURANCE, BONDS, SAFETY, ETC.

### 5.04 PERFORMANCE BOND

A. Performance, Labor and Material Payment Bond shall be waived.

## SECTION 6 - PROGRESS AND COMPLETION OF WORK

### 6.05 PROJECT SCHEDULE

A. Delete in its entirety.

## SECTION 7 - MEASUREMENT AND PAYMENT

### 7.01 DETAILED BREAKDOWN OF CONTRACT AMOUNT

A. Delete in its entirety.

### 7.02 REQUEST FOR PAYMENT

A. Delete in its entirety.

## APPENDIX A - EQUAL EMPLOYMENT OPPORTUNITY FORMS

A. Delete Erie County Divison of Real Estate & Asset Management Appendix "A", GC36 thru 44 and replace with the Erie County Division of Purchasing MBE/WBE forms, MWC 1-2 and UR 1-3.

## APPENDIX B - BUILDING PERMIT APPLICATION

A. Building Permit Applications shall be submitted upon request to Erie County. There is no fee for the Building Permit Application.

# SECTION 011000 - SUMMARY OF WORK

## PART 1 – GENERAL

### 1.01 RELATED DOCUMENTS

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

### 1.02 SUMMARY

A. Section includes:

1. Project Information
2. Work Covered by Contract Documents
3. Access to Site
4. Work Restrictions

### 1.03 PROJECT INFORMATION

A. Project Identification/Location:

On-Call & Emergency Electrical Services
All County Owned Buildings

B. Owner:

Erie County Department of Public Works
Division of Real Estate and Asset Management
95 Franklin Street
Buffalo, NY 14202

### 1.04 WORK COVERED BY CONTRACT DOCUMENTS

A. Service Contract for on-call and emergency electrical work.

B. Contract is for a three (3) year term (1,095 calendar days) of 24 hour/ 7 days a week on-call emergency electrical services. The County shall have the option, at its sole discretion, to renew this contract for up to two (2) additional one (1) year terms, with no change in the contract price and terms and conditions. The exercise of each option to renew shall be subject to appropriation and /or continuation of funding.

### 1.05 ACCESS TO SITE

A. General: At no time shall construction activity or movement interfere or obstruct in any way the function of the existing building, unless specifically authorized by the Owner. Contractor shall inform all construction personnel of this and advise of same.

B. Use of Site: Limit use of site to project location.

1. Driveways, Walkways and Entrances serving the sites shall be clear and available to the Owner, Owner's Employees, the public and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

2. Reference the Division 1 Section "Security" for requirements in secure facilities.

## 1.06 COORDINATION WITH OWNER REGARDING OCCUPANCY

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

## 1.07 WORK RESTRICTION

A. Comply with all requirements in Division 1 Section "Security."

B. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.

## PART 2 – PRODUCTS (Not Used)

## PART 3 – EXECUTION (Not Used)

END OF SECTION

# SECTION 011001 - SPECIAL CONDITIONS

## PART 1 – GENERAL

### 1.01 SCOPE OF WORK:

A. Provide all the labor, material, equipment, transportation and supervision necessary to install and make repairs to electrical systems at all Erie County owned buildings as directed by the Owner's Representative during the contract term. All work must conform to the latest edition of New York State Family of Building Codes, NEC, State and Local Laws.

B. The Contract is for a three (3) year term of 24 hour / 7 days week on-call & electrical services.

C. Types of electrical work include total facility power distribution, electrical and electronic systems.

### 1.02 QUALITY ASSURANCE:

A. Contractor Qualifications:

1. The Electrical Contractor must be fully licensed by the City of Buffalo and the Towns and Villages within Erie County.

2. This Contract will be awarded to a contractor whose primary business is electrical repair and installation and in the electrical business for at least ten (10) years. The Experience Questionnaire (EQ-1 – EQ6) contained within this Project Manual must be submitted with the bid proposals.

### 1.03 SUBMITTALS:

A. Materials:

1. Submit on products which are manufacturer-approved materials for electrical assemblies.

### 1.04 DELIVERY, STORAGE AND HANDLING:

A. Delivery of Materials:

1. Deliver material to job site in new, dry unopened, and well-marked containers showing product and manufacturer's name.

2. Deliver materials in sufficient quantity to allow continuity of work.

3. Coordinate delivery with Owner's Representative.

B. Storage of Materials:

1. Storage of materials on-site will not be provided.

## 1.05 PRODUCTS:

A. Electrical Materials:

1. All repair and replacement materials must be first-quality with preference given to replacement materials as manufactured by the original materials manufacturer; use these materials whenever available and always when a manufacturer's warranty still in effect would otherwise be voided.

2. Follow manufacturer's recommendations and industry standard practices in installing materials.

## 1.06 JOB CONDITIONS:

A. Scheduling:

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

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

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

B. Notification:

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

C. Protection of Areas Adjoining the Work Location:

1. Use appropriate means necessary to protect materials before, during and after installation and to protect adjacent existing surfaces and property.

2. Mobilization for each service call shall include the establishment of protective measures for public safety and the protection of persons and property before commencement of the work. In general, these buildings are occupied.

3. In the event of damage to County property, immediately make repairs and replacements necessary, at no additional cost to the County.

## 1.07 PROCEDURES

A. Warranties:

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

B. Work Order:

1. The Contractor shall have with him, on each service call a Work Order where the Contractor identifies the type and quantity of material used and the time spent on-site. The Work Order must be signed by the Owner's Representative as evidence of the number of hours on the job.

2. A sample copy of the work order is contained within this Section and shall be attached to its appropriate invoice. The Contractor can use his own Work Order Form or one supplied by the County.

C. Conference:

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

## 1.08 SAFETY:

A. Take necessary precautions for the safety of employees on the work, and comply with applicable OSHA Provisions to prevent accident or injury to persons on, about or to the premises where work is being performed.

B. Erect and properly maintain necessary safeguards for the protection of workmen and the public as required by the conditions and progress of the work, and post danger signs warning against the hazards created by such features of construction as protruding hoists, scaffolding, and falling material.

C. Any person involved in work at heights and exposed to fall hazards shall be protected from falling to a lower level by the use of an approved fall protection system. Fall protection systems shall be installed and utilized in accordance with OSHA standards.

## 1.09 INVOICING:

A. Bill labor charges on the actual time used to perform the required Work. Labor charges shall not be billed on a portal to portal basis.

B. Invoices based on time and materials will reflect labor costs separately and will be billed in accordance with the applicable contract hourly rates.

C. Materials used will be reflected on the invoice by quantity and unit costs including applicable surcharges. Copies of the Contractor's own purchase invoices reflecting actual costs shall be submitted with each invoice.

D. Invoices, one for each Work Order, must be mailed to the County within five (5) days after each service call has been completed and no longer than thirty days (30) after the Work has been completed.

E. Submit four (4) copies of each invoice, which include a signed work order, photo documentation of work completed, contractor purchase invoices, submittals, record documents and/or other required documents identified by the Owner's Representative. A sample invoice is included within this section.

## 1.10 MEETINGS AND ESTIMATES:

A. The Contractor shall agree to meet with the Owner's Representative when requested, for the discussion and review of various problems encountered and to provide meeting minutes, as required.

B. The Contractor shall, at the request of the Owner's Representative investigate and offer estimates and quotations of work to be done, at no cost.

## 1.11 CONTRACT RATES FOR LABOR-AND-MATERIALS BASED WORK

A. Standard Rate:

1. Erie County will compensate the Contractor for hours worked as established by the NYS Department of Labor Prevailing Wage Rate Schedule in effect at the time services are rendered.

2. Erie County will compensate the contractor for materials furnished and installed.

3. Erie County will compensate the contractor the percentage of overhead and profit on materials and labor identified by the low bidder.

4. The Standard Rate shall apply to any service that does not meet the criteria for Premium Rate.

B. Premium Rate

1. The Premium Rate shall apply to any service which the County requests the Contractor to commence between 5:00 PM and 7:00 AM Monday through Friday, and anytime on Saturday, Sunday or any legal Holiday.

2. Under no circumstances shall any work performed by the Contractor be compensated at the Premium Rate unless the County has given prior authorization for such compensation.

END OF SECTION

# SECTION 013223 - PHOTOGRAPHIC DOCUMENTATION

## PART 1 – GENERAL

### 1.01 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Project Photography

### 1.02 INFORMATIONAL SUBMITTAL

A. Key Plan: Submit a key plan of the project site and/or building noting vantage point marked for location and direction of each photograph provided.

B. Photographs: Submit at minimum, three (3) photographs documenting the pre-demolition condition, the condition during repair and at the completion of the work.

1. Identification: Label the digital files with the following information:

a. Name of Project
b. Name of Contractor
c. Date of photograph was taken.
d. Description of vantage point, indicating location, direction (by compass point) and elevation, location of story location.

C. Key Plan and Photographs to be submitted with invoice for each repair.

D. Final digital images: In addition to the images submitted above, also submit a complete set of all digital images taken via electronic files on CD-ROM for each calendar year.

### 1.03 COORDINATION: (Not Used)

## PART 2 - PRODUCTS

### 2.01 PHOTOGRAPHIC MEDIA

A. Photographs: 8"x10" smooth-surface matte prints on single-weight commercial-grade photographic paper, enclosed in a clear plastic sleeve that is punched for standard 3-ring binders.

B. Digital Images: provide images in uncompressed Tiff format, produced by a digital camera with minimum sensor size of 4.0 megapixels, and at an image resolution of not less than 1600 by 1200 pixels.

## PART 3 – EXECUTION

### 3.01 CONSTRUCTION PHOTOGRAPHS

A. General: Take photographs using the maximum range of depth of field, and that

are in focus, to clearly show the Work. Photographs with blurry or out-of-focus areas will not be accepted.

1. Maintain key plan with each set of construction photographs that identifies each photographic location.

B. Digital Images: Submit digital images exactly as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image editing software.

1. Date and Time: Include date and time in filename for each image.

C. Pre-Demolition Photographs: Before commencement of Work, take photographs of all Work areas, existing structures and surrounding construction, from different vantage points to identify existing conditions and to accurately record physical conditions at the start of construction.

D. Progress Documentation Photographs: During the execution of Work, take photographs identifying extent of repair and/or replacement of electrical systems. Document new material installations for adherence to manufacturer's warranty and industry standard practices.

E. Final Completion Construction Photographs: At conclusion of Work, take photographs to identify Work has been completed and repaired to manufacturer's warranty and industry standard practices.

F. Photographs As Directed. The County may issue requests for additional photographs, in addition to periodic photographs specified. Circumstances that could require additional photographs include, but are not limited to, the following:

1. Immediate follow-up when on-site events result in construction damage or losses.
2. Photographs to be taken at fabrication locations away from Project site.
3. Documentation of proper disposal of materials.
4. Documentation of adequate protection of areas adjoining the Work location.
5. Extra record photographs at time of final acceptance.

END OF SECTION

# SECTION 014000 - QUALITY REQUIREMENTS

## PART 1 – GENERAL

### 1.01 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and control procedures that facilitate compliance with the Contract Document requirements.

2. Requirements for Contractor to provide quality-assurance and -control services required by Owner or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:

1. Division 01 Section "Cutting and Patching" for repair and restoration of Construction disturbed by testing and inspecting activities.

### 1.02 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

D. Laboratory Mockups: Full-size, physical assemblies that are constructed at testing facility to verify performance characteristics.

E. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

F. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

G. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

H. Field Quality-Control Testing: Tests and inspections that are performed on-site for Installation of the Work and for completed Work.

I. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

J. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

## 1.03 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Owner for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Owner for a decision before proceeding.

## 1.04 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.

7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking, testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and re-inspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.05 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are

defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

   1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

   1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.

   2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

   1. When requested by Owner, Contractor responsibilities include the following:

      a. provide test specimens representative of proposed products and construction.
      b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
      c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
      d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
      e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
      f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

   2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Owner with copy to Contractor.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Owner.
2. Notify Owner two days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Owner's approval of mockups before starting work, fabrication, or construction.

   a. Allow seven days for initial review and each re-review of each mockup.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

## 1.06 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone number of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections.

D. Retesting/Re-inspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including Re-testing and Re-inspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Owner and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Owner and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to Owner, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

## 1.07 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Conducted by a qualified testing agency as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Owner and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Owner with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Re-testing and Re-inspecting corrected work.

END OF SECTION

# SECTION 014200 - REFERENCES

## PART 1 – GENERAL

### 1.01 DEFINITIONS

A. General: Basic Contract definitions are included in the Conditions of the Contract.

### 1.02 BUILDING CODE

A. The Contractor shall be compliant with the complete family of the 2010 Building Code of New York State.

### 1.03 INDUSTRY STANDARDS

A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents.

B. Publication Dates: Comply with standards in effect as of date of the Contract Documents, unless otherwise indicated.

C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.

1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

### 1.04 ABBREVIATIONS AND ACRONYMS

A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the U.S."

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION (NOT USED)

END OF SECTION

# SECTION 015400 - SECURITY

## PART 1 – GENERAL

### 1.01 REFERENCE

A. Documents affecting work of this section include but are not necessarily limited to the Agreement, the technical specifications sections and the project drawings.

### 1.02 RELATED SECTIONS

A. All technical specification sections.

### 1.03 SUMMARY

A. This Work of this Contract may be performed at an Erie County secure detention or correctional facility.

B. Any reference to "Facility" shall mean a secure detention or correctional facility under Erie County jurisdiction.

C. Any reference to "Correction Officer" shall mean an Owner designated employee of the Facility, typically a corrections officer.

D. Any reference to "ID Officer" shall mean an Owner designated employee of the Facility, typically a corrections identification officer.

E. Any reference to "Tool Security Officer" shall mean an Owner designated employee of the Facility, typically a corrections officer.

F. Any reference to "Security Officer" shall mean an Owner designated employee of the Facility, typically a corrections identification officer.

G. Any reference to "Captain" shall mean an Owner designated employee of the Facility, typically a corrections identification officer holding the rank of Captain.

H. Any reference to the "Contractor" shall mean Contractors, Sub-Contractors, and any/all of their employees.

I. Any persons other than a Contractor, such as suppliers and equipment manufacturers, must comply with the Facility's visitor regulations.

J. Contractors shall comply with and adhere to the Facility's security regulations and the requirements of this section.

K. Any Work actions that would constitute a breach of the Facility's security, in the opinion of the Owner or the Captain, must be addressed and resolved by the Contractor prior to the end of the Work day, to the satisfaction of the Captain.

## 1.04 SCHEDULING FOR CORRECTION OFFICER COVERAGE

A. Any time a Contractor is performing Work within the secure perimeter of the Facility, Correction Officer coverage must be provided as deemed appropriate by the Captain.

B. Notify the Facility at least 24 hours in advance of each day's work activities, regarding the number of crews which will be working, including when and where they will be working.

C. Any changes from the notified daily Work activities shall make the Contractor liable for any additional costs to the Owner for Correction Officer coverage resulting from these changes.

## 1.05 SECURITY REGULATIONS

A. BACKGROUND CHECK:

1. The Work of this contract is being performed at a secure facility. As such, prior to entering the project site and the Facility. Contractor's and Sub-contractors' employees shall have a background check performed, without charge, by the Facility I.D. Officer.

2. Entry into the project site and Facility by the captioned persons shall be subject to the approval of the Erie County Sheriff's Office.

3. Anyone deemed inappropriate to enter the project site and Facility or to perform Work in a secure facility, by the Owner or by the Erie County Sheriff's Office, will not be allowed access to the project site and Facility.

4. Former inmates in the State correctional system, or any County, City, Federal jail, or lockup may not be permitted inside project site and Facility, unless reviewed and approved by the Captain, in consultation with the Facility Superintendent.

B. WORK HOURS:

1. The Contractor will have access to the site to the Work site, at minimum a full eight hours per day. Should the Contractor desire to in addition to the minimum eight hours, this shall be scheduled with the Facility.

2. The Contractor shall anticipate an additional one-hour total processing time to enter and exit the Facility per day. The actual time when the Contractor (including truck drivers) may enter and exit the Facility will be established by the Facility.

3. Employees who are more than 15 minutes late for their scheduled entrance time may be denied entry, with exception of the Construction Superintendent and/or Project Manager.

4. Employees, other than approved Construction Superintendents, Project Managers and truck drivers will not be allowed to leave the Facility during the workday and will be required to bring their lunches and eat in the work areas.

C. TOOL CHECK IN:

1. All of the Contractors' employees, tools, materials and vehicles entering a secured area must be checked in and out through an area designated by the Facility.

2. All Contractors working inside the Facility shall maintain inventories of all tools and other equipment. A copy of the inventory shall be forwarded to the Tool Security Officer. Contractors must notify the Tool Security Officer immediately if a tool is discovered missing.

D. IDENTIFICATION BADGES:

1. A photo identification badge may be furnished and maintained by the Facility for all Contractors' employees, including Sub-contractors' employees. Additionally, each person entering the Facility may be hand-stamped using the ultraviolet hand-stamping technique to aid in identifying people leaving the Facility.

E. ILLEGAL SUBSTANCES:

1. Alcoholic beverages or illegal drugs of any kind will not be allowed on Facility premises. Prescription medications must be brought to the attention of the Security Officer upon arrival. A single day supply of prescription medicine will be allowed into the Facility. Persons under the influence of illegal drugs or alcohol will not be allowed into the Facility. Persons under the influence of illegal drugs or alcohol will not be allowed into the Facility and may be permanently removed from the project.

F. WEAPONS:

1. Firearms, ammunition or other weapons (including mace or pepper spray) will not be allowed in the Facility at any time.

G. CONTACT WITH OCCUPANTS:

1. Contact, communication, or exchange of any article with Facility inmates is strictly prohibited. Any attempts by inmates to contact or communicate with contractors must be reported immediately to the Security Officer on Duty.

H. EMERGENCY SITUATIONS :

1. In the event of an emergency of any kind, which may interfere with the welfare or operation and security of the Facility or its personnel, the Facility reserves the right to stop Work for a period of time. During this period, Contractors shall remain in designated areas and shall follow directions of any Correction Officer (s) or Facility Employee(s) on duty.

I. TOOLS AND TOOL CLASSIFICATIONS:

1. The Contractor shall check tools in out of the Facility and the Work area, through the Tool Security Officer, on a daily basis, The Contractor shall assume all responsibilities for tools checked in. Every tool checked in shall also be checked out on a daily basis.

2. The Contractor shall store tools authorized as allowed in the Facility and the Work area in approved, locked toolboxes, where directed by the Owner, when not in use.

3. Certain extremely hazardous tools present a higher risk in a correctional facility setting and must be removed from the Facility daily. These extremely hazardous tools include the following:

   a. Bolt Cutters
   b. Locksmith tools
   c. Powder-activated tools (e.g. ram set, Hilti, etc)
   d. Pneumatic nailer
   e. Rescue saws (K-12 type, gasoline or electric)
   f. Torches (all cutting-mixing gauges & torch heads)
   g. Metal cutting blades and/or disc.

4. The Tool Security Officer and the Captain will determine if any other tools brought into the Facility should be designated extremely hazardous. If any tool is designated as extremely hazardous, such tools may be required to be removed daily. These may include:

   a. HEPA Masks, N-95 Masks, M-17 Protective Masks, self-contained breathing apparatus, respirators, and filters. All disposable respirator masks must be accounted for, inventoried and disposed of properly.

   b. Blueprints are regarded as tools and should be handled accordingly. All blueprints are to be secured, accounted for and turned over to the Facility at the conclusion of the project.

5. Tool Removal from Work Area: All other tools (those not designated as extremely hazardous) must be removed from all Work areas on a daily basis. If such tools are stored on site, they shall be placed within designated secure storage containers, as directed by the project documents and by the Facility.

J. CONSTRUCTION MATERIALS:

1. The Contractor shall check construction materials in and out (if appropriate) of the Facility and the Work area, through the Tool Security Officer, on a daily basis.

2. The Contractor shall assume all responsibilities for material checked in.

3. Unless approved otherwise by the Owner, all construction materials must be removed from all Work areas on a daily basis.

4. The Tool Security Officer and the Captain will determine if any construction materials brought into the Facility should be designated extremely hazardous. If any construction material is designated as extremely hazardous, such construction material (if not incorporated into the Work of the project) may be required to be removed daily.

K. ELECTRONIC DEVICES:

1. **Cell Phones:**

   a. The possession of cell phones within the perimeter security fences is strictly prohibited.

   b. The use of cell phones outside the perimeter fence is permitted.

2. **Radios:**

   a. Radios require approval for use on Facility property by the Captain of Tool Security Officer for a specific task.

   b. If approved, radios must be checked in and out of the Work area on a daily basis by the Tool Security Officer.

   c. Radios must be removed from the Facility on a daily basis.

   d. Radios can not interfere, in any way, with Facility radio systems.

3. **Laptop Computers:**

   a. Laptop computers (with or without modems) when necessary for the installation, maintenance, or repair of equipment will be considered for approval in Work areas.

   b. Laptop computers shall be approved for use on Facility property by the Captain or Tool Security Officer.

   c. Laptop computers must be removed from the Facility on a daily basis.

4. **Pagers:**

   a. Only those pagers necessary for the Work of the Project will be considered for approval in Work areas.

   b. Pagers shall be approved for use on Facility property by the Captain or Tool Security Officer.

   c. If approved, pagers must be checked in and out of the Work area on a daily basis by the Tool Security Officer.

   d. Pagers must be removed from the Facility on a daily basis.

5. **Cameras:**

a. Only those cameras necessary for the Work of the Project will be considered for approval in Work areas.

b. Cameras shall be approved for use on Facility property by the Captain or Tool Security Officer.

c. Cameras must be removed from the Facility on a daily basis.

L. CONTROL OF VEHICLES AND HEAVY EQUIPMENT:

1. Only vehicles and heavy equipment necessary for the Work of the Project will be considered for approval within the Facility and in Work areas.

2. Vehicles and heavy equipment shall be approved for use on Facility property by the Captain or Tool Security Officer.

3. If approved, vehicles and heavy equipment must be checked in and out of the Work area on a daily basis by the Tool Security Officer.

4. The Contractor shall assume all responsibilities for vehicles and heavy equipment checked in.

5. Unless approved otherwise by the Tool Security Officer or the Captain, vehicles and heavy equipment must be removed from the Facility on a daily basis.

6. If approved for storage within the facility, vehicles and heavy equipment shall be stored on in designated areas, as directed by the project documents and by the Facility.

7. If vehicles and heavy equipment are approved to be stored within the Facility, they shall be disabled in accordance with direction given by the Facility.

8. All vehicles and heavy equipment left unattended at any time on Facility grounds shall be securely locked from entry and operation. Vehicle locks shall be kept in operating order at all times. No vehicle will be allowed access any other area without proper authorization.

9. All vehicles and heavy equipment containing any sort of combustible fuel, when left unattended, must be equipped with a locking fuel cap.

M. SCAFFOLDING, HOISTS AND LADDERS:

1. All scaffolding, ladders and hoists shall be secured by chain and locked to a stationary object when not in use.

2. All scaffolding, ladders and hoists in use within the secure perimeter of the facility, shall be secured by chain, and locked to a stationary object.

3. A scaffolding, ladder and hoist inventory (listed by size) used in the work areas shall be maintained by the contractor. This inventory shall be checked on a daily basis by the Tool Security Officer and the Captain.

N. CONSTRUCTION DEBRIS:

1. The Contractor shall clean the work area of all construction debris on a daily basis.

2. Any construction debris that, in the opinion of the Tool Security Officer or the Captain, would jeopardize the safety and security of the Facility shall be removed from the facility immediately by the Contractor.

**PART 2 – PRODUCTS (Not Used)**

**PART 3 – EXECUTION (Not Used)**

END OF SECTION

# SECTION 017300 - EXECUTION

## PART 1 - GENERAL

### 1.01 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

B. Related Sections include the following:

1. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.

### 1.02 SUBMITTALS (Not Used)

### 1.03 QUALITY ASSURANCE (Not Used)

## PART 2 – PRODUCTS (Not Used)

## PART 3 – EXECUTION

### 3.01 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.

2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Verify compatibility with and suitability of existing conditions.
2. Locate, using the appropriate agencies, all underground utilities which may be encountered during installation.
3. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

## 3.02 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Owner. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

## 3.03 FIELD ENGINEERING

A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

## 3.04 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated:

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Owner.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

## 3.05 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.

3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

## 3.06 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

## 3.07 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

## 3.08 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION

# SECTION 017320 - SELECTIVE DEMOLITION

## PART 1 – GENERAL

### 1.01 SUMMARY

A. This Section includes the following:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

B. Each Contractor is responsible for removal of work by their own Contract.

C. Related Sections include general provisions of the agreement and other Division 01 Specification Sections.

### 1.02 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Salvage: Detach items from existing construction and deliver them to Owner ready for reuse.

C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

### 1.03 SUBMITTALS

A. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.

2. Interruption of utility services. Indicate how long utility services will be interrupted.

3. Coordination for shutoff, capping, and continuation of utility services.

4. Use of elevator and stairs.

5. Locations of proposed dust- and noise-control temporary partitions and means of egress.

6. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

7. Means of protection for items to remain and items in path of waste removal from building.

B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged if requested by the Owner.

C. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Comply with Division 1 Section "Photographic Documentation." Submit before Work begins.

D. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

## 1.04 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Standards: Comply with ANSI A10.6 and NFPA 241.

D. Pre-demolition Conference: Conduct conference as required at Project site, review methods and procedures related to selective demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be selectively demolished.

2. Review structural load limitations of existing structure.

3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.

4. Review areas where existing construction is to remain and requires protection.

## 1.05 PROJECT CONDITIONS

A. Owner will occupy each building where selective demolition may occur. Conduct selective demolition so Owner's operations will not be disrupted.

B. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.

C. Hazardous Materials: Hazardous material surveys will be made available to the Contractors.

1. The Owner will provide testing of materials that are suspected of being hazardous.

D. Storage or sale of removed items or materials on-site is not permitted.

E. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

## 1.06 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.01 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Owner.

E. Contractor to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

F. Survey of Existing Conditions: Record existing conditions by use of measured drawings, preconstruction photographs and other such documentation as required by the Owner.

1. Comply with requirements specified in Division 1 Section "Photographic Documentation."

2. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction.

a. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

## 3.02 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

A. Existing Services/Systems: Maintain services/systems indicated to remain and protect them against damage during selective demolition operations.

B. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated services/systems when requested by Contractor.

2. Arrange to shut off indicated utilities with utility companies.

3. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.

4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

   a. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.

## 3.03 PREPARATION

A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.

3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.

4. Cover and protect furniture, furnishings, and equipment that have not been removed.

C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

## 3.04 SELECTIVE DEMOLITION, GENERAL

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.

5. Maintain adequate ventilation when using cutting torches.

6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

9. Dispose of demolished items and materials promptly.

B. Removed and Salvaged Items: (if required)

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area designated by Owner.

5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.

2. Pack or crate items after cleaning and repairing. Identify contents of containers.

3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the Owner, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

## 3.05 SELECTIVE DEMOLITION PROCEDURES FOR SPECIFIC MATERIALS

A. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch (19 mm) at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.

B. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

C. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, then break up and remove.

D. Air-Conditioning Equipment: Remove equipment without releasing refrigerants.

E. Electrical Equipment: Remove without leaking fluids.

## 3.06 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

1. Do not allow demolished materials to accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

4. Waste Management:

   a. Burning: Do not burn demolished materials.
   b. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

## 3.07 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION

# SECTION 017329 - CUTTING AND PATCHING

## PART 1 - GENERAL

### 1.01 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

### 1.02 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

### 1.03 SUBMITTALS

A. Cutting and Patching Proposal: When directed by the Owner's representative, submit a proposal describing procedures before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:

1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.

2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.

3. Products: List products to be used and firms or entities that will perform the Work.

4. Dates: Indicate when cutting and patching will be performed.

5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.

6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.

7. County Approval: Obtain approval of cutting and patching proposal before cutting and patching. Approval does not waive right to later require removal and replacement of unsatisfactory work.

## 1.04 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

C. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity, that results in reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

# PART 2 – PRODUCTS

## 2.01 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

# PART 3 – EXECUTION

## 3.01 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.

2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

## 3.02 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

## 3.03 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.

2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.

4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.

5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.

6. Proceed with patching after construction operations requiring cutting are complete.

7. Limit dust, dirt and noise dispersal to the lowest practical level. Comply with governing regulations regarding environmental hazards and general dust control. Notify the owner's representative of possible exposure to harmful dusts and vapors, flammable or explosive materials, and other potential hazards.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

   a. Clean piping, conduit, and similar features before applying paint or other finishing materials.

   b. Restore damaged pipe covering to its original condition.

3. Patch to match existing adjacent materials. When identical patching materials are not available, review alternatives with the owner's representative.

4. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

   a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

5. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

6. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION

# SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 – GENERAL

### 1.01 SUMMARY

A. This Section includes administrative and procedural requirements for the following:

1. Disposing of nonhazardous construction waste.

## PART 2 – PRODUCTS (Not Used)

## PART 3 – EXECUTION

### 3.01 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.

2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION

# SECTION 078413 - PENTRATION FIRESTOPPING

## PART 1 – GENERAL

### 1.01 RELATED DOCUMENTS

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

### 1.02 SUMMARY

A. This Section includes through-penetration firestop systems for penetrations through fire resistance - rated constructions, including both empty openings and openings containing penetrating items.

B. Related Sections include the following:

### 1.03 PERFORMANCE REQUIREMENTS

A. General: For penetrations through fire-resistance-rated constructions, including both empty openings and openings containing penetrating items, provide through-penetration firestop systems that are produced and installed to resist spread of fire according to requirements indicated, resist passage of smoke and other gases, and maintain original fire-resistance rating of construction penetrated.

1. Fire-resistance-rated walls including fire walls, fire partitions, fire barriers and smoke barriers.
2. Fire-resistance-rated horizontal assemblies including floors, floor/ceiling assemblies and ceiling membranes of roof/ceiling assemblies.

B. Rated Systems: Provide through-penetration firestop systems with the following ratings determined per ASTM E 814 or UL 1479:

1. F-Rated Systems: Provide through-penetration firestop systems with F-ratings indicated, but not less than that equaling or exceeding fire-resistance rating of constructions penetrated.

2. T-Rated Systems: For the following conditions, provide through-penetration firestop systems with T-ratings indicated, as well as F-ratings, where systems protect penetrating items exposed to potential contact with adjacent materials in occupiable floor areas:

   a. Penetrations located outside wall cavities.
   b. Penetrations located outside fire-resistance-rated shaft enclosures.

3. L-Rated Systems: Where through-penetration firestop systems are indicated in smoke barriers, provide through-penetration firestop systems with L-ratings of not more than 3.0 cfm/sq. ft (0.01524cu. m/s x sq. m) at both ambient temperatures and 400 deg F (204 deg C).

C. For through-penetration firestop systems exposed to view, traffic, moisture, and physical damage, provide products that, after curing, do not deteriorate when exposed to these conditions both during and after construction.

1. For piping penetrations for plumbing and wet-pipe sprinkler systems, provide moisture-resistant through-penetration firestop systems.

2. For floor penetrations with annular spaces exceeding 4 inches (100 mm) in width and exposed to possible loading and traffic, provide firestop systems capable of supporting floor loads involved, either by installing floor plates or by other means.

3. For penetrations involving insulated piping, provide through-penetration firestop systems not requiring removal of insulation.

D. For through-penetration firestop systems exposed to view, provide products with flamespread and smoke-developed indexes of less than 25 and 450, respectively, as determined per ASTM E 84.

## 1.04 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: For each through-penetration firestop system, show each type of construction condition penetrated, relationships to adjoining construction, and type of penetrating item. Include firestop design designation of qualified testing and inspecting agency that evidences compliance with requirements for each condition indicated.

1. Submit documentation, including illustrations, from a qualified testing and inspecting agency that is applicable to each through-penetration firestop system configuration for construction and penetrating items.

2. Where Project conditions require modification to a qualified testing and inspecting agency's illustration for a particular through-penetration firestop condition, submit illustration, with modifications marked, approved by through-penetration firestop system manufacturer's fire-protection engineer as an engineering judgment or equivalent fire-resistance-rated assembly.

C. Through-Penetration Firestop System Schedule: Indicate locations of each through penetration firestop system, along with the following information:

1. Types of penetrating items.
2. Types of constructions penetrated, including fire-resistance ratings and, where applicable, thicknesses of construction penetrated.
3. Through-penetration firestop systems for each location identified by firestop design designation of qualified testing and inspecting agency.

D. Qualification Data: For Installer.

E. Product Certificates: For through-penetration firestop system products, signed by product manufacturer.

F. Product Test Reports: From a qualified testing agency indicating through-penetration firestop system complies with requirements, based on comprehensive testing of current products.

## 1.05 QUALITY ASSURANCE

A. Installer Qualifications: A firm experienced in installing through-penetration firestop systems similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful performance. Qualifications include having the necessary experience, staff, and training to install manufacturer's products per specified requirements. Manufacturer's willingness to sell its through-penetration firestop system products to Contractor or to Installer engaged by Contractor does not in itself confer qualification on buyer.

B. Installation Responsibility: Assign installation of through-penetration firestop systems in Project to a single qualified installer.

C. Source Limitations: Obtain through-penetration firestop systems, for each kind of penetration and construction condition indicated, through one source from a single manufacturer.

D. Firestopping tests are performed by a qualified testing and inspecting agency. A qualified testing and inspecting agency is UL, or another agency performing testing and follow-up inspection services for firestop systems acceptable to authorities having jurisdiction.

E. Through-penetration firestop systems are identical to those tested per testing standard referenced in "Part 1 Performance Requirements" Article. Provide rated systems complying with the following requirements:

1. Through-penetration firestop system products bear classification marking of qualified testing and inspecting agency.
2. Through-penetration firestop systems correspond to those indicated by reference to through-penetration firestop system designations listed by the following:

    a. UL in its "Fire Resistance Directory."

## 1.06 DELIVERY, STORAGE, AND HANDLING

A. Deliver through-penetration firestop system products to Project site in original, unopened containers or packages with intact and legible manufacturers' labels identifying product and manufacturer, date of manufacture, lot number, shelf life if applicable, qualified testing and inspecting agency's classification marking applicable to Project, curing time, and mixing instructions for multi-component materials.

B. Store and handle materials for through-penetration firestop systems to prevent their deterioration or damage due to moisture, temperature changes, contaminants, or other causes.

## 1.07 PROJECT CONDITIONS

A. Environmental Limitations: Do not install through-penetration firestop systems when ambient or substrate temperatures are outside limits permitted by through-penetration firestop system manufacturers or when substrates are wet due to rain, frost, condensation, or other causes.

B. Ventilate through-penetration firestop systems per manufacturer's written instructions by natural means or, where this is inadequate, forced-air circulation.

## 1.08 COORDINATION

A. Coordinate construction of openings and penetrating items to ensure that through penetration firestop systems are installed according to specified requirements.

B. Coordinate sizing of sleeves, openings, core-drilled holes, or cut openings to accommodate through-penetration firestop systems.

C. Notify Owner's inspecting agency at least seven days in advance of through-penetration firestop system installations; confirm dates and times on days preceding each series of installations.

D. Do not cover up through-penetration firestop system installations that will become concealed behind other construction until each installation has been examined by Owner's inspecting agency and building inspector, if required by authorities having jurisdiction.

# PART 2 – PRODUCTS

## 2.01 MANUFACTURERS

A. Compatibility: Provide through-penetration firestop systems that are compatible with one another; with the substrates forming openings; and with the items, if any, penetrating through-penetration firestop systems, under conditions of service and application, as demonstrated by through-penetration firestop system manufacturer based on testing and field experience.

B. Accessories: Provide components for each through-penetration firestop system that are needed to install fill materials and to comply with Part 1 "Performance Requirements" Article. Use only components specified by through-penetration firestop system manufacturer and approved by qualified testing and inspecting agency for firestop systems indicated. Accessories include, but are not limited to, the following items:

1. Permanent forming/damming/backing materials, including the following:

a. Slag-/rock-wool-fiber insulation.
b. Sealants used in combination with other forming/damming/backing materials to prevent leakage of fill materials in liquid state.
c. Fire-rated form board.
d. Fillers for sealants.

2. Temporary forming materials.
3. Substrate primers.
4. Collars.
5. Steel sleeves.

## 2.02 FILL MATERIALS

A. General: Provide through-penetration firestop systems containing the types of fill materials indicated in the Through-Penetration Firestop System Schedule at the end of Part 3 by referencing the types of materials described in this Article. Fill materials are those referred to in directories of referenced testing and inspecting agencies as "fill," "void," or "cavity" materials.

B. Cast-in-Place Firestop Devices: Factory-assembled devices for use in cast-in-place concrete floors and consisting of an outer metallic sleeve lined with an intumescent strip, a radial extended flange attached to one end of the sleeve for fastening to concrete formwork, and a neoprene gasket.

C. Latex Sealants: Single-component latex formulations that after cure do not re-emulsify during exposure to moisture.

D. Firestop Devices: Factory-assembled collars formed from galvanized steel and lined with intumescent material sized to fit specific diameter of penetrant.

E. Intumescent Composite Sheets: Rigid panels consisting of aluminum-foil-faced elastomeric sheet bonded to galvanized steel sheet.

F. Intumescent Putties: Non-hardening dielectric, water-resistant putties containing no solvents, inorganic fibers, or silicone compounds.

G. Intumescent Wrap Strips: Single-component intumescent elastomeric sheets with aluminum foil on one side.

H. Mortars: Prepackaged dry mixes consisting of a blend of inorganic binders, hydraulic cement, fillers, and lightweight aggregate formulated for mixing with water at Project site to form a non-shrinking, homogeneous mortar.

I. Pillows/Bags: Reusable heat-expanding pillows/bags consisting of glass-fiber cloth cases filled with a combination of mineral-fiber, water-insoluble expansion agents, and fire retardant additives.

J. Silicone Foams: Multi-component, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, non-shrinking foam.

K. Silicone Sealants: Single-component, silicone-based, neutral-curing elastomeric sealants of grade indicated below:

1. Grade: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces, and non-sag formulation for openings in vertical and other surfaces requiring a non-slumping, gunnable sealant, unless indicated firestop system limits use to non-sag grade for both opening conditions.

2. Grade for Horizontal Surfaces: Pourable (self-leveling) formulation for openings in floors and other horizontal surfaces.

3. Grade for Vertical Surfaces: Non-sag formulation for openings in vertical and other surfaces.

## 2.03 MIXING

A. For those products requiring mixing before application, comply with through-penetration firestop system manufacturer's written instructions for accurate proportioning of materials, water (if required), type of mixing equipment, selection of mixer speeds, mixing containers, mixing time, and other items or procedures needed to produce products of uniform quality with optimum performance characteristics for application indicated.

# PART 3 - EXECUTION

## 3.01 EXAMINATION

A. Examine substrates and conditions, with Installer present, for compliance with requirements for opening configurations, penetrating items, substrates, and other conditions affecting performance of work.

1. Proceed with installation only after unsatisfactory conditions have been corrected.

## 3.02 PREPARATION

A. Surface Cleaning: Clean out openings immediately before installing through-penetration firestop systems to comply with firestop system manufacturer's written instructions and with the following requirements:

1. Remove from surfaces of opening substrates and from penetrating items foreign materials that could interfere with adhesion of through-penetration firestop systems.
2. Clean opening substrates and penetrating items to produce clean, sound surfaces capable of developing optimum bond with through-penetration firestop systems. Remove loose particles remaining from cleaning operation.
3. Remove laitance and form-release agents from concrete.

B. Priming: Prime substrates where recommended in writing by through-penetration firestop system manufacturer using that manufacturer's recommended products and

methods. Confine primers to areas of bond; do not allow spillage and migration onto exposed surfaces.

C. Masking Tape: Use masking tape to prevent through-penetration firestop systems from contacting adjoining surfaces that will remain exposed on completion of Work and that would otherwise be permanently stained or damaged by such contact or by cleaning methods used to remove smears from firestop system materials. Remove tape as soon as possible without disturbing firestop system's seal with substrates.

## 3.03 THROUGH-PENETRATION FIRESTOP SYSTEM INSTALLATION

A. General: Install through-penetration firestop systems to comply with Part 1 "Performance Requirements" Article and with firestop system manufacturer's written installation instructions and published drawings for products and applications indicated.

B. Install forming/damming/backing materials and other accessories of types required to support fill materials during their application and in the position needed to produce cross-sectional shapes and depths required to achieve fire ratings indicated.

1. After installing fill materials and allowing them to fully cure, remove combustible forming materials and other accessories not indicated as permanent components of firestop systems.

C. Install fill materials for firestop systems by proven techniques to produce the following results:

1. Fill voids and cavities formed by openings, forming materials, accessories, and penetrating items as required to achieve fire-resistance ratings indicated.

2. Apply materials so they contact and adhere to substrates formed by openings and penetrating items.

3. For fill materials that will remain exposed after completing Work, finish to produce smooth, uniform surfaces that are flush with adjoining finishes.

## 3.04 IDENTIFICATION

A. When requested by Owner, Identify through-penetration firestop systems with preprinted metal or plastic labels. Attach labels permanently to surfaces adjacent to and within 6 inches (150 mm) of edge of then firestop systems so that labels will be visible to anyone seeking to remove penetrating items or firestop systems. Use mechanical fasteners for metal labels. For plastic labels, use self adhering type with adhesives capable of permanently bonding labels to surfaces on which labels are placed and, in combination with label material, will result in partial destruction of label if removal is attempted. Include the following information on labels:

## 3.05 FIELD QUALITY CONTROL

A. Inspecting Agency: Owner will engage a qualified, independent inspecting agency to inspect through-penetration firestops. Independent inspecting agency shall comply with ASTM E 2174 requirements including those related to qualifications, conducting inspections, and preparing test reports.

B. Where deficiencies are found, repair or replace through-penetration firestop systems so they comply with requirements.

C. Proceed with enclosing through-penetration firestop systems with other construction only after inspection reports are issued and firestop installations comply with requirements.

## 3.06 CLEANING AND PROTECTING

A. Clean off excess fill materials adjacent to openings as Work progresses by methods and with cleaning materials that are approved in writing by through-penetration firestop system manufacturers and that do not damage materials in which openings occur.

B. Provide final protection and maintain conditions during and after installation that ensure that through-penetration firestop systems are without damage or deterioration at time of Substantial Completion. If, despite such protection, damage or deterioration occurs, cut out and remove damaged or deteriorated through-penetration firestop systems immediately and install new materials to produce systems complying with specified requirements.

END OF SECTION