



# County of Erie

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## **STANDARD AGREEMENT**

This AGREEMENT, made as of the 3rd DAY OF FEBRUARY, 2014

by and between U.S. VETERANS CONSTRUCTION & MANAGEMENT CORP.

of 1039 NIAGARA STREET, BUFFALO, NY 14213

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 JANUARY 21, 2014 at 2:00 PM

for: ON-CALL & EMERGENCY PLUMBING SERVICES.

WHEREAS, the bid of the Contractor submitted in accordance therewith, the percentage of overhead and profit of 18.5%,

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. 214051-002, 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.

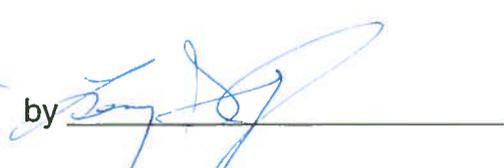
IN WITNESS THEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

COUNTY OF ERIE

CONTRACTOR: U.S. VETERANS  
CONSTRUCTION &  
MANAGEMENT CORP.

by   
Director of Purchase

Date 3/2/2014

by   
Title President

Date 2-5-14

APPROVED AS TO FORM

Electronically Signed

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

Date \_\_\_\_\_



# COUNTY OF ERIE

MARK C. POLONCARZ  
COUNTY EXECUTIVE

DIVISION OF PURCHASE

## INVITATION TO BID

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

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

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

BID NUMBER: 214051-002

OPENING DATE: 1/21/14 TIME: 2:00PM

FOR: On-Call & Emergency Plumbing Services

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

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

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

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



**COUNTY OF ERIE  
DIVISION OF PURCHASE  
BID SPECIFICATIONS  
BID # 214051-002**

Ship to:  
Address:

Ship Via:  
Required at Destination:

ITEM NO.	QUANTITY	U/M	CATALOG NO./DESCRIPTION	UNIT PRICE	TOTAL PRICE
			Seeking bids for on-call and emergency plumbing		
			services for County owned buildings, as per the		
			accompanying specifications.		
			Term of the contract will be from		
			February 1, 2014 – January 31, 2016		
			<b>Please submit bid pricing on</b>		
			<b>“Proposal” page of bid document.</b>		

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

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

**NAME OF BIDDER** \_\_\_\_\_  
(Rev. 9/95) ERIE COUNTY OFFICE BUILDING, 95 FRANKLIN STREET, BUFFALO, NEW YORK 14202 (716) 858-6395

Proposal Page

U.S. VETERANS CONST. & MANG. CORP.

NAME OF BIDDER

PROPOSAL FOR:  
**CONSTRUCTION WORK**  
On- Call and Emergency Plumbing Services  
All County Owned Buildings

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 and Emergency Plumbing 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 will be 10% and the Contractor markup on Subcontractors will 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:** 18.5% (EIGHTEEN <sup>1</sup>/<sub>2</sub> HALF percent)

**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:**

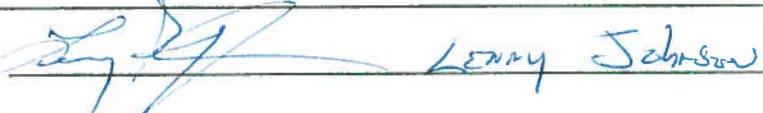
Affirmed under penalty of perjury this 21 day of January, 20 14

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

FIRM NAME U.S. Veterans Construction & Management Corp

ADDRESS 1039 Niagara Street

Buffalo, New York ZIP 14213

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

TYPED NAME OF AUTHORIZED SIGNATURE

TITLE President TELEPHONE NO. (716) 893-3037

**EXPERIENCE QUESTIONNAIRE \***

**Part 8**

Name of Project: Erie County Bid #214051-002

Submitted by: U.S. Veterans Construction & Management Corp.

- Corporation
- Co-partnership
- An Individual
- Joint Venture

Principal Office: 1039 Niagara Street. Buffalo, NY 14213

Telephone #: (716) 893-3037      FAX #: (716) 893-9657

The Signatory of this questionnaire guarantees the truth and accuracy of all statements and of all statements and of all answers to interrogatories hereinafter made.

1. How many years has your organization been in business as a contractor under your present business name? 13.
2. How many years experience in 13 construction work has your organization had:  
(a) As a Contractor 13  
(b) As a Sub-Contractor 13
3. What projects have your organization completed in the last five years?

Contract Amount	Class of Work	Date Completed	Name & Address of Owner
<u>173,525.00</u>	<u>Plumbing/HVAC</u>	<u>7/30/12</u>	<u>OGS Wyoming Corr. Facility</u>
<u>222,462.80</u>	<u>Plumbing/HVAC</u>	<u>6/15/12</u>	<u>OGS Connecticut Street Armo.</u>
<u>77,822.95</u>	<u>Plumbing</u>	<u>4/30/12</u>	<u>LP Ciminelli, Buffalo</u>
<u>328,589.00</u>	<u>Plumbing</u>	<u>10/15/12</u>	<u>Roswell Park- Buffalo, NY</u>
<u>81,509.00</u>	<u>Plumbing/HVAC</u>	<u>8/31/12</u>	<u>Navy Buffalo, NY</u>

4. List the Names and Addresses of Officers and/or Partners of the organization:  
Lenny Johnson 203 Temple Dr. Cheektowaga, NY 14225  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\*Attach Additional Sheets as necessary

5. Have you ever failed to complete any work awarded to you? No

If so, provide the name of the project, the date of the project, if the failure was as a subcontractor, the name of the prime contractor and the reasons for the failure to complete the work.

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6. Has any Officer or Partner of your organization ever been an Officer or Partner of some other organization that failed to complete a construction contract? No If so, state the name of the individual, the other organization and the reason therefore.

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7. Has this organization or any of its directors, officers, partners or owners:

a. Been convicted of any business-related conduct constituting a crime under State or Federal law? If yes, provide dates and details No

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b. Been debarred, suspended or in any way prohibited from bidding on government contracts? No If yes, provide dates and details

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c. Had any of its bids been rejected on the grounds that they were not a responsible bidder? If yes, provide dates and details. No

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d. Been determined to be in violation of any State or Federal Labor Law or regulation, including OSHA violations? No If yes, provide dates and detail.

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e. Had its DBE, MBE, or WBE certification revoked? No If yes, provide dates and details.

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f. Had a Bid rejected on any competitively bid contract for failure to meet statutory affirmative action, MBE or WBE requirements? No. If yes, provide dates and details

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g. Been determined to be in violation of Federal or State environmental laws in conjunction with any construction project? No. If yes, provide dates and details.

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8. Has any Officer or Partner of your organization ever failed to complete a construction contract in his own name? No If so, state name of the individual, name of Owner, and reason therefore.

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9. Does your firm have a financial interest in any other business? No If yes, state the firm's name and address.

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10. List those projects upon which your firm will be actively engaged at the time bids are received for this project. Please provide the name and address of the Owner, the Architect/Engineer, the approximate contract amount and the approximate percentage of completion of your firm's work (as of the date of this project Bid opening):

Name & Address of Owner	Contract Amount	Percent of Work Completed
EC Medical Mall	279,899.00	60%

11. List equipment and describe facilities, which your firm has now or will have available to begin and complete the work to be performed under the contract.

Current location has 500sq of storage material space. By having great relationship with vendors we have secure storage locations at where material can be safely stored. Having invested in tools & equipment that is available and ready to use, coordination of project material and equipment will be and upmost priority during the duration of the project. All required plumbing

12. What proportion of the work will be performed by your firm with your own work force?  
90%

13. In the last five years have liquidated damages, penalties, liens, defaults or cancellations been imposed or filed against your firm on any project? No If so please list those projects:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

14. Within the last two years, has your firm been the lowest bidder in a competitive bidding and not been awarded the contract? No If so, list the project name and give reasons why contract was not awarded to you:  
\_\_\_\_\_  
\_\_\_\_\_

15. Within the past five years, have there been any contracts performed by your firm on which the final payment has been the subject of litigation? No If so, list the names of the projects involved:  
\_\_\_\_\_  
\_\_\_\_\_

16. List Corporations or Individuals for whom your firm has performed work and the person who should be contacted for references:  
Roswell Park- RPCI - Jonathan Wokasein- john.wokasien@ roswellpark.org  
MWBE Constructors Inc. Talia Johnson - talia@mwbe.com

17. List Municipalities for whom your firm has performed work and the person who should be contacted for references:  
US Army Corps - Jeffrey Earnest jeffrey.g.ernest@usace.army.mil  
Navy Facilities- Jonathan Wilson - jonathan.m.wilson3@navy.mil

18. List Counties for whom your firm has performed work and the person who should be contacted for references:  
Erie County - Mr. Johns Good

19. List State Bureaus or Departments for whom your firm has performed work and the person who should be contacted for references:

ECIDA - Phillip Rigs

Department of Education Buffalo School - LP Ciminelli

20. Has your firm performed work for the Federal Government? Yes If so, please list the projects and the person who should be contacted for references:

VA Buffalo - Rosanne Raczkowski- rosanne.raczkowski@va.gov

21. What is the construction experience of all principal individuals of your firm? Please include: the Principal's Name, Current Position in the firm, Number of years of actual construction experience, Type and magnitude of Work:

Lenny Johnson President - 13 yrs Plumbing/HVAC Construction 3 million

Raj Sharma - Project Manager - 15 Construction 3.5 million

Scott Zyla, Project Manager - 25 yrs Construction 1 million

22. Has your firm filed performance record reports with the Bureau of Contract Information, Inc., Washington, D.C.? No

23. Is any principal of the firm or any member of his immediate family employed by the County of Erie? No

If yes, what Department?

Name of County Employee?

24. Attach to the completed Experience Questionnaire a copy of the Letter Issued by the New York State Department of Labor certifying the bidders Apprenticeship Program.

25. The above information and such other information as the Owner may request or obtain will be used by the Owner in determining the reliability and responsibility of the bidder.

Dated at \_\_\_\_\_ this 21<sup>st</sup> day  
of January 20 14.

Name of Organization U.S. Veterans Construction & Management Co

By: 

Title President

State of New York

County of Eric

Lenny Johnson being duly sworn deposes and says that  
he is president of U.S. Veterans Construction  
Name of Organization

and that answers to the foregoing questions and all statements contained therein are true and correct.

Sworn to me this

21<sup>st</sup> day of January 20 14



Notary Public

MARTHA JANE LENHARDT  
Notary Public, State of New York  
My Commission Expires 1-4-2018

**County of Erie  
Department of Public Works  
Division of Buildings and Grounds  
95 Franklin St Buffalo N.Y. 14202**

**Specification for general and on - call / emergency plumbing services for Department of Public Works  
Division of Buildings and Grounds facilities.**

**This will be a two year contract effective January 1, 2014 through December 31, 2016**

**Article I – General Information**

**1001 – Erie County Department of Public Works requires a contractor to provide plumbing services for Erie County Owned buildings. Contractor to furnish all materials , labor , equipment , transportation and supervision necessary to service facility sewer, water, and services incidental to any construction work required.**

**PART 1 – Scope of Work**

**PART 2 - Photographic Documentation**

**PART 3 – Selective Demolition**

**PART 4 – Cutting and Patching**

**PART 5 – Security**

**PART 6 – Construction Waste Management and Disposal**

**PART 7 – Firestopping**

**PART 8 – Experience Questionnaire**

**Bid #214051-002  
Specifications**

**PART 1 – GENERAL**

**1.1 SCOPE OF WORK:**

- A. Provide all the labor, material, equipment, transportation and supervision necessary to install and make repairs to plumbing 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 , State and Local Laws
- B. The Contract is for a two (2) year term of 24 hour/ 7 days week for on-call and emergency plumbing services.
- C. Types of plumbing work to include total facility sewer and water distribution .

**1.2 QUALITY ASSURANCE:**

- A. Contractor Qualifications:
  - a. The Plumbing Contractor must be fully licensed by The City of Buffalo and any of the towns and villages within Erie County
  - b. This Contract will be awarded to a contractor whose primary business is Plumbing repair and installation and in the Plumbing 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.

**1.3 SUBMITTALS:**

- A. Materials:
  - a. Submit on products which are manufacturer-approved materials for all Plumbing assemblies.

**1.4 DELIVERY, STORAGE AND HANDLING:**

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

## 1.5 PRODUCTS:

- A. Plumbing Materials:
  - a. All repair and replacement materials used shall 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.
  - b. Follow manufacturer's recommendations and industry standard practices in installing materials.

## 1.6 JOB CONDITIONS:

- A. Scheduling:
  - a. After receiving a service call from the Owner's Representative, the contractor is to commence work within the following time limits:
    - 1. Emergency work requests must start on the site within two (2) hours.
    - 2. 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.
- B. Protection of Areas Adjoining the Work Location:
  - a. Use appropriate means necessary to protect materials before, during and after installation and to protect adjacent existing surfaces and property.
  - b. 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.
  - c. In the event of damage to County property, immediately make repairs and replacements necessary, at no additional cost to the County.

## 1.7 PROCEDURES

- A. Warranties:

The Contractor shall verify with the Owner the applicability of warranties prior to performing repairs to Plumbing 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:

- a. 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.

C. Conference:

- a. 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.

**1.8 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. Prior to accessing the work location, it shall be determined by the contractor that the roof has the strength and structural integrity to safely support the weight of the workers, material and equipment related to their work. Workers shall not be permitted to work until it has been determined that the roof has the requisite strength and structural integrity to support the workers and equipment related to roofing work.

**1.9 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 the 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:
  - a. 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.
  - b. Erie County will compensate the contractor for materials furnished and installed.
  - c. Erie County will compensate the contractor the percentage of overhead and profit on materials and labor identified by the low bidder.
  - d. The Standard Rate shall apply to any service that does not meet the criteria for Premium Rate.
- B. Premium Rate
  - a. 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.
  - b. 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.

## **PHOTOGRAPHIC DOCUMENTATION**

### **PART 2 – GENERAL**

#### **1.1 SUMMARY**

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

#### **1.2 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.
  - a. Identification: Label the digital files with the following information:
    1. Name of Project
    2. Name of Contractor
    3. Date of photograph was taken.
    4. 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.

### **PART 2- PRODUCTS**

#### **2.1 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**

#### **3.1 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.
  - a. 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.
  - a. 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, per 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:
  - a. Immediate follow-up when on-site events result in construction damage or losses.
  - b. Photographs to be taken at fabrication locations away from Project site.
  - c. Documentation of proper disposal of materials.
  - d. Documentation of adequate protection of areas adjoining the Work location.
  - e. Extra record photographs at time of final acceptance.

## SELECTIVE DEMOLITION

### PART 3 – GENERAL

#### 1.1 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.

#### 1.2 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.

#### 1.3 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.

#### **1.4 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. 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.

#### **1.5 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.
  - 2. The Contractor will remove hazardous materials as identified according to all state and federal regulations and all authorities having jurisdiction.
- E. Storage or sale of removed items or materials on-site is not permitted.

F. 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.

## 1.6 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 3 - EXECUTION

### 3.1 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.

### 3.2 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.

### 3.3 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.

### 3.4 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.
  - A. 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.

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#### B. 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.

C. 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.

### **3.5 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.

### **3.6 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.

### **3.7 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.

## **CUTTING AND PATCHING**

### **PART 4 - GENERAL**

#### **1.1 SUMMARY:**

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

#### **1.2 DEFINITIONS:**

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

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

#### **1.3 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.

## **1.4 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**

### **2.1 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**

### **3.1 EXAMINATION**

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

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

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

### 3.2 PREPARATION

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

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

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

### 3.3 PERFORMANCE

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

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

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.

## SECURITY

### PART 5 – GENERAL

#### 1.1 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.

#### 1.2 RELATED SECTIONS

- A. All technical specification sections.

#### 1.3 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.

## **1.4 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.

## **1.5 SECURITY REGULATIONS**

### **A. BACKGROUND CHECK:**

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.

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

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.

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:**

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.

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.

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.

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:

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.

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:

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:

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:

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

G. CONTACT WITH OCCUPANTS:

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 :

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:

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.

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.

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:

1. Bolt Cutters
2. Locksmith tools
3. Powder-activated tools (e.g. ram set, Hilti, etc)
4. Pneumatic nailer.
5. Rescue saws (K-12 type, gasoline or electric)
6. Torches (all cutting-mixing gauges & torch heads).
7. Metal cutting blades and/or disc.

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:

1. 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.

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.

**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:

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.

The Contractor shall assume all responsibilities for material checked in.

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

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:

##### **Cell Phones:**

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

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

**Radios:**

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

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

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

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

**Laptop Computers:**

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

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

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

**Pagers:**

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

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

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

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

**Cameras:**

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

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

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

**L. CONTROL OF VEHICLES AND HEAVY EQUIPMENT:**

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

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

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.

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

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.

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.

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.

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.

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:**

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

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.

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:**

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

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.

## **CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL**

### **PART 6 – GENERAL**

#### **1.1 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**

#### **3.1 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

# PENetration FIRESTOPPING

## PART 7 – GENERAL

### 1.1 RELATED DOCUMENTS

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

### 1.2 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:

### 1.3 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.

#### 1.4 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.

#### 1.5 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.

2. 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:

- a. Through-penetration firestop system products bear classification marking of qualified testing and inspecting agency.
- b. Through-penetration firestop systems correspond to those indicated by reference to through-penetration firestop system designations listed by the following:

1) UL in its "Fire Resistance Directory."

## 1.6 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 multicomponent 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.

## 1.7 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.

## 1.8 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

### 2.1 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.

### 2.3 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: Nonhardening 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 nonshrinking, 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 fireretardant additives.

J. Silicone Foams: Multicomponent, silicone-based liquid elastomers that, when mixed, expand and cure in place to produce a flexible, nonshrinking 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 nonsag formulation for openings in vertical and other surfaces requiring a nonslumping, gunnable sealant, unless indicated firestop system limits use to nonsag 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: Nonsag formulation for openings in vertical and other surfaces.

## 2.4 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

### 3.1 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.

### 3.2 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.

### 3.3 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 crosssectional 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.

### 3.4 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:

### 3.5 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.

### 3.6 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.

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

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

## County of Erie

### 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.

(Rev. 04/09)

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



# County of Erie

MARK C. POLONCARZ  
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)



**COUNTY OF ERIE**  
**MARK C. POLONCARZ**  
**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, Broadwa & 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



# County of Erie

MARK C. POLONCARZ  
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.

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

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

BID NO.: 214051-002  
BID DATE: 1/21/14

### ERIE COUNTY MINORITY/ WOMEN BUSINESS ENTERPRISE UTILIZATION REPORT - PART A

COMPANY: U.S.Veterans Construction & Management Corp

AUTHORIZED REPRESENTATIVE: Lenny Johnson

ADDRESS: 1039 Niagara Street

TELEPHONE NUMBER: (716)

BID NAME:

I. List actions taken to identify, solicit, and contact Minority Business Enterprises (MBE)/Women Business Enterprises (WBE) to bid on subcontracts for this project.

1. Email
2. Phone calls
- 3.
- 4.
- 5.
- 6.

II. List all bona fide Minority/Women Business Enterprise subcontractors and suppliers solicited, contracted, or presently negotiating a contract in accordance with the minority business utilization goal set forth by the County of Erie. (Attach additional sheets if necessary.)

MBE/WBE OWNED FIRMS	SUPPLY/SERVICE	AMOUNT OF PROPOSAL	PRIOR CERTIFICATION	CONTRACT EXECUTED	REASON IF CONTRACT NOT AWARDED
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Name: <u>MWBE Constructor Inc.</u>	YES <u>      </u>
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Address: <u>1039 Niagara Street Suite 2</u> <u>Buffalo, NY 14213</u>	NO <u>      </u>
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Telephone No. 578-0000

IRS # 27-3813740

Name: \_\_\_\_\_ YES       

Address: \_\_\_\_\_ NO       

Telephone No. \_\_\_\_\_

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

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

Name: \_\_\_\_\_ YES \_\_\_\_\_

Address: \_\_\_\_\_ NO \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

Name: \_\_\_\_\_ YES \_\_\_\_\_

Address: \_\_\_\_\_ NO \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

Name: \_\_\_\_\_ YES \_\_\_\_\_

Address: \_\_\_\_\_ NO \_\_\_\_\_

Telephone No. \_\_\_\_\_

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

III. Total Dollar Amount to be subcontracted to  
 Minority Business Enterprise(s). \$  
 Women Business Enterprise(s). \$

IV. Total Amount of Bid + 18.5% \$

V. MBE Percent (%) of project bid As per specs %  
 WBE Percent (%) of project bid As per Specs %

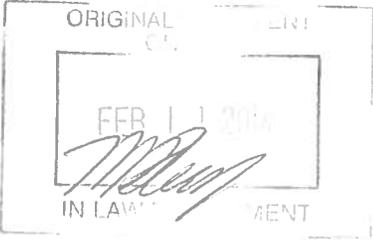
VI. YOU MUST ATTACH COPIES OF RELEVANT CORRESPONDENCE  
 AND DOCUMENTS, INCLUDING RETURN RECEIPTS.

 \_\_\_\_\_ 1-21-14  
 SIGNATURE OF AUTHORIZED REPRESENTATIVE DATE



STATE OF NEW YORK  
WORKERS' COMPENSATION BOARD

**CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE**

<p><b>1a. Legal Name &amp; Address of Insured (Use street address only)</b></p> <p>Employers Resource Management Co. For: U.S. Veterans Construction &amp; Management Corp. dba L &amp; D Johnson Plumbing and Heating 1039 Niagara Street Buffalo, NY 14213</p> <p>Work Location of Insured (<i>Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy</i>)</p>	<p><b>1b. Business Telephone Number of Insured</b> 716-893-3037</p> <p><b>1c. NYS Unemployment Insurance Employer Registration Number of Insured</b></p> <p><b>1d. Federal Employer Identification Number of Insured or Social Security Number</b> 16-1563564</p>
<p><b>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</b></p> <p>County of Erie 95 Franklin St Buffalo, NY 14202</p> 	<p><b>3a. Name of Insurance Carrier</b> Lumbermen's Underwriting Alliance</p> <p><b>3b. Policy Number of entity listed in box "1a"</b> 429263</p> <p><b>3c. Policy effective period</b>  July 1, 2013 to July 1, 2014</p> <p><b>3d. The Proprietor, Partners or Executive Officers are</b></p> <p><input type="checkbox"/> included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under **Item 3A** on the **INFORMATION PAGE** of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

*The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.*

**Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.**

**Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.**

Approved by: Robert M. Gagne  
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Robert M. Gagne February 5, 2014  
(Signature) (Date)

Title: President

Telephone Number of authorized representative or licensed agent of insurance carrier: 913-385-2455

**Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.**