

COUNTY OF ERIE
DEPARTMENT OF ENVIRONMENT & PLANNING
DIVISION OF SEWERAGE MANAGEMENT
ERIE COUNTY SEWER DISTRICT (ECSD) NO. 3

SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR CONSTRUCTION OF
BLASDELL VILLAGE BARN

CONTRACT 86R

COUNTY EXECUTIVE

MARK C. POLONCARZ

COMMISSIONER

Department of Environment & Planning

Daniel Castle, AICP

September 2026

ERIE COUNTY SEWER DISTRICT NO. 3

CONTRACT 86R

Village of Blasdel Barn

Blasdel, NY

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ERIE COUNTY DEPARTMENT
of ENVIRONMENT AND PLANNING
ERIE COUNTY, N.Y.

General Notice

The Erie County Department of Environment and Planning on behalf of Erie County Sewer District No. 3 (Owner) is requesting Bids for the construction of ECSD No. 3 Contract No. 86R Blasdell Village Barn

Separate Bids will be received for the following Contracts:

Bids will be received by the Commissioner of the Erie County Department of Environment and Planning located at 95 Franklin Street, Room 1034, Buffalo, New York, 14202, until Wednesday, September 16th, 2026, at 11:00 am, local time. At that time the Bids received will be publicly opened and read aloud, room 1004.

The Project includes construction of approximately 1,500 square feet (sf) maintenance building. The general contract includes construction of building and site development inclusive of utilities, site work, concrete foundation and flat work. The installation of all heating and electrical equipment to be included in general contract.

Information and Bidding Documents for the Project can be found at <https://www3.erie.gov/dsm/form/dsm-bids-on-line-bid-retrieval> . Bidding Documents must be downloaded from the designated website. Prospective Bidders must register as a plan holder.

Attendance is encouraged at a pre-bid conference on Wednesday, September 2nd, 2026 at 2:00 pm at 3595 Jefferey Boulevard, Blasdell, NY 14219.

This Advertisement is issued by:

Owner: Erie County Department of Environment and Planning

By: Joseph L. Fiegl, P.E.

Title: Deputy Commissioner

Date: August 19th, 2026

00 11 13, Advertisement

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INSTRUCTIONS TO BIDDERS

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00 21 13, Instructions to Bidders

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ARTICLE 1—DEFINED TERMS

- 1.01 Terms used in these Instructions to Bidders have the meanings indicated in the General Conditions and Supplementary Conditions.

ARTICLE 2—BIDDING DOCUMENTS

- 2.01 Bidder shall obtain a complete set of Bidding Requirements and proposed Contract Documents (together, the Bidding Documents). See the Agreement for a list of the Contract Documents. It is Bidder's responsibility to determine that it is using a complete set of documents in the preparation of a Bid. Bidder assumes sole responsibility for errors or misinterpretations resulting from the use of incomplete documents, by Bidder itself or by its prospective Subcontractors and Suppliers.
- 2.02 Bidding Documents are made available for the sole purpose of obtaining Bids for completion of the Project and permission to download or distribution of the Bidding Documents does not confer a license or grant permission or authorization for any other use. Authorization to download documents, or other distribution, includes the right for plan holders to print documents solely for their use, and the use of their prospective Subcontractors and Suppliers, provided the plan holder pays all costs associated with printing or reproduction. Printed documents may not be re-sold under any circumstances.
- 2.03 Owner has established a Bidding Documents Website as indicated in the Advertisement. Owner requires that Bidder register as a plan holder at such website, and obtain a complete set of the Bidding Documents from such website. Bidders may rely that sets of Bidding Documents obtained from the Bidding Documents Website are complete, unless an omission is blatant. Registered plan holders will receive Addenda issued by Owner.
- A. Bids will not be accepted unless the bid package is downloaded directly from <https://www3.erie.gov/dsm/form/dsm-bids-on-line-bid-retrieval> so that contact information is captured for bid addenda and communication.
- 2.04 *Electronic Documents*
- A. Bidding Documents will be provided in Adobe PDF (Portable Document Format) (.pdf) that is readable by Adobe Acrobat products.
- B. Unless otherwise stated in the Bidding Documents, the Bidder may use and rely upon complete sets of Electronic Documents of the Bidding Documents, described in Paragraph 2.04.A above. However, Bidder assumes all risks associated with differences arising from transmission/receipt of Electronic Documents versions of Bidding Documents and reproductions prepared from those versions and, further, assumes all risks, costs, and responsibility associated with use of the Electronic Documents versions to derive information that is not explicitly contained in printed paper versions of the documents, and for Bidder's reliance upon such derived information.

- 2.05 The bidding documents may be examined at the office of the Erie County Department of Environment and Planning Division of Sewerage Management, 10th Floor, Room 1034, 95 Franklin Street, Buffalo, New York 14202.

ARTICLE 3— QUALIFICATIONS OF BIDDERS

- 3.01 Erie County Local Law No. 2-2021 requires the use of the New York State Vendor Responsibility For-Profit Construction (Form CCA-2) and Attachments which is available at <https://www.osc.state.ny.us/state-vendors/vendrep/file-your-vendor-responsibility-questionnaire>. A hard copy of this form must be submitted with the Bid. Attachment C may be submitted up to 3 days after the bid, upon request by Owner.
- 3.02 A Bidder's failure to submit **complete** required qualification information may disqualify Bidder from receiving an award of the Contract.
- 3.03 No requirement in this Article 3 to submit information will prejudice the right of Owner to seek additional pertinent information regarding Bidder's qualifications.
- 3.04 Bidder's attention is directed to County of Erie Local Law No. 2 (2021) in Section 00 73 75 Local Agency Requirements for more information related to Bidder qualifications.

ARTICLE 4—PRE-BID CONFERENCE

- 4.01 A non-mandatory pre-bid conference will be held at the time and location indicated in the Advertisement. Representatives of Owner and Engineer will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference; however, attendance at this conference is not required to submit a Bid.
- 4.02 Information presented at the pre-Bid conference does not alter the Contract Documents. Owner will issue Addenda to make any changes to the Contract Documents that result from discussions at the pre-Bid conference. Information presented and statements made at the pre-bid conference will not be binding or legally effective unless incorporated in an Addendum.

ARTICLE 5—SITE AND OTHER AREAS; EXISTING SITE CONDITIONS; EXAMINATION OF SITE; OWNER'S SAFETY PROGRAM; OTHER WORK AT THE SITE

- 5.01 *Site and Other Areas*
- A. The Site is identified in the Bidding Documents. By definition, the Site includes rights-of-way, easements, and other lands furnished by Owner for the use of the Contractor. Any additional lands required for temporary construction facilities, construction equipment, or storage of materials and equipment, and any access needed for such additional lands, are to be obtained and paid for by Contractor.
- 5.02 *Existing Site Conditions*
- A. *Subsurface and Physical Conditions; Hazardous Environmental Conditions*
1. The Supplementary Conditions identify the following regarding existing conditions at or adjacent to the Site:
 - a. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data.

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- b. Those drawings known to Owner of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data.
 - c. Reports and drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site.
 - d. Technical Data contained in such reports and drawings.
2. Owner will make digital copies of reports and drawings referenced above available to any Bidder on request. These reports and drawings are not part of the Contract Documents, but the Technical Data contained therein upon whose accuracy Bidder is entitled to rely, as provided in the General Conditions, has been identified and established in the Supplementary Conditions. Bidder is responsible for any interpretation or conclusion Bidder draws from any Technical Data or any other data, interpretations, opinions, or information contained in such reports or shown or indicated in such drawings.
3. If the Supplementary Conditions do not identify Technical Data, the default definition of Technical Data set forth in Article 1 of the General Conditions will apply.

5.03 *Other Site-related Documents*

- A. Owner has not verified the contents of these other Site-related documents, and Bidder may not rely on the accuracy of any data or information in such documents. Bidder is responsible for any interpretation or conclusion Bidder draws from the other Site-related documents.
- B. The other Site-related documents are not part of the Contract Documents.
- C. Bidders are encouraged to review the other Site-related documents, but Bidders will not be held accountable for any data or information in such documents. The requirement to review and take responsibility for documentary Site information is limited to information in (1) the Contract Documents and (2) the Technical Data.
- D. No other Site-related documents are available.

5.04 *Site Visit and Testing by Bidders*

- A. Bidder is required to visit the Site and conduct a thorough visual examination of the Site and adjacent areas. During the visit the Bidder must not disturb any ongoing operations at the Site.
- B. The pre-bid conference on X takes place at the project site and shall serve also as a Site Visit. Bidders visiting the Site are required to arrange their own transportation to the Site.
- C. All access to the Site other than during a regularly scheduled Site visit must be coordinated through the following Owner or Engineer contact for visiting the Site: Michael Pinto at Michael.pinto@erie.gov. Bidder must conduct the required Site visit during normal working hours.
- D. Bidder is not required to conduct any subsurface testing, or exhaustive investigations of Site conditions.

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- E. On request, and to the extent Owner has control over the Site, and schedule permitting, the Owner will provide Bidder general access to the Site to conduct such additional examinations, investigations, explorations, tests, and studies as Bidder deems necessary for preparing and submitting a successful Bid. Owner will not have any obligation to grant such access if doing so is not practical because of existing operations, security or safety concerns, or restraints on Owner's authority regarding the Site. Bidder is responsible for establishing access needed to reach specific selected test sites.
- F. Bidder must comply with all applicable Laws and Regulations regarding excavation and location of utilities, obtain all permits, and comply with all terms and conditions established by Owner or by property owners or other entities controlling the Site with respect to schedule, access, existing operations, security, liability insurance, and applicable safety programs.
- G. Bidder must fill all holes and clean up and restore the Site to its former condition upon completion of such explorations, investigations, tests, and studies.

5.05 *Owner's Safety Program*

- A. Site visits and work at the Site may be governed by an Owner safety program which is in the Specifications.

5.06 *Other Work at the Site*

- A. Reference is made to Article 8 of the Supplementary Conditions for the identification of the general nature of other work of which Owner is aware (if any) that is to be performed at the Site by Owner or others (such as utilities and other prime contractors) and relates to the Work contemplated by these Bidding Documents. If Owner is party to a written contract for such other work, then on request, Owner will provide to each Bidder access to examine such contracts (other than portions thereof related to price and other confidential matters), if any.

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

6.01 *Express Representations and Certifications in Bid Form, Agreement*

- A. The Bid Form that each Bidder will submit contains express representations regarding the Bidder's examination of Project documentation, Site visit, and preparation of the Bid, and certifications regarding lack of collusion or fraud in connection with the Bid. Bidder should review these representations and certifications, and assure that Bidder can make the representations and certifications in good faith, before executing and submitting its Bid.
- B. If Bidder is awarded the Contract, Bidder (as Contractor) will make similar express representations and certifications when it executes the Agreement.

ARTICLE 7—INTERPRETATIONS AND ADDENDA

- 7.01 Owner on its own initiative may issue Addenda to clarify, correct, supplement, or change the Bidding Documents.
- 7.02 Bidder shall submit all questions about the meaning or intent of the Bidding Documents to Engineer in writing to Michael Pinto at michael.pinto@erie.gov
- 7.03 Interpretations or clarifications considered necessary by Owner in response to such questions will

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be issued by Addenda delivered to all registered plan holders not later than three days prior to the date fixed for the opening of bids. Questions received less than six calendar days prior to the date for opening of Bids may not be answered.

- 7.04 Only responses set forth in an Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect. Responses to questions are not part of the Contract Documents unless set forth in an Addendum that expressly modifies or supplements the Contract Documents.

ARTICLE 8—BID SECURITY

- 8.01 A Bid must be accompanied by Bid security made payable to Owner in an amount not less than five percent of Bidder's maximum Bid price (determined by adding the base bid and all alternates) and in the form of a Bid Bond issued by a Surety meeting the requirements of Paragraph 6.01 of the General Conditions. Such Bid Bond will be issued in the form included in the Bidding Documents.
- 8.02 The Bid security of the apparent Successful Bidder will be retained until Owner awards the contract to such Bidder, and such Bidder has executed the Contract, furnished the required Contract security, and met the other conditions of the Notice of Award, whereupon the Bid security will be released. If the Successful Bidder fails to execute and deliver the Contract and furnish the required Contract security within 15 days after the Notice of Award, Owner may consider Bidder to be in default, annul the Notice of Award, and the Bid security of that Bidder will be forfeited to the extent of Owner's damages. Such forfeiture will be Owner's exclusive remedy if Bidder defaults.
- 8.03 The Bid security of other Bidders that Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of 7 days after the Effective Date of the Contract or 46 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Owner believes do not have a reasonable chance of receiving the award will be released within 10 business days after the Bid opening.

ARTICLE 9—CONTRACT TIMES

- 9.01 The number of days within which, or the dates by which, the Work is to be (a) substantially completed and (b) ready for final payment, and (c) Milestones (if any) are to be achieved, are set forth in the Agreement.
- 9.02 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 10—SUBSTITUTE AND "OR EQUAL" ITEMS

- 10.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration during the bidding and Contract award process of possible substitute or "or-equal" items. In cases in which the Contract allows the Contractor to request that Engineer authorize the use of a substitute or "or-equal" item of

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material or equipment, such application will not be considered by Engineer until after the Effective Date of the Contract

- 10.02 All prices that Bidder sets forth in its Bid will be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of “or-equal” or substitution requests are made at Bidder’s sole risk.

ARTICLE 11—SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 11.01 The apparent Successful Bidder, and any other Bidder so requested, must submit to Owner a list of the Subcontractors or Suppliers of major equipment proposed for the Work, as requested, within three days after Bid opening.
- 11.02 Any limitations on the amount of Work that can be subcontracted are included in SC 7.07.A.1.

ARTICLE 12—PREPARATION OF BID

- 12.01 The Bid Form is included with the Bidding Documents.
- A. All blanks on the Bid Form must be completed in ink and the Bid Form signed in ink. Erasures or alterations must be initialed in ink by the person signing the Bid Form. A Bid price must be indicated for each section, Bid item, alternate, adjustment unit price item, and unit price item listed therein.
 - B. If the Bid Form expressly indicates that submitting pricing on a specific alternate item is optional, and Bidder elects to not furnish pricing for such optional alternate item, then Bidder may enter the words “No Bid” or “Not Applicable.”
- 12.02 Bidder shall prepare its Bid on a paper copy of the Bid Form printed from the Electronic Documents version of the Bidding Documents. The printed copy of the Bid Form must be clearly legible, printed on 8½ inch by 11-inch paper and as closely identical in appearance to the Electronic Document version of the Bid Form as may be practical. The Owner reserves the right to accept Bid Forms which nominally vary in appearance from the original paper version of the Bid Form, providing that all required information and submittals are included with the Bid.
- 12.03 A Bid by a corporation must be executed in the corporate name by a corporate officer (whose title must appear under the signature), accompanied by evidence of authority to sign. The corporate address and state of incorporation must be shown.
- 12.04 A Bid by a partnership must be executed in the partnership name and signed by a partner (whose title must appear under the signature), accompanied by evidence of authority to sign. The official address of the partnership must be shown.
- 12.05 A Bid by a limited liability company must be executed in the name of the firm by a member or other authorized person and accompanied by evidence of authority to sign. The state of formation of the firm and the official address of the firm must be shown.
- 12.06 A Bid by an individual must show the Bidder’s name and official address.
- 12.07 A Bid by a joint venture must be executed by an authorized representative of each joint venturer in the manner indicated on the Bid Form. The joint venture must have been formally established prior to submittal of a Bid, and the official address of the joint venture must be shown.

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- 12.08 All names must be printed in ink below the signatures.
- 12.09 The Bid must contain an acknowledgment of receipt of all Addenda, the numbers of which must be filled in on the Bid Form.
- 12.10 Postal and e-mail addresses and telephone number for communications regarding the Bid must be shown.
- 12.11 The Bid must contain evidence of Bidder's authority to do business in New York State, or Bidder must certify in writing that it will obtain such authority within the time for acceptance of Bids and attach such certification to the Bid.

ARTICLE 13—BASIS OF BID

13.01 *Lump Sum*

- A. Bidders must submit a Bid on a lump sum basis as set forth in the Bid Form.

13.02 *Base Bid with Alternates*

- A. Bidders must submit a Bid on a lump sum basis for the base Bid and include a separate price for each alternate described in the Bidding Documents and as provided for in the Bid Form. The price for each alternate will be the amount added to the base Bid if Owner selects the alternate.
- B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form

ARTICLE 14—SUBMITTAL OF BID

- 14.01 A Bid must be received no later than the date and time prescribed and at the place indicated in the Advertisement and must be enclosed in a sealed, plainly marked opaque package with the Project title, the Contract Number, and the name and address of Bidder, and must be accompanied by the Bid security and other required documents. If a Bid is sent by mail or other delivery system, the sealed envelope containing the Bid must be enclosed in a separate package plainly marked on the outside with the notation "BID ENCLOSED." A mailed Bid must be addressed to the location designated in the Advertisement.
- 14.02 Bids received after the date and time prescribed for the opening of bids, or not submitted at the correct location or in the designated manner, will not be accepted and will be returned to the Bidder unopened.
- 14.03 If the Work consists of more than one contract, Bidders may submit Bids for one or more of the contracts for which they are qualified to bid. Each Bid must be submitted in a separate envelope with all the required documents including Bid security
 - A. Envelopes containing more than one Bid will not be accepted.

ARTICLE 15—MODIFICATION AND WITHDRAWAL OF BID

- 15.01 An unopened Bid may be withdrawn by an appropriate document duly executed in the same manner that a Bid must be executed and delivered to the place where Bids are to be submitted

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prior to the date and time for the opening of Bids. Upon receipt of such notice, the unopened Bid will be returned to the Bidder.

- 15.02 If a Bidder wishes to modify its Bid prior to Bid opening, Bidder must withdraw its initial Bid in the manner specified in Paragraph 15.01 and submit a new Bid prior to the date and time for the opening of Bids.
- 15.03 If within 3 business days after Bids are opened any Bidder files a duly signed written notice with Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, the Bidder may withdraw its Bid, and the Bid security will be returned.

ARTICLE 16—OPENING OF BIDS

- 16.01 Bids will be opened at the time and place indicated in the Advertisement and, unless obviously non-responsive, read aloud publicly.
- 16.02 Following the Bid opening, Bid results will be posted at <http://www3.erie.gov/dsm> under the “Bid Results” tab.

ARTICLE 17—BIDS TO REMAIN SUBJECT TO ACCEPTANCE

- 17.01 All Bids will remain subject to acceptance for the period of time stated in the Bid Form, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to the end of this period.

ARTICLE 18—EVALUATION OF BIDS AND AWARD OF CONTRACT

- 18.01 Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner also reserves the right to waive any minor Bid Informality not involving price, time, or changes in the Work.
- 18.02 Owner will reject the Bid of any Bidder that Owner finds, after reasonable inquiry and evaluation, to not be responsible.
- 18.03 If Bidder purports to add terms or conditions to its Bid, takes exception to any provision of the Bidding Documents, or attempts to alter the contents of the Contract Documents for purposes of the Bid, whether in the Bid itself or in a separate communication to Owner or Engineer, then Owner will reject the Bid as nonresponsive.
- 18.04 If Owner awards the contract for the Work, such award will be to the responsible Bidder submitting the lowest responsive Bid.
- 18.05 *Evaluation of Bids*
 - A. In evaluating Bids, Owner will consider whether the Bids comply with the prescribed requirements, and such alternates, unit prices, and other data, as may be requested in the Bid Form or prior to the Notice of Award.
 - B. In the comparison of Bids, alternates will be applied in the same order of priority as listed in the Bid Form. To determine the Bid prices for purposes of comparison, Owner will announce to all bidders a “Base Bid plus alternates” budget after receiving all Bids, but prior to opening them. For comparison purposes alternates will be accepted, following the order of priority

00 21 13, Instructions to Bidders

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established in the Bid Form, until doing so would cause the budget to be exceeded. After determination of the Successful Bidder based on this comparative process and on the responsiveness, responsibility, and other factors set forth in these Instructions, the award may be made to said Successful Bidder on its base Bid and any combination of its additive alternate Bids for which Owner determines funds will be available at the time of award.

- C. For the determination of the apparent low Bidder when unit price bids are submitted, Bids will be compared on the basis of the total of the products of the estimated quantity of each item and unit price Bid for that item, together with any lump sum items.
- 18.06 Owner may conduct such investigations as Owner deems necessary to establish the responsibility, qualifications, and financial ability of Bidders and any proposed Subcontractors or Suppliers.

ARTICLE 19—BONDS AND INSURANCE

- 19.01 Article 6 of the General Conditions, as may be modified by the Supplementary Conditions, sets forth Owner's requirements as to Performance and Payment Bonds, other required bonds (if any), and insurance. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by required bonds and insurance documentation.
- 19.02 Article 8, Bid Security, of these Instructions, addresses any requirements for providing Bid Bonds as part of the bidding process.

ARTICLE 20—SIGNING OF AGREEMENT

- 20.01 The acceptance of a Bid will be a Notice of Award signed by the duly authorized representative of the Owner and no other act of the Owner shall constitute the acceptance.
- 20.02 When Owner issues a Notice of Award to the Successful Bidder, it will be accompanied by the unexecuted counterparts of the Agreement along with the other Contract Documents as identified in the Agreement. Within 15 days thereafter, Successful Bidder must execute and deliver the required number of counterparts of the Agreement and any bonds and insurance documentation required to be delivered by the Contract Documents to Owner. Within 15 days thereafter, Owner will deliver one fully executed counterpart of the Agreement to Successful Bidder, together with printed and electronic copies of the Contract Documents as stated in Paragraph 2.02 of the General Conditions.

ARTICLE 21—EXEMPTION FROM SALES AND COMPENSATING USE TAXES

- 21.01 In computing their bids, Bidders are not to include the sales and compensating use taxes of the State of New York or of any city and county in the State of New York for any supplies or materials to be sold to the Owner, which is exempt from such taxes.

ARTICLE 22— STATUTORY AND FUNDING-FINANCING REQUIREMENTS

- 22.01 Bidders' attention is directed to the following Sections:
- A. 00 73 36, Equal Employment Opportunity Requirements;
 - B. 00 73 38, Apprenticeship Requirements;
 - C. 00 73 39, Minority Business Enterprise Requirements;

00 21 13, Instructions to Bidders

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- D. 00 73 40, Disadvantaged Worker Requirements.
 - E. 00 73 43, Wage Rate Requirements;
 - F. 00 73 75, Local Agency Requirements.
- 22.02 With the Bid, within 3 days of the Bid Opening, or at Owner's request, the three (3) lowest Bidders must submit Minority Business Enterprises documentation if Section 00 73 39 Minority Business Enterprise Requirements is included.
- 22.03 **ERIE COUNTY EXECUTIVE ORDER #18:** The project contemplated by this Request for Bids may be subject to Erie County Executive Order #18 which is attached hereto along with its Rules and Regulations for reference as Section 00 73 40 Articles 1 and 2. **All bids must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto as Erie County Executive Order #18 Attestation and Statement of Workforce in Section 00 73 40. Any bids received which do not include such attestation or include an incomplete attestation may be deemed non-responsive.** Be advised that the Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force goals using LCPTracker software.
- 22.04 A Bidder's failure to submit required information within the times indicated may disqualify Bidder from receiving an award of the Contract.

00 21 13, Instructions to Bidders

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BID FORM

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: Erie County Commissioner of Environment and Planning
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. New York State Vendor Responsibility Questionnaire Form CCA-2 with supporting attachments A & B, and attachment C when included or requested (from Section 00 73 75);
 - C. Exhibit BF-1 - Certificate of Non-Collusion;
 - D. Exhibit BF-2 - Waiver of Immunity Certification;
 - E. Exhibit BF-3 – Confined Space and OSHA 10 Compliance Certifications;
 - F. Exhibit BF-4 - Certification for Contracts, Grants, Loans, And Cooperative Agreements 40 CFR 34;
 - G. Equal Pay Certification (from Section 00 73 36);
 - H. New York State Certified Apprenticeship Training Program Certification (from Section 00 73 38);
 - I. Prime Contractor Affidavit (from Section 00 73 39);
 - J. Minority /Women-Owned Business Enterprises and Service-Disabled Veteran-Owned Businesses Part A and/or Waiver (from Section 00 73 39)];
 - K. Erie County Executive Order #18 Attestation and Statement of Workforce and Waiver, when included or requested (from Section 00 73 40);
 - L. Acknowledgement of Wage Schedule Receipt (from Section 00 73 43);
 - M. Certificate of Contractor registration and Acknowledgment of NYSDOL Registration

00 41 13, Bid Form

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ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Lump Sum Bids*

- A. Bidder will complete the Work in accordance with the Contract Documents for the following lump sum (stipulated) price(s), together with any Unit Prices indicated in Paragraph 3.02:

Lump Sum Price (Single Lump Sum)

General Construction Lump Sum Bid	\$

- B. Total of Lump Sum Bid Items

Total of all Lump Sum Bid Items	\$

ARTICLE 4—BASIS OF BID—COST-PLUS FEE – NOT USED

ARTICLE 5—PRICE-PLUS-TIME BID - NOT USED

ARTICLE 6—TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated and special damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA.

7.01 *Bid Acceptance Period*

- A. This Bid will remain subject to acceptance for 45 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

- A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date

00 41 13, Bid Form

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ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 *Bidder's Representations*

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
 2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
 6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
 7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
 9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.
12. Bidder is aware that Successful Bidder will need to comply with Erie County Executive Order 13 (2014). See Section 00 73 36.
13. Bidder is aware that Successful Bidder will need to comply with Erie County Executive Order 18 (2017). See Section 00 73 40.

8.02 *Bidder's Certifications*

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
 - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
 - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
 - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
 - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

00 41 13, Bid Form

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BIDDER hereby submits this Bid as set forth above:

Bidder:

(typed or printed name of organization)

By:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

(individual's signature)

Name:

(typed or printed)

Title:

(typed or printed)

Date:

(typed or printed)

Address for giving notices:

Bidder's Contact:

Name:

(typed or printed)

Title:

(typed or printed)

Phone:

Email:

Address:

Bidder's Contractor License No.: (if applicable)

00 41 13, Bid Form

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EXHIBIT BF-1 – CERTIFICATE OF NON-COLLUSION

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 their knowledge and belief:

(a) The prices of 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 with any competitor;

(b) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

(c) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

By: _____
Contractor's Signature Business Name

Name: _____ Date: _____
Typed or Printed Name

Title: _____

00 41 13, Bid Form

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EXHIBIT BF-2 – WAIVER OF IMMUNITY CERTIFICATION

This is to CERTIFY that neither the undersigned nor any member, partner, director, or officer of the firm has refused to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning a transaction or contract with the state or any political subdivision thereof, a public authority or with a public department, agency or official of the state or of any political subdivision thereof or of a public authority, when called before a grand jury, head of a state department, temporary state commission, or other state agency, the organized crime task force in the department of law, head of a city department or other city agency, which is empowered to compel the attendance of witnesses and examine them under oath.

(CORPORATE SEAL)

(If bid is by a Corporation)

By: _____

Contractor's Signature

Business Name

Name: _____ Date: _____

Typed or Printed Name

Title: _____

00 41 13, Bid Form

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EXHIBIT BF-3 – CONFINED SPACE AND OSHA 10 COMPLIANCE CERTIFICATIONS

CONFINED SPACE PROGRAM CERTIFICATION

This is to certify that _____ has established a
(Company Name)

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

OSHA 10 COMPLIANCE CERTIFICATION

(Chapter 282 of Law of 2007, codified as Labor Law 220-h)

Contractor certifies that every worker employed in the performance of this contract has completed the OSHA 10 Safety Training Course. The Contractor will submit a copy of Proof of Completion of the OSHA 10 Safety Training Course for all workers, Contractors and Subcontractors, with the first certified payroll submitted and on succeeding certified payrolls when any new employee is on the contract. Proof of Completion may include a copy of a bona fide course completion card; a training roster, attendance record, or other documentation from the certified trainer; and/or other valid proof. A certification by the Contractor attesting that all employees have completed such course is not sufficient proof that the course has been completed.

Furthermore, it is understood that completion of the OSHA 10 Safety Training Course by all workers, contractors and subcontractors employed in the performance of this Contract is a requirement of this contract.

By: _____
Contractor's Signature Business Name

Name: _____ Date: _____
Typed or Printed Name

Title: _____

00 41 13, Bid Form

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EXHIBIT BF-4 CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

40 CFR 34

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

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

By: _____
Contractor's Signature Business Name

Name: _____ Date: _____
Typed or Printed Name

Title: _____

00 41 13, Bid Form

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BID BOND (DAMAGES FORM)

Bidder Name: _____ Address <i>(principal place of business)</i> : _____	Surety Name: _____ Address <i>(principal place of business)</i> : _____
Owner Name: Erie County Department of Environment and Planning Address <i>(principal place of business)</i> : 95 Franklin Street, Room 1034 Buffalo, NY 14202	Bid Project <i>(name and location)</i> : Erie County Sewer District No.3, Contract 86R, Blasdel Village Barn Bid Due Date: September 16, 2026
Bond Bond Amount: _____ Date of Bond: _____	
Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.	
Bidder	Surety
_____ <i>(Full formal name of Bidder)</i>	_____ <i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature) (Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid, as determined by Owner, for the work required by the Contract Documents, provided that:
 - 1.1. If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the bond amount set forth on the face of this Bond, and
 - 1.2. In no event will Bidder's and Surety's obligation hereunder exceed the bond amount set forth on the face of this Bond.
 - 1.3. Recovery under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
 - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2. All Bids are rejected by Owner, or
 - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions will not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond must be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

AGREEMENT

This Agreement is by and between County of Erie on behalf of Erie County Sewer District No. 3 ("Owner"), acting herein through its County Executive, and _____ ("Contractor").

Terms used in this Agreement have the meanings stated in the General Conditions and the Supplementary Conditions.

Owner and Contractor hereby agree as follows:

ARTICLE 1—WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: The project includes the construction of approximately 1,500 square feet (sf) maintenance building. The general contract includes construction of building and site development inclusive of utilities, site work, concrete foundation and flat work. The installation of all heating and electrical equipment to be included in general contract.

ARTICLE 2—THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: The project includes the construction of approximately 1,500 square feet (sf) maintenance building. The general contract includes construction of building and site development inclusive of utilities, site work, concrete foundation and flat work. The installation of all heating and electrical equipment to be included in general contract.

ARTICLE 3—ENGINEER

- 3.01 ECDSM staff will assume all duties and responsibilities of Engineer

ARTICLE 4—CONTRACT TIMES

- 4.01 Time is of the Essence
- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 4.02 Contract Times:
- A. The Work will be substantially complete on or before September 1, 2027, completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions On or before October 1, 2027.
- 4.03 Liquidated Damages
- A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the Contract Times, as duly modified. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by Owner if the Work is not completed on time.

00 52 13, Agreement

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Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. *Substantial Completion*: Contractor shall pay Owner \$120 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for Substantial Completion, until the Work is substantially complete.
 2. Liquidated damages for failing to timely attain Milestones and Substantial Completion are not additive and will not be imposed concurrently.
- B. If Owner recovers liquidated damages for a delay in completion by Contractor, then such liquidated damages are Owner's sole and exclusive remedy for such delay, and Owner is precluded from recovering any other damages, whether actual, direct, excess, or consequential, for such delay, except for special damages (if any) specified in this Agreement.

ARTICLE 5—CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents, the amounts that follow, subject to adjustment under the Contract:
- A. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.
 - B. It is understood by Parties that this agreement shall be executory only to the extent of the monies available to the County of Erie and appropriated therefore, a no liability on account thereof shall be incurred by the County beyond monies available and appropriated for the purposes thereof.

ARTICLE 6—PAYMENT PROCEDURES

- 6.01 Submittal and Processing of Payments
- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.
- 6.02 Progress Payments; Retainage
- A. Owner shall make progress payments on the basis of Contractor's Applications for Payment within 45 days of receipt as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed).
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.

- a. 95 percent of the value of the Work completed (with the balance being retainage); and
 - b. for materials and equipment not incorporated in the Work, 90 percent of the amount of the supplier's invoice (with the balance being retainage).
 - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.
- 6.03 Final Payment
- A. Upon final completion and acceptance of the Work, Owner shall pay the remainder of the Contract Price in accordance with Paragraph 15.06 of the General Conditions.
- 6.04 Consent of Surety
- A. Owner will not make final payment, or return or release retainage at Substantial Completion or any other time, unless Contractor submits written consent of the surety to such payment, return, or release.

ARTICLE 7—CONTRACT DOCUMENTS

7.01 Contents

- A. The Contract Documents consist of all of the following:
 - 1. This Agreement.
 - 2. Bonds:
 - a. Performance bond (together with power of attorney).
 - b. Payment bond (together with power of attorney).
 - 3. General Conditions.
 - 4. Supplementary Conditions.
 - 5. Equal Employment Opportunity Requirements (Section 00 73 36 comprised of **8** pages)
 - 6. Apprenticeship Requirements (Section 00 73 38 comprised of **10** pages)
 - 7. Minority Business Enterprise Requirements (Section 00 73 39 comprised of **19** pages)
 - 8. Disadvantaged Worker Requirements (Section 00 73 40 comprised of **11** pages)
 - 9. Wage Rate Requirements (Section 00 73 43 comprised of **5** pages)
 - 10. Local Agency Requirements (Section 00 73 75 comprised of **25** pages)
 - 11. Specifications as listed in the table of contents of the project manual (copy of list attached).

00 52 13, Agreement

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12. Drawings (not attached but incorporated by reference) consisting of **6** sheets with each sheet bearing the following general title: **Erie County Sewer District No. 3, Contract No. 86R, Blasdel Village Barn**
 13. Addenda (numbers _____)
 14. Exhibits to this Agreement (enumerated as follows):
 - a. Bid and Bid Form Exhibits
 15. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The Contract Documents listed in Paragraph 7.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 7.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the Contract.

ARTICLE 8—REPRESENTATIONS, CERTIFICATIONS, AND STIPULATIONS

8.01 Contractor's Representations

- A. In order to induce Owner to enter into this Contract, Contractor makes the following representations:
1. Contractor has examined and carefully studied the Contract Documents, including Addenda.
 2. Contractor has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 3. Contractor is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
 4. Contractor has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
 5. Contractor has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.

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6. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (c) Contractor's safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
9. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.
12. Contractor will comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached hereto and made a part hereof. Contractor shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Contractor's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Contract and may constitute grounds for determining that the Contractor is not qualified to participate in future County contracts.
13. Contractor shall comply with the requirements of Erie County Executive Order No. 18 as described in this Paragraph 8.01.A.13.
 - a. **ERIE COUNTY EXECUTIVE ORDER #18:** The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the Project contemplated herein is subject to the provisions of Erie County Executive Order #18 which is attached hereto for reference as Exhibit Section 00 73 40 Articles 1 and 2. Prior to the final execution of this Agreement, Contractor

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shall furnish to the County a fully executed and verified Local and Disadvantaged Worker Compliance Certification. A fillable Certification is attached hereto as Exhibit Section 00 73 40 Article 3. Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force goals using LCPTracker software. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

8.02 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 8.02:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

8.03 Standard General Conditions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are EJCDC® C-700, Standard General Conditions for the Construction Contract (2018), published by the Engineers Joint Contract Documents Committee, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on _____ (which is the Effective Date of the Contract).

LEGISLATURE MINUTES

DATE

PAGE

ITEM

_____ 20____ Owner: _____ _____ (typed or printed name of organization) By: _____ (individual's signature) Date: _____ (date signed) Name: <u>Lisa Chimera</u> (typed or printed) Title: <u>County Executive/Deputy County Executive</u> (typed or printed) Attest: _____ (individual's signature) Title: _____ (typed or printed) Address for giving notices: <u>95 Franklin Street</u> <u>Buffalo, NY 14202</u> Designated Representative: Name: _____ (typed or printed) Title: _____ (typed or printed) Address: _____ _____ _____ Phone: _____ Email: _____	_____ Contractor: _____ _____ (typed or printed name of organization) By: _____ (individual's signature) Date: _____ (date signed) Name: _____ (typed or printed) Title: _____ (typed or printed) (If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.) Attest: _____ (individual's signature) Title: _____ (typed or printed) Address for giving notices: _____ _____ _____ Designated Representative: Name: _____ (typed or printed) Title: _____ (typed or printed) Address: _____ _____ _____ Phone: _____ Email: _____

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(If [Type of Entity] is a corporation, attach evidence of authority to sign. If [Type of Entity] is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)

License No.: _____
(where applicable)

State: _____

RECOMMENDED BY:

APPROVED AS TO CONTENT:

JOSEPH L. FIEGL, P.E.
Deputy Commissioner
Division of Sewerage Management
Erie County, New York
DATE: _____

(Electronically Signed)
DANIEL CASTLE, AICP
Commissioner, Department of
Environment & Planning
Erie County, New York
DATE: _____

APPROVED AS TO FORM

(Electronically Signed)
RICHARD STANTON
Assistant County Attorney
Erie County, New York
DOCUMENT NO.: _____
DATE: _____

00 52 13, Agreement

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PERFORMANCE BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: County of Erie Mailing address <i>(principal place of business)</i> : 95 Franklin Street Buffalo, NY 14202	Contract Description <i>(name and location)</i> : Erie County Sewer District No. 3, Contract 86R, Blasdel Village Barn Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 16	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Performance Bond, do each cause this Performance Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.
2. If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Paragraph 3.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond will arise after:
 - 3.1. The Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice may indicate whether the Owner is requesting a conference among the Owner, Contractor, and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Paragraph 3.1 will be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor, and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement does not waive the Owner's right, if any, subsequently to declare a Contractor Default;
 - 3.2. The Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
 - 3.3. The Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.
4. Failure on the part of the Owner to comply with the notice requirement in Paragraph 3.1 does not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.
5. When the Owner has satisfied the conditions of Paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 5.1. Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;
 - 5.2. Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;
 - 5.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owners concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Paragraph 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or
 - 5.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor, and with reasonable promptness under the circumstances:

- 5.4.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
 - 5.4.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.
- 6. If the Surety does not proceed as provided in Paragraph 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Paragraph 5.4, and the Owner refuses the payment, or the Surety has denied liability, in whole or in part, without further notice, the Owner shall be entitled to enforce any remedy available to the Owner.
- 7. If the Surety elects to act under Paragraph 5.1, 5.2, or 5.3, then the responsibilities of the Surety to the Owner will not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety will not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication for:
 - 7.1. the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
 - 7.2. additional legal, design professional, and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Paragraph 5; and
 - 7.3. liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.
- 8. If the Surety elects to act under Paragraph 5.1, 5.3, or 5.4, the Surety's liability is limited to the amount of this Bond.
- 9. The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price will not be reduced or set off on account of any such unrelated obligations. No right of action will accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors, and assigns.
- 10. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
- 11. Any proceeding, legal or equitable, under this Bond must be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and must be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum periods of limitations available to sureties as a defense in the jurisdiction of the suit will be applicable.
- 12. Notice to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears.
- 13. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted therefrom and provisions conforming to such

statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.

14. Definitions

- 14.1. *Balance of the Contract Price*—The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made including allowance for the Contractor for any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.
 - 14.2. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.
 - 14.3. *Contractor Default*—Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.
 - 14.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 14.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
15. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
16. Modifications to this Bond are as follows: **[None]**

PAYMENT BOND

Contractor Name: Address <i>(principal place of business)</i> :	Surety Name: Address <i>(principal place of business)</i> :
Owner Name: County of Erie Mailing address <i>(principal place of business)</i> : 95 Franklin Street Buffalo, NY 14202	Contract Description <i>(name and location)</i> : Erie County Sewer District No.3, Contract No.86R, Blasdel Village Barn Contract Price: Effective Date of Contract:
Bond Bond Amount: Date of Bond: <i>(Date of Bond cannot be earlier than Effective Date of Contract)</i> Modifications to this Bond form: ☐ None ☐ See Paragraph 18	
Surety and Contractor, intending to be legally bound hereby, subject to the terms set forth in this Payment Bond, do each cause this Payment Bond to be duly executed by an authorized officer, agent, or representative.	
Contractor as Principal	Surety
<i>(Full formal name of Contractor)</i>	<i>(Full formal name of Surety) (corporate seal)</i>
By: _____ <i>(Signature)</i>	By: _____ <i>(Signature)(Attach Power of Attorney)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
Attest: _____ <i>(Signature)</i>	Attest: _____ <i>(Signature)</i>
Name: _____ <i>(Printed or typed)</i>	Name: _____ <i>(Printed or typed)</i>
Title: _____	Title: _____
<i>Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party is considered plural where applicable.</i>	

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond will arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond will arise after the following:
 - 5.1. Claimants who do not have a direct contract with the Contractor
 - 5.1.1. have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2. have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2. Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1. Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2. Pay or arrange for payment of any undisputed amounts.
 - 7.3. The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 will not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety

shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

8. The Surety's total obligation will not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond will be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract will be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfying obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders, and other obligations.
12. No suit or action will be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit will be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor must be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, will be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement will be deemed deleted here from and provisions conforming to such statutory or other legal requirement will be deemed incorporated herein. When so furnished, the intent is that this Bond will be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

16. Definitions

16.1. *Claim*—A written statement by the Claimant including at a minimum:

16.1.1. The name of the Claimant;

16.1.2. The name of the person for whom the labor was done, or materials or equipment furnished;

- 16.1.3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 - 16.1.4. A brief description of the labor, materials, or equipment furnished;
 - 16.1.5. The date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
 - 16.1.6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 - 16.1.7. The total amount of previous payments received by the Claimant; and
 - 16.1.8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2. *Claimant*—An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond is to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
- 16.3. *Construction Contract*—The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
- 16.4. *Owner Default*—Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
- 16.5. *Contract Documents*—All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond will be deemed to be Subcontractor and the term Owner will be deemed to be Contractor.
18. Modifications to this Bond are as follows: **[None]**

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

ARTICLE 1—DEFINITIONS AND TERMINOLOGY

1.01 *Defined Terms*

- A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.
 2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.
 3. *Application for Payment*—The document prepared by Contractor, in a form acceptable to Engineer, to request progress or final payments, and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. *Bidder*—An individual or entity that submits a Bid to Owner.
 6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.
 7. *Bidding Requirements*—The Advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.
 8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.
 9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Contract.
 10. *Claim*
 - a. A demand or assertion by Owner directly to Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment of Contract Price or Contract Times; contesting an initial decision by Engineer concerning the

requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Engineer's decision regarding a Change Proposal; seeking resolution of a contractual issue that Engineer has declined to address; or seeking other relief with respect to the terms of the Contract.

- b. A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein, contesting Engineer's decision regarding a Change Proposal, or seeking resolution of a contractual issue that Engineer has declined to address.
 - c. A demand or assertion by Owner or Contractor, duly submitted in compliance with the procedural requirements set forth herein, made pursuant to Paragraph 12.01.A.4, concerning disputes arising after Engineer has issued a recommendation of final payment.
 - d. A demand for money or services by a third party is not a Claim.
- 11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
 - 12. *Contract*—The entire and integrated written contract between Owner and Contractor concerning the Work.
 - 13. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.
 - 14. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents.
 - 15. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.
 - 16. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work.
 - 17. *Cost of the Work*—See Paragraph 13.01 for definition.
 - 18. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
 - 19. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.
 - 20. *Electronic Document*—Any Project-related correspondence, attachments to correspondence, data, documents, drawings, information, or graphics, including but not limited to Shop Drawings and other Submittals, that are in an electronic or digital format.
 - 21. *Electronic Means*—Electronic mail (email), upload/download from a secure Project website, or other communications methods that allow: (a) the transmission or communication of Electronic Documents; (b) the documentation of transmissions, including sending and receipt; (c) printing of the transmitted Electronic Document by the

recipient; (d) the storage and archiving of the Electronic Document by sender and recipient; and (e) the use by recipient of the Electronic Document for purposes permitted by this Contract. Electronic Means does not include the use of text messaging, or of Facebook, Twitter, Instagram, or similar social media services for transmission of Electronic Documents.

- 22. *Engineer*—The individual or entity named as such in the Agreement.
- 23. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.
- 24. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto.
 - a. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated into the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, is not a Hazardous Environmental Condition.
 - b. The presence of Constituents of Concern that are to be removed or remediated as part of the Work is not a Hazardous Environmental Condition.
 - c. The presence of Constituents of Concern as part of the routine, anticipated, and obvious working conditions at the Site, is not a Hazardous Environmental Condition.
- 25. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and binding decrees, resolutions, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 26. *Liens*—Charges, security interests, or encumbrances upon Contract-related funds, real property, or personal property.
- 27. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date, or by a time prior to Substantial Completion of all the Work.
- 28. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.
- 29. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.
- 30. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.
- 31. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising Contractor's plan to accomplish the Work within the Contract Times.
- 32. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

33. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site. As used herein, the term Resident Project Representative (RPR) includes any assistants or field staff of Resident Project Representative.
34. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
35. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer’s review of the submittals.
36. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor’s Applications for Payment.
37. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.
38. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands or areas furnished by Owner which are designated for the use of Contractor.
39. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
40. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
41. *Submittal*—A written or graphic document, prepared by or for Contractor, which the Contract Documents require Contractor to submit to Engineer, or that is indicated as a Submittal in the Schedule of Submittals accepted by Engineer. Submittals may include Shop Drawings and Samples; schedules; product data; Owner-delegated designs; sustainable design information; information on special procedures; testing plans; results of tests and evaluations, source quality-control testing and inspections, and field or Site quality-control testing and inspections; warranties and certifications; Suppliers’ instructions and reports; records of delivery of spare parts and tools; operations and maintenance data; Project photographic documentation; record documents; and other such documents required by the Contract Documents. Submittals, whether or not approved or accepted by Engineer, are not Contract Documents. Change Proposals, Change Orders, Claims, notices, Applications for Payment, and requests for interpretation or clarification are not Submittals.
42. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion of such Work.

43. *Successful Bidder*—The Bidder to which the Owner makes an award of contract.
44. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.
45. *Supplier*—A manufacturer, fabricator, supplier, distributor, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
46. *Technical Data*
- a. Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (1) existing subsurface conditions at or adjacent to the Site, or existing physical conditions at or adjacent to the Site including existing surface or subsurface structures (except Underground Facilities) or (2) Hazardous Environmental Conditions at the Site.
 - b. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then Technical Data is defined, with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06, as the data contained in boring logs, recorded measurements of subsurface water levels, assessments of the condition of subsurface facilities, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical, environmental, or other Site or facilities conditions report prepared for the Project and made available to Contractor.
 - c. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data, and instead Underground Facilities are shown or indicated on the Drawings.
47. *Underground Facilities*—All active or not-in-service underground lines, pipelines, conduits, ducts, encasements, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or systems at the Site, including but not limited to those facilities or systems that produce, transmit, distribute, or convey telephone or other communications, cable television, fiber optic transmissions, power, electricity, light, heat, gases, oil, crude oil products, liquid petroleum products, water, steam, waste, wastewater, storm water, other liquids or chemicals, or traffic or other control systems. An abandoned facility or system is not an Underground Facility.
48. *Unit Price Work*—Work to be paid for on the basis of unit prices.
49. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents.
50. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

- A. The words and terms discussed in Paragraphs 1.02.B, C, D, and E are not defined terms that require initial capital letters, but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.
- B. *Intent of Certain Terms or Adjectives:* The Contract Documents include the terms “as allowed,” “as approved,” “as ordered,” “as directed” or terms of like effect or import to authorize an exercise of professional judgment by Engineer. In addition, the adjectives “reasonable,” “suitable,” “acceptable,” “proper,” “satisfactory,” or adjectives of like effect or import are used to describe an action or determination of Engineer as to the Work. It is intended that such exercise of professional judgment, action, or determination will be solely to evaluate, in general, the Work for compliance with the information in the Contract Documents and with the design concept of the Project as a functioning whole as shown or indicated in the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective is not intended to and shall not be effective to assign to Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility contrary to the provisions of Article 10 or any other provision of the Contract Documents.
- C. *Day:* The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.
- D. *Defective:* The word “defective,” when modifying the word “Work,” refers to Work that is unsatisfactory, faulty, or deficient in that it:
 - 1. does not conform to the Contract Documents;
 - 2. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or
 - 3. has been damaged prior to Engineer’s recommendation of final payment (unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion in accordance with Paragraph 15.03 or Paragraph 15.04).
- E. *Furnish, Install, Perform, Provide*
 - 1. The word “furnish,” when used in connection with services, materials, or equipment, means to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.
 - 2. The word “install,” when used in connection with services, materials, or equipment, means to put into use or place in final position said services, materials, or equipment complete and ready for intended use.
 - 3. The words “perform” or “provide,” when used in connection with services, materials, or equipment, means to furnish and install said services, materials, or equipment complete and ready for intended use.
 - 4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words “furnish,” “install,” “perform,” or “provide,” then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

- F. *Contract Price or Contract Times*: References to a change in “Contract Price or Contract Times” or “Contract Times or Contract Price” or similar, indicate that such change applies to (1) Contract Price, (2) Contract Times, or (3) both Contract Price and Contract Times, as warranted, even if the term “or both” is not expressed.
- G. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2—PRELIMINARY MATTERS

2.01 *Delivery of Performance and Payment Bonds; Evidence of Insurance*

- A. *Performance and Payment Bonds*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner the performance bond and payment bond (if the Contract requires Contractor to furnish such bonds).
- B. *Evidence of Contractor’s Insurance*: When Contractor delivers the signed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each additional insured (as identified in the Contract), the certificates, endorsements, and other evidence of insurance required to be provided by Contractor in accordance with Article 6, except to the extent the Supplementary Conditions expressly establish other dates for delivery of specific insurance policies.
- C. *Evidence of Owner’s Insurance*: After receipt of the signed counterparts of the Agreement and all required bonds and insurance documentation, Owner shall promptly deliver to Contractor, with copies to each additional insured (as identified in the Contract), the certificates and other evidence of insurance required to be provided by Owner under Article 6.

2.02 *Copies of Documents*

- A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.
- B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals. Owner shall make such original printed record version of the Contract available to Contractor for review. Owner may delegate the responsibilities under this provision to Engineer.

2.03 *Before Starting Construction*

- A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise required by the Contract Documents), Contractor shall submit to Engineer for timely review:
 - 1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;
 - 2. a preliminary Schedule of Submittals; and
 - 3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work

into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference; Designation of Authorized Representatives*

- A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work, and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other Submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.
- B. At this conference Owner and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.05 *Acceptance of Schedules*

- A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, and others as appropriate, will be held to review the schedules submitted in accordance with Paragraph 2.03.A. No progress payment will be made to Contractor until acceptable schedules are submitted to Engineer.
 - 1. The Progress Schedule will be acceptable to Engineer if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.
 - 2. Contractor's Schedule of Submittals will be acceptable to Engineer if it provides a workable arrangement for reviewing and processing the required submittals.
 - 3. Contractor's Schedule of Values will be acceptable to Engineer as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.
 - 4. If a schedule is not acceptable, Contractor will have an additional 10 days to revise and resubmit the schedule.

2.06 *Electronic Transmittals*

- A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may send, and shall accept, Electronic Documents transmitted by Electronic Means.
- B. If the Contract does not establish protocols for Electronic Means, then Owner, Engineer, and Contractor shall jointly develop such protocols.
- C. Subject to any governing protocols for Electronic Means, when transmitting Electronic Documents by Electronic Means, the transmitting party makes no representations as to long-term compatibility, usability, or readability of the Electronic Documents resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the Electronic Documents.

ARTICLE 3—CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

- A. The Contract Documents are complementary; what is required by one Contract Document is as binding as if required by all.
- B. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents.
- C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic versions of the Contract Documents (including any printed copies derived from such electronic versions) and the printed record version, the printed record version will govern.
- D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.
- E. Engineer will issue clarifications and interpretations of the Contract Documents as provided herein.
- F. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation will be deemed stricken, and all remaining provisions will continue to be valid and binding upon Owner and Contractor, which agree that the Contract Documents will be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- G. Nothing in the Contract Documents creates:
 - 1. any contractual relationship between Owner or Engineer and any Subcontractor, Supplier, or other individual or entity performing or furnishing any of the Work, for the benefit of such Subcontractor, Supplier, or other individual or entity; or
 - 2. any obligation on the part of Owner or Engineer to pay or to see to the payment of any money due any such Subcontractor, Supplier, or other individual or entity, except as may otherwise be required by Laws and Regulations.

3.02 *Reference Standards*

- A. *Standards Specifications, Codes, Laws and Regulations*
 - 1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, means the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.
 - 2. No provision of any such standard specification, manual, reference standard, or code, and no instruction of a Supplier, will be effective to change the duties or responsibilities of Owner, Contractor, or Engineer from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner or Engineer any duty or authority to supervise or direct the performance of the Work, or any duty or authority to undertake responsibility

inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*

1. *Contractor's Verification of Figures and Field Measurements:* Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to Engineer any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
2. *Contractor's Review of Contract Documents:* If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer, or by an amendment or supplement to the Contract issued pursuant to Paragraph 11.01.
3. Contractor shall not be liable to Owner or Engineer for failure to report any conflict, error, ambiguity, or discrepancy in the Contract Documents unless Contractor had actual knowledge thereof.

B. *Resolving Discrepancies*

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:
 - a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or
 - b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

- A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer in writing all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work.

- B. Engineer will, with reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.
- C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly notify Owner and Contractor in writing that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

3.05 *Reuse of Documents*

- A. Contractor and its Subcontractors and Suppliers shall not:
 - 1. have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer or its consultants, including electronic media versions, or reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of Owner and Engineer and specific written verification or adaptation by Engineer; or
 - 2. have or acquire any title or ownership rights in any other Contract Documents, reuse any such Contract Documents for any purpose without Owner's express written consent, or violate any copyrights pertaining to such Contract Documents.
- B. The prohibitions of this Paragraph 3.05 will survive final payment, or termination of the Contract. Nothing herein precludes Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4—COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

- A. The Contract Times will commence to run on the 30th day after the Effective Date of the Contract or, if a Notice to Proceed is given, on the day indicated in the Notice to Proceed. A Notice to Proceed may be given at any time within 30 days after the Effective Date of the Contract. In no event will the Contract Times commence to run later than the 60th day after the day of Bid opening or the 30th day after the Effective Date of the Contract, whichever date is earlier.

4.02 *Starting the Work*

- A. Contractor shall start to perform the Work on the date when the Contract Times commence to run. No Work may be done at the Site prior to such date.

4.03 *Reference Points*

- A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the

established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

4.04 *Progress Schedule*

- A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.
 - 1. Contractor shall submit to Engineer for acceptance (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.
 - 2. Proposed adjustments in the Progress Schedule that will change the Contract Times must be submitted in accordance with the requirements of Article 11.
- B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work will be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

- A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times.
- B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.
- C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Such an adjustment will be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
 - 1. Severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
 - 2. Abnormal weather conditions;
 - 3. Acts or failures to act of third-party utility owners or other third-party entities (other than those third-party utility owners or other third-party entities performing other work at or adjacent to the Site as arranged by or under contract with Owner, as contemplated in Article 8); and
 - 4. Acts of war or terrorism.

- D. Contractor's entitlement to an adjustment of Contract Times or Contract Price is limited as follows:
1. Contractor's entitlement to an adjustment of the Contract Times is conditioned on the delay, disruption, or interference adversely affecting an activity on the critical path to completion of the Work, as of the time of the delay, disruption, or interference.
 2. Contractor shall not be entitled to an adjustment in Contract Price for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor. Such a concurrent delay by Contractor shall not preclude an adjustment of Contract Times to which Contractor is otherwise entitled.
 3. Adjustments of Contract Times or Contract Price are subject to the provisions of Article 11.
- E. Each Contractor request or Change Proposal seeking an increase in Contract Times or Contract Price must be supplemented by supporting data that sets forth in detail the following:
1. The circumstances that form the basis for the requested adjustment;
 2. The date upon which each cause of delay, disruption, or interference began to affect the progress of the Work;
 3. The date upon which each cause of delay, disruption, or interference ceased to affect the progress of the Work;
 4. The number of days' increase in Contract Times claimed as a consequence of each such cause of delay, disruption, or interference; and
 5. The impact on Contract Price, in accordance with the provisions of Paragraph 11.07.
- Contractor shall also furnish such additional supporting documentation as Owner or Engineer may require including, where appropriate, a revised progress schedule indicating all the activities affected by the delay, disruption, or interference, and an explanation of the effect of the delay, disruption, or interference on the critical path to completion of the Work.
- F. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5, together with the provisions of Paragraphs 4.05.D and 4.05.E.
- G. Paragraph 8.03 addresses delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

ARTICLE 5—SITE; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

- A. Owner shall furnish the Site. Owner shall notify Contractor in writing of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

- B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.
- C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas, or to improvements, structures, utilities, or similar facilities located at such adjacent lands or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.
 2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.13, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or in a court of competent jurisdiction; and (c) to the fullest extent permitted by Laws and Regulations, indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against any such claim, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any claim or action, legal or equitable, brought by any such owner or occupant against Owner, Engineer, or any other party indemnified hereunder to the extent caused directly or indirectly, in whole or in part by, or based upon, Contractor's performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible.
- B. *Removal of Debris During Performance of the Work:* During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris will conform to applicable Laws and Regulations.
 - C. *Cleaning:* Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment

and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

- D. *Loading of Structures:* Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 *Subsurface and Physical Conditions*

- A. *Reports and Drawings:* The Supplementary Conditions identify:

1. Those reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data;
2. Those drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data; and
3. Technical Data contained in such reports and drawings.

- B. *Underground Facilities:* Underground Facilities are shown or indicated on the Drawings, pursuant to Paragraph 5.05, and not in the drawings referred to in Paragraph 5.03.A. Information and data regarding the presence or location of Underground Facilities are not intended to be categorized, identified, or defined as Technical Data.

- C. *Reliance by Contractor on Technical Data:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b.

- D. *Limitations of Other Data and Documents:* Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings;
3. the contents of other Site-related documents made available to Contractor, such as record drawings from other projects at or adjacent to the Site, or Owner's archival documents concerning the Site; or
4. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 *Differing Subsurface or Physical Conditions*

- A. *Notice by Contractor:* If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site:
1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate;
 2. is of such a nature as to require a change in the Drawings or Specifications;
 3. differs materially from that shown or indicated in the Contract Documents; or
 4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

- B. *Engineer's Review:* After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; determine whether it is necessary for Owner to obtain additional exploration or tests with respect to the condition; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- C. *Owner's Statement to Contractor Regarding Site Condition:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.
- D. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the subsurface or physical condition in question may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the condition in question has been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- E. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in Contract Price or Contract Times, to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in

Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. Such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
 - b. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03; and,
 - c. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E.
2. Contractor shall not be entitled to any adjustment in the Contract Price or Contract Times with respect to a subsurface or physical condition if:
 - a. Contractor knew of the existence of such condition at the time Contractor made a commitment to Owner with respect to Contract Price and Contract Times by the submission of a Bid or becoming bound under a negotiated contract, or otherwise;
 - b. The existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or
 - c. Contractor failed to give the written notice required by Paragraph 5.04.A.
 3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.
- F. *Underground Facilities; Hazardous Environmental Conditions:* Paragraph 5.05 governs rights and responsibilities regarding the presence or location of Underground Facilities. Paragraph 5.06 governs rights and responsibilities regarding Hazardous Environmental Conditions. The provisions of Paragraphs 5.03 and 5.04 are not applicable to the presence or location of Underground Facilities, or to Hazardous Environmental Conditions.

5.05 *Underground Facilities*

- A. *Contractor's Responsibilities:* Unless it is otherwise expressly provided in the Supplementary Conditions, the cost of all of the following are included in the Contract Price, and Contractor shall have full responsibility for:
1. reviewing and checking all information and data regarding existing Underground Facilities at the Site;
 2. complying with applicable state and local utility damage prevention Laws and Regulations;

3. verifying the actual location of those Underground Facilities shown or indicated in the Contract Documents as being within the area affected by the Work, by exposing such Underground Facilities during the course of construction;
 4. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and
 5. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.
- B. *Notice by Contractor:* If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated on the Drawings, or was not shown or indicated on the Drawings with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing regarding such Underground Facility.
- C. *Engineer's Review:* Engineer will:
1. promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated on the Drawings, or was not shown or indicated with reasonable accuracy;
 2. identify and communicate with the owner of the Underground Facility; prepare recommendations to Owner (and if necessary issue any preliminary instructions to Contractor) regarding the Contractor's resumption of Work in connection with the Underground Facility in question;
 3. obtain any pertinent cost or schedule information from Contractor; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and
 4. advise Owner in writing of Engineer's findings, conclusions, and recommendations.
- During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.
- D. *Owner's Statement to Contractor Regarding Underground Facility:* After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.
- E. *Early Resumption of Work:* If at any time Engineer determines that Work in connection with the Underground Facility may resume prior to completion of Engineer's review or Owner's issuance of its statement to Contractor, because the Underground Facility in question and conditions affected by its presence have been adequately documented, and analyzed on a preliminary basis, then the Engineer may at its discretion instruct Contractor to resume such Work.
- F. *Possible Price and Times Adjustments*
1. Contractor shall be entitled to an equitable adjustment in the Contract Price or Contract Times, to the extent that any existing Underground Facility at the Site that was not shown

or indicated on the Drawings, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's cost of, or time required for, performance of the Work; subject, however, to the following:

- a. With respect to Work that is paid for on a unit price basis, any adjustment in Contract Price will be subject to the provisions of Paragraph 13.03;
 - b. Contractor's entitlement to an adjustment of the Contract Times is subject to the provisions of Paragraphs 4.05.D and 4.05.E; and
 - c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Price or Contract Times, then any such adjustment will be set forth in a Change Order.
 3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Price or Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.
 4. The information and data shown or indicated on the Drawings with respect to existing Underground Facilities at the Site is based on information and data (a) furnished by the owners of such Underground Facilities, or by others, (b) obtained from available records, or (c) gathered in an investigation conducted in accordance with the current edition of ASCE 38, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data, by the American Society of Civil Engineers. If such information or data is incorrect or incomplete, Contractor's remedies are limited to those set forth in this Paragraph 5.05.F.

5.06 *Hazardous Environmental Conditions at Site*

A. *Reports and Drawings:* The Supplementary Conditions identify:

1. those reports known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site;
2. drawings known to Owner relating to Hazardous Environmental Conditions that have been identified at or adjacent to the Site; and
3. Technical Data contained in such reports and drawings.

B. *Reliance by Contractor on Technical Data Authorized:* Contractor may rely upon the accuracy of the Technical Data expressly identified in the Supplementary Conditions with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely on the accuracy of the Technical Data as defined in Paragraph 1.01.A.46.b. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures

- of construction to be employed by Contractor, and safety precautions and programs incident thereto;
2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
 3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions or information.
- C. Contractor shall not be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site unless such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.
- D. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.
- E. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and impose a set-off against payments to account for the associated costs.
- F. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.
- G. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, as a result of such Work stoppage, such special conditions under which Work is agreed to be resumed by Contractor, or any costs or expenses incurred in response to the Hazardous Environmental Condition, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off. Entitlement to any such adjustment is subject to the provisions of Paragraphs 4.05.D, 4.05.E, 11.07, and 11.08.
- H. If, after receipt of such written notice, Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special

conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

- I. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to a Hazardous Environmental Condition, provided that such Hazardous Environmental Condition (1) was not shown or indicated in the Drawings, Specifications, or other Contract Documents, identified as Technical Data entitled to limited reliance pursuant to Paragraph 5.06.B, or identified in the Contract Documents to be included within the scope of the Work, and (2) was not created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.I obligates Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- J. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the failure to control, contain, or remove a Constituent of Concern brought to the Site by Contractor or by anyone for whom Contractor is responsible, or to a Hazardous Environmental Condition created by Contractor or by anyone for whom Contractor is responsible. Nothing in this Paragraph 5.06.J obligates Contractor to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence.
- K. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6—BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

- A. Contractor shall furnish a performance bond and a payment bond, each in an amount at least equal to the Contract Price, as security for the faithful performance and payment of Contractor's obligations under the Contract. These bonds must remain in effect until one year after the date when final payment becomes due or until completion of the correction period specified in Paragraph 15.08, whichever is later, except as provided otherwise by Laws or Regulations, the terms of a prescribed bond form, the Supplementary Conditions, or other provisions of the Contract.
- B. Contractor shall also furnish such other bonds (if any) as are required by the Supplementary Conditions or other provisions of the Contract.
- C. All bonds must be in the form included in the Bidding Documents or otherwise specified by Owner prior to execution of the Contract, except as provided otherwise by Laws or

Regulations, and must be issued and signed by a surety named in “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies” as published in Department Circular 570 (as amended and supplemented) by the Bureau of the Fiscal Service, U.S. Department of the Treasury. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual’s authority to bind the surety. The evidence of authority must show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

- D. Contractor shall obtain the required bonds from surety companies that are duly licensed or authorized, in the state or jurisdiction in which the Project is located, to issue bonds in the required amounts.
- E. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer in writing and shall, within 20 days after the event giving rise to such notification, provide another bond and surety, both of which must comply with the bond and surety requirements above.
- F. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner’s termination rights under Article 16.
- G. Upon request to Owner from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Owner shall provide a copy of the payment bond to such person or entity.
- H. Upon request to Contractor from any Subcontractor, Supplier, or other person or entity claiming to have furnished labor, services, materials, or equipment used in the performance of the Work, Contractor shall provide a copy of the payment bond to such person or entity.

6.02 *Insurance—General Provisions*

- A. Owner and Contractor shall obtain and maintain insurance as required in this article and in the Supplementary Conditions.
- B. All insurance required by the Contract to be purchased and maintained by Owner or Contractor shall be obtained from insurance companies that are duly licensed or authorized in the state or jurisdiction in which the Project is located to issue insurance policies for the required limits and coverages. Unless a different standard is indicated in the Supplementary Conditions, all companies that provide insurance policies required under this Contract shall have an A.M. Best rating of A-VII or better.
- C. Alternative forms of insurance coverage, including but not limited to self-insurance and “Occupational Accident and Excess Employer’s Indemnity Policies,” are not sufficient to meet the insurance requirements of this Contract, unless expressly allowed in the Supplementary Conditions.
- D. Contractor shall deliver to Owner, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Contractor has obtained and is maintaining the policies and coverages required by the Contract. Upon request by Owner or any other insured, Contractor shall also furnish other evidence of such required insurance, including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant exclusions, and evidence of insurance required to be purchased and maintained by

Subcontractors or Suppliers. In any documentation furnished under this provision, Contractor, Subcontractors, and Suppliers may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those applicable to this Contract.

- E. Owner shall deliver to Contractor, with copies to each additional insured identified in the Contract, certificates of insurance and endorsements establishing that Owner has obtained and is maintaining the policies and coverages required of Owner by the Contract (if any). Upon request by Contractor or any other insured, Owner shall also provide other evidence of such required insurance (if any), including but not limited to copies of policies, documentation of applicable self-insured retentions (if allowed) and deductibles, and full disclosure of all relevant exclusions. In any documentation furnished under this provision, Owner may block out (redact) (1) any confidential premium or pricing information and (2) any wording specific to a project or jurisdiction other than those relevant to this Contract.
- F. Failure of Owner or Contractor to demand such certificates or other evidence of the other party's full compliance with these insurance requirements, or failure of Owner or Contractor to identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the other party's obligation to obtain and maintain such insurance.
- G. In addition to the liability insurance required to be provided by Contractor, the Owner, at Owner's option, may purchase and maintain Owner's own liability insurance. Owner's liability policies, if any, operate separately and independently from policies required to be provided by Contractor, and Contractor cannot rely upon Owner's liability policies for any of Contractor's obligations to the Owner, Engineer, or third parties.
- H. Contractor shall require:
 - 1. Subcontractors to purchase and maintain worker's compensation, commercial general liability, and other insurance that is appropriate for their participation in the Project, and to name as additional insureds Owner and Engineer (and any other individuals or entities identified in the Supplementary Conditions as additional insureds on Contractor's liability policies) on each Subcontractor's commercial general liability insurance policy; and
 - 2. Suppliers to purchase and maintain insurance that is appropriate for their participation in the Project.
- I. If either party does not purchase or maintain the insurance required of such party by the Contract, such party shall notify the other party in writing of such failure to purchase prior to the start of the Work, or of such failure to maintain prior to any change in the required coverage.
- J. If Contractor has failed to obtain and maintain required insurance, Contractor's entitlement to enter or remain at the Site will end immediately, and Owner may impose an appropriate set-off against payment for any associated costs (including but not limited to the cost of purchasing necessary insurance coverage), and exercise Owner's termination rights under Article 16.
- K. Without prejudice to any other right or remedy, if a party has failed to obtain required insurance, the other party may elect (but is in no way obligated) to obtain equivalent insurance to protect such other party's interests at the expense of the party who was required to provide such coverage, and the Contract Price will be adjusted accordingly.

- L. Owner does not represent that insurance coverage and limits established in this Contract necessarily will be adequate to protect Contractor or Contractor's interests. Contractor is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Contractor deems necessary.
- M. The insurance and insurance limits required herein will not be deemed as a limitation on Contractor's liability, or that of its Subcontractors or Suppliers, under the indemnities granted to Owner and other individuals and entities in the Contract or otherwise.
- N. All the policies of insurance required to be purchased and maintained under this Contract will contain a provision or endorsement that the coverage afforded will not be canceled, or renewal refused, until at least 10 days prior written notice has been given to the purchasing policyholder. Within three days of receipt of any such written notice, the purchasing policyholder shall provide a copy of the notice to each other insured and Engineer.

6.03 *Contractor's Insurance*

- A. *Required Insurance:* Contractor shall purchase and maintain Worker's Compensation, Commercial General Liability, and other insurance pursuant to the specific requirements of the Supplementary Conditions.
- B. *General Provisions:* The policies of insurance required by this Paragraph 6.03 as supplemented must:
 - 1. include at least the specific coverages required;
 - 2. be written for not less than the limits provided, or those required by Laws or Regulations, whichever is greater;
 - 3. remain in effect at least until the Work is complete (as set forth in Paragraph 15.06.D), and longer if expressly required elsewhere in this Contract, and at all times thereafter when Contractor may be correcting, removing, or replacing defective Work as a warranty or correction obligation, or otherwise, or returning to the Site to conduct other tasks arising from the Contract;
 - 4. apply with respect to the performance of the Work, whether such performance is by Contractor, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any of them to perform any of the Work, or by anyone for whose acts any of them may be liable; and
 - 5. include all necessary endorsements to support the stated requirements.
- C. *Additional Insureds:* The Contractor's commercial general liability, automobile liability, employer's liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies, if required by this Contract, must:
 - 1. include and list as additional insureds Owner and Engineer, and any individuals or entities identified as additional insureds in the Supplementary Conditions;
 - 2. include coverage for the respective officers, directors, members, partners, employees, and consultants of all such additional insureds;
 - 3. afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

4. not seek contribution from insurance maintained by the additional insured; and
5. as to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Contractor's acts or omissions, or the acts and omissions of those working on Contractor's behalf, in the performance of Contractor's operations.

6.04 *Builder's Risk and Other Property Insurance*

- A. *Builder's Risk*: Unless otherwise provided in the Supplementary Conditions, Contractor shall purchase and maintain builder's risk insurance upon the Work on a completed value basis, in the amount of the Work's full insurable replacement cost (subject to such deductible amounts as may be provided in the Supplementary Conditions or required by Laws and Regulations). The specific requirements applicable to the builder's risk insurance are set forth in the Supplementary Conditions.
- B. *Property Insurance for Facilities of Owner Where Work Will Occur*: Owner is responsible for obtaining and maintaining property insurance covering each existing structure, building, or facility in which any part of the Work will occur, or to which any part of the Work will attach or be adjoined. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, providing coverage consistent with that required for the builder's risk insurance, and will be maintained until the Work is complete, as set forth in Paragraph 15.06.D.
- C. *Property Insurance for Substantially Complete Facilities*: Promptly after Substantial Completion, and before actual occupancy or use of the substantially completed Work, Owner will obtain property insurance for such substantially completed Work, and maintain such property insurance at least until the Work is complete, as set forth in Paragraph 15.06.D. Such property insurance will be written on a special perils (all-risk) form, on a replacement cost basis, and provide coverage consistent with that required for the builder's risk insurance. The builder's risk insurance may terminate upon written confirmation of Owner's procurement of such property insurance.
- D. *Partial Occupancy or Use by Owner*: If Owner will occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work, as provided in Paragraph 15.04, then Owner (directly, if it is the purchaser of the builder's risk policy, or through Contractor) will provide advance notice of such occupancy or use to the builder's risk insurer, and obtain an endorsement consenting to the continuation of coverage prior to commencing such partial occupancy or use.
- E. *Insurance of Other Property; Additional Insurance*: If the express insurance provisions of the Contract do not require or address the insurance of a property item or interest, then the entity or individual owning such property item will be responsible for insuring it. If Contractor elects to obtain other special insurance to be included in or supplement the builder's risk or property insurance policies provided under this Paragraph 6.04, it may do so at Contractor's expense.

6.05 *Property Losses; Subrogation*

- A. The builder's risk insurance policy purchased and maintained in accordance with Paragraph 6.04 (or an installation floater policy if authorized by the Supplementary Conditions), will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against

Engineer or its consultants, or their officers, directors, members, partners, employees, agents, consultants, or subcontractors.

1. Owner and Contractor waive all rights against each other and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by such policies and any other property insurance applicable to the Work; and, in addition, waive all such rights against Engineer, its consultants, all individuals or entities identified in the Supplementary Conditions as builder's risk or installation floater insureds, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, under such policies for losses and damages so caused.
 2. None of the above waivers extends to the rights that any party making such waiver may have to the proceeds of insurance held by Owner or Contractor as trustee or fiduciary, or otherwise payable under any policy so issued.
- B. Any property insurance policy maintained by Owner covering any loss, damage, or consequential loss to Owner's existing structures, buildings, or facilities in which any part of the Work will occur, or to which any part of the Work will attach or adjoin; to adjacent structures, buildings, or facilities of Owner; or to part or all of the completed or substantially completed Work, during partial occupancy or use pursuant to Paragraph 15.04, after Substantial Completion pursuant to Paragraph 15.03, or after final payment pursuant to Paragraph 15.06, will contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against Contractor, Subcontractors, or Engineer, or the officers, directors, members, partners, employees, agents, consultants, or subcontractors of each and any of them, and that the insured is allowed to waive the insurer's rights of subrogation in a written contract executed prior to the loss, damage, or consequential loss.
1. Owner waives all rights against Contractor, Subcontractors, and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from fire or any of the perils, risks, or causes of loss covered by such policies.
- C. The waivers in this Paragraph 6.05 include the waiver of rights due to business interruption, loss of use, or other consequential loss extending beyond direct physical loss or damage to Owner's property or the Work caused by, arising out of, or resulting from fire or other insured peril, risk, or cause of loss.
- D. Contractor shall be responsible for assuring that each Subcontract contains provisions whereby the Subcontractor waives all rights against Owner, Contractor, all individuals or entities identified in the Supplementary Conditions as insureds, the Engineer and its consultants, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, relating to, or resulting from fire or other peril, risk, or cause of loss covered by builder's risk insurance, installation floater, and any other property insurance applicable to the Work.

6.06 *Receipt and Application of Property Insurance Proceeds*

- A. Any insured loss under the builder's risk and other policies of property insurance required by Paragraph 6.04 will be adjusted and settled with the named insured that purchased the policy. Such named insured shall act as fiduciary for the other insureds, and give notice to such other insureds that adjustment and settlement of a claim is in progress. Any other insured may state its position regarding a claim for insured loss in writing within 15 days after notice of such claim.
- B. Proceeds for such insured losses may be made payable by the insurer either jointly to multiple insureds, or to the named insured that purchased the policy in its own right and as fiduciary for other insureds, subject to the requirements of any applicable mortgage clause. A named insured receiving insurance proceeds under the builder's risk and other policies of insurance required by Paragraph 6.04 shall maintain such proceeds in a segregated account, and distribute such proceeds in accordance with such agreement as the parties in interest may reach, or as otherwise required under the dispute resolution provisions of this Contract or applicable Laws and Regulations.
- C. If no other special agreement is reached, Contractor shall repair or replace the damaged Work, using allocated insurance proceeds.

ARTICLE 7—CONTRACTOR'S RESPONSIBILITIES

7.01 *Contractor's Means and Methods of Construction*

- A. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction.
- B. If the Contract Documents note, or Contractor determines, that professional engineering or other design services are needed to carry out Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures, or for Site safety, then Contractor shall cause such services to be provided by a properly licensed design professional, at Contractor's expense. Such services are not Owner-delegated professional design services under this Contract, and neither Owner nor Engineer has any responsibility with respect to (1) Contractor's determination of the need for such services, (2) the qualifications or licensing of the design professionals retained or employed by Contractor, (3) the performance of such services, or (4) any errors, omissions, or defects in such services.

7.02 *Supervision and Superintendence*

- A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents.
- B. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who will not be replaced without written notice to Owner and Engineer except under extraordinary circumstances.

7.03 *Labor; Working Hours*

- A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall maintain good discipline and order at the Site.

- B. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of Contractor's employees; of Suppliers and Subcontractors, and their employees; and of any other individuals or entities performing or furnishing any of the Work, just as Contractor is responsible for Contractor's own acts and omissions.
- C. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site will be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

7.04 *Services, Materials, and Equipment*

- A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.
- B. All materials and equipment incorporated into the Work must be new and of good quality, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications will expressly run to the benefit of Owner. If required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.
- C. All materials and equipment must be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.05 *"Or Equals"*

- A. *Contractor's Request; Governing Criteria:* Whenever an item of equipment or material is specified or described in the Contract Documents by using the names of one or more proprietary items or specific Suppliers, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material, or items from other proposed Suppliers, under the circumstances described below.
 - 1. If Engineer in its sole discretion determines that an item of equipment or material proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, Engineer will deem it an "or equal" item. For the purposes of this paragraph, a proposed item of equipment or material will be considered functionally equal to an item so named if:
 - a. in the exercise of reasonable judgment Engineer determines that the proposed item:
 - 1) is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

- 2) will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
 - 3) has a proven record of performance and availability of responsive service; and
 - 4) is not objectionable to Owner.
- b. Contractor certifies that, if the proposed item is approved and incorporated into the Work:
- 1) there will be no increase in cost to the Owner or increase in Contract Times; and
 - 2) the item will conform substantially to the detailed requirements of the item named in the Contract Documents.
- B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.
- C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the sole judge of acceptability. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal," which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination.
- D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request will result in any change in Contract Price. The Engineer's denial of an "or-equal" request will be final and binding, and may not be reversed through an appeal under any provision of the Contract.
- E. *Treatment as a Substitution Request*: If Engineer determines that an item of equipment or material proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer consider the item a proposed substitute pursuant to Paragraph 7.06.

7.06 Substitutes

- A. *Contractor's Request; Governing Criteria*: Unless the specification or description of an item of equipment or material required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer authorize the use of other items of equipment or material under the circumstances described below. To the extent possible such requests must be made before commencement of related construction at the Site.
1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of equipment or material from anyone other than Contractor.
 2. The requirements for review by Engineer will be as set forth in Paragraph 7.06.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of equipment or material that Contractor seeks to furnish or use. The application:
 - a. will certify that the proposed substitute item will:
 - 1) perform adequately the functions and achieve the results called for by the general design;
 - 2) be similar in substance to the item specified; and
 - 3) be suited to the same use as the item specified.
 - b. will state:
 - 1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times;
 - 2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item; and
 - 3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.
 - c. will identify:
 - 1) all variations of the proposed substitute item from the item specified; and
 - 2) available engineering, sales, maintenance, repair, and replacement services.
 - d. will contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.
- B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer may require Contractor to furnish additional data about the proposed substitute item. Engineer will be the sole judge of acceptability. No substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.
- C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.
- D. *Reimbursement of Engineer's Cost*: Engineer will record Engineer's costs in evaluating a substitute proposed or submitted by Contractor. Whether or not Engineer approves a substitute so proposed or submitted by Contractor, Contractor shall reimburse Owner for the reasonable charges of Engineer for evaluating each such proposed substitute. Contractor shall also reimburse Owner for the reasonable charges of Engineer for making changes in the Contract Documents (or in the provisions of any other direct contract with Owner) resulting from the acceptance of each proposed substitute.

- E. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.
- F. *Effect of Engineer's Determination*: If Engineer approves the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request will be final and binding, and may not be reversed through an appeal under any provision of the Contract. Contractor may challenge the scope of reimbursement costs imposed under Paragraph 7.06.D, by timely submittal of a Change Proposal.

7.07 *Concerning Subcontractors and Suppliers*

- A. Contractor may retain Subcontractors and Suppliers for the performance of parts of the Work. Such Subcontractors and Suppliers must be acceptable to Owner. The Contractor's retention of a Subcontractor or Supplier for the performance of parts of the Work will not relieve Contractor's obligation to Owner to perform and complete the Work in accordance with the Contract Documents.
- B. Contractor shall retain specific Subcontractors and Suppliers for the performance of designated parts of the Work if required by the Contract to do so.
- C. Subsequent to the submittal of Contractor's Bid or final negotiation of the terms of the Contract, Owner may not require Contractor to retain any Subcontractor or Supplier to furnish or perform any of the Work against which Contractor has reasonable objection.
- D. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within 5 days.
- E. Owner may require the replacement of any Subcontractor or Supplier. Owner also may require Contractor to retain specific replacements; provided, however, that Owner may not require a replacement to which Contractor has a reasonable objection. If Contractor has submitted the identity of certain Subcontractors or Suppliers for acceptance by Owner, and Owner has accepted it (either in writing or by failing to make written objection thereto), then Owner may subsequently revoke the acceptance of any such Subcontractor or Supplier so identified solely on the basis of substantive, reasonable objection after due investigation. Contractor shall submit an acceptable replacement for the rejected Subcontractor or Supplier.
- F. If Owner requires the replacement of any Subcontractor or Supplier retained by Contractor to perform any part of the Work, then Contractor shall be entitled to an adjustment in Contract Price or Contract Times, with respect to the replacement; and Contractor shall initiate a Change Proposal for such adjustment within 30 days of Owner's requirement of replacement.
- G. No acceptance by Owner of any such Subcontractor or Supplier, whether initially or as a replacement, will constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

- H. On a monthly basis, Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.
- I. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors and Suppliers.
- J. The divisions and sections of the Specifications and the identifications of any Drawings do not control Contractor in dividing the Work among Subcontractors or Suppliers, or in delineating the Work to be performed by any specific trade.
- K. All Work performed for Contractor by a Subcontractor or Supplier must be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract for the benefit of Owner and Engineer.
- L. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor for Work performed for Contractor by the Subcontractor or Supplier.
- M. Contractor shall restrict all Subcontractors and Suppliers from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed in this Contract.

7.08 *Patent Fees and Royalties*

- A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If an invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights will be disclosed in the Contract Documents.
- B. To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Contractor, and its officers, directors, members, partners, employees, agents, consultants, and subcontractors, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device specified in the Contract Documents, but not identified as being subject to payment of any license fee or royalty to others required by patent rights or copyrights.
- C. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to any infringement of patent rights or copyrights incident to the use in the performance of the Work or resulting from the incorporation in the Work of any invention, design, process, product, or device not specified in the Contract Documents.

7.09 *Permits*

- A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, and certificates of occupancy. Owner shall assist Contractor, when necessary, in obtaining such permits and licenses. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work which are applicable at the time of the submission of Contractor's Bid (or when Contractor became bound under a negotiated contract). Owner shall pay all charges of utility owners for connections for providing permanent service to the Work.

7.10 *Taxes*

- A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid by Contractor in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

7.11 *Laws and Regulations*

- A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.
- B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses, and shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work or other action. It is not Contractor's responsibility to make certain that the Work described in the Contract Documents is in accordance with Laws and Regulations, but this does not relieve Contractor of its obligations under Paragraph 3.03.
- C. Owner or Contractor may give written notice to the other party of any changes after the submission of Contractor's Bid (or after the date when Contractor became bound under a negotiated contract) in Laws or Regulations having an effect on the cost or time of performance of the Work, including but not limited to changes in Laws or Regulations having an effect on procuring permits and on sales, use, value-added, consumption, and other similar taxes. If Owner and Contractor are unable to agree on entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times resulting from such changes, then within 30 days of such written notice Contractor may submit a Change Proposal, or Owner may initiate a Claim.

7.12 *Record Documents*

- A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer for reference. Upon completion of the Work, Contractor shall deliver these record documents to Engineer.

7.13 *Safety and Protection*

- A. Contractor shall be solely responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety Laws and Regulations.
- B. Contractor shall designate a qualified and experienced safety representative whose duties and responsibilities are the prevention of Work-related accidents and the maintenance and supervision of safety precautions and programs.
- C. Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
 - 1. all persons on the Site or who may be affected by the Work;
 - 2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
 - 3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.
- D. All damage, injury, or loss to any property referred to in Paragraph 7.13.C.2 or 7.13.C.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).
- E. Contractor shall comply with all applicable Laws and Regulations relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection.
- F. Contractor shall notify Owner; the owners of adjacent property; the owners of Underground Facilities and other utilities (if the identity of such owners is known to Contractor); and other contractors and utility owners performing work at or adjacent to the Site, in writing, when Contractor knows that prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.
- G. Contractor shall comply with the applicable requirements of Owner's safety programs, if any. Any Owner's safety programs that are applicable to the Work are identified or included in the Supplementary Conditions or Specifications.
- H. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

- I. Contractor's duties and responsibilities for safety and protection will continue until all the Work is completed, Engineer has issued a written notice to Owner and Contractor in accordance with Paragraph 15.06.C that the Work is acceptable, and Contractor has left the Site (except as otherwise expressly provided in connection with Substantial Completion).
- J. Contractor's duties and responsibilities for safety and protection will resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.14 *Hazard Communication Programs*

- A. Contractor shall be responsible for coordinating any exchange of safety data sheets (formerly known as material safety data sheets) or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

- A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent damage, injury, or loss. Contractor shall give Engineer prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused by an emergency, or are required as a result of Contractor's response to an emergency. If Engineer determines that a change in the Contract Documents is required because of an emergency or Contractor's response, a Work Change Directive or Change Order will be issued.

7.16 *Submittals*

A. *Shop Drawing and Sample Requirements*

- 1. Before submitting a Shop Drawing or Sample, Contractor shall:
 - a. review and coordinate the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
 - b. determine and verify:
 - 1) all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect to the Submittal;
 - 2) the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
 - 3) all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto;
 - c. confirm that the Submittal is complete with respect to all related data included in the Submittal.
- 2. Each Shop Drawing or Sample must bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that Submittal, and that Contractor approves the Submittal.

3. With each Shop Drawing or Sample, Contractor shall give Engineer specific written notice of any variations that the Submittal may have from the requirements of the Contract Documents. This notice must be set forth in a written communication separate from the Submittal; and, in addition, in the case of a Shop Drawing by a specific notation made on the Shop Drawing itself.
- B. *Submittal Procedures for Shop Drawings and Samples:* Contractor shall label and submit Shop Drawings and Samples to Engineer for review and approval in accordance with the accepted Schedule of Submittals.
1. *Shop Drawings*
 - a. Contractor shall submit the number of copies required in the Specifications.
 - b. Data shown on the Shop Drawings must be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide, and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.C.
 2. *Samples*
 - a. Contractor shall submit the number of Samples required in the Specifications.
 - b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the Submittal for the limited purposes required by Paragraph 7.16.C.
 3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.
- C. *Engineer's Review of Shop Drawings and Samples*
1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the accepted Schedule of Submittals. Engineer's review and approval will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, comply with the requirements of the Contract Documents, and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.
 2. Engineer's review and approval will not extend to means, methods, techniques, sequences, or procedures of construction, or to safety precautions or programs incident thereto.
 3. Engineer's review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.
 4. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will

document any such approved variation from the requirements of the Contract Documents in a Field Order or other appropriate Contract modification.

5. Engineer's review and approval of a Shop Drawing or Sample will not relieve Contractor from responsibility for complying with the requirements of Paragraphs 7.16.A and B.
6. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, will not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.
7. Neither Engineer's receipt, review, acceptance, or approval of a Shop Drawing or Sample will result in such item becoming a Contract Document.
8. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.C.4.

D. Resubmittal Procedures for Shop Drawings and Samples

1. Contractor shall make corrections required by Engineer and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous Submittals.
2. Contractor shall furnish required Shop Drawing and Sample submittals with sufficient information and accuracy to obtain required approval of an item with no more than two resubmittals. Engineer will record Engineer's time for reviewing a third or subsequent resubmittal of a Shop Drawing or Sample, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges.
3. If Contractor requests a change of a previously approved Shop Drawing or Sample, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

E. Submittals Other than Shop Drawings, Samples, and Owner-Delegated Designs

1. The following provisions apply to all Submittals other than Shop Drawings, Samples, and Owner-delegated designs:
 - a. Contractor shall submit all such Submittals to the Engineer in accordance with the Schedule of Submittals and pursuant to the applicable terms of the Contract Documents.
 - b. Engineer will provide timely review of all such Submittals in accordance with the Schedule of Submittals and return such Submittals with a notation of either Accepted or Not Accepted. Any such Submittal that is not returned within the time established in the Schedule of Submittals will be deemed accepted.
 - c. Engineer's review will be only to determine if the Submittal is acceptable under the requirements of the Contract Documents as to general form and content of the Submittal.

- d. If any such Submittal is not accepted, Contractor shall confer with Engineer regarding the reason for the non-acceptance, and resubmit an acceptable document.
- 2. Procedures for the submittal and acceptance of the Progress Schedule, the Schedule of Submittals, and the Schedule of Values are set forth in Paragraphs 2.03, 2.04, and 2.05.
- F. Owner-delegated Designs: Submittals pursuant to Owner-delegated designs are governed by the provisions of Paragraph 7.19.

7.17 Contractor's General Warranty and Guarantee

- A. Contractor warrants and guarantees to Owner that all Work will be in accordance with the Contract Documents and will not be defective. Engineer is entitled to rely on Contractor's warranty and guarantee.
- B. Owner's rights under this warranty and guarantee are in addition to, and are not limited by, Owner's rights under the correction period provisions of Paragraph 15.08. The time in which Owner may enforce its warranty and guarantee rights under this Paragraph 7.17 is limited only by applicable Laws and Regulations restricting actions to enforce such rights; provided, however, that after the end of the correction period under Paragraph 15.08:
 - 1. Owner shall give Contractor written notice of any defective Work within 60 days of the discovery that such Work is defective; and
 - 2. Such notice will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the notice.
- C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:
 - 1. abuse, or improper modification, maintenance, or operation, by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
 - 2. normal wear and tear under normal usage.
- D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents is absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents, a release of Contractor's obligation to perform the Work in accordance with the Contract Documents, or a release of Owner's warranty and guarantee rights under this Paragraph 7.17:
 - 1. Observations by Engineer;
 - 2. Recommendation by Engineer or payment by Owner of any progress or final payment;
 - 3. The issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
 - 4. Use or occupancy of the Work or any part thereof by Owner;
 - 5. Any review and approval of a Shop Drawing or Sample submittal;
 - 6. The issuance of a notice of acceptability by Engineer;
 - 7. The end of the correction period established in Paragraph 15.08;
 - 8. Any inspection, test, or approval by others; or

9. Any correction of defective Work by Owner.
- E. If the Contract requires the Contractor to accept the assignment of a contract entered into by Owner, then the specific warranties, guarantees, and correction obligations contained in the assigned contract will govern with respect to Contractor's performance obligations to Owner for the Work described in the assigned contract.

7.18 *Indemnification*

- A. To the fullest extent permitted by Laws and Regulations, and in addition to any other obligations of Contractor under the Contract or otherwise, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them, from losses, damages, costs, and judgments (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court or arbitration or other dispute resolution costs) arising from third-party claims or actions relating to or resulting from the performance or furnishing of the Work, provided that any such claim, action, loss, cost, judgment or damage is attributable to bodily injury, sickness, disease, or death, or to damage to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 7.18.A will not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.

7.19 *Delegation of Professional Design Services*

- A. Owner may require Contractor to provide professional design services for a portion of the Work by express delegation in the Contract Documents. Such delegation will specify the performance and design criteria that such services must satisfy, and the Submittals that Contractor must furnish to Engineer with respect to the Owner-delegated design.
- B. Contractor shall cause such Owner-delegated professional design services to be provided pursuant to the professional standard of care by a properly licensed design professional, whose signature and seal must appear on all drawings, calculations, specifications, certifications, and Submittals prepared by such design professional. Such design professional must issue all certifications of design required by Laws and Regulations.
- C. If a Shop Drawing or other Submittal related to the Owner-delegated design is prepared by Contractor, a Subcontractor, or others for submittal to Engineer, then such Shop Drawing or other Submittal must bear the written approval of Contractor's design professional when submitted by Contractor to Engineer.

- D. Owner and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed or provided by the design professionals retained or employed by Contractor under an Owner-delegated design, subject to the professional standard of care and the performance and design criteria stated in the Contract Documents.
- E. Pursuant to this Paragraph 7.19, Engineer's review, approval, and other determinations regarding design drawings, calculations, specifications, certifications, and other Submittals furnished by Contractor pursuant to an Owner-delegated design will be only for the following limited purposes:
 - 1. Checking for conformance with the requirements of this Paragraph 7.19;
 - 2. Confirming that Contractor (through its design professionals) has used the performance and design criteria specified in the Contract Documents; and
 - 3. Establishing that the design furnished by Contractor is consistent with the design concept expressed in the Contract Documents.
- F. Contractor shall not be responsible for the adequacy of performance or design criteria specified by Owner or Engineer.
- G. Contractor is not required to provide professional services in violation of applicable Laws and Regulations.

ARTICLE 8—OTHER WORK AT THE SITE

8.01 *Other Work*

- A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.
- B. If Owner performs other work at or adjacent to the Site with Owner's employees, or through contracts for such other work, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any third-party utility work that Owner has arranged to take place at or adjacent to the Site, Owner shall provide such information to Contractor.
- C. Contractor shall afford proper and safe access to the Site to each contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work.
- D. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

- E. If the proper execution or results of any part of Contractor's Work depends upon work performed by others, Contractor shall inspect such other work and promptly report to Engineer in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.
- F. The provisions of this article are not applicable to work that is performed by third-party utilities or other third-party entities without a contract with Owner, or that is performed without having been arranged by Owner. If such work occurs, then any related delay, disruption, or interference incurred by Contractor is governed by the provisions of Paragraph 4.05.C.3.

8.02 *Coordination*

- A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the following will be set forth in the Supplementary Conditions or provided to Contractor prior to the start of any such other work:
 - 1. The identity of the individual or entity that will have authority and responsibility for coordination of the activities among the various contractors;
 - 2. An itemization of the specific matters to be covered by such authority and responsibility; and
 - 3. The extent of such authority and responsibilities.
- B. Unless otherwise provided in the Supplementary Conditions, Owner shall have sole authority and responsibility for such coordination.

8.03 *Legal Relationships*

- A. If, in the course of performing other work for Owner at or adjacent to the Site, the Owner's employees, any other contractor working for Owner, or any utility owner that Owner has arranged to perform work, causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Price or the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Price or the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. The entitlement to, and extent of, any such equitable adjustment will take into account information (if any) regarding such other work that was provided to Contractor in the Contract Documents prior to the submittal of the Bid or the final negotiation of the terms of the Contract, and any remedies available to Contractor under Laws or Regulations concerning utility action or inaction. When applicable, any such equitable adjustment in Contract Price will be conditioned on Contractor assigning to Owner all Contractor's rights against such other contractor or utility owner with respect to the damage, delay, disruption, or interference that is the subject of the adjustment. Contractor's entitlement to an adjustment of the Contract Times or Contract Price is subject to the provisions of Paragraphs 4.05.D and 4.05.E.

- B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site.
 - 1. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due Contractor, and assign to such other contractor or utility owner the Owner's contractual rights against Contractor with respect to the breach of the obligations set forth in this Paragraph 8.03.B.
 - 2. When Owner is performing other work at or adjacent to the Site with Owner's employees, Contractor shall be liable to Owner for damage to such other work, and for the reasonable direct delay, disruption, and interference costs incurred by Owner as a result of Contractor's failure to take reasonable and customary measures with respect to Owner's other work. In response to such damage, delay, disruption, or interference, Owner may impose a set-off against payments due Contractor.
- C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) indemnify and hold harmless Owner and Engineer, and the officers, directors, members, partners, employees, agents, consultants and subcontractors of each and any of them from and against any such claims, and against all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such damage, delay, disruption, or interference.

ARTICLE 9—OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

- A. Except as otherwise provided in these General Conditions, Owner shall issue all communications to Contractor through Engineer.

9.02 *Replacement of Engineer*

- A. Owner may at its discretion appoint an engineer to replace Engineer, provided Contractor makes no reasonable objection to the replacement engineer. The replacement engineer's status under the Contract Documents will be that of the former Engineer.

9.03 *Furnish Data*

- A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

- A. Owner shall make payments to Contractor when they are due as provided in the Agreement.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

- A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.
- B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.
- C. Article 5 refers to Owner's identifying and making available to Contractor copies of reports of explorations and tests of conditions at the Site, and drawings of physical conditions relating to existing surface or subsurface structures at the Site.

9.06 *Insurance*

- A. Owner's responsibilities, if any, with respect to purchasing and maintaining liability and property insurance are set forth in Article 6.

9.07 *Change Orders*

- A. Owner's responsibilities with respect to Change Orders are set forth in Article 11.

9.08 *Inspections, Tests, and Approvals*

- A. Owner's responsibility with respect to certain inspections, tests, and approvals is set forth in Paragraph 14.02.B.

9.09 *Limitations on Owner's Responsibilities*

- A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.10 *Undisclosed Hazardous Environmental Condition*

- A. Owner's responsibility in respect to an undisclosed Hazardous Environmental Condition is set forth in Paragraph 5.06.

9.11 *Evidence of Financial Arrangements*

- A. Upon request of Contractor, Owner shall furnish Contractor reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract (including obligations under proposed changes in the Work).

9.12 *Safety Programs*

- A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.
- B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10—ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

- A. Engineer will be Owner's representative during the construction period. The duties and responsibilities and the limitations of authority of Engineer as Owner's representative during construction are set forth in the Contract.

10.02 *Visits to Site*

- A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer will not be required to make exhaustive or continuous inspections on the Site to check the quality or quantity of the Work. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.
- B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.07. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Resident Project Representative*

- A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in the Supplementary Conditions, and limitations on the responsibilities thereof will be as provided in the Supplementary Conditions and in Paragraph 10.07.
- B. If Owner designates an individual or entity who is not Engineer's consultant, agent, or employee to represent Owner at the Site, then the responsibilities and authority of such individual or entity will be as provided in the Supplementary Conditions.

10.04 *Engineer's Authority*

- A. Engineer has the authority to reject Work in accordance with Article 14.
- B. Engineer's authority as to Submittals is set forth in Paragraph 7.16.
- C. Engineer's authority as to design drawings, calculations, specifications, certifications and other Submittals from Contractor in response to Owner's delegation (if any) to Contractor of professional design services, is set forth in Paragraph 7.19.
- D. Engineer's authority as to changes in the Work is set forth in Article 11.

E. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.05 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.06 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

10.07 *Limitations on Engineer's Authority and Responsibilities*

A. Neither Engineer's authority or responsibility under this Article 10 or under any other provision of the Contract, nor any decision made by Engineer in good faith either to exercise or not exercise such authority or responsibility or the undertaking, exercise, or performance of any authority or responsibility by Engineer, will create, impose, or give rise to any duty in contract, tort, or otherwise owed by Engineer to Contractor, any Subcontractor, any Supplier, any other individual or entity, or to any surety for or employee or agent of any of them.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Engineer will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

C. Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other individual or entity performing any of the Work.

D. Engineer's review of the final Application for Payment and accompanying documentation, and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Contractor under Paragraph 15.06.A, will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

E. The limitations upon authority and responsibility set forth in this Paragraph 10.07 also apply to the Resident Project Representative, if any.

10.08 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs of which Engineer has been informed.

ARTICLE 11—CHANGES TO THE CONTRACT

11.01 *Amending and Supplementing the Contract*

- A. The Contract may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.
- B. If an amendment or supplement to the Contract includes a change in the Contract Price or the Contract Times, such amendment or supplement must be set forth in a Change Order.
- C. All changes to the Contract that involve (1) the performance or acceptability of the Work, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, must be supported by Engineer's recommendation. Owner and Contractor may amend other terms and conditions of the Contract without the recommendation of the Engineer.

11.02 *Change Orders*

- A. Owner and Contractor shall execute appropriate Change Orders covering:
 - 1. Changes in Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;
 - 2. Changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;
 - 3. Changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.05, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07, or (c) agreed to by the parties, subject to the need for Engineer's recommendation if the change in the Work involves the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters; and
 - 4. Changes that embody the substance of any final and binding results under: Paragraph 11.03.B, resolving the impact of a Work Change Directive; Paragraph 11.09, concerning Change Proposals; Article 12, Claims; Paragraph 13.02.D, final adjustments resulting from allowances; Paragraph 13.03.D, final adjustments relating to determination of quantities for Unit Price Work; and similar provisions.
- B. If Owner or Contractor refuses to execute a Change Order that is required to be executed under the terms of Paragraph 11.02.A, it will be deemed to be of full force and effect, as if fully executed.

11.03 *Work Change Directives*

- A. A Work Change Directive will not change the Contract Price or the Contract Times but is evidence that the parties expect that the modification ordered or documented by a Work Change Directive will be incorporated in a subsequently issued Change Order, following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times; or, if negotiations are unsuccessful, by a determination under the terms of the Contract Documents governing adjustments, expressly including Paragraph 11.07 regarding change of Contract Price.

- B. If Owner has issued a Work Change Directive and:
 - 1. Contractor believes that an adjustment in Contract Times or Contract Price is necessary, then Contractor shall submit any Change Proposal seeking such an adjustment no later than 30 days after the completion of the Work set out in the Work Change Directive.
 - 2. Owner believes that an adjustment in Contract Times or Contract Price is necessary, then Owner shall submit any Claim seeking such an adjustment no later than 60 days after issuance of the Work Change Directive.

11.04 *Field Orders*

- A. Engineer may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly.
- B. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein.

11.05 *Owner-Authorized Changes in the Work*

- A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Changes involving the design (as set forth in the Drawings, Specifications, or otherwise) or other engineering or technical matters will be supported by Engineer's recommendation.
- B. Such changes in the Work may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work must be performed under the applicable conditions of the Contract Documents.
- C. Nothing in this Paragraph 11.05 obligates Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.06 *Unauthorized Changes in the Work*

- A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.C.2.

11.07 *Change of Contract Price*

- A. The Contract Price may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Price must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment of Contract Price must comply with the provisions of Article 12.
- B. An adjustment in the Contract Price will be determined as follows:

1. Where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03);
 2. Where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.07.C.2); or
 3. Where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.07.C).
- C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit will be determined as follows:
1. A mutually acceptable fixed fee; or
 2. If a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:
 - a. For costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee will be 15 percent;
 - b. For costs incurred under Paragraph 13.01.B.3, the Contractor's fee will be 5 percent;
 - c. Where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.07.C.2.a and 11.07.C.2.b is that the Contractor's fee will be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of 5 percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted Work the maximum total fee to be paid by Owner will be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the Work;
 - d. No fee will be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;
 - e. The amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in Cost of the Work will be the amount of the actual net decrease in Cost of the Work and a deduction of an additional amount equal to 5 percent of such actual net decrease in Cost of the Work; and
 - f. When both additions and credits are involved in any one change or Change Proposal, the adjustment in Contractor's fee will be computed by determining the sum of the costs in each of the cost categories in Paragraph 13.01.B (specifically, payroll costs, Paragraph 13.01.B.1; incorporated materials and equipment costs, Paragraph 13.01.B.2; Subcontract costs, Paragraph 13.01.B.3; special consultants costs, Paragraph 13.01.B.4; and other costs, Paragraph 13.01.B.5) and applying to each such cost category sum the appropriate fee from Paragraphs 11.07.C.2.a through 11.07.C.2.e, inclusive.

11.08 *Change of Contract Times*

- A. The Contract Times may only be changed by a Change Order. Any Change Proposal for an adjustment in the Contract Times must comply with the provisions of Paragraph 11.09. Any Claim for an adjustment in the Contract Times must comply with the provisions of Article 12.
- B. Delay, disruption, and interference in the Work, and any related changes in Contract Times, are addressed in and governed by Paragraph 4.05.

11.09 *Change Proposals*

- A. *Purpose and Content:* Contractor shall submit a Change Proposal to Engineer to request an adjustment in the Contract Times or Contract Price; contest an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; challenge a set-off against payment due; or seek other relief under the Contract. The Change Proposal will specify any proposed change in Contract Times or Contract Price, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents. Each Change Proposal will address only one issue, or a set of closely related issues.

- B. *Change Proposal Procedures*

- 1. *Submittal:* Contractor shall submit each Change Proposal to Engineer within 30 days after the start of the event giving rise thereto, or after such initial decision.
- 2. *Supporting Data:* The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal.
 - a. Change Proposals based on or related to delay, interruption, or interference must comply with the provisions of Paragraphs 4.05.D and 4.05.E.
 - b. Change proposals related to a change of Contract Price must include full and detailed accounts of materials incorporated into the Work and labor and equipment used for the subject Work.

The supporting data must be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event.

- 3. *Engineer's Initial Review:* Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. If in its discretion Engineer concludes that additional supporting data is needed before conducting a full review and making a decision regarding the Change Proposal, then Engineer may request that Contractor submit such additional supporting data by a date specified by Engineer, prior to Engineer beginning its full review of the Change Proposal.
- 4. *Engineer's Full Review and Action on the Change Proposal:* Upon receipt of Contractor's supporting data (including any additional data requested by Engineer), Engineer will conduct a full review of each Change Proposal and, within 30 days after such receipt of the Contractor's supporting data, either approve the Change Proposal in whole, deny it in whole, or approve it in part and deny it in part. Such actions must be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change

Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

5. *Binding Decision*: Engineer's decision is final and binding upon Owner and Contractor, unless Owner or Contractor appeals the decision by filing a Claim under Article 12.
- C. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties in writing that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice will be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.
- D. *Post-Completion*: Contractor shall not submit any Change Proposals after Engineer issues a written recommendation of final payment pursuant to Paragraph 15.06.B.

11.10 *Notification to Surety*

- A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12—CLAIMS

12.01 *Claims*

- A. *Claims Process*: The following disputes between Owner and Contractor are subject to the Claims process set forth in this article:
 1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;
 2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents;
 3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters; and
 4. Subject to the waiver provisions of Paragraph 15.07, any dispute arising after Engineer has issued a written recommendation of final payment pursuant to Paragraph 15.06.B.
- B. *Submittal of Claim*: The party submitting a Claim shall deliver it directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise thereto; in the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The party submitting the Claim shall also furnish a copy to the Engineer, for its information only. The responsibility to substantiate a Claim rests with the party making the Claim. In the case of a Claim by Contractor seeking an increase in the Contract Times or Contract Price, Contractor shall certify that the Claim is made in good faith, that the supporting data are accurate and complete, and that to the best of Contractor's knowledge

and belief the amount of time or money requested accurately reflects the full amount to which Contractor is entitled.

- C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim will be stated in writing and submitted to the other party, with a copy to Engineer.
- D. *Mediation*
 - 1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate will stay the Claim submittal and response process.
 - 2. If Owner and Contractor agree to mediation, then after 60 days from such agreement, either Owner or Contractor may unilaterally terminate the mediation process, and the Claim submittal and decision process will resume as of the date of the termination. If the mediation proceeds but is unsuccessful in resolving the dispute, the Claim submittal and decision process will resume as of the date of the conclusion of the mediation, as determined by the mediator.
 - 3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.
- E. *Partial Approval*: If the party receiving a Claim approves the Claim in part and denies it in part, such action will be final and binding unless within 30 days of such action the other party invokes the procedure set forth in Article 17 for final resolution of disputes.
- F. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party. If the receiving party does not take action on the Claim within 90 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of the inaction, the Claim is deemed denied, thereby commencing the time for appeal of the denial. A denial of the Claim will be final and binding unless within 30 days of the denial the other party invokes the procedure set forth in Article 17 for the final resolution of disputes.
- G. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise; or if a Claim is approved in part and denied in part, or denied in full, and such actions become final and binding; then the results of the agreement or action on the Claim will be incorporated in a Change Order or other written document to the extent they affect the Contract, including the Work, the Contract Times, or the Contract Price.

ARTICLE 13—COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

- A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:
 - 1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. When needed to determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.
- B. *Costs Included:* Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work will be in amounts no higher than those commonly incurred in the locality of the Project, will not include any of the costs itemized in Paragraph 13.01.C, and will include only the following items:
1. Payroll costs for employees in the direct employ of Contractor in the performance of the Work under schedules of job classifications agreed upon by Owner and Contractor in advance of the subject Work. Such employees include, without limitation, superintendents, foremen, safety managers, safety representatives, and other personnel employed full time on the Work. Payroll costs for employees not employed full time on the Work will be apportioned on the basis of their time spent on the Work. Payroll costs include, but are not limited to, salaries and wages plus the cost of fringe benefits, which include social security contributions, unemployment, excise, and payroll taxes, workers' compensation, health and retirement benefits, sick leave, and vacation and holiday pay applicable thereto. The expenses of performing Work outside of regular working hours, on Saturday, Sunday, or legal holidays, will be included in the above to the extent authorized by Owner.
 2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts will accrue to Owner. All trade discounts, rebates, and refunds and returns from sale of surplus materials and equipment will accrue to Owner, and Contractor shall make provisions so that they may be obtained.
 3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If required by Owner, Contractor shall obtain competitive bids from subcontractors acceptable to Owner and Contractor and shall deliver such bids to Owner, which will then determine, with the advice of Engineer, which bids, if any, will be acceptable. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee will be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.
 4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed or retained for services specifically related to the Work.
 5. Other costs consisting of the following:
 - a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.
 - b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, which are

consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

- 1) In establishing included costs for materials such as scaffolding, plating, or sheeting, consideration will be given to the actual or the estimated life of the material for use on other projects; or rental rates may be established on the basis of purchase or salvage value of such items, whichever is less. Contractor will not be eligible for compensation for such items in an amount that exceeds the purchase cost of such item.

c. *Construction Equipment Rental*

- 1) Rentals of all construction equipment and machinery, and the parts thereof, in accordance with rental agreements approved by Owner as to price (including any surcharge or special rates applicable to overtime use of the construction equipment or machinery), and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs will be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts must cease when the use thereof is no longer necessary for the Work.
 - 2) Costs for equipment and machinery owned by Contractor or a Contractor-related entity will be paid at a rate shown for such equipment in the equipment rental rate book specified in the Supplementary Conditions. An hourly rate will be computed by dividing the monthly rates by 176. These computed rates will include all operating costs.
 - 3) With respect to Work that is the result of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price ("changed Work"), included costs will be based on the time the equipment or machinery is in use on the changed Work and the costs of transportation, loading, unloading, assembly, dismantling, and removal when directly attributable to the changed Work. The cost of any such equipment or machinery, or parts thereof, must cease to accrue when the use thereof is no longer necessary for the changed Work.
- d. Sales, consumer, use, and other similar taxes related to the Work, and for which Contractor is liable, as imposed by Laws and Regulations.
- e. Deposits lost for causes other than negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, and royalty payments and fees for permits and licenses.
- f. Losses and damages (and related expenses) caused by damage to the Work, not compensated by insurance or otherwise, sustained by Contractor in connection with the performance of the Work (except losses and damages within the deductible amounts of builder's risk or other property insurance established in accordance with Paragraph 6.04), provided such losses and damages have resulted from causes other than the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses include settlements made with the written consent and approval of Owner. No such losses, damages, and expenses will be included in the Cost of the Work for the purpose of determining Contractor's fee.

- g. The cost of utilities, fuel, and sanitary facilities at the Site.
 - h. Minor expenses such as communication service at the Site, express and courier services, and similar petty cash items in connection with the Work.
 - i. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.
- C. *Costs Excluded:* The term Cost of the Work does not include any of the following items:
- 1. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks, and other personnel employed by Contractor, whether at the Site or in Contractor's principal or branch office for general administration of the Work and not specifically included in the agreed upon schedule of job classifications referred to in Paragraph 13.01.B.1 or specifically covered by Paragraph 13.01.B.4. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.
 - 2. The cost of purchasing, renting, or furnishing small tools and hand tools.
 - 3. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.
 - 4. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.
 - 5. Costs due to the negligence of Contractor, any Subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including but not limited to, the correction of defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property.
 - 6. Expenses incurred in preparing and advancing Claims.
 - 7. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.
- D. *Contractor's Fee*
- 1. When the Work as a whole is performed on the basis of cost-plus-a-fee, then:
 - a. Contractor's fee for the Work set forth in the Contract Documents as of the Effective Date of the Contract will be determined as set forth in the Agreement.
 - b. for any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work, Contractor's fee will be determined as follows:
 - 1) When the fee for the Work as a whole is a percentage of the Cost of the Work, the fee will automatically adjust as the Cost of the Work changes.
 - 2) When the fee for the Work as a whole is a fixed fee, the fee for any additions or deletions will be determined in accordance with Paragraph 11.07.C.2.
 - 2. When the Work as a whole is performed on the basis of a stipulated sum, or any other basis other than cost-plus-a-fee, then Contractor's fee for any Work covered by a Change

Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price on the basis of Cost of the Work will be determined in accordance with Paragraph 11.07.C.2.

- E. *Documentation and Audit*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor and pertinent Subcontractors will establish and maintain records of the costs in accordance with generally accepted accounting practices. Subject to prior written notice, Owner will be afforded reasonable access, during normal business hours, to all Contractor's accounts, records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, and similar data relating to the Cost of the Work and Contractor's fee. Contractor shall preserve all such documents for a period of three years after the final payment by Owner. Pertinent Subcontractors will afford such access to Owner, and preserve such documents, to the same extent required of Contractor.

13.02 Allowances

- A. It is understood that Contractor has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be performed for such sums and by such persons or entities as may be acceptable to Owner and Engineer.
- B. *Cash Allowances*: Contractor agrees that:
1. the cash allowances include the cost to Contractor (less any applicable trade discounts) of materials and equipment required by the allowances to be delivered at the Site, and all applicable taxes; and
 2. Contractor's costs for unloading and handling on the Site, labor, installation, overhead, profit, and other expenses contemplated for the cash allowances have been included in the Contract Price and not in the allowances, and no demand for additional payment for any of the foregoing will be valid.
- C. *Owner's Contingency Allowance*: Contractor agrees that an Owner's contingency allowance, if any, is for the sole use of Owner to cover unanticipated costs.
- D. Prior to final payment, an appropriate Change Order will be issued as recommended by Engineer to reflect actual amounts due Contractor for Work covered by allowances, and the Contract Price will be correspondingly adjusted.

13.03 Unit Price Work

- A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.
- B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.
- C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Engineer's written decision

thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, and the final adjustment of Contract Price will be set forth in a Change Order, subject to the provisions of the following paragraph.

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the quantity of the item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement; and
 - b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE 14—TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

- A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply with such procedures and programs as applicable.

14.02 *Tests, Inspections, and Approvals*

- A. Contractor shall give Engineer timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.
- B. Owner shall retain and pay for the services of an independent inspector, testing laboratory, or other qualified individual or entity to perform all inspections and tests expressly required by the Contract Documents to be furnished and paid for by Owner, except that costs incurred in connection with tests or inspections of covered Work will be governed by the provisions of Paragraph 14.05.
- C. If Laws or Regulations of any public body having jurisdiction require any Work (or part thereof) specifically to be inspected, tested, or approved by an employee or other representative of such public body, Contractor shall assume full responsibility for arranging and obtaining such inspections, tests, or approvals, pay all costs in connection therewith, and furnish Engineer the required certificates of inspection or approval.

- D. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:
1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
 2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
 3. by manufacturers of equipment furnished under the Contract Documents;
 4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
 5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests will be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner and Engineer.

- E. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.
- F. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering will be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

- A. *Contractor's Obligation:* It is Contractor's obligation to assure that the Work is not defective.
- B. *Engineer's Authority:* Engineer has the authority to determine whether Work is defective, and to reject defective Work.
- C. *Notice of Defects:* Prompt written notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.
- D. *Correction, or Removal and Replacement:* Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.
- E. *Preservation of Warranties:* When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.
- F. *Costs and Damages:* In addition to its correction, removal, and replacement obligations with respect to defective Work, Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, fines levied against Owner by governmental authorities because the Work is defective, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs,

losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

- A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so (subject, if such acceptance occurs prior to final payment, to Engineer's confirmation that such acceptance is in general accord with the design intent and applicable engineering principles, and will not endanger public safety). Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work (such costs to be approved by Engineer as to reasonableness), and for the diminished value of the Work to the extent not otherwise paid by Contractor. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work will be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

- A. Engineer has the authority to require additional inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.
- B. If any Work is covered contrary to the written request of Engineer, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.
- C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, at Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.
 - 1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.
 - 2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

- A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work,

or any portion thereof, until the cause for such order has been eliminated; however, this right of Owner to stop the Work will not give rise to any duty on the part of Owner to exercise this right for the benefit of Contractor, any Subcontractor, any Supplier, any other individual or entity, or any surety for, or employee or agent of any of them.

14.07 Owner May Correct Defective Work

- A. If Contractor fails within a reasonable time after written notice from Engineer to correct defective Work, or to remove and replace defective Work as required by Engineer, then Owner may, after 7 days' written notice to Contractor, correct or remedy any such deficiency.
- B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.
- C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work.
- D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15—PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

- A. *Basis for Progress Payments:* The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments for Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.
- B. *Applications for Payments*
 - 1. At least 20 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents.
 - 2. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment must also be accompanied by: (a) a bill of sale, invoice, copies of subcontract or purchase order payments, or other documentation

establishing full payment by Contractor for the materials and equipment; (b) at Owner's request, documentation warranting that Owner has received the materials and equipment free and clear of all Liens; and (c) evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

3. Beginning with the second Application for Payment, each Application must include an affidavit of Contractor stating that all previous progress payments received by Contractor have been applied to discharge Contractor's legitimate obligations associated with prior Applications for Payment.
4. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. Review of Applications

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.
2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:
 - a. the Work has progressed to the point indicated;
 - b. the quality of the Work is generally in accordance with the Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, the results of any subsequent tests called for in the Contract Documents, a final determination of quantities and classifications for Unit Price Work under Paragraph 13.03, and any other qualifications stated in the recommendation); and
 - c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.
3. By recommending any such payment Engineer will not thereby be deemed to have represented that:
 - a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or
 - b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment, including final payment, will impose responsibility on Engineer:
 - a. to supervise, direct, or control the Work;
 - b. for the means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto;
 - c. for Contractor's failure to comply with Laws and Regulations applicable to Contractor's performance of the Work;
 - d. to make any examination to ascertain how or for what purposes Contractor has used the money paid by Owner; or
 - e. to determine that title to any of the Work, materials, or equipment has passed to Owner free and clear of any Liens.
5. Engineer may refuse to recommend the whole or any part of any payment if, in Engineer's opinion, it would be incorrect to make the representations to Owner stated in Paragraph 15.01.C.2.
6. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:
 - a. the Work is defective, requiring correction or replacement;
 - b. the Contract Price has been reduced by Change Orders;
 - c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or
 - e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Payment Becomes Due*

1. Ten days after presentation of the Application for Payment to Owner with Engineer's recommendation, the amount recommended (subject to any Owner set-offs) will become due, and when due will be paid by Owner to Contractor.

E. *Reductions in Payment by Owner*

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:
 - a. Claims have been made against Owner based on Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages resulting from Contractor's conduct in the performance or furnishing of the Work, including but not limited to claims, costs, losses, or damages from workplace injuries, adjacent property damage, non-compliance with Laws and Regulations, and patent infringement;

- b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;
 - c. Contractor has failed to provide and maintain required bonds or insurance;
 - d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;
 - e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;
 - f. The Work is defective, requiring correction or replacement;
 - g. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;
 - h. The Contract Price has been reduced by Change Orders;
 - i. An event has occurred that would constitute a default by Contractor and therefore justify a termination for cause;
 - j. Liquidated or other damages have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;
 - k. Liens have been filed in connection with the Work, except where Contractor has delivered a specific bond satisfactory to Owner to secure the satisfaction and discharge of such Liens; or
 - l. Other items entitle Owner to a set-off against the amount recommended.
2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action. The reduction imposed will be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.
 3. Upon a subsequent determination that Owner's refusal of payment was not justified, the amount wrongfully withheld will be treated as an amount due as determined by Paragraph 15.01.D.1 and subject to interest as provided in the Agreement.

15.02 *Contractor's Warranty of Title*

- A. Contractor warrants and guarantees that title to all Work, materials, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than 7 days after the time of payment by Owner.

15.03 *Substantial Completion*

- A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time

submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment.

- B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. If Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.
- C. If Engineer considers the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which will fix the date of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. Owner shall have 7 days after receipt of the preliminary certificate during which to make written objection to Engineer as to any provisions of the certificate or attached punch list. If, after considering the objections to the provisions of the preliminary certificate, Engineer concludes that the Work is not substantially complete, Engineer will, within 14 days after submission of the preliminary certificate to Owner, notify Contractor in writing that the Work is not substantially complete, stating the reasons therefor. If Owner does not object to the provisions of the certificate, or if despite consideration of Owner's objections Engineer concludes that the Work is substantially complete, then Engineer will, within said 14 days, execute and deliver to Owner and Contractor a final certificate of Substantial Completion (with a revised punch list of items to be completed or corrected) reflecting such changes from the preliminary certificate as Engineer believes justified after consideration of any objections from Owner.
- D. At the time of receipt of the preliminary certificate of Substantial Completion, Owner and Contractor will confer regarding Owner's use or occupancy of the Work following Substantial Completion, review the builder's risk insurance policy with respect to the end of the builder's risk coverage, and confirm the transition to coverage of the Work under a permanent property insurance policy held by Owner. Unless Owner and Contractor agree otherwise in writing, Owner shall bear responsibility for security, operation, protection of the Work, property insurance, maintenance, heat, and utilities upon Owner's use or occupancy of the Work.
- E. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.
- F. Owner shall have the right to exclude Contractor from the Site after the date of Substantial Completion subject to allowing Contractor reasonable access to remove its property and complete or correct items on the punch list.

15.04 *Partial Use or Occupancy*

- A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without

significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time, Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03.A through 15.03.E for that part of the Work.
2. At any time, Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.
3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work and the division of responsibility in respect thereof and access thereto.
4. No use or occupancy or separate operation of part of the Work may occur prior to compliance with the requirements of Paragraph 6.04 regarding builder's risk or other property insurance.

15.05 *Final Inspection*

- A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

15.06 *Final Payment*

A. *Application for Payment*

1. After Contractor has, in the opinion of Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.12), and other documents, Contractor may make application for final payment.
2. The final Application for Payment must be accompanied (except as previously delivered) by:
 - a. all documentation called for in the Contract Documents;
 - b. consent of the surety, if any, to final payment;
 - c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

- d. a list of all duly pending Change Proposals and Claims; and
 - e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights arising out of the Work, and of Liens filed in connection with the Work.
- 3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in liens or other burdens on Owner's property, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.
- B. *Engineer's Review of Final Application and Recommendation of Payment:* If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within 10 days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the final Application for Payment to Owner for payment. Such recommendation will account for any set-offs against payment that are necessary in Engineer's opinion to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.
- C. *Notice of Acceptability:* In support of its recommendation of payment of the final Application for Payment, Engineer will also give written notice to Owner and Contractor that the Work is acceptable, subject to stated limitations in the notice and to the provisions of Paragraph 15.07.
- D. *Completion of Work:* The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment and issuance of notice of the acceptability of the Work.
- E. *Final Payment Becomes Due:* Upon receipt from Engineer of the final Application for Payment and accompanying documentation, Owner shall set off against the amount recommended by Engineer for final payment any further sum to which Owner is entitled, including but not limited to set-offs for liquidated damages and set-offs allowed under the provisions of this Contract with respect to progress payments. Owner shall pay the resulting balance due to Contractor within 30 days of Owner's receipt of the final Application for Payment from Engineer.

15.07 *Waiver of Claims*

- A. By making final payment, Owner waives its claim or right to liquidated damages or other damages for late completion by Contractor, except as set forth in an outstanding Claim,

appeal under the provisions of Article 17, set-off, or express reservation of rights by Owner. Owner reserves all other claims or rights after final payment.

- B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted as a Claim, or appealed under the provisions of Article 17.

15.08 *Correction Period*

- A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the Supplementary Conditions or the terms of any applicable special guarantee required by the Contract Documents), Owner gives Contractor written notice that any Work has been found to be defective, or that Contractor's repair of any damages to the Site or adjacent areas has been found to be defective, then after receipt of such notice of defect Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:
 - 1. correct the defective repairs to the Site or such adjacent areas;
 - 2. correct such defective Work;
 - 3. remove the defective Work from the Project and replace it with Work that is not defective, if the defective Work has been rejected by Owner, and
 - 4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting from the corrective measures.
- B. Owner shall give any such notice of defect within 60 days of the discovery that such Work or repairs is defective. If such notice is given within such 60 days but after the end of the correction period, the notice will be deemed a notice of defective Work under Paragraph 7.17.B.
- C. If, after receipt of a notice of defect within 60 days and within the correction period, Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others). Contractor's failure to pay such costs, losses, and damages within 10 days of invoice from Owner will be deemed the start of an event giving rise to a Claim under Paragraph 12.01.B, such that any related Claim must be brought within 30 days of the failure to pay.
- D. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.
- E. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

- F. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph are not to be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16—SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

- A. At any time and without cause, Owner may suspend the Work or any portion thereof for a period of not more than 90 consecutive days by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times directly attributable to any such suspension. Any Change Proposal seeking such adjustments must be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

- A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:
1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to the Progress Schedule);
 2. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents;
 3. Contractor's disregard of Laws or Regulations of any public body having jurisdiction; or
 4. Contractor's repeated disregard of the authority of Owner or Engineer.
- B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor (and any surety) 10 days' written notice that Owner is considering a declaration that Contractor is in default and termination of the Contract, Owner may proceed to:
1. declare Contractor to be in default, and give Contractor (and any surety) written notice that the Contract is terminated; and
 2. enforce the rights available to Owner under any applicable performance bond.
- C. Subject to the terms and operation of any applicable performance bond, if Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient.
- D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within 7 days of receipt of notice of intent to terminate begins to correct its failure to perform and proceeds diligently to cure such failure.
- E. If Owner proceeds as provided in Paragraph 16.02.B, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects,

attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such claims, costs, losses, and damages incurred by Owner will be reviewed by Engineer as to their reasonableness and, when so approved by Engineer, incorporated in a Change Order. When exercising any rights or remedies under this paragraph, Owner shall not be required to obtain the lowest price for the Work performed.

- F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety under any payment bond or performance bond. Any retention or payment of money due Contractor by Owner will not release Contractor from liability.
- G. If and to the extent that Contractor has provided a performance bond under the provisions of Paragraph 6.01.A, the provisions of that bond will govern over any inconsistent provisions of Paragraphs 16.02.B and 16.02.D.

16.03 *Owner May Terminate for Convenience*

- A. Upon 7 days' written notice to Contractor and Engineer, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid for (without duplication of any items):
 - 1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination, including fair and reasonable sums for overhead and profit on such Work;
 - 2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses; and
 - 3. other reasonable expenses directly attributable to termination, including costs incurred to prepare a termination for convenience cost proposal.
- B. Contractor shall not be paid for any loss of anticipated profits or revenue, post-termination overhead costs, or other economic loss arising out of or resulting from such termination.

16.04 *Contractor May Stop Work or Terminate*

- A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 90 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 30 days to pay Contractor any sum finally determined to be due, then Contractor may, upon 7 days' written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.
- B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 30 days to pay Contractor any sum finally determined to be due, Contractor may, 7 days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor, including interest thereon. The

provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17—FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

- A. *Disputes Subject to Final Resolution:* The following disputed matters are subject to final resolution under the provisions of this article:
 - 1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full, pursuant to Article 12; and
 - 2. Disputes between Owner and Contractor concerning the Work, or obligations under the Contract Documents, that arise after final payment has been made.
- B. *Final Resolution of Disputes:* For any dispute subject to resolution under this article, Owner or Contractor may:
 - 1. elect in writing to invoke the dispute resolution process provided for in the Supplementary Conditions;
 - 2. agree with the other party to submit the dispute to another dispute resolution process; or
 - 3. if no dispute resolution process is provided for in the Supplementary Conditions or mutually agreed to, give written notice to the other party of the intent to submit the dispute to a court of competent jurisdiction.

ARTICLE 18—MISCELLANEOUS

18.01 *Giving Notice*

- A. Whenever any provision of the Contract requires the giving of written notice to Owner, Engineer, or Contractor, it will be deemed to have been validly given only if delivered:
 - 1. in person, by a commercial courier service or otherwise, to the recipient's place of business;
 - 2. by registered or certified mail, postage prepaid, to the recipient's place of business; or
 - 3. by e-mail to the recipient, with the words "Formal Notice" or similar in the e-mail's subject line.

18.02 *Computation of Times*

- A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

18.03 *Cumulative Remedies*

- A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of the Contract. The provisions of this paragraph will be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

18.04 *Limitation of Damages*

- A. With respect to any and all Change Proposals, Claims, disputes subject to final resolution, and other matters at issue, neither Owner nor Engineer, nor any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, shall be liable to Contractor for any claims, costs, losses, or damages sustained by Contractor on or in connection with any other project or anticipated project.

18.05 *No Waiver*

- A. A party's non-enforcement of any provision will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

- A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination of the Contract or of the services of Contractor.

18.07 *Controlling Law*

- A. This Contract is to be governed by the law of the state in which the Project is located.

18.08 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party to this Contract of any rights under or interests in the Contract will be binding on the other party without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract.

18.09 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

18.10 *Headings*

- A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

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SUPPLEMENTARY CONDITIONS OF THE CONSTRUCTION CONTRACT

These Supplementary Conditions amend or supplement EJCDC® C-700, Standard General Conditions of the Construction Contract (2018). The General Conditions remain in full force and effect except as amended.

The terms used in these Supplementary Conditions have the meanings stated in the General Conditions. Additional terms used in these Supplementary Conditions have the meanings stated below, which are applicable to both the singular and plural thereof.

The address system used in these Supplementary Conditions is the same as the address system used in the General Conditions, with the prefix "SC" added—for example, "Paragraph SC-4.05."

Article 1—DEFINITIONS AND TERMINOLOGY

SC-1.01.A.16 Add the following to Paragraph 1.01.A.16:

Whenever the Project is to be constructed under multiple direct Contracts, the term "Contractor" shall mean the appropriate prime Contractor. Whenever a specific prime Contractor is referred to, terms such as "General Contractor", "Electrical Contractor", "Plumbing Contractor", "HVAC Contractor", or other appropriate Contract-indicating term will be used.

SC-1.01.A.40 Add a new sentence to Paragraph 1.01.A.40 that is to read as follows:

Trucking, shipping, and delivery firms, consultants, and entities performing testing or inspection retained by Contractor or any Subcontractor are considered to be Subcontractors.

SC-1.01.A.45 Add a new sentence to Paragraph 1.01.A.45 that is to read as follows:

Entities that rent construction equipment or machinery, but are not incorporated into the Work, are considered to be Suppliers. If such rental entity furnishes both equipment and one or more personnel to operate and maintain the equipment, such entity is a Subcontractor.

SC-1.02.C Add the following language at the end of the sentence:

unless otherwise noted

Article 2—PRELIMINARY MATTERS

2.02 *Copies of Documents*

SC-2.02 Amend the first sentence of Paragraph 2.02.A. to read as follows:

Owner shall furnish to Contractor one printed copy of the Contract Documents (including one fully signed counterpart of the Agreement), and one copy in electronic portable document format (PDF).

2.06 *Electronic Transmittals*

SC-2.06 Delete Paragraphs 2.06.B and 2.06.C in their entirety and insert the following in their place:

B. *Electronic Documents Protocol*: The parties shall conform to the following provisions in Paragraphs 2.06.B and 2.06.C, together referred to as the Electronic Documents Protocol (“EDP” or “Protocol”) for exchange of electronic transmittals.

1. *Basic Requirements*

- a. To the fullest extent practical, the parties agree to and will transmit and accept Electronic Documents in an electronic or digital format using the procedures described in this Protocol. Use of the Electronic Documents and any information contained therein is subject to the requirements of this Protocol and other provisions of the Contract.
- b. The contents of the information in any Electronic Document will be the responsibility of the transmitting party.
- c. Electronic Documents as exchanged by this Protocol may be used in the same manner as the printed versions of the same documents that are exchanged using non-electronic format and methods, subject to the same governing requirements, limitations, and restrictions, set forth in the Contract Documents.
- d. Except as otherwise explicitly stated herein, the terms of this Protocol will be incorporated into any other agreement or subcontract between a party and any third party for any portion of the Work on the Project, or any Project-related services, where that third party is, either directly or indirectly, required to exchange Electronic Documents with a party or with Engineer. Nothing herein will modify the requirements of the Contract regarding communications between and among the parties and their subcontractors and consultants.
- e. When transmitting Electronic Documents, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the receiving party’s use of software application packages, operating systems, or computer hardware differing from those established in this Protocol.
- f. Nothing herein negates any obligation 1) in the Contract to create, provide, or maintain an original printed record version of Drawings and Specifications, signed and sealed according to applicable Laws and Regulations; 2) to comply with any applicable Law or Regulation governing the signing and sealing of design documents or the signing and electronic transmission of any other documents; or 3) to comply with the notice requirements of Paragraph 18.01 of the General Conditions.

2. *System Infrastructure for Electronic Document Exchange*

- a. Each party will provide hardware, operating system(s) software, internet, e-mail, and large file transfer functions (“System Infrastructure”) at its own cost and sufficient for complying with the EDP requirements. With the exception of minimum standards set forth in this EDP, and any explicit system requirements specified by attachment to this EDP, it is the obligation of each party to determine, for itself, its own System Infrastructure.

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- 1) The maximum size of an email attachment for exchange of Electronic Documents under this EDP is 20 MB. Attachments larger than that may be exchanged using large file transfer functions or physical media.
 - 2) Each Party assumes full and complete responsibility for any and all of its own costs, delays, deficiencies, and errors associated with converting, translating, updating, verifying, licensing, or otherwise enabling its System Infrastructure, including operating systems and software, for use with respect to this EDP.
- b. Each party is responsible for its own system operations, security, back-up, archiving, audits, printing resources, and other Information Technology ("IT") for maintaining operations of its System Infrastructure during the Project, including coordination with the party's individual(s) or entity responsible for managing its System Infrastructure and capable of addressing routine communications and other IT issues affecting the exchange of Electronic Documents.
 - c. Each party will operate and maintain industry-standard, industry-accepted, ISO-standard, commercial-grade security software and systems that are intended to protect the other party from: software viruses and other malicious software like worms, trojans, adware; data breaches; loss of confidentiality; and other threats in the transmission to or storage of information from the other parties, including transmission of Electronic Documents by physical media such as CD/DVD/flash drive/hard drive. To the extent that a party maintains and operates such security software and systems, it shall not be liable to the other party for any breach of system security.
 - d. In the case of disputes, conflicts, or modifications to the EDP required to address issues affecting System Infrastructure, the parties shall cooperatively resolve the issues; but, failing resolution, the Owner is authorized to make and require reasonable and necessary changes to the EDP to effectuate its original intent. If the changes cause additional cost or time to Contractor, not reasonably anticipated under the original EDP, Contractor may seek an adjustment in price or time under the appropriate process in the Contract.
 - e. Each party is responsible for its own back-up and archive of documents sent and received during the term of the contract under this EDP, unless this EDP establishes a Project document archive, either as part of a mandatory Project website or other communications protocol, upon which the parties may rely for document archiving during the specified term of operation of such Project document archive. Further, each party remains solely responsible for its own post-Project back-up and archive of Project documents after the term of the Contract, or after termination of the Project document archive, if one is established, for as long as required by the Contract and as each party deems necessary for its own purposes.
 - f. If a receiving party receives an obviously corrupted, damaged, or unreadable Electronic Document, the receiving party will advise the sending party of the incomplete transmission.
 - g. The parties will bring any non-conforming Electronic Documents into compliance with the EDP. The parties will attempt to complete a successful transmission of the

Electronic Document or use an alternative delivery method to complete the communication.

- h. The Owner may operate a Project information management system (also referred to in this EDP as “Project Website”) for use of Owner, Engineer and Contractor during the Project for exchange and storage of Project-related communications and information. Except as otherwise provided in this EDP or the General Conditions, use of the Project Website by the parties as described in this Paragraph will be mandatory for exchange of Project documents, communications, submittals, and other Project-related information. The following conditions and standards will govern use of the Project Website:
 - 1) Describe the period of time during which the Project Website will be operated and be available for reliance by the parties;
 - 2) Provide any minimum system infrastructure, software licensing and security standards for access to and use of the Project Website;
 - 3) Describe the types and extent of services to be provided at the Project Website (such as large file transfer, email, communication and document archives, etc.); and
 - 4) Include any other Project Website attributes that may be pertinent to Contractor’s use of the facility and pricing of such use.

C. Software Requirements for Electronic Document Exchange; Limitations

- 1. Each party will acquire the software and software licenses necessary to create and transmit Electronic Documents and to read and to use any Electronic Documents received from the other party (and if relevant from third parties), using the software formats required in this section of the EDP.
 - a. Prior to using any updated version of the software required in this section for sending Electronic Documents to the other party, the originating party will first notify and receive concurrence from the other party for use of the updated version or adjust its transmission to comply with this EDP.
- 2. The parties agree not to intentionally edit, reverse engineer, decrypt, remove security or encryption features, or convert to another format for modification purposes any Electronic Document or information contained therein that was transmitted in a software data format, including Portable Document Format (PDF), intended by sender not to be modified, unless the receiving party obtains the permission of the sending party or is citing or quoting excerpts of the Electronic Document for Project purposes.
- 3. Software and data formats for exchange of Electronic Documents will conform to the requirements set forth in Exhibit A to this EDP, including software versions, if listed.

SC-2.06 Supplement Paragraph 2.06 of the General Conditions by adding the following paragraph:

D. Requests by Contractor for Electronic Documents in Other Formats

- 1. Release of any Electronic Document versions of the Project documents in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be at the sole discretion of the Owner.

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2. To extent determined by Owner, in its sole discretion, to be prudent and necessary, release of Electronic Documents versions of Project documents and other Project information requested by Contractor ("Request") in formats other than those identified in the Electronic Documents Protocol (if any) or elsewhere in the Contract will be subject to the provisions of the Owner's response to the Request, and to the following conditions to which Contractor agrees:
 - a. The content included in the Electronic Documents created by Engineer and covered by the Request was prepared by Engineer as an internal working document for Engineer's purposes solely, and is being provided to Contractor on an "AS IS" basis without any warranties of any kind, including, but not limited to any implied warranties of fitness for any purpose. As such, Contractor is advised and acknowledges that the content may not be suitable for Contractor's application or may require substantial modification and independent verification by Contractor. The content may include limited resolution of models, not-to-scale schematic representations and symbols, use of notes to convey design concepts in lieu of accurate graphics, approximations, graphical simplifications, undocumented intermediate revisions, and other devices that may affect subsequent reuse.
 - b. Electronic Documents containing text, graphics, metadata, or other types of data that are provided by Engineer to Contractor under the request are only for convenience of Contractor. Any conclusion or information obtained or derived from such data will be at the Contractor's sole risk and the Contractor waives any claims against Engineer or Owner arising from use of data in Electronic Documents covered by the Request.
 - c. Contractor shall indemnify and hold harmless Owner and Engineer and their subconsultants from all claims, damages, losses, and expenses, including attorneys' fees and defense costs arising out of or resulting from Contractor's use, adaptation, or distribution of any Electronic Documents provided under the Request.
 - d. Contractor agrees not to sell, copy, transfer, forward, give away or otherwise distribute this information (in source or modified file format) to any third party without the direct written authorization of Engineer, unless such distribution is specifically identified in the Request and is limited to Contractor's subcontractors. Contractor warrants that subsequent use by Contractor's subcontractors complies with all terms of the Contract Documents and Owner's response to Request.
 - e. Contractor agrees to execute ENGINEER's standard agreement for release of electronic files (copy attached to Specification Section 01 78 39. Record Documents) and shall abide by the provisions of such agreement for release of electronic files.
3. In the event that Owner elects to provide or directs the Engineer to provide to Contractor any Contractor-requested Electronic Document versions of Project information that is not explicitly identified in the Contract Documents as being available to Contractor, the Owner shall be reimbursed by Contractor on an hourly basis at cost for any engineering costs necessary to create or otherwise prepare the data in a manner deemed appropriate by Engineer.

Article 3—**CONTRACT DOCUMENTS: INTENT, REQUIREMENTS, REUSE**

No suggested Supplementary Conditions in this Article.

Article 4—**COMMENCEMENT AND PROGRESS OF THE WORK**

4.05 *Delays in Contractor's Progress*

SC-4.05 Amend Paragraph 4.05.D by adding the following subparagraphs:

4. *Weather-Related Delays*

- a. If “abnormal weather conditions” as set forth in Paragraph 4.05.C.2 of the General Conditions are the basis for a request for an equitable adjustment in the Contract Times, such request must be documented by data substantiating each of the following: 1) that weather conditions were abnormal for the period of time in which the delay occurred, 2) that such weather conditions could not have been reasonably anticipated, and 3) that such weather conditions had an adverse effect on the Work as scheduled.
- b. The existence of abnormal weather conditions will be determined in accordance with the following:
 - 1.) A documentable level of precipitation that impacts the specific tasks required at that time. Documentation must be submitted of the described impact on the tasks and the amount of precipitation. Acceptable documentation of precipitation amounts includes records from the National Weather Service at the Buffalo International Airport, a picture of a precipitation measurement device (with proof of location, date and time), or records from another agreed upon source.
 - 2.) A documentable temperature that impacts the specific tasks required at that time. Documentation must be submitted of the described impact on the tasks and the temperature. Acceptable documentation of temperature includes records from the National Weather Service at the Buffalo International Airport, a picture of a weather app (that indicates location, date and time), or records from another agreed upon source.
- c. The time allocated in the Contract has accounted for a reasonable amount of “abnormal weather conditions” delays. Contractor shall not be entitled to an adjustment in Contract Time if the stated condition, or the number of days of the stated condition, is within 10% of the average for that condition in that month (as determined by averaging the data for the last 10 years from the National Weather Service at the Buffalo International Airport or other agreed upon source).

Article 5—**SITE, SUBSURFACE AND PHYSICAL CONDITIONS, HAZARDOUS ENVIRONMENTAL CONDITIONS**

5.01 *Availability of Lands – Not Used*

5.03 *Subsurface and Physical Conditions*

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SC-5.03 Add the following new paragraphs immediately after Paragraph 5.03.D:

- E. The following table lists the reports of explorations and tests of subsurface conditions at or adjacent to the Site that contain Technical Data, and specifically identifies the Technical Data in the report upon which Contractor may rely: **If there are no such reports, so indicate in the table.**

Report Title	Date of Report	Technical Data
		Non Available

- F. The following table lists the drawings of existing physical conditions at or adjacent to the Site, including those drawings depicting existing surface or subsurface structures at or adjacent to the Site (except Underground Facilities), that contain Technical Data, and specifically identifies the Technical Data upon which Contractor may rely: **If there are no such drawings, so indicate in the table.**

Drawings Title	Date of Drawings	Technical Data
		None Available

- G. Contractor may examine copies of reports and drawings identified in SC-5.03.E and SC-5.03.F that were not included with the Bidding Documents at 95 Franklin St., Room 1034 during regular business hours, or may request copies from Engineer.

5.06 *Hazardous Environmental Conditions – Not Used*

SC-5.06 Bonds and Insurance

6.01 *Performance, Payment, and Other Bonds*

SC-6.01 Add the following paragraphs immediately after Paragraph 6.01.A:

1. *Required Performance Bond Form:* The performance bond that Contractor furnishes will be in the form of EJCDC® C-610, Performance Bond (2010, 2013, or 2018 edition).
2. *Required Payment Bond Form:* The payment bond that Contractor furnishes will be in the form of EJCDC® C-615, Payment Bond (2010, 2013, or 2018 edition).

6.02 *Insurance—General Provisions*

SC-6.02 Add the following paragraph immediately after Paragraph 6.02.D of the General Conditions:

1. The certificates of insurance must be in the form of “County of Erie Standard Insurance Certificate” a copy of which is attached as Exhibit B. Two copies shall be provided.

6.03 *Contractor’s Insurance*

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SC-6.03 Supplement Paragraph 6.03 with the following provisions after Paragraph 6.03.C:

- D. *Other Additional Insureds:* As a supplement to the provisions of Paragraph 6.03.C of the General Conditions, the commercial general liability, automobile liability, umbrella or excess, pollution liability, and unmanned aerial vehicle liability policies must include as additional insureds (in addition to County of Erie) the following: **Village of Blasdel**
- E. *Workers' Compensation and Employer's Liability:* Contractor shall purchase and maintain workers' compensation and employer's liability insurance, including, as applicable, United States Longshoreman and Harbor Workers' Compensation Act, and foreign voluntary workers' compensation (from available sources, notwithstanding the jurisdictional requirement of Paragraph 6.02.B of the General Conditions).

Workers' Compensation and Related Policies	Policy limits of not less than:
Workers' Compensation	
State	Statutory
Applicable Federal (e.g., Longshoreman's)	Statutory
Foreign voluntary workers' compensation (employer's responsibility coverage), if applicable	Statutory
Employer's Liability	
Each accident	Statutory
Each employee	Statutory
Policy limit	Statutory
Disability	
Policy limit	Statutory

- F. *Commercial General Liability—Claims Covered:* Contractor shall purchase and maintain commercial general liability insurance, covering all operations by or on behalf of Contractor, on an occurrence basis, against claims for:
1. damages because of bodily injury, sickness or disease, or death of any person other than Contractor's employees,
 2. damages insured by reasonably available personal injury liability coverage, and
 3. damages because of injury to or destruction of tangible property wherever located, including loss of use resulting therefrom.
- G. *Commercial General Liability—Form and Content:* Contractor's commercial liability policy must be written on a 1996 (or later) Insurance Services Organization, Inc. (ISO) commercial general liability form (occurrence form) and include the following coverages and endorsements:
1. Products and completed operations coverage.
 - a. Such insurance must be maintained for three years after final payment.
 - b. Contractor shall furnish Owner and each other additional insured (as identified in the Supplementary Conditions or elsewhere in the Contract) evidence of continuation of such insurance at final payment and three years thereafter.

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2. Blanket contractual liability coverage, including but not limited to coverage of Contractor's contractual indemnity obligations in Paragraph 7.18.
 3. Severability of interests and no insured-versus-insured or cross-liability exclusions.
 4. Underground, explosion, and collapse coverage.
 5. Personal injury coverage.
 6. Additional insured endorsements that include both ongoing operations and products and completed operations coverage through ISO Endorsements CG 20 10 10 01 and CG 20 37 10 01 (together). If Contractor demonstrates to Owner that the specified ISO endorsements are not commercially available, then Contractor may satisfy this requirement by providing equivalent endorsements.
 7. For design professional additional insureds, ISO Endorsement CG 20 32 07 04 "Additional Insured—Engineers, Architects or Surveyors Not Engaged by the Named Insured" or its equivalent.
- H. *Commercial General Liability—Excluded Content:* The commercial general liability insurance policy, including its coverages, endorsements, and incorporated provisions, must not include any of the following:
1. Any modification of the standard definition of "insured contract" (except to delete the railroad protective liability exclusion if Contractor is required to indemnify a railroad or others with respect to Work within 50 feet of railroad property).
 2. Any exclusion for water intrusion or water damage.
 3. Any provisions resulting in the erosion of insurance limits by defense costs other than those already incorporated in ISO form CG 00 01.
 4. Any exclusion of coverage relating to earth subsidence or movement.
 5. Any exclusion for the insured's vicarious liability, strict liability, or statutory liability (other than worker's compensation).
 6. Any limitation or exclusion based on the nature of Contractor's work.
 7. Any professional liability exclusion broader in effect than the most recent edition of ISO form CG 22 79.
- I. *Commercial General Liability—Minimum Policy Limits*

Commercial General Liability	Policy limits of not less than:
General Aggregate	\$2,000,000
Products—Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Bodily Injury and Property Damage—Each Occurrence	\$1,000,000

- J. *Automobile Liability:* Contractor shall purchase and maintain automobile liability insurance for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance, or use of any motor vehicle. The automobile liability policy must be written on an occurrence basis.

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Automobile Liability	Policy limits of not less than:
Combined Single Limit	
Combined Single Limit (Bodily Injury and Property Damage)	\$1,000,000

- K. *Umbrella or Excess Liability:* Contractor shall purchase and maintain umbrella or excess liability insurance written over the underlying employer's liability, commercial general liability, and automobile liability insurance described in the Paragraphs above. The coverage afforded must be at least as broad as that of each and every one of the underlying policies.

Excess or Umbrella Liability	Policy limits of not less than:
Each Occurrence	\$5,000,000
General Aggregate	\$5,000,000

6.04 *Builder's Risk and Other Property Insurance*

SC-6.04 Supplement Paragraph 6.04 of the General Conditions with the following provisions:

- F. *Builder's Risk Requirements:* The builder's risk insurance must:
1. be written on a builder's risk "all risk" policy form that at a minimum includes insurance for physical loss or damage to the Work, temporary buildings, falsework, and materials and equipment stored and in transit, and must not exclude the coverage of the following risks: fire; windstorm; hail; flood; earthquake, volcanic activity, and other earth movement; lightning; riot; civil commotion; terrorism; vehicle impact; aircraft; smoke; theft; vandalism and malicious mischief; mechanical breakdown, boiler explosion, and artificially generated electric current; collapse; explosion; debris removal; demolition occasioned by enforcement of Laws and Regulations; and water damage (other than that caused by flood).
 - a. Such policy will include an exception that results in coverage for ensuing losses from physical damage or loss with respect to any defective workmanship, methods, design, or materials exclusions.
 - b. If insurance against mechanical breakdown, boiler explosion, and artificially generated electric current; earthquake, volcanic activity, and other earth movement; or flood, are not commercially available under builder's risk policies, by endorsement or otherwise, such insurance will be provided through other insurance policies acceptable to Owner and Contractor.
 2. cover, as insured property, at least the following: (a) the Work and all materials, supplies, machinery, apparatus, equipment, fixtures, and other property of a similar nature that are to be incorporated into or used in the preparation, fabrication, construction, erection, or completion of the Work, including Owner-furnished or assigned property; (b) spare parts inventory required within the scope of the Contract; and (c) temporary works which are not intended to form part of the permanent constructed Work but which are intended to provide working access to the Site, or to the Work under construction, or which are intended to provide temporary support for the Work under construction, including scaffolding, form work, fences, shoring, falsework, and temporary structures.

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3. cover expenses incurred in the repair or replacement of any insured property (including but not limited to fees and charges of contractors, engineers, and architects).
4. extend to cover damage or loss to insured property while in temporary storage at the Site or in a storage location outside the Site (but not including property stored at the premises of a manufacturer or Supplier).
5. extend to cover damage or loss to insured property while in transit.
6. allow for the waiver of the insurer's subrogation rights, as set forth in this Contract.
7. allow for partial occupancy or use by Owner by endorsement, and without cancellation or lapse of coverage.
8. include performance/hot testing and start-up, if applicable.
9. be maintained in effect until the Work is complete, as set forth in Paragraph 15.06.D of the General Conditions, or until written confirmation of Owner's procurement of property insurance following Substantial Completion, whichever occurs first.
10. include as named insureds the Owner, Contractor, Subcontractors (of every tier), and any other individuals or entities required by this Contract to be insured under such builder's risk policy. For purposes of Paragraphs 6.04, 6.05, and 6.06 of the General Conditions, and this and all other corresponding Supplementary Conditions, the parties required to be insured will be referred to collectively as "insureds." In addition to Owner, Contractor, and Subcontractors of every tier, include as insureds the following:

ARTICLE 7 - CONTRACTOR'S RESPONSIBILITIES

7.02 *Supervision and Superintendence*

SC-7.02 Amend Paragraph 7.02.B of the General Conditions by adding the following sentence:

Unless the Owner otherwise agrees in writing, the superintendent will be Contractor's representative at the Site and shall have authority to act on behalf of Contractor. All communications given to or received from the superintendent shall be binding on Contractor.

7.03 *Labor; Working Hours*

SC-7.03 Add the following new subparagraphs immediately after Paragraph 7.03.C:

1. Regular working hours will be 7:30 AM to 3:30 PM.
2. Owner's legal holidays are legal holidays include New Year's Day, Martin Luther King Jr Day, President's Day, Good Friday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and Christmas.

- SC-7.03 Amend the first and second sentences of Paragraph 7.03.C to state "...all Work at the Site must be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday or any legal holiday."
- SC-7.03 Add the following sentence at the end of Paragraph 7.03.C:
2. Applications to perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays should be made using NYS Department of Labor PW-30, "Application for Dispensation of Hours", which can be found at www.labor.ny.gov.
- SC-7.03 Add the following new paragraph immediately after Paragraph 7.03.C:
- D. Contractor shall be responsible for the cost of any overtime pay or other expense incurred by the Owner for Engineer's services (including those of the Resident Project Representative, if any), Owner's representative, and construction observation services, occasioned by the performance of Work on Saturday, Sunday, any legal holiday, or as overtime on any regular work day. If Contractor is responsible but does not pay, or if the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under Article 15.

7.07 Concerning Subcontractors and Suppliers

SC-7.07 Add the following new subparagraph immediately after Paragraph 7.07.A :

1. Owner reserves the right to limit the amount of Work subcontracted to a maximum of 50 percent of the Contract Price.

7.10 Taxes

SC-7.10 Delete Paragraph 7.10.A in its entirety and insert the following in its place:

- A. Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties thereof on all materials to be incorporated into the Work.
 1. Owner will furnish the required certificates of tax exemption to Contractor for use in the purchase of supplies and materials to be incorporated into the Work.
 2. Owner's exemption does not apply to construction tools, machinery, equipment, or other property purchased by or leased by Contractor, or to supplies or materials not incorporated into the Work.

7.13 Safety and Protection

SC-7.13 Amend the second sentence of Paragraph 7.13.G by deleting the words "...the Supplementary Conditions or Specifications." and replace with the words Specification Section 01 35 23, Owner Safety Requirements".

7.14 Hazard Communication Programs

SC-7.14 Add the following new paragraph immediately after Paragraph 7.14.A:

B. Contractor shall provide a centralized location for the maintenance of the safety data sheets or other hazard communication information required to be made available by any employer on the Site. Location of the safety data sheets or other hazard communication information shall be readily accessible to the employees of all employers on the Site.

ARTICLE 8 -OTHER WORK AT THE SITE

8.02 *Coordination*

SC-8.02 Add the following new Paragraph 8.02.C immediately after Paragraph 8.02.B and renumber the following paragraphs:

1. The General Contractor shall have authority and responsibility for coordination of the various contractors and work forces at the Site;
2. The following specific matters are to be covered by such authority and responsibility: Project Schedule
3. The extent of such authority and responsibilities is: Coordinating project schedule

ARTICLE 9 - OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

 Add the following new paragraph immediately after Paragraph 9.01.A:

1. Verbal instructions will be confirmed with written directives

9.12 *Safety Programs*

SC-9.12.B Delete Paragraph 9.12.B in its entirety and insert the following in its place:

- B. The Owner's safety program is in the Specifications

ARTICLE 10 - ENGINEER'S STATUS DURING CONSTRUCTION

10.03 *Resident Project Representative*

SC-10.03 Add the following new paragraphs immediately after Paragraph 10.03.B:

- C. The Resident Project Representative (RPR) will be Engineer's representative at the Site. RPR's dealings in matters pertaining to the Work in general will be with Engineer and Contractor. RPR's dealings with Subcontractors will only be through or with the full knowledge or approval of Contractor. The RPR will:
 1. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.

2. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
 3. *Liaison*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for Contractor's proper execution of the Work.
 4. *Review of Work; Defective Work*
 - a. Conduct on-Site observations of the Work to assist Engineer in determining, to the extent set forth in Paragraph 10.02, if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Observe whether any Work in place appears to be defective.
 - c. Observe whether any Work in place should be uncovered for observation, or requires special testing, inspection or approval.
 5. *Inspections and Tests*
 - a. Observe Contractor-arranged inspections required by Laws and Regulations, including but not limited to those performed by public or other agencies having jurisdiction over the Work.
 - b. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work.
 6. *Payment Requests:* Review Applications for Payment with Contractor.
 7. *Completion*
 - a. Participate in Engineer's visits regarding Substantial Completion.
 - b. Assist in the preparation of a punch list of items to be completed or corrected.
 - c. Participate in Engineer's visit to the Site in the company of Owner and Contractor regarding completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
 - d. Observe whether items on the final punch list have been completed or corrected.
- D. The RPR will not:
1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
 2. Exceed limitations of Engineer's authority as set forth in the Contract Documents.
 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers.

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction.
- 5 Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Authorize Owner to occupy the Project in whole or in part.

ARTICLE 11 - CHANGES TO THE CONTRACT

No suggested Supplementary Conditions in this Article.

ARTICLE 12 -CLAIMS

No suggested Supplementary Conditions in this Article.

ARTICLE 13 -COST OF WORK; ALLOWANCES, UNIT PRICE WORK

13.01 Cost of the Work

SC-13.01 Supplement Paragraph 13.01.B.5.c.(2) by adding the following sentence:

The equipment rental rate book that governs the included costs for the rental of machinery and equipment owned by Contractor (or a related entity) under the Cost of the Work provisions of this Contract is the most current edition of Rental Rate Blue Book For Construction Equipment.

SC-13.01 Supplement Paragraph 13.01.C.2 by adding the following definition of small tools and hand tools:

- a. For purposes of this paragraph, “small tools and hand tools” means any tool or equipment whose current price if it were purchased new at retail would be less than \$750.

13.03 Unit Price Work

SC-13.03 Delete Paragraph 13.03.E in its entirety and insert the following in its place:

E. *Adjustments in Unit Price*

1. Contractor or Owner shall be entitled to an adjustment in the unit price with respect to an item of Unit Price Work if:
 - a. the extended price of a particular item of Unit Price Work amounts to five percent or more of the Contract Price (based on estimated quantities at the time of Contract formation) and the variation in the quantity of that particular item of Unit Price Work actually furnished or performed by Contractor differs by more than

00 73 01, Supplementary Conditions

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fifteen percent from the estimated quantity of such item indicated in the Agreement; and

- b. Contractor's unit costs to perform the item of Unit Price Work have changed materially and significantly as a result of the quantity change.
2. The adjustment in unit price will account for and be coordinated with any related changes in quantities of other items of Work, and in Contractor's costs to perform such other Work, such that the resulting overall change in Contract Price is equitable to Owner and Contractor.
3. Adjusted unit prices will apply to all units of that item.

ARTICLE – 14 TESTS AND INSPECTIONS; CORRECTION, REMOVAL, OR ACCEPTANCE OF DEFECTIVE WORK

No suggested Supplementary Conditions in this Article.

ARTICLE 15 - PAYMENTS TO CONTRACTOR, SET OFFS; COMPLETIONS; CORRECTION PERIOD

15.01 Progress Payments

SC-15.01.B.1 Delete Paragraph 15.01.B.1 and insert the following in its place:

1. Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the last day of the preceding month and accompanied by such supporting documentation as is required by the Contract Documents.

SC-15.01.D.1 Delete the word "Ten" and insert "thirty".

15.03 Substantial Completion

SC-15.03 Add the following new subparagraph to Paragraph 15.03.B:

1. If some or all of the Work has been determined not to be at a point of Substantial Completion and will require reinspection or retesting by Engineer, the cost of such reinspection or retesting, including the cost of time, travel and living expenses, will be paid by Contractor to Owner. If Contractor does not pay, or the parties are unable to agree as to the amount owed, then Owner may impose a reasonable set-off against payments due under this Article 15.

SC-15.06 Add the following language immediately following Paragraph 15.06.A.2.e:

- f. signed release from any property owner's that contractor leased land from

ARTICLE 16 - SUSPENSION OF WORK AND TERMINATION

No suggested Supplementary Conditions in this Article.

ARTICLE 17 - FINAL RESOLUTIONS OF DISPUTES

17.02 Attorneys' Fees

SC-17.02 Add the following new paragraph immediately after Paragraph 17.01.

17.02 Attorneys' Fees

- A. For any matter subject to final resolution under this Article, the prevailing party shall be entitled to an award of its attorneys' fees incurred in the final resolution proceedings, in an equitable amount to be determined in the discretion of the court, arbitrator, arbitration panel, or other arbiter of the matter subject to final resolution, taking into account the parties' initial demand or defense positions in comparison with the final result.

ARTICLE 18 - MISCELLANEOUS

No suggested Supplementary Conditions in this Article

EXHIBIT A—SOFTWARE REQUIREMENTS FOR ELECTRONIC DOCUMENT EXCHANGE

Item	Electronic Documents	Transmittal Means	Data Format	Note (1)
a.1	General communications, transmittal covers, meeting notices and responses to general information requests for which there is no specific prescribed form.	Email	Email	
a.2	Meeting agendas, meeting minutes, RFI's and responses to RFI's, and Contract forms.	Email w/ Attachment	PDF	(2)
a.3	Contractors Submittals (Shop Drawings, "or equal" requests, substitution requests, documentation accompanying Sample submittals and other submittals) to Owner and Engineer, and Owner's and Engineer's responses to Contractor's Submittals, Shop Drawings, correspondence, and Applications for Payment.	Email w/ Attachment or LFE	PDF	
a.4	Correspondence; milestone and final version Submittals of reports, layouts, Drawings, maps, calculations and spreadsheets, Specifications, Drawings and other Submittals from Contractor to Owner or Engineer and for responses from Engineer and Owner to Contractor regarding Submittals.	Email w/ Attachment or LFE	PDF	
a.5	Layouts and drawings to be submitted to Owner for future use and modification.	Email w/ Attachment or LFE	DWG	
a.6	Correspondence, reports and Specifications to be submitted to Owner for future word processing use and modification.	Email w/ Attachment or LFE	DOC	
a.7	Spreadsheets and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	EXC	
a.8	Database files and data to be submitted to Owner for future data processing use and modification.	Email w/ Attachment or LFE	DB	
Notes				
(1)	All exchanges and uses of transmitted data are subject to the appropriate provisions of Contract Documents.			
(2)	Transmittal of written notices is governed by Paragraph 18.01 of the General Conditions.			
Key				
Email	Standard Email formats (.htm, .rtf, or .txt). Do not use stationery formatting or other features that impair legibility of content on screen or in printed copies			
LFE	Agreed upon Large File Exchange method (FTP, CD, DVD, hard drive)			
PDF	Portable Document Format readable by Adobe® Acrobat Reader			
DWG	Autodesk® AutoCAD .dwg format			
DOC	Microsoft® Word .docx format			
EXC	Microsoft® Excel .xls or .xml format			
DB	Microsoft® Access .mdb format			

EXHIBIT B - ERIE COUNTY STANDARD INSURANCE CERTIFICATE



County of Erie Standard Insurance Certificate

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

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

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

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

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

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

CERTIFICATE HOLDER

CANCELLATION

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

X. FOR COUNTY USE ONLY:

Name of County Dept. Requesting Certificate

Purchase Order or Contact Number

Vendor Insurance Classification

Dept. Envir.& Planning Div. Sewerage Mgmt.

All operations with Erie County DEP/DSM

"C"

INSTRUCTIONS FOR COUNTY OF ERIE STANDARD INSURANCE CERTIFICATE

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

II. CERTIFICATES OF INSURANCE

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

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

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

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

IV. Minimum coverage with limits are as follows:

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

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

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

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

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

VIII. required.

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

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

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

Use Applicable Certificates Below:

Workers Compensation Forms

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

DBL (Disability Benefits Law) Forms

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

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

SECTION 00 73 36

EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

This Section details equal employment opportunity requirements for the Project. This Section is part of the Contract Documents.

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Article 1— County of Erie E.E.O Affirmative Action Plan	2
Article 2— Erie County Executive Order #13 Pay Equity Certification on County Contracts.....	4
Article 3— RULES AND REGULATIONS	7
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FORMS:

1. Erie County Equal Pay Certification - **(SUBMIT WITH BID)**

ARTICLE 1—COUNTY OF ERIE E.E.O AFFIRMATIVE ACTION PLAN

COUNTY OF ERIE E.E.O AFFIRMATIVE ACTION PLAN

EQUAL EMPLOYMENT OPPORTUNITY

In the performance of work under Erie County Contracts or any subcontract, no Contractor, subcontractor, nor any person acting on behalf of such Contractor, or subcontractor, in their employment practices, shall by reason of race, color, national origin, sex, age, religion, marital status, or disability discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates. Reference Title VI of the Civil Rights Act of 1964 (43 USC 200d).

Executive Order 11246, 30 Federal Regulation 12319 (1965) (Equal Opportunity Clause)

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

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

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

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

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

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

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

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

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

I. The Contractor will include the provisions of paragraphs A through I in every subcontract or purchase order unless specifically exempted by the rules, regulations, or orders, of an Erie County contractual agreement, so that such provisions will be binding upon each subcontractor or vendor.

The Contractor will take such action with respect to any subcontractor or purchase order as the Contracting Agency may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however, that in the event that Contractor becomes involved in, or is threatened with litigation with any subcontractor or vendor as a result of such direction by the Contracting Agency, the Contractor may request the County of Erie to enter into such litigations to protect the interests of the County of Erie.

MONITORING:

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

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

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

U.S. Department of Labor – Office of Federal Contract Compliance GOALS FOR WOMEN IN THE AREA OF CONSTRUCTION:

Goals and Timetables

From April 1, 1978 until March 31, 1979 3.1%

From April 1, 1979 until March 31, 1980 5.1%

From April 1, 1980 6.9%

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

- A. Summon the Contractor to a hearing.
- B. Withhold progress payments in part or in full.
- C. Cancel the Contract.
- D. Bar the award of future contracts until the Contractor can demonstrate that he will comply.

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

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

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

1. The compliance status of each Contractor for each County of Erie construction project.
2. Length of the contract, subcontract, or grant and its percentage of completion.
3. Size of the labor force of the organization.
4. Degree of employment opportunity the County of Erie contract, subcontract, or grant will offer to minority workers.
5. Past record of affirmative action achievement of the organization.
6. Past record of affirmative action compliance performance under the EEO Office.

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

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

ARTICLE 2—ERIE COUNTY EXECUTIVE ORDER #13 PAY EQUITY CERTIFICATION ON COUNTY CONTRACTS

Bound on the following pages



COUNTY OF ERIE

MARK C. POLONCARZ

COUNTY EXECUTIVE

Executive Order #13 Pay Equity Certification on County Contracts

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

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

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

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

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

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

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

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

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

WHEREAS, through the enforcement of current state and federal laws that ban unequal pay for equal work, Erie County can help ameliorate the many negative consequences of pay inequality, thereby improving the lives of those who might otherwise be underpaid, strengthening families and protecting children, and reducing the demand for public services, all positively impacting county, state and federal budgets.

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

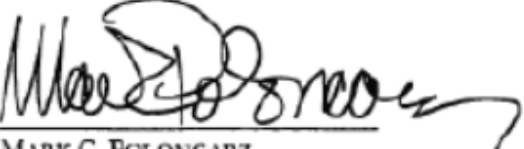
1. It is ordered that on and after January 1, 2015, all Erie County offices, departments and administrative units, including but not limited to the Division of Purchase, fully implement a requirement in all bids, requests for proposals and other contract solicitations that the contractor submit an Erie County Equal Pay Certification which certifies the contractor's compliance with Federal Equal Pay Law and New York State Equal Pay Law (together, the "Equal Pay Laws"). Such certification shall be required prior to execution of the contract; and it is,
2. Further ordered that such certification shall include a representation by the contractor that it has not been the subject of an adverse finding under the Equal Pay Laws within the previous five years and shall include disclosure of any currently pending claims against the contractor; and it is,
3. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for immediate termination of such a contract; and it is,
4. Further ordered that violation of any provision of the Equal Pay Laws during the effective period of such a contract or the filing of a false or misleading Erie County Equal Pay Certificate may constitute grounds for determining a bidder or responder is not qualified to participate in future County contracts; and it is,
5. Further ordered that the Law Department prepare an Erie County Equal Pay Certification for use by Erie County offices, departments and administrative units and assure compliance with this Executive Order in the contract approval process; and it is,
6. Further ordered that the County Division of Equal Employment Opportunity ("EEO") establish a procedure for compliance monitoring and periodic auditing of certification records; and it is,

GIVEN, under my hand and the Privy Seal of the County of Erie in the City of Buffalo this 6th day of November, in the year two thousand fourteen.



COUNTY OF ERIE

BY:


MARK C. POLONCARZ
ERIE COUNTY EXECUTIVE

ARTICLE 3—RULES AND REGULATIONS

The Contractor shall comply with Erie County Executive Order 13 (2014) and agrees to complete the Certificate collectively attached in the Proposal Section and made a part hereof. The Contractor shall make such records available, upon request, to the County's Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, its offices and facilities, for the purpose of verifying information supplied in the Erie County Equal Pay Certification and for any other purpose reasonably related to confirming the Agency's compliance with Erie County Executive Order 13 (2014). Notwithstanding the termination provisions contained herein, violation of the provisions of Executive Order 13 (2014), may constitute grounds for the immediate termination of this Agreement and may constitute grounds for determining that the Contractor is not qualified to participate in future County contracts.

ARTICLE 4—EQUAL EMPLOYMENT OPPORTUNITY FORMS

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

1. Erie County Equal Pay Certification (SUBMIT WITH BID)

Erie County Equal Pay Certification

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

We have evaluated wages and benefits to ensure compliance with the Federal Equal Pay Law.

Signature

Verification

STATE OF _____)

COUNTY OF _____) SS:

A)

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

B)

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

Sworn to before me this _____

Day of _____, 20__

SECTION 00 73 38

APPRENTICESHIP REQUIREMENTS

This Section details apprenticeship requirements for the Project. This Section is part of the Contract Documents.

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FORMS:

1. New York State Certified Apprenticeship Training Program Certification (SUBMIT WITH BID)
2. Apprenticeship Utilization Certification for Final Payment

ARTICLE 1 – ERIE COUNTY LOCAL LAW INTRO NO. 3 – 2018

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

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

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:

Section 1. Legislative Intent.

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

- A. New York Labor Law Section 816-b specifically authorizes this Local Law.
- B. There has been a long and productive history of partnership between labor and management in the training of workers in New York State.
- C. New York State Certified Worker Training Programs are valuable educational and training tools for the local workforce by reducing reliance on out-of-area labor for construction projects.
- D. New York State Certified Worker Training Programs provide opportunities to residents in this area through training and education for skilled jobs.
- E. These skilled jobs allow us to reinvest our taxpayer dollars spent on local construction projects so that local workers and local tax dollars remain within the local community.
- F. It would be valuable to encourage labor and business/industry to participate in New York State Certified Worker Training Programs to meet the increased need for trade persons while providing residents the means to earn a better living and fostering the local and regional economies.
- G. It is valuable for local government to encourage broad participation in such New York State Certified Worker Training Programs by the residents of Erie County and to foster the equal opportunity of men and women of all races and backgrounds to participate in order to enhance workforce development and diversification, and to prevent exclusionary practices which have historically excluded women and minorities.
- H. The New York State Department of Labor sets objective standards and provides oversight for New York State Certified Worker Training Programs. These Programs are important because they require on-the-job training and classroom training, and provide objective industry standards. In effect these programs lead to a standardized, cost effective and skilled local workforce.
- I. Nothing in this Local Law should be read to abrogate the duty of Erie County with respect to its MBE/WBE requirements.

Section 2. Short Title.

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

Section 3. Definitions.

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

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

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

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

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

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

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

Section 4. Requirements.

A. Any contractor, prior to entering into a construction contract as set forth in section 3 (C) above, or any subcontractor entering into a construction subcontract with a contractor who has a construction contract with the County of Erie is required to have in place and provide written proof of same at the time of bid a New York State Certified Worker Training Program, either internally to the contractor or subcontractor and/or through an organization servicing several contractors or subcontractors, appropriate for the type and scope of work to be performed.

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

- i. A monthly workforce census and such other employment and/or payroll records necessary to verify an attempt to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.
- ii. Access to and cooperation with the project compliance officer to review records on-site and/or at worksite premises to validate attempts to achieve the workforce development and diversification goals set forth in Section 3(A)(iv) above.
- iii. With bid submission, a statement committing to providing apprenticeship training opportunities to workers, as well as details of workforce diversification recruiting program directed at attracting candidates to fill positions to meet the minimum workforce development and diversification goals set forth in Section 3(A)(iv) above.

Section 5. Rules & Regulations.

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

Section 6. Equal Employment Monitoring.

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

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

The Monitor shall file monthly reports with the Equal Employment Opportunity Office regarding the actual workforce development and diversification goals, including reporting all instances of non-compliance; make appropriate recommendations to the Equal Employment Opportunity Office when non-compliance is evident with supportive documentation; develop a database of the workforce of each contractor and

subcontractor to provide a visual format of each contractor's workforce, both monthly and year-to-date cumulative totals on each construction contract.

Section 7. Compliance.

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

Section 8. Penalties.

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

Section 9. Severability.

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

Section 10. Applicability.

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

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

Section 11. Effective Dates.

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

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

ARTICLE 2 – LOCAL LAW NO. 3-2018 RULES AND REGULATIONS

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

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

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

1. Definitions.

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

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

"Commissioner" – Erie County Commissioner Department of Public Works

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

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

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

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

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

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

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

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

“Subcontractor” – A subcontractor to a Prime Contractor.

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

2. Rules and Regulations.

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

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

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

- i. An organized, written plan in place that embodies the terms and conditions of employment, training and supervision of one or more apprentices;
- ii. A schedule of wages to be paid to the apprentices consistent with the skills required and approved by the New York State Department of Labor;
- iii. Equal employment opportunity and affirmative action plans.
- iv. Demonstration that ten percent (10%) of the Workforce of the Prime Contractor (inclusive of the workforce utilized by any Subcontractor(s) to the Bidder) shall consist of persons participating in New York State Certified Apprentice Training Programs.

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

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

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

- i. 75% or more of the value of the Construction Contract involves material, equipment and/or supplies; or
- ii. There is a lack of NYSCATP approved by the Department of Labor for at least 75% of the work hours anticipated to be spent on construction-type activity involved in the Construction Contract; or
- iii. The Construction Contract is in response to an emergency condition; or
- iv. The Project is estimated to cost less than \$250,000 or the Bid amount is less than \$250,000; or
- v. None of the bids received were from Bidders who had an NYSTACP

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

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

3. Effect

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

ARTICLE 3 – LOCAL LAW NO. 3 – 2018 FORMS

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

- 1. New York State Certified Apprenticeship Training Program Certification (1 page) (SUBMIT WITH BID)
- 2. Apprenticeship Utilization Certification for Final Payment (1 page)

NEW YORK STATE CERTIFIED APPRENTICESHIP
TRAINING PROGRAM CERTIFICATION

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

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

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

SIGNATURE

COMPANY NAME

DATE

APPRENTICESHIP UTILIZATION
CERTIFICATION FOR FINAL PAYMENT

STATE OF NEW YORK

COUNTY OF ERIE

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

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

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

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

(Name of Contractor)

“CORPORATE
SEAL”

By _____

Sworn to before me this

_____ day of _____, 20__.

Notary Public or Commissioner of Deeds

NOTE: This form shall be executed in triplicate.

SECTION 00 73 39

MINORITY BUSINESS ENTERPRISE REQUIREMENTS

This Section details minority, women, and service-disabled veteran owned business enterprise requirements for the Project. This Section is part of the Contract Documents.

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FORMS:

Prime Contractor Affidavit (SUBMIT WITH BID) (1 page)

Minority Business Enterprise & Service-Disabled Veteran Owned Business Utilization Form -Part A (SUBMIT WITH BID or WITHIN 3 DAYS) (3 pages)

Minority Business Enterprise & Service-Disabled Veteran Owned Business Utilization Form -Part B (2 pages)

Minority Business Enterprise & Service-Disabled Veteran Owned Business Utilization Form -Part C (1 page)

Minority Business Enterprise & Service-Disabled Veteran Owned Business Utilization Form -Part D (1 page)

Waiver Packet (SUBMIT WITH PART A or WHEN NEEDED) (5 pages)

ARTICLE 1—MINORITY/WOMEN’S/SERVICE-DISABLED OWNED BUSINESS UTILIZATION COMMITMENT

Erie County’s Minority and Women’s Business Utilization Local Law No. 1-2022 requires all prime Contractors awarded Construction Contracts let by the County of Erie to exemplify Affirmative Action and subcontract to minority and women’s business enterprises (MWBEs). Further, Erie County’s Service-Disabled Veterans Utilization Local Law No. 3-2023 requires all prime Contractors awarded Construction Contracts let by the County of Erie to exemplify Affirmative Action and subcontract to service-disabled veteran-owned business enterprises (SDVOBS).

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

For these regulations, the term “Women’s Business Enterprise” (“WBE”) shall mean a for-profit business, which performs a commercially useful function, which is at least fifty-one percent (51%), owned by a woman or women, or in the case of a publicly owned business, at least 51% of all stock of the entity is owned by a woman or women.

For these regulations, Minority or Women Business Enterprise (“MWBE”) shall mean a for-profit business, which performs a commercially-useful function, which is at least fifty one percent (51 %) owned by a minority group member or members, woman or women, or in the case of a publicly-owned business, at least 51% of all stock of the entity is owned by a minority group member or members, a woman or women. Such ownership shall be certified by either the New York State Department of Economic Development, M/WBE Division or the Erie County Division of Equal Employment Opportunity after review of appropriate documents and investigation.

For these regulations, a Certified Business shall mean a business verified as an MBE or WBE pursuant to Erie County local certification or under the provisions of Article 15-A of NY Executive Law. Lists of certified MWBE businesses are located on the Office of the NYS Comptroller website [NEW YORK STATE CONTRACT SYSTEM](#).

For these regulations, the term “Service-Disable Veteran-Owned Business Enterprise” (“SDVOB”) refers to a business at least fifty-one percent (51%) of which is owned and controlled by service-disabled veterans, or in the case of a publicly owned business, at least 51% of all stock of the entity is owned by a service-disabled veteran. SDVOBs must be certified under the New York State Service-Disabled Veteran-Owned Business Act. A list of certified SDVOB businesses is located on the NYS Office of General Services website [Division of Service-Disabled Veterans' Business Development](#).

Forms and lists of certified MBEs/WBEs/SDVOBs may be obtained by calling 858-7542.

At this time, the County of Erie determined that a goal of ten percent (6%) of the total contract value represents a fair share of minority business utilization, two percent (5%) of the total contract value represents a fair share of women’s business utilization, and six percent (6%) of the total contract value represents a fair share of service-disabled veteran-owned business utilization on each construction contract awarded.

Local Law No. 1-2022 requires that a utilization plan be submitted around the time of bid opening. For this regulation, a “Utilization Plan” is a plan in a prescribed schedule format prepared by a Contractor and submitted in connection with a County procurement, identifying the MWBE firms committed to

perform work. Sufficient efforts must be made by recipients of Erie County construction contracts to utilize minority and women owned business sources for supplies, services, and professional services, allowing these sources the maximum feasible opportunity to compete for contracts, subcontracts, and third-tier contracts to be performed.

A. MWBE and SDVOB Utilization Commitment:

Contractors awarded a contract by the County at a value of \$100,000 or greater shall take action to create equal economic opportunity by utilizing bona fide MBEs, WBEs, or SDVOBs for subcontracting on County projects.

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

- (1) Utilizing a source list of MBEs, WBEs, and SDVOBs compiled by the County or the State of New York;
- (2) Solicitation of bids from MBEs, WBEs, and SDVOBs particularly those located in Erie, Niagara, Cattaraugus and Chautauqua Counties;
- (3) Giving MBEs, WBEs, and SDVOBs sufficient time to submit proposals in response to County solicitations;
- (4) Maintaining records showing applicable MBEs, WBEs, and SDVOBs and specific efforts to identify and award contracts to these entities; and
- (5) A goal of awarding a certain percentage of the total dollar value of the contract to MBEs, WBEs, and SDVOBs, which shall be promulgated by the Director of the Division of Equal Employment Opportunity ("Director Of EEO") In accordance with the findings of the Erie County Disparity Study and in accordance with Section 11 of Local Law No. 1-2022.

B. Where the MBE, WBE, or SDVOB is a supplier, a credit of sixty percent (60%) of the dollar value of the subcontract between the MBE, WBE, or SDVOB and the contractor shall be awarded towards the fulfillment of the appropriate goal as set forth above, unless the supply budget for the overall project accounts for seventy-five percent (75%) or more of the total project budget, and in that instance a credit of one hundred percent (100%) of the dollar value of the subcontract between the MBE, WBE, or SDVOB and the contractor shall be awarded towards the fulfillment of the appropriate goal. For the purposes of this provision, an MBE, WBE, or SDVOB shall be considered a 'supplier' when it assumes actual and contractual responsibility to furnish supplies or materials and is the manufacturer of those supplies materials; or is recognized by the manufacturer involved as a distributor of its supplies or materials; and owns or leases a facility which is necessary and customary to carry out the purported function of the business; and distributes, delivers and services the supplies or materials with its own employees.

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

D. Each Contractor bidding on a County contract shall submit to the County, within three (3) days of the bid opening, a list of all MBEs and/or WBEs with whom the Contractor has signed a binding contractual agreement, or is presently negotiating an agreement, for the purposes of meeting the

minority and women business enterprise utilization goal provided for in section A(5) of Local Law No. 1-2022. Such a list must be signed by the MBEs, WBEs, and/or SDVOBs with whom the Contractor is seeking to utilize. A Contractor's bid shall not be considered where the contractor fails to submit such a signed list of MBEs and/or WBEs as provided herein. A Contractor's bid shall not be considered where examination of said list of MBEs, WBEs, or SDVOBs evidences failure by the contractor to comply with the equal economic opportunity action requirements provided for herein, except that the County may, upon written request by the contractor, grant a complete or partial waiver of the provisions when the availability of MBEs, WBEs, or SDVOBs in the market area of the project is less than the goals above. Upon written request by the Contractor, the County, through its Erie County Division of Equal Employment Opportunity, may grant a complete or partial waiver of the requirement for subcontracting with an MBE, WBE, or SDVOB when an MBE, WBE, or SDVOB for the project is not available.

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

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

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

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

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

J. All appropriate goals, ownership status, and compliance with the provisions of this law shall be certified by the Enc County Division of Equal Employment Opportunity after review of appropriate documents and investigation.

The three (3) lowest bidders shall submit to Erie County the Minority Business Enterprise Utilization Report, Part A with the Bid or within the designated time. Part A includes a list of MBEs, WBEs, and SDVOBs from whom the Contractor has solicited bids, or with whom the Contractor has signed a binding contractual agreement or with whom the Contractor is presently negotiating an agreement.

In the event of a joint venture participating in this MBE/WBE/SDVOB Program, the Joint Venture Disclosure Affidavit must be submitted with Part A by all parties involved. Only to the extent that an MBE, WBE, or SDVOB business enterprise contributes to and is paid for its participation in a Joint

Venture will that dollar amount be credited towards the 10%, 2%, and/or 6% respectively goal of MBE, WBE, and/or SDVOB participation in the County of Erie MBE/WBE/SDVOB Program.

Sufficient information must be provided on the Minority, Women's, Service-Disabled Veteran Business Enterprise Utilization Waiver Packet Request to ascertain whether a waiver should be approved, conditionally approved or rejected by the Department of Environment and Planning on the advice of the Office of EEO.

A waiver approval limits the Contractors obligation to solicit MBEs, WBEs, and/or SDVOBs for a particular project only. It does not relieve the Contractor of MBE/WBE/SDVOB utilization for any other County of Erie project on which he submits a bid.

Conditional approval of the waiver request makes it necessary for the contractor to continue soliciting MBEs/WBEs/SDVOBs for contracting purposes, after he has been declared the low bidder.

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

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

ARTICLE 2—PRIME CONTRACTOR AFFIDAVIT

2.01 Bound at the end of this Section is the Prime Contractor Affidavit which is part of the Contract Documents (one page). THIS FORM MUST BE SUBMITTED WITH BID.

ARTICLE 3—MINORITY BUSINESS ENTERPRISE UTILIZATION FORMS

3.01 Bound at the end of this Section is the Erie County Minority/Women/Service-Disabled Veteran Business Enterprise Utilization Report (Parts A thru D) which are part of the Contract Documents (8 pages). PART A MUST BE SUBMITTED WITH BID OR WITHIN 3 DAYS. Bidders are required to use the lists at NYS Comptroller website [NEW YORK STATE CONTRACT SYSTEM](#) and NYS General Services website [Division of Service-Disabled Veterans' Business Development](#) to find certified businesses.

ARTICLE 4—WAIVER PACKET

4.01 Bound at the end of this Section is the Waiver Packet which is part of the Contract Documents (5 pages). THIS PACKET MUST BE SUBMITTED WITH PART A OR WHEN NEEDED.

ARTICLE 5—COUNTY OF ERIE LOCAL LAWS

The text of MWBE Local Law No. 6-1987 and Local Law No. 1-2022, and SDVOB Local Law No. 3-2023, can be found on the Erie County Legislature website at [Local Laws | Erie County Legislature](#) .

PRIME CONTRACTOR AFFIDAVIT

According to the best of my knowledge, I certify that all the following statements are true and accurate and are made under penalty of perjury:

- I agree to comply with Executive order 11246, New York State (NYS) Article 15-A of the Executive Law, and Erie County Local Law Nos. 6-1987 & 1-2022 to achieve Minority and Women Business Enterprise goals assigned to this contract.
- I agree to comply with Service-Disabled Veterans Utilization Local Law No. 3-2023.
- I understand that only NYS or Erie County/City of Buffalo certified MBE & WBE owned and operated business enterprises will be credited towards fulfillment of the MBE & WBE utilization goals on this construction project.
- I understand that only NYS certified SDVOB enterprises will be credited towards the fulfillment of the SDVOB goals on this construction project.
- I will make every good faith effort to meet the MBE, WBE, and SDVOB utilization goals in which contained in the contract.
- I affirm that I have no direct or indirect control over any MBE, WBE, or SDVOB which I propose to use in fulfillment of the MBE, WBE, or SDVOB utilization goals of this contract.
- I understand that I will not meet the MBE, WBE, or SDVOB goal through arrangements with minority, female, or service-disabled veteran individuals of firms, which are not certified as participating minority, woman, or service-disabled veteran owned business enterprises.
- I understand and acknowledge that I will not perform any services and functions to such an extent that the MBE, WBE or SDVOB owner/operator does not manage and control its company
- I will only utilize MBE, WBE, and SDVOB subcontractors and/or suppliers certified as stated above.
- I understand that I am responsible for ensuring that MBE, WBE, and SDVOB firms are utilized in order to further utilization goals. I understand that failure to utilize MBE, WBE, and SDVOB firms as represented herein, will constitute a material breach of contract.
- The MBE, WBE or SDVOB firm will perform all the work and/or supply all the material covered under the prime contractor and subcontractor agreement. If a change occurs, it is the prime contractor's responsibility to notify Erie County-EEO Office within 2 weeks.
- I understand that I will not withhold any payments that I agree on with MBE, WBE or SDVOB upon completion of the project.
- I understand that any misrepresentation of fact in this affidavit may lead to criminal prosecution under State and Federal law.
- The percentage (%) of MBE utilization goal for this contract is 10%
- The percentage (%) of WBE utilization goal for this contract is 2%.
- The percentage (%) of SDVOB utilization goal for this contract is 6%.

Date

Name of Company

Address

Telephone No.

Authorized Signature

Sworn to me this _____ day of _____ 20 _____

Signature of Notary

BID DATE: _____

TODAY'S DATE: _____

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

1. The low bidder must complete and submit this form within (3) business days of bid opening.
2. The low bidder will only utilize MBE, WBE, and SDVOB certified subcontractors and/or suppliers.
3. The low bidder is responsible for ensuring the MBE, WBE, and SDVOB goal set forth.
4. The percentage of MBE utilization goal for this contract is 10%.
5. The percentage of WBE utilization goal for this contract is 2%.
6. The percentage of SDVOB utilization goal for this contract is 6%.
7. Describe MBE/WBE/SDVOB utilization as one of the following:
SC – Subcontract construction, **TS** – Trucking or service, **MS** – Source of materials or supplies

COMPANY: _____

AUTHORIZED REPRESENTATIVE: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

PROJECT NAME: _____

PROJECT NUMBER: _____

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

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

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

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

NAME _____

ADDRESS _____

CITY, STATE _____

TELEPHONE _____

IRS # _____

YES _____

NO _____

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

NAME _____ YES _____

ADDRESS _____

CITY, STATE _____

TELEPHONE _____

IRS # _____

NO _____

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

NAME _____ YES _____

ADDRESS _____

CITY, STATE _____

TELEPHONE _____

IRS # _____

NO _____

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

NAME _____ YES _____

ADDRESS _____

CITY, STATE _____

TELEPHONE _____

IRS # _____

NO _____

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

NAME _____ YES _____

ADDRESS _____

CITY, STATE _____

TELEPHONE _____

IRS # _____

NO _____

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

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

SUBMIT WITH BID OR WITHIN 3 DAYS

COUNTY OF ERIE
DEPARTMENT OF ENVIRONMENT AND PLANNING

IV. Total Dollar Amount to be subcontracted to:

Minority Business Enterprise(s). \$ _____

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

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

V. Total Amount of Bid: \$ _____

VI. MBE Percent (%) of project bid: (EC goal is 10%) % _____

WBE Percent (%) of project bid: (EC goal is 2%) % _____

SDVOB Percent (%) of project bid: (EC goal is 6%) % _____

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

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

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

NAME

DATE

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

Certificate of Expenditures at 30% Completion of Project

Contractor:

Contract Name:

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

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

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

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

COUNTY OF ERIE
DEPARTMENT OF ENVIRONMENT AND PLANNING

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

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

- II. Total Dollar Amount to be subcontracted to:
- Minority Business Enterprise(s). \$ _____
- Women Business Enterprise(s). (If applicable) \$ _____
- Service-Disabled Veteran-Owned Business(s). \$ _____
- III. Total Amount Expended to Date: \$ _____
- IV. Total Amount of Bid: \$ _____
- V. MBE Percent (%) of project bid: _____ %
- WBE Percent (%) of project bid: _____ %
- SDVOB Percent (%) of project bid: _____ %

I, _____

as an official representative of _____

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

_____	_____
NAME	DATE

TITLE	

**MINORITY/WOMEN BUSINESS ENTERPRISE & SERVICE-DISABLED VETERAN-OWNED
BUSINESS UTILIZATION REPORT – PART C CERTIFICATION OF EXPENDITURES TO
MBEs / WBEs**

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

Contractor: _____ Contract Name: _____

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

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

I, _____
as an official representative of _____

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

NAME

DATE

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

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

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

Contractor: _____

Contract Name: _____

MBE	TOTAL AMOUNT EXPENDED
WBE	TOTAL AMOUNT EXPENDED
SDVOB	TOTAL AMOUNT EXPENDED

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

I, _____

as an official representative of _____

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

NAME

DATE

SECTION 00 73 40

DISADVANTAGED WORKER REQUIREMENTS

This Section details local and disadvantaged worker requirements for the Project. This Section is part of the Contract Documents.

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ARTICLE 1—ERIE COUNTY EXECUTIVE ORDER #018

EXECUTIVE ORDER #18 ERIE COUNTY CONSTRUCTION PROJECT BID DOCUMENTS SHALL INCLUDE LOCAL AND DISADVANTAGED WORKER REQUIREMENTS

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

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

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

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

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

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

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

1. It is ordered that on and after April 30, 2018, all bids for Erie County construction projects initiating out of the Erie County Department of Environment and Planning Division of Sewerage Management and on and after October 1, 2017, all other bids for Erie County construction projects wherever so initiated, and all associated contracts involving an expenditure of \$250,000 or greater which utilize not less than three workers to complete the project shall require that:
 - a) Entirely 100% of work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the Local Labor Area (Erie County, Niagara County, Chautauqua County, Cattaraugus County, Allegany County, Wyoming County, Genesee County, Orleans County).
 - b) At least 70% of total work hours performed by residents of New York State on an Erie County construction project will be worked by residents of the County of Erie.
 - c) For the remainder of the calendar year subsequent to the effective date of this Order as specified above in Section 1, and for the entirety of the calendar year that follows, at least 20% of total work hours performed by residents of New York State, which percentage may be wholly or partly included within the hourly requirement contained in sub-section (b) above, used on an Erie County construction project will be worked by residents of Erie County who reside in zip codes with a poverty rate of 20% or higher, and/or, in any ratio, disadvantaged workers who reside in Erie County. A disadvantaged worker is a resident who has a household income below 50% of the Area Median Income ("AMI"); or has been released from prison within the last 10 years; or

participates in the Temporary Assistance for Needy Families program; or participates in the Supplemental Nutrition Assistance Program; or has been unemployed for at least 12 consecutive months. On the first day of the second full calendar year from such effective date and continuing thereafter, the applicable percentage of total work hours performed referenced in this subsection above will move upward from 20% to 30%. The applicable zip codes as referenced above will be determined annually by the Erie County Division of Equal Employment Opportunity and will be provided to potential contractors in all request for bids documents; and

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

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

County of Erie

By: _____

Mark C. Poloncarz
Erie County Executive

ARTICLE 2—RULES AND REGULATIONS IMPLEMENTING ERIE COUNTY EXECUTIVE MARK C. POLONCARZ ORDER #18

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

PURPOSE

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

DEFINITIONS

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

APPLICATION

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

1. **Location:** The Commissioner must find that work on a project will take place solely within the geographic boundaries of Erie County.
2. **Monetary Threshold:** The Commissioner must find that the cost of a project meets or exceeds \$250,000. In determining whether a project meets the expenditure threshold of \$250,000, the Commissioner shall calculate the total cost of the project based on the successful bidder's final bid submission. A project previously exempt because it did not meet the monetary threshold of \$250,000 may become subject to EO #18 because an

amendment, modification, renewal, or extension increases the total cost of the project. In that case, the Commissioner will have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.

3. **Work Force Threshold:** The Commissioner must find that no less than three construction workers will be utilized by contractor and/or subcontractor for the completion of the project. In determining whether a project utilizes at least three construction workers to complete the Project, the Commissioner shall rely on the statement of work force contained within the attestation required by the mandatory request for bid language specifically delineated below. A project previously exempt because it did not meet the work force threshold may become subject to EO #18 because of an increase in work force during the course of work on the project. In that case, the Commissioner shall have the authority to unilaterally amend the project contract(s) to include the standard EO #18 contract language and certification specifically delineated below.

REQUEST FOR BID LANGUAGE

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

ERIE COUNTY EXECUTIVE ORDER #18: The project contemplated by this Request for Bids may be subject to Erie County Executive Order #18 which is attached hereto along with its Rules and Regulations for reference as Exhibit Section 00 73 40 Articles 1 and 2. The Erie County Department or Division letting the contract will advise the successful bidder if it must comply with Executive Order #18 at the time of award. All bids must include a verified attestation of intent to comply and statement of work force. Such attestation and statement is attached hereto as Exhibit Section 00 73 40 Article 3. Any bids received which do not include such attestation or include an incomplete attestation may be deemed non-responsive. Be advised that the Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force goals using LCPTracker software.

Contract Language

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

ERIE COUNTY EXECUTIVE ORDER #18: The Commissioner or Division Director of the Erie County Department or Division letting the contract has determined that the project contemplated herein is subject to the provisions of Erie County Executive Order #18 which is attached hereto for reference as Exhibit Section 00 73 40 Articles 1 and 2. Prior to the final execution of this Agreement, Contractor shall furnish to the County a fully executed and verified Local and Disadvantaged Worker Compliance Certification. A fillable Certification is attached hereto as Exhibit Section 00 73 40 Article 3. Contractor will be required to provide monthly reports demonstrating good faith efforts to meet the work force goals using LCPTracker software. Contractor shall make such records as deemed necessary available upon request to the Erie County Division of Equal Employment Opportunity for review. The County shall have the right, upon reasonable notice and at reasonable times, to inspect the books and records of the Contractor, for the purpose of verifying information supplied in the Local and Disadvantaged Worker Compliance Certification and for any other purpose reasonably related to confirming Contractor compliance with Erie County Executive Order #18. Notwithstanding any other termination provisions contained herein, violations of the provisions of Executive Order #18 will constitute grounds for immediate termination of the underlying contract and shall further result in the Contractor being deemed

a non-responsible bidder for a period of twelve months. Once grounds for immediate termination are established, actual contract termination will be at the discretion of Erie County.

WAIVER PROCESS

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

- 1) Where a successful bidder has, through collective bargaining agreements or other legally binding agreements, any exclusive hiring arrangements with local unions such successful bidder must attempt to meet the mandates of EO #18 by following the hiring process outlined in their respective exclusivity agreements. The narrative provided in connection with any waiver request will describe the process followed and the results of those efforts. Where a successful bidder has no exclusive hiring agreements in place or where a successful bidder is unable to comply with EO #18 after following their exclusive hire process, such successful bidder must proceed to follow steps 2 through 4 below.
- 2) Posting the job opening(s) for construction worker(s) on or with each of the following:
 - A) The New York State Department of Labor Database used by the Buffalo and Erie County Workforce System (www.jobzone.ny.gov)
 - B) The People United for Sustainable Housing located at 271 Grant Street, Buffalo, NY 14213
 - C) At least one private staffing firm to aid Contractor in locating qualified candidates
 - D) Any other staffing organization or web site if so directed by the Erie County Commissioner of Public Works
- 3) All job opening(s) posted pursuant to Section one above must be posted for a period of at least ten (10) consecutive calendar days. Proof of publication must be included in all waiver requests.
- 4) The narrative provided with a waiver request shall state the number of candidates found via the job postings that would aid Contractor in meeting the requirements of EO #18, the number of those candidates that were subsequently interviewed for the opening(s), and if such candidates were not hired, the narrative shall include the reason(s) why the candidates were found to be unsuitable for the position(s).
- 5) A copy of the waiver request shall be sent to the Project Manager/Point of Contact in the Erie County Department of Public Works located at 95 Franklin Street, 14th Floor, Buffalo, NY 14202

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

SPECIALIZED WORK EXEMPTION

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

A request for a specialized work exemption shall be made in writing by the commissioner or director bidding the subject project. The request shall be directed to the Erie County Division of Equal Employment Opportunity at 95 Franklin Street, Room 625, Buffalo, NY 14202 "Attention Director" and must include a narrative describing what the specialized work involves, what portion of the project such specialized work is needed for, the particular skills, training, or formal certification/licensing needed to perform the work, and the steps taken to determine if workers meeting EO #18 requirements have the necessary expertise. Upon receipt of a specialized work exemption request, the Equal Employment Opportunity Director shall form an ad hoc committee, and select its members, in order to review the request and either grant or deny the specialized work exemption.

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

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

COMPLIANCE

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

PENALTY FOR NONCOMPLIANCE

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

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

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

ARTICLE 3 – EXECUTIVE ORDER NO. 18 FORMS

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

1. Erie County Executive Order No. 18 Attestation and Statement of Workforce (**SUBMIT WITH BID**)
2. Erie County Local and Disadvantaged Worker Certification (**SUBMIT WITH CLOSEOUT**)
3. Executive Order No. 18 Erie County Local and Disadvantaged Worker Compliance Certification – Waiver Request (**SUBMIT WHEN REQUESTED**)

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

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

We further acknowledge that in order for Erie County to determine if the project we are bidding on is subject to EO #18, they need to analyze the workforce that we intend to use on such project. For purposes of this attestation we understand that construction worker shall mean a laborer, workman, or mechanic who is directly involved in the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility, roads, highways, bridges, or physical structure of any kind, but does not include professional services employees.

We therefore now do attest that it is our current intention to use the following number of construction workers, which number includes any subcontracted construction workers, on this project should it be awarded to us:

Place an 'x' in only one box:

- ☐ Three (3) or more construction workers
- ☐ Less than three (3) construction workers

Signature

Verification

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

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

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

Sworn to before me this _____

Day of _____, 20 _____

Notary Public

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

In order to comply with Erie County Executive Order #18 dated September 27, 2017 we hereby make the following certification:

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

OR,

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

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

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

Signature

Verification

STATE OF NEW YORK)
COUNTY OF ERIE) SS:

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

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

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

Notary Public

SUBMIT WHEN REQUESTED

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

COMPANY: _____

PROJECT NAME: _____

PROJECT NUMBER _____:

ADDRESS / PHONE: _____

Waiver Request Requirements are as follows:

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

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

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

-OR-

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

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

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

DATE

FOR ERIE COUNTY APPROVAL:

Office of Equal Employment Opportunity

Erie County Department Representative

Section 00 73 43

Wage Rate Requirements

The following are wage rate requirements for the Project. This Section is part of the Contract Documents.

	Page
Article 1 -Hours and Wages.....	2
Article 2 – Posting Minimum Wage Rates.....	2
Article 3 – Payroll Records.....	3
Article 4 – Apprentices.....	3
Article 5 – Computation of Wages on Eight Hour Day: Overtime Compensation.....	4
Article 6 – Payment of Employees.....	4
Article 7 – NYSDOL Contractor Registration.....	4
Article 8 – Wage Rate Forms.....	5

FORMS:

Acknowledgement of Wage Schedule Receipt (SUBMIT WITH BID)

Certificate of Contractor Registration and Acknowledgement of NYSDOL Registration (SUBMIT WITH BID)

ARTICLE 1—HOURS AND WAGES

- 1.01. No laborer, worker, or mechanic in the employ of Contractor, Subcontractor or other person doing or contracting to do the whole or part of the Work contemplated by this Contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in case of extra-ordinary emergency as described in Section 220(2) of the New York State Labor Law. For work in excess of eight hours in any one day or five days in any one-calendar week an "Application for Dispensation of Hours" (Form PW-30) must be submitted and approved by Erie County and the State Department of Labor.
- 1.02. The wages and supplements to be paid to laborers, workers or mechanics performing the Work under this Contract shall be not less than the prevailing rate of wages and supplements as defined and determined by the New York State Labor Law. On projects involving both State and Federal agencies, Contractor shall obtain the Federal Wage rates and apply the higher rate for the trade or occupation. The prevailing rate of wages for New York State can be found at <https://apps.labor.ny.gov/wpp/publicViewProject.do?method=showIt&id=1608522>. The PRC # for this contract is 2026005710. Contractor is responsible for all modifications to the prevailing wage rates that may occur during the course of the Contract.
- 1.03. There shall be paid each laborer or mechanic of Contractor or Subcontractor engaged in the Work on the Project under this Contract in trade or occupation listed below, not less than the hourly wage rate set opposite the same, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such laborers and mechanics.
- 1.04. Any laborer or mechanic employed to perform work on the Project under this Contract, which work is not covered by any of the classifications, of the various State and Federal agencies, shall be paid not less than the minimum rate of wages specified herein for the classification which most nearly corresponds to work to be performed by them and such minimum wage rate shall be retroactive to the time of initial employment of such person in such classification. In the event any dispute on that question cannot be adjusted, the information, together with the recommendations of Engineer or its other authorized representatives, shall be referred for determination to Owner's governing body or other duly designated official whose decision on the question shall be conclusive on the parties to the Contract with the same effect as if the Work performed by such laborer or mechanic had been classified and the minimum rate specified herein.
- 1.05. The foregoing specified wage rates are minimum rates only. Owner will not consider any claims for additional compensation made by Contractor because of payment by Contractor of any wage rate in excess of the applicable rates contained in this Contract. All disputes in regard to the payment of wages in excess of those specified in this Contract shall be adjusted and resolved by Contractor.
- 1.06. Except as may be otherwise required by law, all claims and disputes pertaining to the classification of labor employed on the project under this Contract shall be decided by Owner's governing body or other duly designated officials, or the New York State Department of Labor.

ARTICLE 2—POSTING MINIMUM WAGE RATES

- 2.01 Contractor shall post at appropriate conspicuous points at the Site of the Project a schedule showing all determined minimum wage rates for the various classes of laborers and mechanics to be engaged in the Work on the Project under this Contract and all deductions, if any, required by

law to be made from unpaid wages actually earned by the laborers and mechanics so engaged. The wage rates shall be posted on a sign written in English with a bold heading stating "Prevailing Rate of Wages". The lettering of the heading shall be no smaller than 2" in height and 2" in width and the entire sign shall be weatherproof. On projects involving both State and Federal agencies Contractor may be required to post both State and Federal Wage Rates, the higher of which shall apply in any classification.

ARTICLE 3—PAYROLL RECORDS

- 3.01. Contractor and all Subcontractors will be required to furnish to Engineer duplicate copies of all payrolls incurred as a result of work on the Project. Payrolls are to be submitted on U.S. Department of Labor Payroll Form WH-347, signed by an officer of the company, no later than three days after the close of any payroll period and not in any case later than Contractor's monthly payment estimate. Prime Contractors are required to submit certified payrolls from the issuance of the Notice to Proceed until contract close out. Negative reports shall be submitted for times when no actual work is being performed. Subcontractors are required to submit certified payrolls for only the time spent on the project.
- 3.02. The name of the individual designated by Contractor as the person responsible to collect certified payroll shall be posted in a conspicuous location at the Site.
- 3.03. The filing of certified payrolls is a condition of payment. A contractor that willfully fails to file certified payrolls shall be guilty of a Class "E" felony and subject to a civil penalty of up to \$1,000.00 per day.
- 3.04. Upon completion of the Work, Contractor shall be required to execute a Public Improvement Contract Certification for (PICC-2) certifying that the provisions of Section 220-a of the New York State Labor Law have been complied with and that all laborers, workers or mechanics employed by Contractor on this Project have been paid the applicable prevailing wage rates and supplements.
- 3.05. Upon completion of the Work, all Subcontractors to Contractor shall be required to execute a Public Improvement Contract Certification form (PICC-1) certifying that the provisions of Section 220-a of the New York State Labor Law have been complied with and that all laborers, workers or mechanics employed by Subcontractor for work done on this Project have been paid the applicable prevailing wage rates and supplements.
- 3.06. Final payment will not be issued until all forms have been properly executed by Contractor and Subcontractors.

ARTICLE 4—APPRENTICES

- 4.01. The minimum wage rates, if any, herein specified, for apprentices, shall apply only to persons working with the tools of the trade they are learning under the direct supervision of journeymen mechanics. Except as otherwise required by law, the number of apprentices in each trade or occupation employed by the Contractor or any Subcontractor shall not exceed the number permitted by the applicable standards of the United States Department of Labor or in the absence of such standards, the number permitted under the usual practice prevailing between unions and the employer's associations of the respective trade of occupations.

ARTICLE 5—COMPUTATION OF WAGES ON EIGHT HOUR DAY: OVERTIME COMPENSATION

- 5.01. The wages of each laborer and mechanic engaged in the Work on the Project under this Contract shall be computed on a basic day rate of 8 hours per day, 8 hours of continuous employment, except for lunch periods, constituting a days work when a single shift is employed, and 7 ½ hours of continuous employment except for lunch period constituting a days work when 2 or more shifts are employed. Work in excess of 8 hours per day shall be permitted upon compensation when a single shift is employed, at a minimum of 1 ½ times the basic rate of pay (i.e., the rate actually payable to the laborer or mechanic, which may be higher but not lower than the minimum wage set forth in the foregoing schedule) for all hours worked in excess of 8 hours, on any one day and when two or more shifts are employed, at a minimum of 1 ½ times the basic rate of pay for all ours worked in excess of 7 ½ hours on any one day. In addition, all laborers and mechanics shall receive compensation at a rate not less than 1 ½ times their basic rate of pay for all hours of work in excess of forty in one week when one shift is employed and all hours of work in excess of thirty-seven and one-half in one work week when two shifts are employed. The provisions of this article shall not limit agreements to the contrary, mandatory overtime compensation in excess of that stipulated herein and such extra compensation shall not constitute a claim for additional compensation under this Contract.

ARTICLE 6—PAYMENT OF EMPLOYEES

- 6.01. Contractor and all Subcontractors shall comply with the Regulations of the Secretary of Labor made pursuant to the Anti-Kickback Act of June 30, 1940, 40 U.S.C. 276(c) and any amendments of modifications thereto. Contractor and all Subcontractors shall furnish Owner with weekly statements of compliance. In case of subcontracts, Contractor shall cause appropriate provision to be inserted in any subcontracts for work which they may let to insure compliance with said Anti-Kickback Law by all Subcontractors subject thereto, and Contractor shall be responsible for the submission of all statements of compliance required of Subcontractors by said Anti-Kickback Act except as the Secretary of Labor may specifically provide for reasonable limitations, variations, and exemptions from the requirements thereof.
- 6.02. Contractor and each of their Subcontractors shall pay each of their employees engaged in the Work on the Project wages in full not less often than once every other week, less legally required deductions. Records of such payment, deductions, and hours worked shall be provided each employee with each payment of wages.

ARTICLE 7— NYS DOL CONTRACTOR REGISTRATION

- 7.01 Effective December 30, 2024, in order to be qualified to work on public works projects covered by Article 8 of the Labor Law, all contractors and subcontractors must be registered with the New York State Department of Labor (NYS DOL) in accordance with Labor Law § 220-i. Contractors must be registered before submitting a bid. In addition, subcontractors must be registered prior to commencing any new work.

ARTICLE 8—WAGE RATE FORMS

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

- 1.** Acknowledgement of Wage Schedule Receipt **(SUBMIT WITH BID)**
- 2.** Certificate of Contractor Registration and Acknowledgement of NYSDOL Registration **(SUBMIT WITH BID)**

Acknowledgement of Wage Schedule Receipt

(SUBMIT WITH BID)

By signing this form, the Bidder acknowledges the following:

1. The County of Erie, Department of Environment and Planning, Division of Sewerage Management has provided a PRC# specific to this Project.
2. By following the link provided in electronic documents or by typing the PRC# provided in Section 00 73 43 Wage Rate Requirements, under Article 1.02, into the New York State Department of Labor Project Prevailing Wage Website at <https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt> , the Bidder has obtained the complete schedule of wages specific to this Project.
3. The Bidder has reviewed Section 00 73 43, the project rate schedule provided by the New York State Department of Labor, and all associated documents, and understands their responsibilities related to these documents if they are selected to perform this Project.

Project Name: _____

Contract: _____

Company
Name: _____

Company
Address: _____

Signature: _____

Written
Name: _____

Certificate of Contractor Registration & Acknowledgement of NYSDOL Contractor Registration

(SUBMIT WITH BID)

For more information and instructions on how to become registered, please visit the NYS Department of Labor website at: <https://dol.ny.gov/contractor-and-subcontractor-registry-landing>; please note it may take approximately 3-4 weeks for NYSDOL to review a registration application and issue a Certificate of Registration. The Bidder should take action promptly and register now to avoid any disruptions in the bidding process or project schedule.

By signing this form, the Bidder has either:

1. Currently has a valid **Certificate of Contractor Registration** and will provide the certificate with bid OR;
2. Completed the registration for the NYSDOL Registry and will provide a screenshot of their Application Status.

Project Name: _____

Contract: _____

Company
Name: _____

Company
Address: _____

Signature: _____

Written
Name: _____

SECTION 00 73 75

LOCAL AGENCY REQUIREMENTS

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

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Article 2 – Local Law No. 2 – 2021 LOCAL LAW INFORMATION FOR BIDDERS.....	6
Article 3 – Local Law No. 2 – 2021 Forms (Attachments A, B & C).....	6
Form (SUBMIT WITH BID)	
Attachment A (SUBMIT WITH BID)	
Attachment B (SUBMIT WITH BID)	
Attachment C (SUBMIT WITHIN 3 DAYS WHEN REQUESTED)	

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

**COUNTY OF ERIE
LOCAL LAW NO. 2
2021**

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

BE IT ENACTED BY THE ERIE COUNTY LEGISLATURE AS FOLLOWS:

Section 1. Legislative Intent.

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

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

Section 2. Short Title.

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

Section 3. Applicability.

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

Section 4. Definitions.

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

\$35,000 where the County of Erie is a direct or indirect party to the contract which includes more than an incidental amount of construction type activity intended to benefit the public, including all work which is necessary, incidental or connected with the execution of the contract which is performed by construction workers. A public entity need not be party to the construction contract. A construction contract includes: projects that the County of Erie funds directly, projects that the County of Erie funds indirectly by providing funds to a separate entity to perform the construction type activity; privately financed construction projects specifically built with the intent of leasing them to any Department of the County of Erie government; and construction projects built under the County of Erie's direction and later paid for with County of Erie funds.

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

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

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

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

Section 5. Requirements.

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

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

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

Section 6. Procedure.

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

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

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

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

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

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

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

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

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

Section 7. Non-Responsibility Determination.

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

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

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

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

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

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

Section 8. Ongoing Responsibility.

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

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

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

Section 9. Sanctions.

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

Section 10. Emergency.

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

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

Section 11. Severability.

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

Section 12. Effective Date.

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

Sponsors:

Timothy Meyers
April N.M. Baskin
Howard Johnson

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

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

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

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

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

ARTICLE 3 –LOCAL LAW NO. 2 – 2021 FORMS

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

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

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

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

COMPLETION & CERTIFICATION

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

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

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

DEFINITIONS

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

RESPONSES

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

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

BUSINESS ENTITY INFORMATION

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

I. BUSINESS CHARACTERISTICS

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

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

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

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

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? <i>(Attach additional pages if necessary.)</i>	☐ Yes ☐ No

Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity

Firm/Company Address

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

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?	☐ Yes ☐ No

Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company

2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? <i>(Attach additional pages if necessary.)</i>	☐ Yes ☐ No

Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity

Affiliate Address

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

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?	☐ Yes ☐ No

Individual's Name <i>(Include middle initial)</i>	Position/Title with Firm/Company

2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? <i>(Attach additional pages if necessary.)</i>	☐ Yes ☐ No

Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

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

III. CONTRACT HISTORY

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

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

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

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

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

Note: Ongoing projects must be included.

IV. INTEGRITY – CONTRACT BIDDING

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

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

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

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

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

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

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

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

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

V. INTEGRITY – CONTRACT AWARD

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

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

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

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

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

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

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

V. INTEGRITY – CONTRACT AWARD

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

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

VI. CERTIFICATIONS/LICENSES

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

6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license?	☐ Yes ☐ No

6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership?	☐ Yes ☐ No

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

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

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

7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	☐ Yes ☐ No

7.1 Been the subject of:	
(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or	☐ Yes ☐ No
(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	☐ Yes ☐ No

7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ?	☐ Yes ☐ No

7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No

7.4 Had a New York State Labor Law violation deemed willful?	☐ Yes ☐ No

7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	☐ Yes ☐ No

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

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

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

7.6 Other than previously disclosed, been the subject of any <u>citations</u>, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: <u>Federal</u>, state or local health laws, rules or regulations; <u>Federal</u>, state or local environmental laws, rules or regulations; - Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; - Any labor law or regulation, which was deemed willful; - Employee Retirement Income Security Act (ERISA); <u>Federal</u>, state or local human rights laws; <u>Federal</u>, state or local security laws?	☐ Yes ☐ No

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

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

VIII. LEADERSHIP INTEGRITY

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

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

8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1 <u>Suspended</u>, <u>debarred</u> or <u>disqualified</u> from any <u>government contracting process</u>?	☐ Yes ☐ No ☐ N/A
8.2 The subject of a criminal <u>investigation</u>, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	☐ Yes ☐ No ☐ N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny	☐ Yes ☐ No ☐ N/A

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

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

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

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)****X. FREEDOM OF INFORMATION LAW (FOIL)**

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

☐ Yes ☐ No

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

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

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

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

The undersigned certifies that he/she:

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

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

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

Notary Public

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

Vendor Name:**NYS Vendor ID:**

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

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

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

Vendor Name:**NYS Vendor ID:**

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

6.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
7.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
8.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
9.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
10.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

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

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

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

SUBMIT PAPER COPY WITH BID**NEW YORK STATE****VENDOR RESPONSIBILITY QUESTIONNAIRE****ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS****Vendor Name:****NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

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

SUBMIT PAPER COPY WITH BID**NEW YORK STATE****VENDOR RESPONSIBILITY QUESTIONNAIRE****ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS****Vendor Name:****NYS Vendor ID:****Question 3.1: List all current uncompleted construction contracts:**

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

Grand Total All Uncompleted Contracts**\$0.00**

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

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets

1. Cash		\$	-	

2. Accounts receivable - less allowance for doubtful accounts	\$	-		

Retainers included in accounts receivable	\$	-		

Claims included in accounts receivable not yet approved or in litigation	\$	-		

Total Accounts Receivable		\$	-	

3. Notes receivable - due within one year		\$	-	

4. Inventory - materials		\$	-	

5. Contract costs in excess of billings on uncompleted contracts		\$	-	

6. Accrued income receivable				
Interest	\$	-		

Other (list) _____	\$	-		

_____	\$	-		

Total Accrued Income Receivable		\$	-	

7. Deposits				
Bid and Plan _____	\$	-		

Other (list) _____	\$	-		

_____	\$	-		

Total Deposits		\$	-	

8. Prepaid Expenses				
Income Taxes	\$	-		

Insurance	\$	-		

Other (list) _____	\$	-		

_____	\$	-		

Total Prepaid Expenses		\$	-	

9. Other Current Assets				
Other (list) _____	\$	-		

_____	\$	-		

Total Other Current Assets		\$	-	

10. Total Current Assets				\$

11. Investments				
Listed securities-present market value	\$	-		

Unlisted securities-present value	\$	-		

Total Investments				\$

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

12. Fixed Assets

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

13. Other Assets

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

14. TOTAL ASSETS

\$ -

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

LIABILITIES

Current Liabilities

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

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

NYS Vendor ID: _____

27. Other Liabilities

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

Total Other Liabilities

\$ _____

28. TOTAL LIABILITIES

\$ _____

NET WORTH

29. Net Worth (if proprietorship or partnership)

\$ _____

30. Stockholders' Equity

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

31. TOTAL STOCKHOLDERS' EQUITY

\$ _____

32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY

\$ _____

SECTION 01 11 13
WORK COVERED BY CONTRACT DOCUMENTS

PART I – GENERAL

1.1 SUMMARY

- A. This section includes a general listing of work items under the Contract. This listing is not meant to be inclusive of all items of work or what is required to accomplish the Work.
- B. The Work is located at 3595 Jeffery Blvd., Blasdell NY 14219. Work shall be performed on property owned by the Village of Blasdell or within public highway rights-of-way and/or easements obtained by the County of Erie.
- C. Related Sections:
 - 1. Section 01 14 17 – Coordination with Owner’s Operations
 - 2. Section 01 14 19 – Use of Site
 - 3. Section 01 20 13 – Lump Sum Measurement
 - 4. Section 01 20 16 – Lump Sum Payment
 - 5. Section 01 41 05 – Regulatory Requirements
 - 6. Section 01 45 05 – Quality Control
 - 7. Section 01 61 00 – Common Product Requirements
 - 8. Section 01 71 34 – Protection of the Work and Property

1.2 INTENT

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

1.3 SCOPE OF WORK

A. General Requirements

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

B. The Work includes the following detailed scope:

1. Site preparation (clearing, grubbing and leveling), earthwork and finish grading and seeding after building is constructed. Staging area for material and stormwater management during construction
2. All necessary building permits from Authority having Jurisdiction: Refer to Section 01 41 05 Regulatory Requirements for information on the building permit.
3. Utility Coordination for new services and utility pole removal
4. Excavation for installation of footings and concrete slab(floor).
5. Concrete form work, reinforcement, pouring and finishing.
6. Erection and installation of 38'x40' premanufactured structure, inclusive of frame, roof and exterior wall systems, gutters, interior wall and ceiling insulation, interior wall and ceiling covering, overhead garage doors and man door.
7. Complete electrical system inclusive of panel board, overcurrent protection devices, grounding and bonding, distribution circuits, wiring devices, supports, lighting, testing, and all other incidentals required for complete electrical installation as part of the General Construction Bid Item. Coordination with utility for new overhead electrical service. Fees Payable to utility provider for installation of new service will be paid by Erie County Division of Sewerage Management
8. Complete natural gas system inclusive of all gas service piping, fittings, valves, gas appliance, testing and all other incidentals required for a complete gas service installation as part of the General Construction Bid Item. Coordination with utility for new underground gas service. Fees Payable to utility provider for installation of new service will be paid by Erie County Division of Sewerage Management.

9. Construction stakeout will be completed by Erie County.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 GENERAL

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

END OF SECTION

SECTION 01 14 17
COORDINATION WITH OWNER'S OPERATIONS

PART 1 GENERAL

1.1 SUMMARY

A. This section includes considerations to be taken when working on the Site containing Owner's operations. Owner's operations are critical to maintaining public health. Coordination is essential to minimize impact on those operations.

B. Related Sections:

1. Section 01 11 13 –Work Covered by Contract Documents

C. Refer to Section 01 11 13 Work Covered by Contract Documents for the general listing of the Work to be coordinated.

1.2 GENERAL

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

1. Essential operations are operations performed by Owner that must be maintained throughout the entire period of construction or take priority over the Work in the Contract Documents. Limited interruption can be allowed for these operations.

B. Interruptions to Owner's Operations

1. Interruptions to operations or services must be scheduled and approved in advance. At least three working days of written notice is required prior to work.

1.3 OPERATIONS

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

1. Owner Shall have full access to dump site on property.

2. Owner shall have full access to current storage facility located on property.

1.4 SEPARATION

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

1.5 OPERATION SCHEDULE

- A. Owner's operations are generally defined as hauling of material and storage for Village owned equipment between 7 am and 5 pm. The need for access to site on property is intermittent on a daily basis.

1.6 NOTIFICATIONS

- A. Contractor must notify Owner's representative, Engineer or Owner for any of the following events:
 - 1. Each time Contractor, or anyone performing work on behalf of Contractor, enters or leaves the Site.
 - 2. Any time operation may be impacted by the Work.
- B. Owner's Representative, Engineer or Owner will notify Contractor:
 - 1. Of any operational changes that will delay the Work. Notice will be given as soon as possible.
 - 2. Of any forthcoming requests for partial use or occupancy.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 14 19 USE OF SITE

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations with respect to the Site.
- B. Related Sections:
 - 1. Section 01 11 13 – Work Covered by Contract Documents
 - 2. Section 01 14 17 – Coordination with Owner's Operations
 - 3. Section 01 14 33 – Work in Rights-Of-Way
- C. Refer to Section 01 11 13 Work Covered by Contract Documents for the general listing of the Work.

1.2 GENERAL

- A. Store apparatus, materials, supplies and equipment in a safe, orderly manner that does not interfere with the Work or normal operations of the surrounding areas. Storage shall not block access in areas of egress.
- B. Refer to Section 01 14 33 Work in Rights-Of-Way for detailed information on work in rights-of-way.
- C. Store materials that are subject to injury by exposure to weather, theft, breakage or otherwise. Limited storage may be available on the Site. Owner will not be responsible for any items stored in their facilities.
- D. Contractor shall follow all rules and requirements specific to the Site, including but not limited to, obeying all signage and following site safety policies.

1.3 EASEMENTS

- A. The required easements obtained for the Project are shown on the Plans. Contractor shall be responsible for providing, at his expense, any special easement conditions that are contained in the easements as noted in the Contract Documents. Where, within the limits of the easement, trees are required to be cut, Contractor shall offer the resulting firewood or timber to the property owner on whose land the trees have been felled and provide proof of such offer.
- B. Should there be an easement that Owner is in the process of obtaining; the Contract Documents will indicate as such. No work shall commence in these areas until the easement acquisition has been completed. No change to Contract

Price will be considered for any delay in acquisition of the easement by Owner. Extensions to Contract Time will be considered if requested by Contractor in writing.

1.4 LIMITATIONS

- A. Use of the Site by Contractor is restricted to operations required to complete the Work included in the Contract Documents.
- B. Facilities, buildings, equipment, tools or other that is not property of Contractor shall not be used without written consent.
- C. Contractor shall not dispose of any refuse resulting from the Work, including items demolished at the Site, in refuse containers contained on the Site unless those containers are placed there by Contractor or Contractor has received written authorization for use.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 14 33
WORK IN RIGHTS-OF-WAY

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations with respect to working along a roadway in the rights-of-way.
- B. Related Sections:
 - 1. Section 01 11 13 –Work Covered by Contract Documents
 - 2. Section 01 14 19 – Use of Site
 - 3. Section 01 14 17 – Coordination with Owner’s Operations
 - 4. Section 01 41 05 – Regulatory Requirements
- C. Refer to for the general description of items of work along a roadway.

1.2 GENERAL

- A. Work along and under roads, railroads, waterways, airports, or similar locations, shall be completed in accordance with the Contract Documents, and in compliance with permits for the Work issued by the agency of jurisdiction. Permits shall be obtained by Contractor in compliance with General Conditions Article 7.09 and Section 01 41 05 Regulatory Requirements.
- B. The cost of any temporary structures or facilities required by the agency having jurisdiction, shall be paid for by Contractor. The cost of all additional insurance required by the permit shall be provided by Contractor. Contractor shall determine the general requirements of permits of controlling agencies prior to submitting a bid.
- C. Any special backfill required and pavement replacement shall be paid under the appropriate Bid Form items, unless otherwise indicated. All associated materials, equipment, products or other necessary items shall be included in the Contract Price.
- D. The costs of flagging, protective personnel and engineering inspection provided by another agency, including but not limited to those required by a railway, airport, or highway department, shall be at the expense of Contractor.
- E. Refer to Section 01 14 19 Use of Site for information on easements and other requirements.

1.3 LIMITATIONS

- A. Contractor equipment shall not be placed or stored in rights-of-way other than where the Work is actively taking place.
- B. All excavations in rights-of-way shall be backfilled in the same work day. When that is not possible, proper safeguards shall be put into place to protect the public.
- C. Environmental permits may be required when dewatering is necessary or when the Work is in close proximity to a water body. Refer to Section 01 41 05 Regulatory Requirements for additional information.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

.

SECTION 01 20 13
LUMP SUM MEASUREMENT

PART I – GENERAL

1.1 SUMMARY

- A. This section includes each lump sum item, the scope of work intended to be included in that item, and the way in which work will be measured. The scope of work in this section is intended to provide a general description of work for differentiation.
- B. The Contract Documents include detailed descriptions of the Work, intended to cooperate and provide for, and include everything necessary for, the proper and complete orderly execution and finishing of the Work.
- C. Related Sections:
 - 1. Section 01 11 13 – Work Covered by Contract Documents
 - 2. Section 01 20 16 – Lump Sum Payment
 - 3. Section 01 26 10 – Contract Modification Procedures
 - 4. Section 01 29 73 – Schedule of Values
 - 5. Section 31 11 00 – Clearing and Grubbing
- D. Where separate items identified in this section are not separated on the Bid Form form, Contractor shall separate these items on their payment schedule, submitted in accordance with Section 01 29 73 Schedule of Values so measurement can be appropriately identified for payment.
- E. Refer to Section 01 20 16 Lump Sum Payment for information and requirements for the payment of the measured item(s).

1.2 GENERAL CONSTRUCTION

A. Scope of Work

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

management, and project closeout that is not otherwise included in or associated with any other item.

B. Measurement

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 20 16
LUMP SUM PAYMENT

PART I – GENERAL

1.1 SUMMARY

- A. This section includes how payment will be determined based on the measurement for each lump sum pay item. The scope of work in this section is intended to provide a general description of work for payment differentiation.
- B. The Contract Documents include detailed descriptions of the Work, intended to cooperate and provide for, and include everything necessary for, the proper and complete orderly execution and finishing of the Work.
- C. Related Sections:
 - 1. Section 01 11 13 – Work Covered by Contract Documents
 - 2. Section 01 20 13 – Lump Sum Measurement
 - 3. Section 01 26 10 – Contract Modification Procedures
 - 4. Section 01 29 73 – Schedule of Values
 - 5. Section 01 29 76 – Progress Payment Procedures
 - 6. Section 31 11 00 – Clearing and Grubbing
- D. Refer to Section 01 29 76 Progress Payment Procedures for information and requirements for the payment process.
- E. Retention for each Bid Form item shall be eligible for release when all the Work contained in the Contract Documents is substantially complete, regardless of the completion of any individual Bid Form item.
- F. Final payment for each Bid Form item shall be for the remainder of the lump sum price stated in the proposal unless modifications have been made to the Contract or set-offs have been imposed. Refer to Section 01 26 10 Contract Modification Procedures and GCC Article 14 for information on what modifications may impact final payment.

1.2 GENERAL CONSTRUCTION

A. Payment

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 24 13 VALUE ENGINEERING

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes the procedure for evaluating alternate or substitute proposals for materials or equipment for the purpose of reducing the Contract Price without impacting the purpose or performance of the Work.
- B. Related Sections:
 - 1. Section 01 25 13 – Product Substitution Procedures
 - 2. Section 01 29 73 – Schedule of Values
 - 3. Section 01 29 76 – Progress Payment Procedures

1.2 DEFINITIONS

- A. Design Life: The time life span of the product used in the Work, as determined by Engineer.
- B. Engineer's Evaluation Fee: The quoted cost of Engineer to evaluate the Value Engineering proposal with the purpose of providing a recommendation to Owner.
- C. Service Life: The time life span of equipment or material before failure occurs or before the cost of maintenance justifies replacement. Service life shall be determined by Engineer.

1.3 PROPOSAL PROCEDURE

- A. The Value Engineering proposal will be considered a Change Proposal submitted by Contractor for purposes of the Contract.
- B. Contractor must submit proposals for Value Engineering after Notice to Award but prior to issuance of the Notice to Proceed.
- C. All proposals for alternate materials or equipment submitted after the Notice to Proceed will be considered substitutions. Refer to Section 01 25 13 Product Substitution Procedures for guidance on substitutions.
- D. Contractor must submit a written proposal that includes the following:
 - 1. All data on the equipment or materials that can be used to determine differences, positive and negative, between the proposed and specified equipment or materials. Differences shall be clearly listed, highlighted or otherwise emphasized. Differences include, without limitation, operational

type, weight, thickness, size, materials of construction, strength, elasticity, or method of installation.

2. Stated Design Life and data and information that can be used to support or determine Design Life.
 3. Stated Service Life and data, references, and information that can be used to support or determine Service Life.
 4. Expected maintenance, replaceable components, and cost of replacement components. Include years that company has been in business, location of replacement parts center, location of manufacturer's service center, typical time for receipt of parts, shipment cost to project location, and manufacturer's representative information.
 5. Warranty information including length of warranty, restrictions, limitations, and service center information.
 6. Proposed difference in cost that will result in credit to Owner as a result of the change. The cost of the specified equipment or materials must be provided as well as the cost of the proposal equipment or materials. Shipping, installation and all associated costs must be included for both items. Refer to item 1.6 Cost Distribution for information on how the difference in cost will be distributed.
- E. When the proposal is received, Engineer will determine Engineer's Evaluation Fee and notify Contractor within 6 business days of the fee. Engineer's Evaluation Fee will be deducted from the estimated cost savings or credited to Owner by way of Change Order as specified in item 1.6 Cost Distribution.
- F. Engineer may recommend rejection or acceptance of a proposal, based on their knowledge and experience, without evaluation.
- G. Contractor will determine whether to withdraw the Value Engineering proposal prior to Engineer evaluation based on Engineer's Evaluation Fee.
- H. Proposals will be evaluated by Engineer.
- I. If the Contractor proposal is accepted, the Work will be changed accordingly and a Change Order will be processed to change the Contract Price as specified in item 1.6 Cost Distribution.
- J. If the Contractor proposal is rejected, Owner will be credited the cost of the Engineer's Evaluation Fee through a Change Order.

- K. If no Engineer evaluation was performed, no changes to the Contract shall be made.
- L. Contractor can withdraw a proposal at any time. If Contractor withdraws a proposal before the Engineering Evaluation is complete, Contractor may be responsible for costs associated with the partial evaluation.

1.4 ENGINEER EVALUATION

A. Evaluation

1. If Contractor does not withdraw their proposal after considering Engineer's Evaluation Fee, Engineer will consider the proposal by Contractor. Engineer may ask for information in addition to what was included in the proposal.
2. Engineer will perform calculations, contact references and make any inquiry necessary to determine the suitability of the proposed equipment or material for the service to which it is proposed. Engineer shall be authorized to make such inquiries on behalf of Owner.
3. Engineer may make inquiries into Contractor's expertise, authorization and training regarding installation of the equipment or material. Contractor shall provide all information for such inquiries and authorize the Engineer to access such information.

B. Recommendation

1. After considering all available information, Engineer will make a recommendation, in writing, to Owner if the proposal, in whole or in part, should be accepted. Recommendation will include the engineering basis for the recommendation.
2. Recommendation by Engineer to accept or reject a proposal does not constitute acceptance or rejection. Owner shall determine acceptance or rejection of a proposal.
3. Contractor may request further evaluation by Engineer prior to Owner determination. The costs incurred by Engineer, due to the request for further evaluation by the Contractor, will be added to Engineer's Evaluation Fee, and thus be deducted from the estimated cost savings or credited to Owner by way of Change Order as specified in item 1.6 Cost Distribution.

1.5 OWNER DETERMINATION

- A. Owner will consider Engineer recommendation. Owner may require further

evaluation by Engineer, at his own expense.

- B. Owner will make inquiries or perform whatever further evaluations are necessary in making their determination.
- C. Owner will make the final determination, in writing, whether to accept or reject Contractor proposal.

1.6 COST DISTRIBUTION

- A. Owner will be credited with Engineer's Evaluation Fee, regardless if Contractor proposal is accepted or rejected. This credit will appear as a Contract Price credit on a Change Order.
- B. Withdrawal of Contractor's proposal may result in a credit to Owner for Engineer's Evaluation Fee, if any portion of the evaluation was performed. If the proposal is withdrawn prior to Engineer evaluation, Owner will not be due any credit.
- C. Total cost savings for accepted proposals will include the savings in equipment or materials and the savings of labor, equipment, tools, materials and accessories necessary to install, connect or put into service.
- D. If Contractor proposal is accepted, in whole or in part, Owner will be credited with fifty percent (50%) of the remaining cost savings, after Engineer's Evaluation Fee is deducted. This credit will appear as a Contract Price credit on a Change Order.
- E. If Contractor proposal is accepted, the other fifty percent (50%) of the remaining cost savings, after Engineer's Evaluation Fee is deducted, will be against that Contractor's listing for the replaced equipment or materials in the associated bid item or item listing in the Schedule of Values. Refer to Section 01 29 73 Schedule of Values for information on listing items in the Schedule of Values.
- F. Contractor may request payment for the amount determined in item 1.6-E on their next payment request after written acceptance of the proposal is received. Refer to Section 01 29 76 Progress Payment Procedures for information on submitting requests for payment.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 25 13
PRODUCT SUBSTITUTION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes the procedure for proposing alternate or substitute products without impacting the design intent of the Work. This Section supplements GC Article 7.06.
- B. Substitutions can only be requested after the Notice of Award. Contractor must base their Bid on specified materials, equipment, processes and products.
- C. Related Sections:
 - 1. Section 01 24 13 – Value Engineering
 - 2. Section 01 33 10 – Submittal Procedures

1.2 GENERAL

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

- G. Contractor can withdraw a proposal for substitution at any time. Contractor may still be responsible for Engineer's fees in evaluating the substitution.

1.3 CONTRACTOR REPRESENTATION

- A. The request for substitution constitutes a representation that Contractor:

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

- B. By submitting the substitution, Contractor is agreeing to incur all costs associated with such a substitution.

- C. Contractor will not order or install any substitutions without written acceptance from Engineer or Owner. Substitute products ordered or installed without written

acceptance will be at Contractor's risk. Contractor is liable for all costs associated with replacement of such products if not accepted.

1.4 SUBSTITUTION PROCEDURE

- A. Any time after the Notice of Award has been issued, but before evaluation will impact the Progress Schedule, Engineer will consider written requests for substitutions of materials, equipment, processes, products, or other items.
- B. Contractor shall submit separate requests for each substitution. Document each request with data substantiating compliance and compatibility of proposed substitution with requirements of the Contract Documents.
- C. Contractor shall identify product by Specification's section and article numbers and provide the following information:
 - 1. Manufacturer's name, address, and phone number, trade name of product, and model or catalog number. List fabricators and suppliers as appropriate.
 - 2. All information as indicated in Section 01 33 10 Submittal Procedures.
 - 3. An itemized comparison of proposed substitution with specified product, listing variations, and reference to specification's section and article numbers.
 - 4. A quality and performance comparison, positive and negative, between proposed substitution and the specified product. Differences shall be clearly listed, highlighted or otherwise emphasized. Differences include, but are not limited to, operational type, weight, thickness, size, materials of construction, strength, elasticity, or method of installation. Samples must be provided where applicable.
 - 5. Design Life, as defined in Section 01 24 13 Value Engineering , and data and information that can be used to support or determine Design Life.
 - 6. Service Life, as defined in Section 01 24 13 Value Engineering, and data, references, and information that can be used to support or determine Service Life.
 - 7. Expected maintenance, replaceable components, and cost of replacement components. Include years that company has been in business, location of replacement parts center, location of manufacturer's service center, typical time for receipt of parts, shipment cost to project location, and manufacturer's representative information.
 - 8. Cost data comparing proposed substitution with specified product, and the

amount of net change to the Contract Price. Savings in cost resulting from such substitutions proposed to be passed onto Owner shall be identified.

9. Effect of substitution on progress schedule and Contract Time and changes required in other work or products, including impacts on other Contracts.

10. Guarantee attesting to the 90-day performance test as specified in item 3.2 Performance Test. The guarantee shall be signed by the Contractor.

D. Engineer may make inquiries into Contractor's expertise, authorization and training regarding installation of the product, equipment or material. Contractor shall provide all information for such inquiries and authorize the Engineer to access such information.

E. If no change to Contract Price and Contract Time is required, Engineer will indicate approval or rejection of the requested substitution(s) in writing.

F. If an increase in Contract Price or Contract Time is required, Engineer will make a recommendation and Owner's written approval or disapproval will be required.

1.5 OWNER APPROVAL

A. Owner approval is required when the substitution will result in an increase Contract Price or Contract Time. The substitution will then be considered a Request for Change submitted by the Contractor for purposes of the Contract.

B. If Owner's approval is required, Owner will make the final determination, in writing, whether to approve or reject the substitution(s).

C. If the substitution is approved, the Work will be changed accordingly and a Change Order will be required to change the Contract Price or Contract Time.

D. If the substitution is rejected, Contractor shall furnish products, materials, processed and equipment specified in the Contract Documents. Contractor may still be required to pay Engineer's expenses.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 ENGINEER INSPECTION

A. Contractor shall notify Engineer as soon as approved substitute products,

materials, processes or equipment are available for inspection. Engineer shall inspect all substitutes for conformance with substitution approvals, prior to installation.

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

3.2 PERFORMANCE TEST

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

END OF SECTION

SECTION 01 26 10
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

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

B. Related Sections:

1. Section 01 25 13 – Product Substitution Procedures

1.2 DEFINITIONS

A. Request for Proposal (RFP): Written or verbal request by Engineer or Owner to Contractor that asks for information pertinent to Owner's contemplated changes to the Work.

B. Request for Information (RFI): Contractor request for clarification on design documents that will not necessarily create a change to the Contract.

C. Request for Change (RFC): Written or verbal inquiry to Engineer by Contractor that asks for potential changes to the Work.

1.3 GENERAL

A. RFPs consist of proposed changes to the Work that may or may not be performed. Formal changes to the Work are made through Work Change Directives, as defined in GC Article 1.01-A.50, or Field Orders, as defined in GC Article 1.01-A.23.

B. RFIs do not include changes to the Work. If Contractor believes the information or clarification received from Engineer in response to an RFI constitutes a change to the Work, a Change Proposal, as defined by GC Article 1.01-A.9, should be submitted with the resulting change clearly defined.

C. RFCs are made for potential changes to the Work that are suggestions or recommendations by Contractor that is different from the design of the Engineer. Any addition or loss of cost or time must be identified and, if the RFC is accepted, a Change Proposal must be submitted. Change Proposals will not be considered that include costs listed in GC Article 13.01-C.

D. An RFP or RFC can be withdrawn at any time without penalty.

E. Engineer can direct or request changes to technical components of the Work that

do not require modification of the Contract. All changes that will require modification of the Contract must be approved or accepted by Owner.

1.4 ENGINEER PROPOSED CHANGES

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

1.5 CONTRACTOR PROPOSED CHANGES

- A. Contractor may submit an RFC to Engineer to request evaluation of a potential addition to, subtraction from, or change in the Work.
- B. Contractor will supply the following information related to the RFC:

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

1.6 FIELD ORDERS

- A. Engineer will issue Field Orders in accordance with GC Article 11.04. Field

Orders, by definition, do not change the Contract Price or Contract Time and may require modifications to the Contract.

1.7 WORK CHANGE DIRECTIVES

- A. Engineer may recommend changes in the Work to Owner or Owner may require addition, deletion or changes to the Work. Owner may issue a Work Change Directive in accordance with GC Article 11.03.
- B. Work Change Directives will include the following:
 - 1. Description of the proposed change, materials, equipment, labor, processes, products or other items required in the change.
 - 2. Location of the change.
 - 3. Supplementary or revised Contract Drawings and Specifications.
 - 4. Projected time span for making the change, expected impacts the change will have on project schedule, and expected time required to make the requested change, including if overtime will be required.
 - 5. The estimate changes, if any, to the Contract Price.
- C. Whenever possible, changes to Contract Price and Contract Time will be negotiated between Owner and Contractor prior to, or immediately following, the issuance of the Work Change Directive.
- D. Work Change Directives that change Contract Price and Contract Time will be included in a subsequent Change Order.

1.8 CHANGE PROPOSALS

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

1.9 CHANGE ORDERS

- A. Owner may authorize changes in work in accordance with GC Article 11.05.
- B. If a Work Change Directive or Change Proposal increases or decreases the Contract Price or Contract Time, an equitable adjustment will be authorized by Change Order in accordance with GC Article 11.02.
- C. A Change Order may contain multiple changes, directives, or proposals.
- D. Depending on the degree of impact and timing of the Work Change Directive or Change Proposal, changes in Contract Time and Contract Price may be included in the final Change Order to close the Contract rather than an executed Change Order during the Contract.
- E. Contractor may request the execution of a Change Order during the Contract that includes a change in Contract Price but does not involve payment from a contingency allowance.
- F. Change Orders will be executed using the following procedure:
 - 1. If required, Engineer will recommend the change, in writing, to Owner and provide all supporting documentation to Owner and Contractor to identify and explain the change.
 - 2. Owner will approve the change in Contract Price and Contract Time, in writing, and provide Change Order forms.
 - 3. Contractor shall execute Change Order forms in triplicate, signifying Contractor acceptance of the change.
 - 4. Engineer will sign all Change Order forms and return to Owner.
 - 5. Owner will execute Change Order forms in triplicate and return one original copy to each interested party.
- G. Change Orders may require additional Owner approvals, including, without limitation, other County Departments and the Erie County Legislature, depending on the extent of the change. A timeframe for Owner execution of a Change Order cannot be guaranteed.
- H. Payment under the Change Order will not be available until the Change Order is fully executed.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 29 73
SCHEDULE OF VALUES

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes the procedures for preparing and submitting the Schedule of Values.
- B. Related Sections:
 - 1. Section 01 20 13 – Lump Sum Measurement
 - 2. Section 01 20 16 – Lump Sum Payment
 - 3. Section 01 29 76 – Progress Payment Procedures

1.2 GENERAL

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

1.3 FORMAT

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

1.4 CONTENT

- A. Identify the Project by the Erie County Sewer District (ECSD) Number and Contract Number assigned by Owner.
- B. List installed value of each major item of the Work and each subcontracted item

of Work as separate line items, rounding off values to nearest dollar.

- C. Contractor may use separate lines for bonds, insurance, temporary facilities and controls, superintendents, and mobilization. Each item shall include pro rata portion of overhead and profit.
- D. Break all major equipment costs into materials and labor at a minimum.

1.5 ACCEPTANCE

- A. Contractor is responsible for ensuring that the Schedule of Values is a reasonable allocation of the Contract Price.
- B. Engineer or Owner may request information to substantiate any line item. Contractor shall submit justification upon request.
- C. Engineer or Owner may request reallocation of prices on listed items.
- D. Acceptance of the Schedule of Values does not constitute approval for payment of any of the items listed.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 29 76
PROGRESS PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes the requirements associated with payments, and procedures for preparing and submitting applications for progress payments.
- B. Related Sections:
 - 1. Section 01 20 13 – Lump Sum Measurement
 - 2. Section 01 20 16 – Lump Sum Payment
 - 3. Section 01 29 73 – Schedule of Values
 - 4. Section 01 77 19 – Closeout Requirements

1.2 DEFINITIONS

- A. Basic Rate of Pay: The rate actually payable to the worker, which may be higher but not lower than the minimum wage set forth in the Prevailing Rate Schedule.
- B. Pencil Copy: A submittal from Contractor to Engineer containing, at a minimum, the accepted form of the Schedule Values with the proposed amount of work completed and equipment accepted that are available for payment in the pay period. Pencil Copy must include a summary of the total Contract amount in the application, retention to be withheld, and total payment requested.
- C. EEO Programs: Programs administered by the Erie County Office of Equal Employment Opportunity (EEO) that are included in the Contract. Programs include, but are not limited to, employment initiatives, minority-owned business enterprises (MBE) goals, women-owned business enterprises (WBE) goals, service-disabled veteran-owned business (SDVOB) goals, apprenticeship requirements, local law requirements, and executive order requirements.

1.3 GENERAL

- A. Measurement and payment of individual bid items are detailed in Section 01 20 13 Lump Sum Measurement and Section 01 20 16 Lump Sum Payment. Measurement and payment under contingency allowances will only be for approved items, as described in those sections.
- B. Payment for lines that include labor, materials, equipment, processes, or products necessary for the duration of the Work, including but not limited to temporary facilities, temporary utilities, supervision or management, will be paid at a percentage to equal the overall percentage of the progress of the Work.

- C. In accordance with the Agreement, partial payments may be made for materials and equipment not incorporated in the Work if sufficient documentation is received to prove that the materials and equipment have been received by Contractor and Contractor has been invoiced or paid the supplier. Engineer may request additional documentation. Owner reserves the right to inspect, or have inspected on the Owner's behalf, any materials or equipment before payment is approved.
- D. If mobilization is included with other components of work, mobilization will be paid the appropriate percentage of the progress of the other work.
- E. Work in excess of 8 hours per day or 40 hours per week must obtain dispensation and shall be compensated at a minimum of one and one-half (1½) times the Basic Rate of Pay for all hours worked in excess of 8 hours, on any one day, or in excess of forty hours in any one week. This shall not limit agreements to the contrary or mandatory overtime compensation in excess of those stipulated amounts. Such extra compensation shall not constitute a claim for additional compensation under this Contract.

1.4 PREVAILING RATE SCHEDULE

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

corrected and posted to the DOL's website on the first business day of each month. Contractors are responsible for paying these updated rates as well, retroactive to July 1st.

- E. Contractor is responsible for any underpayments of prevailing wages or supplements by their Subcontractor.
- F. The Public Work Project notice must be posted at the beginning of the performance of the Work on each Site.
- G. Payroll records must be kept for three years from the Project's date of completion.

1.5 APPLICATION MATERIALS

- A. Owner has standard forms for payment application. A copy of the Schedule of Values indicating the completed work shall accompany each pay application form. Requirements for the Schedule of Values are detailed in Section 01 29 73 Schedule of Values. The Schedule of Values shall be in the format accepted in the initial submittal.
- B. Updated information for each of the applicable EEO Programs shall be submitted. Forms shall be submitted as indicated the individual sections pertaining to these programs. Requirements may include electronic submissions associated with an applicable EEO Program.
- C. Payrolls certifying compliance with the Prevailing Rate Schedule shall be submitted with each payment application in accordance with Section 00 73 43 Wage Rate Requirements. Subcontractors are required to submit paper copy certified payrolls for only the time spent on the project. Electronic payroll submissions may require negative reports from Subcontractors for times when no actual work is being performed.
- D. Insurance certificates must be current for payment to be authorized. Any updated insurance certificates shall be submitted to ensure payment.

1.6 PROCEDURE

- A. Contractor shall submit the Pencil Copy to Engineer. Owner must be notified that a pencil copy is submitted.
- B. Engineer will request changes to the Pencil Copy or will recommend payment as submitted. Engineer may ask for supporting documentation for items for which payment is requested.
- C. Engineer will notify both Contractor and Owner of recommendations in

accordance with GC Article 15.01-C.

- D. If Owner agrees, Owner will send appropriate forms to Contractor.
- E. Contractor will submit appropriate forms for payment application approval and required application materials. Contractor will send forms to Engineer for approval.
- F. Engineer will indicate their approval and send forms to Owner.
- G. Contractor will send other required application materials directly to Owner.
- H. Once all application materials are received and reviewed, Owner will process payment.

1.7 RETENTION

- A. The amount retained in each pay request shall be as outlined in the Agreement.
- B. Retention shall be eligible for release when all the Work contained in the Contract Documents is complete, regardless of the completion of any individual bid item.
- C. When requesting a reduction of retainage, Contractor will provide Owner with a letter of consent from his surety company.
- D. Refer to Section 01 77 19 Closeout Requirements for information on the requirements for final payment of retention.

1.8 WITHHOLDING PAYMENT

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

1.9 CONTRACTOR PAYMENTS

- A. Contractor shall pay for all transportation and utility services not later than the 20th day of the calendar month following that in which such services are rendered.

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

1.10 FINAL PAYMENT

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 31 13
PROJECT COORDINATION (SINGLE PRIME)

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes the requirements related to coordination of the Work when a single Contract is awarded.
- B. Related Sections:
 - 1. Section 01 14 17 – Coordination with Owner’s Operations
 - 2. Section 01 32 16 – Construction Progress Schedule
 - 3. Section 01 41 05 – Regulatory Requirements
 - 4. Section 01 45 29 – Testing Laboratory Services

1.2 GENERAL

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

1.3 SCHEDULING

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

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 INSPECTIONS

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

3.2 TESTING

- A. Coordinate testing as required in Section 01 45 29 Testing Laboratory Services.
- B. Engineer may require testing of materials, equipment, processes or products as necessary to prove compliance with the Contract Documents or Contractor Submittals. Contractor will coordinate testing with Engineer as necessary.

END OF SECTION

SECTION 01 31 19.13
PRE-CONSTRUCTION MEETING

PART 1 GENERAL

1.1 SUMMARY

A. This section includes the requirements for the meeting between Owner, Engineer and Contractor prior to start of the Work.

B. Related Sections:

1. Section 01 14 17 – Coordination with Owner’s Operations
2. Section 01 14 19 – Use of Site
3. Section 01 26 10 – Contract Modification Procedures
4. Section 01 29 76 – Progress Payment Procedures
5. Section 01 31 19.23 – Progress Meetings
6. Section 01 32 16 – Construction Progress Schedule
7. Section 01 32 33 – Photographic Documentation
8. Section 01 33 10 – Submittal Procedures
9. Section 01 35 23 – Owner Safety Requirements
10. Section 01 35 28 – Contractor’s Health and Safety Plan
11. Section 01 41 05 – Regulatory Requirements
12. Section 01 45 29 – Testing Laboratory Services
13. Section 01 45 33 – Code-Required Special Inspections and Procedures
14. Section 01 51 05 – Temporary Utilities
15. Section 01 52 16 – First Aid Facilities
16. Section 01 52 19 – Sanitary Facilities
17. Section 01 55 10 – Vehicular Access and Parking
18. Section 01 65 00 – Product Delivery Requirements
19. Section 01 66 00 – Product Storage and Handling Requirements
20. Section 01 71 23 – Field Engineering
21. Section 01 71 34 – Protection of the Work and Property
22. Section 01 74 10 – Cleaning and Waste Management
23. Section 01 78 39 – Project Record Documents

1.2 SCHEDULING

A. The pre-construction meeting will be held at mutually agreed time between the Notice of Award and Notice to Proceed, or after Notice to Proceed but before on-site work is performed, as applicable. Representatives from Owner, Engineer, and Contractor must be present. Owner, Engineer or Contractor may invite others that are involved in the construction or administration of the Work.

B. Contractor project manager must attend this meeting. Contractor superintendent / foreman should attend this meeting if they have been assigned prior to the meeting. Subcontractor project managers/superintendents should attend this

meeting.

- C. Engineer will conduct the meeting, keep the minutes, and distribute the minutes to all persons in attendance.

1.3 MEETING AGENDA

- A. All attendees to meetings must sign in and provide contact information.
- B. Contractor must be prepared to discuss the following agenda items:

1. Project Administration

- a. Designated Contacts and Contact Information
- b. Communication
- c. EEO Program Requirements and Goals – Refer to individual sections detailing these programs.
- d. Permit/Regulatory Requirements – Refer to Section 01 41 05 Regulatory Requirements
- e. Start Date and Notice to Proceed
- f. Payment Procedures - Refer to Section 01 29 76 Progress Payment Procedures
- g. Submittals - Refer to Section 01 33 10 Submittal Procedures
- h. Progress Meetings – Refer to Section 01 31 19.23 Progress Meetings
- i. Construction Photographs – Refer to Section 01 32 33 Photographic Documentation
- j. Maintaining Record Documents – Refer to Section 01 78 39 Project Record Documents

2. Changes in Work

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

3. Construction Requirements

- a. Engineer's Project Representative
- b. Work Hours
- c. Parking and Staging – Refer to Section 01 14 19 Use of Site and Section 01 55 10 Vehicular Access and Parking
- d. Site Security – Refer to Section 01 71 34 Protection of the Work and Property

- e. Construction Schedule and Critical Work Sequencing - Refer to Section 01 32 16 Construction Progress Schedule
 - f. Product Delivery and Storage – Refer to Section 01 65 00 Product Delivery Requirements and Section 01 66 00 Product Storage and Handling Requirements
 - g. Testing - Refer to Section 01 45 29 Testing Laboratory Services and Section 01 45 33 Code-Required Special Inspections and Procedures
 - h. Safety – Refer to Section 01 35 23 Owner Safety Requirements and 01 35 28 Contractor’s Health and Safety Plan
 - i. Site Cleanliness – Refer to Section 01 74 10 Cleaning and Waste Management
 - j. Temporary Facilities and Controls – Refer to Sections 01 51 05 Temporary Utilities, 01 51 13 Temporary Electricity, 01 51 16 Temporary Fire Protection, 01 51 23 Temporary Heating, Cooling and Ventilation, 01 51 26 Temporary Lighting, 01 51 36 Temporary Water, 01 52 11 Engineer’s Field Office, 01 52 13 Contractor’s Field Office and Sheds, 01 52 16 First Aid Facilities, 01 52 19 Sanitary Facilities, 01 57 20 Temporary Bypass Pumping, and 01 58 00 Project Identification.
4. Coordination
- a. Coordination with Owner’s Operations - Refer to Section 01 14 17 Coordination with Owner’s Operations

1.4 MEETING MINUTES

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 31 19.23 PROGRESS MEETINGS

PART 1 GENERAL

1.1 SUMMARY

A. This section includes the requirements for meetings on progress of the Work during Contract Times.

B. Related Sections:

1. Section 01 14 17 – Coordination with Owner’s Operations
2. Section 01 26 10 – Contract Modification Procedures
3. Section 01 29 76 – Progress Payment Procedures
4. Section 01 32 16 – Construction Progress Schedule
5. Section 01 33 10 – Submittal Procedures
6. Section 01 41 05 – Regulatory Requirements
7. Section 01 45 29 – Testing Laboratory Services
8. Section 01 45 33 – Code-Required Special Inspections and Procedures
9. Section 01 71 23 – Field Engineering

1.2 SCHEDULING

A. Progress meetings will be conducted weekly, or at some other frequency as determined by Engineer. These meetings shall be attended by Owner, Engineer, Contractor’s representative. Owner, Engineer or Contractor may invite others that are involved in the construction or administration of the Work.

B. Engineer will conduct the meeting, keep the minutes, and distribute the minutes to all persons in attendance.

1.3 MEETING AGENDA

A. All attendees to meetings must sign in and provide contact information.

B. Contractor must be prepared to discuss the following agenda items:

1. Construction Progress
 - a. Work Completed
 - b. Testing Results - Refer to Section 01 45 29 Testing Laboratory Services and Section 01 45 33 Code-Required Special Inspections and Procedures
 - c. Schedule Updates - Refer to Section 01 32 16 Construction Progress Schedule
 - d. Critical Work Sequencing
 - e. Upcoming Work

2. Changes in Work

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

3. Project Administration

- a. Submittals - Refer to Section 01 33 10 Submittal Procedures
- b. EEO Program Status – Refer to individual section describing programs.
- c. Permit/Regulatory Requirements - Refer to Section 01 41 05 Regulatory Requirements
- d. Payment Requests - Refer to Section 01 29 76 Progress Payment Procedures

4. Coordination

- a. Coordination with Owner's Operations - Refer to Section 01 14 17 Coordination with Owner's Operations
- b. Strategies for Connections to Existing Facilities - Refer to Section 01 73 24 Connections to Existing Facilities

5. Deficiencies in Work

1.4 MEETING MINUTES

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 32 16
CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SUMMARY

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

1.2 GENERAL

- A. Progress Schedule shall represent a practical plan to complete the Work within Contract Times and shall convey Contractor’s intent in the manner of progress of the Work.
- B. Scheduling and means and methods of construction are the responsibility of Contractor. Contractor shall involve and coordinate all Subcontractors and Suppliers in the development and updating of the Progress Schedule.
- C. Contractor will not be penalized for failure to meet finish dates for individual tasks indicated in the Progress Schedule as long as Contract Times are met, unless otherwise indicated in the Contract Documents.
- D. Refer to Section 01 14 17 Coordination with Owner’s Operations for limitations and information on operations that effect scheduling.
- E. Each Contractor shall be responsible for the proper coordination of all work under their respective Contract so as to maintain the Progress Schedule as accepted. Should any Contractor fail to adhere to any critical task of the accepted schedule, Contractor shall promptly adopt such additional means or methods of construction, including overtime, as may be required to complete the Work in accordance with the schedule, all at no additional cost to Owner.

1.3 SUBMITTALS

- A. Submittal of the Progress Schedule shall conform with the requirements of Section 01 33 10 Submittal Procedures.

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

1.4 FORMAT

- A. Progress Schedule shall be electronically produced in the Critical Path Method (CPM) format, unless another format is approved by Engineer.
- B. Progress Schedule shall indicate the following:
 - 1. Contract tasks and baseline schedules.
 - 2. Critical path operations.
 - 3. Sequence of tasks.
 - 4. Task start and finish dates.
 - 5. Task percent complete with progress bars.
 - 6. Milestone completion dates.
 - 7. Submittals and submittal reviews.
 - 8. Inspection and acceptance dates.
 - 9. Acquisition of permits, if needed.
 - 10. Product lead time if over 30 days.

- 11. Work performed by other Contractors or Agencies that impact the Work.
- C. Scheduled tasks shall include sufficient detail as to identify work to be accomplished. Tasks should conform with bid item breakdown.
- D. Work to be performed by Subcontractors shall be clearly identified.

1.5 MONTHLY REVIEW AND UPDATES

- A. The Progress Schedule shall be reviewed monthly and updated if required.
- B. Impacts of Progress Schedule updates on Owner and other Contracts shall be considered in the monthly review and update.
- C. Updates to the Progress Schedule shall be submitted electronically, in the required format, to Engineer at least once per month. Updates shall be submitted prior to a progress meeting to assist in review at the meeting.
- D. The Progress Schedule shall be discussed at all progress meetings. Refer to Section 01 31 19.23 Progress Meetings for frequency of and agenda for progress meetings.

1.6 REVISIONS

- A. In the event Contractor does not adhere to their Progress Schedule and risks delays to other Contracts or Owner, Engineer may require revisions to the Progress Schedule as deemed necessary to reduce or eliminate such delays
- B. Failure to progress the Work in accordance with the Progress Schedule submitted and accepted by Engineer may, at the discretion of Engineer, be construed as a failure to comply with the terms of the Contract.
- C. Revisions to critical path items in the Progress Schedule, or to items that impact Owner or other Contractors, may only be made with the knowledge and consent of Engineer.
- D. Engineer will require revisions to the Progress Schedule whenever any task is delayed or extends beyond the finish date to the extent that it is impacting other work. Engineer will determine when those revisions are necessary.
- E. Contractor may request permission to revise any part of the Progress Schedule. Requests will be made in writing to Engineer, who will consider the impact of such a change on the Project. Engineer will respond in writing with an approval or explanation as to why the requested change cannot be made.

- F. Revised Progress Schedules will be submitted to Engineer for approval. Engineer will distribute approved revisions.

1.7 REQUEST FOR TIME EXTENSION

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 32 33
PHOTOGRAPHIC DOCUMENTATION

PART 1 GENERAL

1.1 SUMMARY

A. This section includes administrative and procedural requirements for preconstruction photographs, construction photographs, post-construction photographs and videos.

B. Related Sections:

1. Section 01 33 10 – Submittal Procedures
2. Section 01 77 19 – Closeout Requirements
3. Section 01 77 23 – Post Final Inspection

1.2 SUBMITTALS

A. Submittals shall conform with the requirements of Section 01 33 10 Submittal Procedures.

B. Photograph submittals shall be in electronic JPG format, with one hard copy submitted to Owner, and shall include:

1. A plan of project site indicating vantage point, location and direction of each photograph (indicated by arrow). Each photo shall be identified by a unique photo number.
2. A photo log listing:
 - a. Title of Project
 - b. Owner's District and Contract Numbers
 - c. Contractor's name
 - d. Date photo was taken
 - e. Photo number corresponding to that identified on plan of project site
 - f. Description of photograph
 - g. Location information not indicated on plan (e.g. vertical information)
3. Photographs shall be arranged in sheets according to the location the photo was taken on the project site, in date order. Multiple photographs and photographs in varying proximity to the Work shall be provided of critical locations, equipment or activities and may be required by Engineer for areas with known or suspected concerns.

C. Video submittals shall be submitted via a web-based service that County can

access (request a folder and link from DSM if needed) and shall include:

1. A video log listing:
 - a. Title of Project
 - b. Owner's District and Contract Numbers
 - c. Contractor's name
 - d. Date video was taken
 - e. Time length of video
 - f. List of video sections/ highlights
 1. Time stamp where section / highlight is located
 2. Description of section / highlight
 3. Reference to pertinent equipment or specification section
 2. Any other materials associated with the video, such as training manuals for training videos or equipment information for operational videos.
- D. Submittals of photographic evidence shall be made at the time of pay request, for all work included in the pay request, unless otherwise stated in the Contract Documents.
- E. In submitting photographs or videos to Owner, Contractor shall also transfer copyright usage rights for unlimited reproduction of that submitted.

1.3 PHOTOGRAPHS - GENERAL

- A. Contractor shall provide digital copies of the photographs taken with a minimum 6-megapixel camera.
- B. Photographs shall be verified to be in focus or shall be immediately retaken. Photographs shall be of sufficient quality to be printed in the dimensions of 8-inches by 10-inches without distortion.
- C. Critical locations, equipment or activities shall have a minimum of four (4) photographs taken from different vantage points and proximity to the Work. Engineer may require additional photographs of areas with known or suspected concerns.
- D. Photographs of the Site shall be taken as well as photographs of specific locations, equipment, and activities.
- E. The minimum number of photographs shall be those listed herein and those directed by Engineer. Contractor may take additional photographs as they deem necessary.

- F. Photographic documentation is used as evidence that the Work has been completed according to the Contract Documents. Engineer may, at his option, take additional photographs but will not be required to make these photographs available to Contractor.
- G. Engineer may use photographic documentation of Defective work in a Notice of Defects. Engineer may also use photographic documentation to settle disputes.

1.4 PRECONSTRUCTION PHOTOGRAPHS

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

1.5 CONSTRUCTION PHOTOGRAPHS

- A. Contractor shall take digital photographs weekly, or at such intervals as necessary to provide complete documentation, to demonstrate progress of the Work. Photographs shall be taken at the locations and at such stages of construction to

provide such documentation.

- B. During the Work, photographic documentation is required for all major activities, at appropriate intervals, to provide views representative of work being performed.
- C. A minimum of five (5) photographs per week shall be taken.
- D. Engineer may require additional photographs if Contractor photographs are not accurately demonstrating the progress of the Work.

1.6 POST-CONSTRUCTION PHOTOGRAPHS

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

1.7 VIDEOS

- A. Contractor shall provide high-resolution, digital video with a minimum sensor resolution of 12 megapixels with vibration-reduction technology.

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 33 10 SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes administrative and procedural requirements for Submittals.
- B. Related Sections:
 - 1. Section 01 25 13 – Product Substitution Procedures
 - 2. Section 01 77 19 – Closeout Requirements

1.2 DEFINITIONS

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

1.3 SUBMITTALS – GENERAL

- A. Unless otherwise agreed upon by all parties, Submittals shall be submitted via e-mail in electronic PDF format. Submittals shall be made to the listed contacts for Owner and Engineer for the Project.
- B. Sequentially number each Submittal. Resubmittals are to have original number with an alphabetic suffix.
- C. Identify Project, Contractor, Subcontractor or Supplier, pertinent Drawings sheet number, pertinent detail number(s) from the Drawings, and Specifications section number, on each Submittal as appropriate.
- D. Schedule the Submittals to expedite the Project. Coordinate submission of related items.
- E. Owner is permitted to inspect and test materials, or require inspection or testing of materials, submitted for approval. Engineer is the sole judge if it is necessary that any material or equipment be inspected at the place of manufacture.

1.4 SAMPLES

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

1.5 MANUFACTURER PERFORMANCE AFFIDAVITS

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

Addressed to: (Contractor) and (Owner)

Reference: (Contract Name)

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

Signature: (Corporate officers - vice president or higher)

Notary: (Signature(s) must be notarized)

1.6 MANUFACTURER WARRANTY

- A. When specified, Contractor shall provide a Warranty for the product or equipment listed. The terms of the Warranty shall be included in the Submittal.
- B. The Warranty shall be provided for the length of time (term) specified in the Contract Documents and that term shall be clearly stated in the Warranty. If no term is specified, warranty shall be the manufacturer's standard.
- C. Any restrictions to the Warranty shall be clearly stated.
- D. Any conditions that would void the Warranty shall be clearly stated.
- E. The entity to be contacted to perform Warranty work shall be identified with complete contact information including address, telephone number for service, and e-mail address.

1.7 SUBMITTAL DEVIATIONS, SUBSTITUTIONS, AND "OR EQUAL"

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

1.8 SHOP DRAWINGS SUBMITTAL REQUIREMENTS

- A. Contractor shall submit for review, by Engineer, Shop Drawings for all fabricated work, manufactured items, equipment and material required to be furnished in the Contract and as required by the Specifications.
- B. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Project and Contract Documents. Stamp shall show the following information:

1. Shop Submittal Number _____
2. Deviations: None _____ As Listed _____
3. Reference Specification Number _____
4. Reference Drawing Number _____
5. Space Requirements: As Designed _____ As Listed _____
6. Representation is made to Owner and Engineer that Contractor has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers and similar data, that they have reviewed and coordinated the information in each Shop Drawings with the requirements of the Work and Contract Documents, and hereby approves this submittal.

Contractor _____

Signature _____

Date _____

1.9 SHOP DRAWINGS SUBMITTAL TECHNICAL CONTENT

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

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

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

1.10 SHOP DRAWINGS REVIEW

- A. Acceptance or approval of a Shop Drawings shall not relieve Contractor of any responsibilities under the Contract.
- B. Any fabrication, erection, setting or other work done in advance of the receipt of Shop Drawings returned by Engineer and noted as "REVIEWED" or "REVIEWED AS NOTED," shall be entirely at Contractor's risk.

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

1.11 POST-CONSTRUCTION SUBMITTALS

- A. All post-construction Submittals shall include a cover letter indicating the date of completion or Substantial Completion of the project, name of the Project, and identify Contractor, Engineer and Owner.
- B. All post-construction documents shall be submitted in PDF electronic format and two (2) hard copies shall be provided, unless otherwise indicated in the Contract Documents.
 - 1. Electronic copies of greater than 15 MB shall be submitted on transferrable media and not transmitted through e-mail, unless otherwise indicated in the Contract Documents or agreed upon by all parties.
 - 2. Hard copies shall be submitted to Owner, unless otherwise indicated in the Contract Documents or agreed upon by all parties.
- C. Upon completion of the Work, Contractor shall submit a form of guarantee certifying all of the Work performed under their Contract, for a correction period of a minimum one-year term, unless otherwise specified in the Contract

Documents.

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 35 23
OWNER SAFETY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

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

1.2 GENERAL

- A. No information listed shall relieve Contractor of their obligation to comply with requirements instituted by the Occupational Safety and Health Administration (OSHA) or any other Federal, State or Local health and safety regulations and requirements that apply to the Project.
- B. No information listed shall relieve Contractor of their sole responsibility for health and safety of all workers under their control. Contractor shall incorporate requirements from this section, as appropriate, into the Contractor's Health and Safety Plan, prepared and submitted in accordance with Section 01 35 28 Contractor's Health and Safety Plan.
- C. All work areas should be reviewed by Contractor to determine safety requirements for all workers under the control of Contractor, regardless of designation or lack of designation by Owner.

1.3 Personal Protective Equipment (PPE)

- A. All PPE must be supplied by Contractor and comply with appropriate regulations.

1.4 EMERGENCY SERVICES

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 35 28
CONTRACTOR'S HEALTH AND SAFETY PLAN

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes administrative requirements for Contractor's plan to comply with health and safety regulations instituted by the Occupational Safety and Health Administration (OSHA) and any other Federal, State or Local health and safety regulations and requirements that apply to the Project.
- B. Contractor is solely responsible for all site safety. Contractor's equipment and methods of operation shall be in full compliance with OSHA Standards and satisfy all Federal, State and Local health and safety regulations and requirements, regardless if they are explicitly stated in the Contractor's Health and Safety Plan. Contractor will be solely responsible for his safety program and the coordination of such with all persons and companies under his control.
- C. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures
 - 2. Section 01 52 16 – First Aid Facilities

1.2 DEFINITIONS

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

1.3 HEALTH AND SAFETY – GENERAL

- A. OSHA administers and enforces regulations and requirements related to construction health and safety, generally included in 29 CFR 1926. Contractor must refer to the most recent regulations when creating a Contractor's Health and

Safety Plan.

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

1.4 PLAN REQUIREMENTS

- A. Contractor's Health and Safety Plan shall be specific to the Project and include identified hazards and precautions for the Site.
- B. References to written OSHA regulations shall be included.
- C. Requirements for submitting documents is contained in Section 01 33 10 Submittal Procedures.
- D. Contractor's Health and Safety Plan must be submitted and accepted before any work can take place on the Site.

1.5 PLAN REVIEW

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

1.6 PLAN ADMINISTRATION

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 REPORTING

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

3.2 PLAN COMPLIANCE

- A. Contractor shall provide a safe environment for all persons entering the Site or completing the Work.

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

END OF SECTION

SECTION 01 41 05 REGULATORY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes references to federal, state and local regulations, information on requirements included in regulations and associated permitting.
- B. Related Sections:
 - 1. Section 01 33 10 – Submittal Procedures
 - 2. Section 01 35 28 – Contractor’s Health and Safety Plan
 - 3. Section 01 41 28 – Stormwater Pollution Prevention
 - 4. Section 01 45 33 – Code-Required Special Inspections and Procedures
 - 5. Section 01 77 19 – Closeout Requirements

1.2 ABBREVIATIONS

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

1.3 GENERAL

- A. Permits, licenses and easements for permanent structures or permanent changes in existing facilities will be secured and paid for by Owner, unless otherwise specified.
- B. Contractor shall give all notices and comply with all laws, ordinances, rules and regulations bearing on the conduct of the Work as drawn and specified. If Contractor observes that the Contract Documents are at variance therewith, Contractor shall promptly notify Engineer in writing and any necessary changes

shall be adjusted as to the additional work and changes.

- C. If Contractor's methods of construction require that additional permit(s) be obtained, the cost for such permits and any delays in construction associated therewith shall be borne by Contractor.
- D. Codes and regulations referenced in the Contract Documents are not a comprehensive list of all that is applicable to the Work. The codes and regulations listed in the Contract Documents are referenced for the information and convenience of the Contractor. Not all codes or regulations applicable to the Work have been cited or adequately described in the Contract Documents. Contractor is responsible for compliance with all codes and regulations applicable to the Work and relevant to the Contractor's means and methods of performing the Work.

1.4 STORMWATER CONTROL

- A. Requirements for stormwater control are described in Section 01 41 28 Stormwater Pollution Prevention. The requirements are based on NYSDEC guidance and permitting.

1.5 WORK IN PROXIMITY TO WATER BODIES

- A. Owner has obtained the following permits for work related to water bodies:
 - 1. No work shall be conducted in the waterways
- B. All work in the vicinity of water bodies shall meet the following minimum standards:
 - 1. Work shall not obstruct the upstream and downstream movement of fish. Temporary culverts shall be as nearly as possible, flush with the stream bed.
 - 2. Sufficient flow of water shall be maintained at all times to sustain aquatic life downstream.
 - 3. Any temporary culvert of diversion channel shall provide a "V" or "dish-shaped" channel, to concentrate flow during periods of low water and facilitate the movement of fish.
 - 4. Disturbance of the stream bed shall be kept to an absolute minimum and the stream bed shall be returned, as nearly as possible, to its original condition, or better. (Where possible, in modifying a stream bed, the centerline shall be 8" to 12" lower than the toe of the channel bank, to concentrate the flow water.)

5. Where work necessitates disturbing banks, they shall be returned to original condition, or as shown on the Drawings. All tree and brush removal shall be kept to a minimum.
6. Any dike or cofferdam required to facilitate construction shall be erected in such a manner that stream flow will not be sufficiently reduced to endanger fish life downstream and such dike or cofferdam shall be erected of materials that will not contribute substantially to the turbidity or siltation of the stream.
7. During the project, care shall be taken to prevent or reduce to a minimum any damage to the stream from pollution by debris, sediment, of other material or from the manipulation of equipment and/or materials in or near such streams. Water that has been used for washing or processing or that contains oils and sediments that will reduce the quality of water in the stream shall not be directly returned to the stream. Such waters will be diverted through a settling basin, or filter before going into the stream.
8. If water is taken from a stream for construction purposes and an impounding structure is necessary, such structure shall be erected in a manner causing the least possible disturbance to the stream.

C. For work involving stream crossings:

1. A stream crossing permit may be required:
 - a. Owner has made application for necessary stream crossing permits required for this Contract. These permits will be issued to Contractor upon submission of satisfactory methods and timetable for construction of the stream crossings, in accordance with Section 01 33 10 Submittal Procedures, and to insure compliance with the above standards.
 - b. For stream crossings not requiring permits, compliance with the above standards, to the extent applicable, will be required for stream crossings and work adjacent to water bodies in this Contract.
2. The following restrictions shall apply to all stream crossings:
 - a. Prior to any stream channel relocation, or other work that may affect the character or location of trout or other game fish waters, Contractor will contact the NYSDEC to determine whether they wish to remove the fish or perform any other work. If any fish salvage or other protective measures are deemed necessary, Contractor will cooperate with and coordinate his work with the NYSDEC.
 - b. Prior to commencement of stream crossing operations, Contractor shall

submit construction drawings of each stream crossing to Engineer for his approval in accordance with Section 01 33 10 Submittal Procedures. The drawings shall show the following information:

- i Proposed methods of construction
 - ii Details of sequence of construction
 - iii Proposed methods for maintaining flows during construction operations
 - iv Proposed methods for preventing damage to property in the event of sudden or heavy storms
- c. Contractor shall be responsible for the preservation of all stream banks within and adjacent to the limits of work.
- d. Any stream bank disturbed by Contractor's operations will be rip-rapped or otherwise protected at Contractor's expense as ordered by Engineer.
- e. When the top of excavation is within ten (10) feet of the top of any stream bank, Contractor shall provide protection for the stream bank at his own expense and as approved by Engineer.
- f. Additionally, for those streams classified C and D, which will be crossed by a sewer pipeline and/or the banks will be disturbed during the course of construction:
- i Prior to commencing work on the stream crossing and prior to commencing work on the banks of the stream, Contractor shall contact the legal Regional Supervisor of Regulation and inform him of the impending work.
 - ii Contractor will be advised by the local Regional Supervisor of Regulation of the procedures and conditions required to be following on making the stream crossing and/or working on the banks of the stream.

1.6 BUILDING PERMIT

- A. Whenever the Work involves changes to or building of a building, Contractor will be required to obtain a Building Permit from Authority that has Jurisdiction (Town of Hamburg)
- B. Where required by Building Code, special inspections shall be performed by Contractor, unless otherwise specified in the technical specifications related to that activity. Refer to Section 01 45 33 Code-Required Special Inspections and Procedures.

1.7 OSHA REQUIREMENTS

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

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

15. Steel erection.

16. Underground construction, caissons, cofferdams, and compressed air.

17. Demolition.

18. Blasting and the use of explosives.

19. Electrical power transmission and distribution including, without limitation, medical services, enclosed spaces, PPE, portable ladders and platforms, power equipment, live-line tools, materials handling and storage, working near energized parts, de-energizing lines and equipment, grounding protection, testing, overhead lines, underground installations, and substations.

20. Rollover protective structures and overhead protection.

21. Stairways and ladders.

22. Toxic and hazardous substances.

23. Standard interpretations.

- B. Contractor must explicitly state how they will comply with OSHA's requirements. Refer to Section 01 35 28 Contractor's Health and Safety Plan.
- C. Contractor must identify confined spaces and comply with rules and regulations related to confined space entry.
- D. Contractor must provide safety data sheets for hazardous chemicals used in the Work.

1.8 ROAD PERMITS

- A. Work along and under roads shall be performed in compliance with work permits issued by the Agency of jurisdiction. Contractor shall secure and pay for all required permits. Contractor shall comply with, and bear all the costs associated with, requirements of the permit.
- B. Applications for work permits along roadways may differ from jurisdiction to jurisdiction, and from municipal level (state, county, or local), but permit applications will generally require:

- 1. Application form.

2. Application fee.
 3. Insurance certificates.
 4. Traffic control plan.
 5. Work Schedule.
 6. Contractor and Owner signatures.
- C. Agencies of jurisdiction may restrict hours or dates of the work.
- D. NYS Thruway - For work that crosses or encroaches on land owned by the NYS Thruway Authority, Contractor will be required to submit a Thruway Permit Application in association with that submitted by Owner. Thruway Permit Applications must include the following:
1. Completed application form with work schedule indicated.
 2. Required work permit fee, if required.
 3. Insurance documents that include:
 - a. Acord – Certificate of Liability Insurance with the NYS Thruway Authority as an additional insured and shown as the certificate holder.
 - b. Separate Worker's Compensation Form – One of the following forms: U-26.3, C 105.2 or GSI-105/SI-12.
 - c. Disability Insurance Form – One of the following DB-120.1, DB-155, or CE-200.
 - d. Drawing(s) that show the crossing or encroachment on NYS Thruway property.
 - e. Aerial photo or other map indication of the location of the Work.

1.9 UTILITIES

- A. Contractor shall comply with New York State General Business Law Section 764 Duties of Excavators and all requirements referenced within.
- B. Contractor shall contact UDig NY at udigny.org or 811 prior to any excavation. Contractor shall be responsible for obtaining any permits required for utility protection.

- C. Contract shall obtain necessary permits and requirements from the Erie County Water Authority or the municipality that owns the water system before using any hydrants.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

PERMIT CLOSE-OUT

- A. All applicable permit requirements must be completed prior to project closeout. Refer to Section 01 77 19 Closeout Requirements for specific information related
- B. Building Permit – Authority that has jurisdiction will issue a Certificate of Occupancy upon fulfillment of the terms of the permit. Contractor must submit results of special inspections, third party electrical certificate, emergency power report, emergency lighting report, and any other applicable. Refer to Section 01 45 33 Code-Required Special Inspections and Procedures for information on required special inspection certifications.

END OF SECTION

SECTION 01 41 28
STORMWATER POLLUTION PREVENTION

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes protections for preventing pollution of neighboring sites, stormwater systems, or adjacent natural resources due to construction activity.
- B. Related Sections:
 - 1. Section 01 41 05 – Regulatory Requirements

1.2 GENERAL

- A. Contractor shall provide and maintain containment for all compounds that could be transported into a stormwater system during a wet weather event. These compounds include, without limitation, fill, soil, stone, paints, coatings, and cleaning compounds.
- B. Contractor shall implement all necessary provisions to prevent pollution of stormwater collection or conveyance systems.
 - 1. During dry weather, stormwater collection grates shall be covered when Contractor is working in the area that drains to that grate, regardless of whether or not the Contractor is performing activities that disturb soil, unless a SWPPP has been written that states otherwise.
 - 2. Unless otherwise stated in a SWPPP, during wet weather events Contractor shall divert flow around possible sources of contamination. Stormwater collection grates shall be covered only when there is no other way to prevent soil, chemicals or other materials from be washed down during the wet weather event. Contractor shall then collect or otherwise treat or filter contaminated run-off.
 - 3. At the end of each work day, all drainage areas shall be cleaned, and any covered grates shall be uncovered, unless otherwise indicated in a SWPPP. Dust and soil transfer into stormwater systems shall be avoided. Refer to Section 01 41 27 Dust Control for information on minimizing dust transfer.
- C. Contractor shall implement all necessary provisions to prevent pollution of adjacent sites or natural resources, due to stormwater runoff.

2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 42 00 REFERENCES

1. PART 1 GENERAL

1.1 SUMMARY

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

1.2 DEFINITIONS

- A. Approve(d) – Approval action shall be limited to the duties and responsibilities of the party giving approval. Approvals shall be valid only if obtained in writing and shall not apply to that which is the responsibility of Contractor including, without limit, means, methods, techniques, and procedures of construction. Approval shall not relieve Contractor from any Contract requirements.
- B. Directed – This term shall be limited to the authority given by the Contract Documents for the purpose for which it is used. This term shall not be interpreted to extend to the responsibility of any other party or to Contractor's supervision of construction.
- C. Furnish – Supply and deliver to the Site.
- D. Install – Operations at the Site including, without limitations, unloading, storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- E. Provide – Furnish and install, complete and ready or intended use.
- F. Testing Agency – An independent entity engaged, through contract or other procurement, to perform specific inspections or tests, and to report on and interpret results of the inspections or tests, where applicable.

1.3 STANDARDS

- A. General – Contractor, or those under the control of Contractor, shall be familiar with the applicable aspects of the specified standard where it applies to the Work. Contractor, or those under the control of Contractor, must obtain reference standards from publishing sources for any standard with which Contractor is unfamiliar.
- B. Applicability - Unless the Contract Documents include more stringent requirements, applicable industry standards have the same force and effect as if

they were included in the Contract Documents to the extent referenced. Standards are made part of the Contract Documents by reference. It is Contractor's responsibility to prove compliance with referenced standards.

- C. Publication Dates – Unless otherwise indicated, compliance shall be with the most recent version of the referenced standard, at the date of the Contract.
- D. Conflicts – Where two or more standards are referenced, the most stringent requirement shall be enforced, should there be a conflict in the requirements, unless otherwise specified. If Contractor cannot determine which is more stringent, clarification from Engineer shall be requested.
- E. Minimum or Maximum – Where a minimum or maximum value is stated in a standard, compliance can be achieved if a minimum is equaled or exceeded or a numerical value is at or below a maximum. Where both are stated, compliance must be within both ranges.
- F. Compliance – When requested, Contractor shall furnish evidence satisfactory to Engineer or Owner that materials and methods are in accordance with standards. Such evidence may include the written standard, or applicable parts thereof.
- G. When no reference is made to a code, standard or specification, the Standard Specifications of the ASTM shall govern.

1.4 ACRONYMS

- A. Reference to a technical society, organization, or body may be made in the Specifications by acronyms according to the following list:
 - 1. AAMA - Architectural Aluminum Manufacturers Association
 - 2. AASHO - American Association of State Highway Officials
 - 3. ACI - American Concrete Institute
 - 4. AGA - American Gas Association
 - 5. AGMA - American Gear Manufacturers Association
 - 6. AISC - American Institute of Steel Construction
 - 7. AMCA - Air Moving and Conditioning Association, Inc.
 - 8. ANSI - American National Standards Institute, Inc.
 - 9. ASCE - American Society of Civil Engineers
 - 10. ASHRAE - American Society of Heating, Refrigerating and Air Conditioning Engineers
 - 11. ASTM - American Society of Testing Materials
 - 12. ASME - American Society of Mechanical Engineers
 - 13. AWWA - American Wood Preservers Association
 - 14. AWS - American Welding Society Code

15. AWWA - American Water Works Association
16. CIPRA - Cast Iron Pipe Research Association
17. CRSI - Concrete Reinforcing Steel Institute
18. ETL - Electrical Testing Laboratories, Inc.
19. Fed. Spec - Federal Specifications
20. FM - Factory Mutual Association
21. IEEE - Institute of Electrical & Electronic Engineers
22. JIC - Joint Industry Conference
23. NBS - National Bureau of Standards
24. NEMA - National Electrical Manufacturers Association
25. NFPA - National Fire Protection Association
26. NEC - National Electrical Code
27. OSHA - Occupational Safety & Health Administration
28. SMACCNA - Sheetmetal and Air Conditioning Contractors National Association
29. SSPC - Steel Structures Painting Council
30. UL - Underwriters' Laboratories, Inc.
31. USASI - United States of America Standard Institute

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

1.5 ABBREVIATIONS

- A. The following are commonly-used abbreviations. Abbreviations may be capitalized or lower case:

1. AC – alternating current or air conditioning
2. AMP – ampere
3. C – Celsius
4. CFM – cubic feet per minute
5. CM – centimeter
6. CY – cubic yard
7. DC – direct current
8. DEG – degrees
9. F – Fahrenheit
10. FPM – feet per minute
11. FPS – feet per second
12. FT –feet
13. GAL – gallons
14. GPM – gallons per minute
15. IN – inches
16. KIP – thousand pounds
17. KSI – thousand pounds per square inch

- 18. KSF – thousand pounds per square foot
- 19. KV – kilovolt
- 20. KVA – kilovolt amperes
- 21. KW – kilowatt
- 22. KWH – kilowatt-hour
- 23. LBF – pounds force
- 24. LF – lineal feet
- 25. M – meters
- 26. MPH – miles per hour
- 27. MM – millimeter
- 28. PCF – pounds per cubic foot
- 29. PSF – pounds per square foot
- 30. PSI – pounds per square inch
- 31. PSY – per square yard
- 32. SF – square foot
- 33. SY – square yard
- 34. V - volts

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 45 05 QUALITY CONTROL

PART 1 GENERAL

1.1 SUMMARY

A. This section includes standards for the Project related to quality and quality control.

B. Related Sections:

1. Section 01 25 13 – Product Substitution Procedures
2. Section 01 33 10 – Submittal Procedures
3. Section 01 42 00 – References
4. Section 01 45 29 – Testing Laboratory Services
5. Section 01 45 33 – Code-Required Special Inspections and Procedures
6. Section 01 61 00 – Common Product Requirements
7. Section 01 62 00 – Product Options

1.2 GENERAL

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

1.3 MATERIALS REQUIRING SAMPLES

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

- C. Where materials are submitted as part of a substitution, in accordance with Section 01 25 13 Product Substitution Procedures, samples or specimens shall be submitted to Engineer in accordance with Section 01 33 10 Submittal Procedures for review to ensure quality.
- D. Contractor shall furnish for review, so as to cause no delay in the Work for any Contract, all required samples. Engineer shall review such samples, with reasonable promptness, for quality standards.
- E. Materials supplied shall be in accordance with reviewed samples. All materials incorporated into the Work shall be equal in quality to the reviewed samples. Should any dispute arise as to the quality or fitness of workmanship, equipment, materials or articles, the decision shall rest with Engineer.
- F. Any material delivered to the Site, whether incorporated in the Work or not, which does not conform to the reviewed sample, will be rejected and shall be promptly removed from the Site and replaced by acceptable materials at Contractor's expense.

1.4 INSPECTION AND TESTING

- A. Owner is permitted to inspect and test materials, or require inspection or testing of proposed materials, for quality, in accordance Section 01 33 10 Submittal Procedures. The need for testing of materials shall be determined by Engineer.
 - 1. Laboratory testing shall be in accordance with Section 01 45 29 Testing Laboratory Services. The entire shipment represented by a given sample or samples may be rejected on the basis of the failure of samples to meet specified test requirements.
 - 2. Code required inspection and testing shall be in accordance with Section 01 45 33 Code-Required Special Inspections and Procedures.
- B. The selection of bureaus, laboratories, and/or agencies for such inspection and testing is subject to the approval of Engineer.
- C. Satisfactory documentary evidence that material has passed the required inspection and testing must be furnished to Engineer prior to its incorporation in the Work.
- D. Any material rejected following inspection or testing must be promptly removed from the Site, whether stored or installed in the work.
- E. The inspection and acceptance of materials and work at the mills, shops, or at any place where material or work is in course of preparation, to facilitate the progress

of the Work, shall not preclude rejection at the Site, if the material were found unsuitable.

1.5 STANDARD PRODUCTS

- A. All materials, equipment and accessories shall be new and unused and shall be essentially the standard product of a manufacturer regularly engaged in the production of such material or equipment. See Section 01 61 00 Common Product Requirements. Such items proposed under these conditions must meet all the technical requirements as stated in the Contract Documents.
- B. Any options supplied must meet quality standards and technical requirements as stated in the Contract Documents. See Section 01 62 00 Product Options.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 45 29
TESTING LABORATORY SERVICES

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements related to the use of testing laboratories to be used by Contractor to fulfill testing requirements in the Contract Documents.
- B. Related Sections:
 - 1. Section 01 45 33 – Code-Required Special Inspections and Procedures
 - 2. Section 01 77 19 – Closeout Requirements

1.2 ABBREVIATIONS

- A. DOT – Department of Transportation
- B. DPW – Department of Public Works
- C. NYS - New York State
- D. NYSDEC – New York State Department of Environmental Conservation

1.3 GENERAL

- A. Contractor shall furnish all tests as directed in the Contract Documents. Such tests shall be performed at Contractor's expense by a NYS Certified testing laboratory, approved by Engineer, prior to testing.
- B. Owner reserves the right to independently perform at its own expense, laboratory tests on random samples of material delivered to the Site. Field tests of materials on the job site will be made by Engineer at his discretion.
- C. If Contractor does not provide satisfactory proof that materials have passed the appropriate laboratory testing, field tests of materials may be required. Contractor shall provide such field testing, at his own expense, when ordered by Engineer. Contractor shall furnish materials and labor required for such field tests and the appropriate laboratory testing shall be performed.

1.4 BUILDING MATERIALS TESTING

- A. The Contract Documents describe specific tests to be performed by a testing laboratory. Contractor shall perform all required tests unless otherwise specified.
- B. Engineer, Owner and Building Inspector shall witness sampling events and

receive written documentation of all samples sent to a testing laboratory. If any party is not informed of the sampling event and, as a result, is not present to witness the sampling, additional sampling and testing may be required.

- C. All test reports shall be provided directly from the laboratory to Engineer, Owner and Building Inspector in an electronic format.
- D. All tests required by Building Code shall be performed by Contractor, unless otherwise specified in the technical specifications related to that activity. Refer to Section 01 45 33 Code-Required Special Inspections and Procedures.

1.5 CLOSEOUT

- A. Electronic copies of all testing reports must be received as soon as testing is complete. The Contract cannot be closed out if any reports are not submitted. Refer to Section 01 77 19 Closeout Requirements.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 45 33
CODE REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes references to federal, state and local codes, information on requirements included in codes and associated required special inspection, and storage tank removal procedures.
- B. Related Sections:
 - 1. Section 01 41 05 – Regulatory Requirements
 - 2. Section 01 41 29 – Testing Laboratory Services

1.2 ABBREVIATIONS

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

1.3 BCNYS REQUIREMENTS

- A. BCNYS includes portions of the requirements in IPC, IMC, NEC, NFPA and NFPA 101. These requirements are included by reference, as applicable, when referring to BCNYS.
- B. Erie County requires that all work conforms with BCNYS. This includes special inspections and procedures included in those guidance documents. These requirements will generally be listed in the required Building Permit Application

with the Authority Having Jurisdiction.

- C. Contractor shall be aware of the requirements in most current BCNYS and shall perform special inspections and procedures required by BCNYS, if directed by Engineer, at Contractor expense, regardless if such inspection is specifically stated in the Contract Documents or Building Permit.
- D. Contractor responsible for work included in the BCNYS code shall be responsible for providing the special inspection and procedures.

1.4 IECC REQUIREMENTS

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

1.5 REQUIRED SPECIAL INSPECTIONS

- A. A third-party electrical inspection shall be performed following electrical work. Electrical Contractor shall be required obtain such an inspection, at Contractor expense.
- B. A certification of compliance with all emergency power and lighting requirements shall be provided by Electrical Contractor following work in a County building. Electrical Contractor shall notify Engineer if additional work is necessary to meet requirements.
- C. Concrete, steel, masonry, backfill and other required testing shall be performed by a certified laboratory in accordance with Section 01 45 29 Testing Laboratory Services. Associated special inspections shall be performed in accordance with the Contract Documents and BCNYS.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 51 05
TEMPORARY UTILITIES (SHORT FORM)

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements for Contractor utilities during construction, requirements for Owner's operations during construction, where applicable, and restrictions on the use of Owner's utilities.

1.2 GENERAL

- A. The Contract Documents will state if Owner utilities are available for Contractor use. If not stated, Contractor shall assume that utilities necessary to perform the Work shall be provided by Contractor.
- B. Unless stated otherwise in the Contract Documents, where there is more than one Contractor it shall be the obligation and responsibility of each Contractor to provide and maintain temporary utilities necessary for operations under their own Contract, and to make all necessary arrangements therefore, including all required connections, meters, and fees and inspection charges.
- C. Removal of temporary facilities shall be by Contractor that installed or used it.
- D. If, in the opinion of Engineer, the facilities provided are inadequate, Contractor will not be permitted to proceed with any portion of the Work affected thereby until adequate facilities are installed.

1.3 USE OF OWNER UTILITIES

- A. Owner utilities may only be used when indicated by the Contract Documents or with written permission.
- B. Use of Owner utilities by Contractor for equipment or other items not involved in the Work is prohibited.
- C. Contractor shall monitor and minimize their use of Owner utilities.
- D. Contractor use of Owner utilities shall not interfere in any way with Owner's operations. Contractor shall not disconnect any Owner equipment or facilities without written permission.
- E. Where possible, Contractor shall use the heating and cooling already present at existing facilities for work that requires a minimum or maximum temperature for proper curing, drying or maintenance. Owner heating or cooling equipment usage

may only be increased, beyond current set points, when indicated by the Contract Documents or with written permission.

- F. Ventilation present at existing County facilities shall not be used in such a way that would damage the equipment or facilities or cause improper dispersion of harmful compounds.
- G. Contractor is responsible to determine if the Work in existing facilities requires ventilation in addition to any that may be present or provided by Owner.
- H. Available water in Owner facilities should be used in association with the Work. Whenever possible, plant or service water shall be used in lieu of potable water where it is available.

1.4 TEMPORARY ELECTRICITY AND LIGHTING

- A. The installation and meters for temporary electricity shall remain in place until completion of the Project, at which time they shall be removed.
- B. All wiring for electrical power shall be installed and maintained in conformance with the National Electrical Code (NEC), and accepted practices as ordered or approved, and at all points securely fastened in place. Unless otherwise approved, circuits for power and lighting shall be separate.
- C. Continuity of power to and lighting for Owner's facilities must be maintained at all times, unless otherwise indicated in the Contract Documents or approved in writing.
- D. Where stated in the Contract Documents, Contractor or Electrical Contractor, if more than one Contract is included in the Project, shall be required to supply temporary electrical power and lighting when the Work will cause power interruptions to critical operations.
- E. Any anticipated electrical power interruptions required by the Work, whether stated in the Contract Documents or not, shall be included in the Construction Schedule with anticipated length of outage. All outages must be approved in advance.
- F. When the Work performed by Contractor interrupts or causes loss of power to Owner's facilities, Contractor or Electrical Contractor, if more than one Contract is included in the Project, shall provide temporary power and lighting to Owner's facilities until power is restored.
- G. Temporary receptacles, fixtures, and controls shall be standard products, meeting UL standards.
- H. If an area will not be illuminated or if lighting is insufficient to ensure personal

safety, that area shall be roped off to prevent access.

- I. Power generators must meet all current emissions and regulatory standards, have sound attenuation or be placed in an area approved by Engineer and Owner, and be supplied with all the necessary fuel. Generators may only be operated with the Contractor present, unless otherwise indicated on the Contract Drawings or approved in writing.

1.5 TEMPORARY HEATING, COOLING AND VENTILATION

- A. Contractor shall provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of temperatures and humidity.
- B. Selected equipment shall not have a harmful effect on completed installations or elements being installed.
- C. For temporary use, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control. Unit shall be listed and labeled for type of fuel being consumed, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
- D. Provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
- E. Temporary ventilation shall be provided according to regulatory requirements or manufacturer's recommendations for equipment used during construction and chemical or material application. Where these requirements conflict, the more stringent shall apply.

1.6 TEMPORARY FIRE PROTECTION

- A. Install and maintain temporary fire protection facilities needed to protect against reasonably predictable and controllable fire losses in accordance with National Fire Protection Association 241.
- B. Prohibit smoking in hazardous fire-exposure areas.
- C. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to the most recent requirements. Have fire extinguishers on hand for these fire sources.

1.7 TEMPORARY WATER

- A. Contractor shall provide drinking water, sufficient to meet the needs of all workers under their control. Extra water shall be provided during hot weather.
- B. Temporary fixtures, hoses, and controls shall be standard products, meeting applicable UL and ASTM standards.
- C. Water service is necessary for certain Owner facilities and operations. Where indicated in the Contract Documents, Contractor shall maintain water to those areas and operations at all times, unless otherwise approved in writing.
- D. Contractor shall provide water for Owner facilities and operations when work being performed under their Contract will cause a loss of water, unless otherwise approved in writing.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 52 16
FIRST AID FACILITIES

PART 1 GENERAL

1.1 SUMMARY

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

1.2 GENERAL

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

PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 52 19
SANITARY FACILITIES

PART 1 GENERAL

1.1 SUMMARY

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

1.2 GENERAL

- A. Contractor shall provide a sanitary facility (toilet) in accordance with the minimum OSHA Safety and Health requirements. No bathroom facilities will be available for Contractor use from Owner.
- B. At a minimum, Contractor shall provide:
1. Toilet facilities with toilet paper.
 2. Water and cleanser or soap for washing.
 3. Antibacterial gel or liquid for sanitizing hands.
- C. Upon completion and acceptance of the Project, Contractor shall remove the facilities from the Site and, unless otherwise directed, shall restore all areas affected by installation to a condition equal to or better than that which existed before installation.

PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 55 10
VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations for access and parking at the Site for vehicles and other motorized equipment.
- B. Related Sections:
 - 1. Section 01 14 17 – Coordination with Owner’s Operations
 - 2. Section 01 14 19 – Use of Site
 - 3. Section 01 14 33 – Work in Rights-of-Way

1.2 GENERAL

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

1.3 ACCESS

- A. Contractor shall only access the Site at authorized locations. General access locations shall be determined prior to any work being performed at the Site. Written authorization shall be obtained for any other required access.
- B. All existing roads, streets, sidewalks, and traffic ways shall be kept open for the passage of traffic and pedestrians during the construction period unless otherwise approved by Owner, Engineer, or authority having jurisdiction over same.
- C. When required to cross, obstruct or temporarily close an existing site road, street, sidewalk or traffic way, Contractor shall provide and maintain suitable detours or other approved temporary expedients for the accommodation of traffic. Traffic shall be maintained over a reasonably smooth traveled way which shall be so

marked by signs, delineators and/or other methods so that any person unfamiliar with conditions is able to safely ride, drive or walk day or night with a minimum of discomfort and inconvenience. Closings shall be for the shortest time practical and passage will be restored immediately after the completion of the Work impeding access.

- D. In addition, Contractor shall provide and maintain such other warning signs and barricades in other areas as may be required for the safety of those employed in the Work or visiting the Site.
- E. Refer to Section 01 14 19 Use of Site for information on easements and other requirements related to site access.
- F. Owner may need to use access roads for ongoing operations while the Work is being performed. Refer to Section 01 14 17 – Coordination with Owner’s Operations for additional information.

1.4 PARKING

- A. Contractor parking shall only occur in authorized areas. Parking areas shall be determined prior to any work being performed at the Site.
- B. Contractor shall not park work or personal vehicles or equipment on private property unless writing authorization is obtained. Coordinate requirements related to private property adjacent to rights-of-way with Section 01 14 33 Work in Rights-of-Way.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

**SECTION 01 57 33
SECURITY**

PART 1 GENERAL

1.1 SUMMARY

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

B. Related Sections:

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

1.2 GENERAL

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

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

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

PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 61 00
COMMON PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements for products incorporated into the Work by Contractor.
- B. Related Sections:
 - 1. Section 01 25 13 – Product Substitution Procedures
 - 2. Section 01 33 10 – Submittal Procedures

1.2 GENERAL

- A. No materials or supplies for the Work shall be purchased by Contractor or by any Subcontractor subject to any chattel mortgage or under a conditional sale or other agreement by which an interest is retained by the seller. Contractor warrants that there is good title to all materials and supplies used in the Work.
- B. Each unit of equipment shall have the manufacturer's name or trademark on a corrosion-resistant nameplate securely affixed in a conspicuous place. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment. Such other information as the manufacturer may consider necessary to complete identification shall be shown on the nameplate.
- C. All materials or equipment delivered to the Site shall be accompanied by certificates, signed by an authorized officer of the manufacturing company, guaranteeing that the materials or equipment conform to specification requirements. Such certificates shall be immediately turned over to Engineer. Materials or equipment delivered to the Site without such certificates will be subject to rejection.
- D. Products shall be of commercial grade quality unless otherwise specified.
- E. Products shall not contain or produce materials that are known as hazardous, noxious, or harmful in nature. If design warrants such a product, hazards shall be fully disclosed when submitting a shop drawing for the product under Section 01 33 10 Submittal Procedures.
- F. Equipment, materials, and any related information shall be supplied in English units unless otherwise specified. Any data depicted on a nameplate or anything permanently affixed shall be in English units.

- G. Where specific products are not specified, provide standard products of types and kinds that are suitable for the intended purposes and that are usually and customarily used on similar projects under similar conditions. If standard products cannot be determined or if more than one standard product is available, Contractor shall verify use of any product with Engineer.

1.3 SOURCES OF MATERIALS

- A. Upon request, Contractor shall furnish Engineer, in writing, the names and addresses of manufacturers or dealers from whom Contractor intends to secure materials.
- B. Any material ordered or delivered at the Site without prior approval is subject to rejection. Awards made by Contractor and proceeding with work under any item without satisfactory review of the materials, manufacturer or vendor by Engineer is at Contractor's own risk.
- C. Engineer's satisfactory review, when given, will be only on the basis of the manufacturer's experience and similar considerations specified herein, and will in no way imply that the material or equipment submitted will be satisfactory unless full compliance with the Contract Documents is demonstrated to Engineer's satisfaction through the submittal process outlined in Section 01 33 10 Submittal Procedures.
- D. All products and materials used in the Work shall be new stock or procured for this Project; refurbished or salvaged materials shall not be permitted.
- E. To the fullest extent possible, provide products of the same kind from a single source. Products required to be supplied in quantity shall be the same product and interchangeable throughout the Work. When options are specified for the selection of any of two or more products, the product selected shall be compatible with products previously selected.

1.4 COMPATIBILITY

- A. All supplied equipment and materials shall be compatible. If specified materials are not compatible, Contractor will notify Engineer.
- B. If a Substitution is approved in accordance with Section 01 25 13 Product Substitution Procedures, all installation procedures, associated materials and equipment shall be provided to be compatible with the substitution. It is Contractor's responsibility to ensure compatibility.
- C. Contract Documents will indicate the basis of design. Dimensions and other physical characteristics may slightly vary depending on manufacturer submitted.

It is Contractors responsibility to identify the differences and adjust the Work accordingly or submit modifications for approval. Contractor shall be responsible for the cost of all modifications for equipment or materials that were not the basis of design, unless otherwise stated in the Contract Documents, the basis of design equipment or materials were not available, or their use was determined to be detrimental to the project by Engineer.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 62 00
PRODUCT OPTIONS

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes product option requirements for products incorporated into the Work by Contractor.
- B. Related Sections:
 - 1. Section 01 25 13 – Product Substitution Procedures
 - 2. Section 01 33 10 – Submittal Procedures
 - 3. Section 01 42 00 - References
 - 4. Section 01 61 00 – Common Product Requirements

1.2 GENERAL

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

1.3 PRODUCT SAMPLES

- A. Where Contract Documents require matching a sample, the decision by Engineer or Owner on whether a proposed product matches shall be final. Where no product visually matches, but the product complies with other requirements, comply with Section 01 25 13 Product Substitution Procedures for selection of a matching product in another category.
- B. Where Contract Documents require selection from manufacturer's standard colors, patterns or textures, selections of products will be made by indicated party or, if not indicated, by Engineer. Engineer will select color, pattern and texture from the product line of submitted manufacturer, if all other specified provisions are met.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 65 00
PRODUCT DELIVERY REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

A. This section includes considerations for the delivery of products related to the Work.

B. Related Sections:

1. Section 01 14 19 – Use of Site
2. Section 01 33 10 – Submittal Procedures
3. Section 01 66 00 – Product Storage and Handling Requirements
4. Section 01 78 45 – Spare Parts and Extra Materials

1.2 GENERAL

- A. Delivery of products shall be scheduled so that storage time on the Site will be minimized.
- B. Deliveries shall only occur during normal working hours unless otherwise approved in writing.
- C. Contractor must have personnel on the Site authorized to accept deliveries when deliveries occur. Owner or Engineer will not accept deliveries of products on behalf of Contractor unless prior written agreement has been obtained.
- D. Contractor contact information shall be provided to shipping company. Owner contact information shall not be used for shipping unless otherwise agreed to in writing.
- E. Locations of deliveries shall conform with Section 01 14 19 Use of Site and any other requirements listed in the Contract Documents.
- F. Products delivered to the Site must be handled and stored in accordance with Section 01 66 00 Product Storage and Handling Requirements.
- G. Contractor shall provide such vehicles, equipment or apparatus that is required to safely and securely, without damage, accept products from the delivery.
- H. Spare parts and extra materials must be delivered to the Site in accordance with Section 01 78 45 Spare Parts and Extra Materials.
- I. Deliveries shall be in conformance with applicable statutes, ordinances, regulations and rulings of proper public authority.

- J. Unnecessary materials or equipment shall not be delivered to the Site.
- K. Deliveries shall not block access in areas of egress of persons or vehicles.

1.3 INSPECTION

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 66 00
PRODUCT STORAGE AND HANDLING REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes considerations for the storage and handling of products related to the Work or Contractor's execution of the Work.
- B. Related Sections:
 - 1. Section 01 14 19 – Use of Site
 - 2. Section 01 57 33 – Security
 - 3. Section 01 65 00 – Product Delivery Requirements
 - 4. Section 01 77 23 – Post Final Inspection
 - 5. Section 01 78 45 – Spare Parts and Extra Materials

1.2 GENERAL

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

1.3 STORAGE

- A. Contractor shall store his equipment and materials at the Site in a manner

acceptable to Owner and Engineer, and in conformance with applicable statutes, ordinances, regulations and rulings of proper public authority. Contractor shall enforce the instructions of Owner and Engineer respecting signs, advertisements, fire and smoking.

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

1.4 HANDLING

- A. Contractor shall place upon the Work, or any part thereof, only such loads as are consistent with the safety of that portion of the Work.
- B. Contractor shall provide such vehicles, equipment or apparatus that is required to safely and securely, without damage, handle materials associated with the Work.
- C. Owner may have equipment or apparatus that can assist in the handling of products used in the Work. Owner equipment and apparatus cannot be used

without prior written consent. When Owner equipment or apparatus is used, Contractor must obtain written certification of the condition of such before and after use. Contractor is responsible to repair damage to Owner equipment or apparatus, and such repair must be completed by a certified repair specialist, as recommended by the manufacturer.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 71 23
FIELD ENGINEERING

PART 1 GENERAL

1.1 SUMMARY

A. This section includes requirements for survey and survey related activities performed in the course of the Work.

B. Related Sections:

1. Section 01 78 39 – Project Record Documents

1.2 GENERAL

A. Provide all survey work required for horizontal and vertical location of all Work in this Project.

B. Lay out and install all work to lines and grades in accordance with Contract Documents.

C. Location shall be staked from lines shown on the Contract Drawings. Mark the limits of the Site and obtain utility locations before beginning clearing or excavation.

D. Contractor shall be responsible for replacement and reestablishment of control stakes, monuments, and lines destroyed or disturbed by Contractor's activities.

E. Generally, grades shall match adjacent surfaces, and existing flow lines shall be maintained.

F. All required documents shall be submitted in accordance with Section 01 78 39 Record Documents.

1.3 SURVEY REQUIREMENTS

A. Construction Stakeout to be performed by Erie County DSM in coordination with contractor.

B. Basic horizontal and vertical control points for the Work will be established from existing structures.

C. Locate and protect control points prior to beginning the Work, and preserve all permanent reference points throughout the Work.

D. Establish lines and levels, locate, and lay out:

1. Site improvements.
 - a. Stakes for grading and fill placement.
 - b. Utility slopes and invert elevations.
2. Batter boards for structures.
3. Building foundations, column locations, and floor levels.
4. Controlling lines and levels required for mechanical and electrical Work.

1.4 SUPPORT AND BRACING

- A. Contractor shall provide all support and bracing systems necessary to complete the Work as indicated in the Contract Documents. Support and bracing shall not over stress any component of the Work or existing facilities.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

3.1 SURVEY

- A. Verify layouts as the Work proceeds to assure compliance with required lines, levels, and tolerances.
- B. Upon request, Contractor shall submit documentation to verify accuracy of field engineering work.

3.2 RECORDS

- A. Contractor shall maintain a complete and accurate log of all control and survey as the Work progresses. Construction survey notes shall be provided to Engineer upon completion of survey work.
- B. Upon completion of foundation walls and major site improvements, Contractor shall prepare a certified survey showing all dimensions, locations, angles, and elevations of construction, unless otherwise specified.
- C. Upon completion of the Project, Contractor must provide a certification, signed by licensed surveyor or other certifying authority, certifying that elevations and locations of improvements are in conformance or nonconformance with requirements of the Contract Documents.

END OF SECTION

SECTION 01 71 34
PROTECTION OF THE WORK AND PROPERTY

PART 1 GENERAL

1.1 SUMMARY

- A. This section includes requirements associated with protection of the Work, public property, private property, and Owner facilities and property.
- B. Related Sections:
 - 1. Section 01 14 17 – Coordination with Owner’s Operations
 - 2. Section 01 74 10 – Cleaning and Waste Management

1.2 GENERAL

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

1.3 SITE REQUIREMENTS

- A. In order to prevent damage, injury or loss, Contractor's actions shall include, but not be limited to, the following:
1. Coordinate work with Owner's operations in accordance with Section 01 14 17 Coordination with Owner's Operations.
 2. Place upon the Work or existing facilities only such loads as are consistent with the capacity of the components to bear those loads.
 3. Clean up frequently all refuse, rubbish, scrap materials, and debris caused by Contractor operations in accordance with Section 01 74 10 Cleaning and Waste Management.
- B. Contractor shall be responsible for closing, roping off, or otherwise controlling access to the work areas during construction to prevent damage to the Work and property.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 73 19 INSTALLATION

PART 1 GENERAL

1.1 SUMMARY

A. This section includes requirements regarding installation of components of the Work.

B. Related Sections:

1. Section 01 33 10 – Submittal Procedures

1.2 GENERAL

A. Contractor shall supply all necessary tools and machinery appropriate for installation of the Work. Owner tools, equipment, machinery or other facilities shall not be used unless otherwise specified or approved in writing.

B. Contractor shall have on-hand sufficient tools and machinery of ample capacity to facilitate the Work and to handle all emergencies normally encountered in work of this character. Contractor shall only use tools or machinery intended to perform the necessary task.

C. Contractor shall install components at the time and under conditions that will ensure the best possible results. Contractor shall maintain conditions required for product performance until acceptance of the Work.

D. Work components shall be installed at the locations and elevations shown on the Plans unless directed otherwise by Engineer. Contractor shall make vertical work plumb and horizontal work level, unless otherwise specified.

E. Where space is limited, Contractor shall orient work components to provide for maximum space to perform maintenance and for ease of removal of components.

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

1.3 EQUIPMENT INSTALLATION

A. All equipment shall be correctly aligned, leveled and adjusted for satisfactory operation and shall be installed so that proper and necessary corrections can be made readily between the various units.

B. Install all equipment strictly in accordance with the recommendations of the manufacturer's instructions. Contractor shall provide written installation instructions in accordance with Section 01 33 10 Submittal Procedures.

Contractor shall have such written instructions at the Site and shall refer to those instructions throughout installation.

- C. Contractor shall furnish, install and protect all necessary guides, track rails, bearing plates, anchor and attachment bolts and all other appurtenances needed for the installation of the devices included in the equipment specified. Anchor bolts shall be made of ample size and strength for the purpose intended. Anchor bolts in submerged locations shall be of non-corrosive materials of the required strength.
- D. Contractor shall furnish all oils and greases for initial operation, and shall give to Engineer a list of the lubricants used on each item of equipment. Where possible, all lubricants shall be obtained from one manufacturer, approved by Owner. Each item of equipment shall be tagged to show the date, name and type of lubricant used.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 74 10
CLEANING AND WASTE MANAGEMENT

PART 1 GENERAL

1.1 SUMMARY

A. This section includes requirements for progress cleaning, site management, construction waste management and disposal and final cleaning at the Site.

B. Related Sections:

1. Section 01 77 23 – Post Final Inspection

1.2 GENERAL

A. Contractor is responsible for progress cleaning, construction waste management and disposal, and final cleaning**, for their own Contract,** related to, without limitation:

1. Any area of the site where the Work is in progress or completed.
2. Facilities in use by Contractor, including Owner's facilities.
3. Areas of the site where those under the control of Contractor park, congregate or otherwise use the Site.
4. Areas of the Site used by Contractor for access.

B. During construction of the Work, Contractor shall remove material, debris and rubbish if directed by Engineer or Owner.

C. Contractor shall remove all surplus materials and temporary structures when no longer in use.

D. Off-site disposal of construction and demolition debris shall be handled in accordance with all applicable regulations. In no case shall such debris be disposed of in water bodies, flood plains or wetlands.

E. Contractor shall provide the appropriate containers for construction waste and those shall be the only containers used by Contractor, unless otherwise agreed to in writing. **Unless a written agreement exists between Contracts, each Contractor shall provide for their own waste disposal.**

1.3 FINAL CLEANING

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

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 77 19
CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

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

1.2 GENERAL

- A. Closeout of the Contract cannot occur until the respective Contractor complied with all requirements in accordance with Section 01 78 45 Spare Parts and Extra Materials.
- B. Closeout of the Contract cannot occur until the respective Contractor provided all submitted record documents in accordance with Section 01 78 39
- C. Closeout will only occur after Substantial Completion, as defined and according to procedures established in the General Conditions, and after all other components of the Contract has been completed.

1.3 PROJECT COMPLETION

- A. Upon completion of the Work, Engineer shall file a written Statement of Completion with Owner, and with Contractor, as to the entire amount of work performed and compensation earned by Contractor, including any extra work and excluding any work not performed or contingency allowances not used.
- B. Failure to complete the Work as described in the Contract Documents, as determine by Engineer, may be cause for adjustment in the Contract Price under the final Change Order.
- C. Contractor shall guarantee the Work, including parts, labor, materials and equipment, in accordance with GC Article 15.08 and as amended by the Supplementary Conditions.
- D. Owner, Engineer and Contractor shall each sign and date the Statement of Completion attesting that the Work has been completed satisfactory and the final

compensation amount is correct.

- E. The Work must be accepted on or before the Contract Times expire, as established in the Contract and with any approved extensions thereof. Any change in the Contract Times to be included in the final Change Order must be approved in writing before the Contract Times expire.
- F. When the Project has been completed in accordance with the Contract Documents, within the established time of completion, and has been accepted, final payment will be recommended in accordance with the procedures in GC Article 15.06, and as amended by the Supplementary Conditions.

1.4 CLOSE OUT DOCUMENTS

- A. Upon completion of the Work, Contractor shall be required to execute a Public Improvement Contract Certification for (PICC-2) certifying that the provisions of Section 220-a of the New York State Labor Law have been complied with and that all laborers, workers or mechanics employed by Contractor on this Project have been paid the applicable prevailing wage rates and supplements.
- B. Upon completion of the Work, all Subcontractors to Contractor shall be required to execute a Public Improvement Contract Certification form (PICC-1) certifying that the provisions of Section 220-a of the New York State Labor Law have been complied with and that all laborers, workers or mechanics employed by the Subcontractor for this Project have been paid the applicable prevailing wage rates and supplements.
- C. Contractor shall furnish to Owner duplicate copies of all weekly payroll certifications if paper copies are required or requested, otherwise electronic copies should be uploaded to LCP Tracker, including those of all Subcontractors, that were not previously submitted. Payrolls shall be submitted in accordance with the procedures in Section 01 29 76 Progress Payment Procedures.
- D. Contractor shall complete and submit all necessary Contract closeout certifications and affidavits as required by Owner to include, without limitation:
 - 1. Form of Affidavit
 - 2. Form of Guarantee
 - 3. Engineer's Certificate
 - 4. Prime Contractor Certificate (PICC-2)
 - 5. Subcontractor Certifications (PICC-1)

6. Final Change Order
 7. All required Equal Employment Opportunity (EEO) Reports
 8. All required EEO Certificates
 9. Weekly Payroll Certifications
- E. All documents must be completed and executed by Contractor prior to Contract close-out and release of final payment. Final payment will not be issued until all forms have been properly executed by Contractor and all their Subcontractors, as applicable.

1.5 FINAL PAYMENT

- A. In the final estimate, final measurements for unit prices will be determined based on Section 01 20 13 Lump Sum Measurement. All estimates including the final, will be made for actual quantities of work performed and materials in place as determined by the measurement of Engineer. Payment shall be as described in Section 01 22 16 Lump Sum Payment.
- B. The acceptance by Contractor of final payment shall be, and shall operate as, a release to Owner of all claims and all liability to Contractor for all things done or furnished in connection with the Work, and for each act and neglect of Owner and others relating to or arising out of the Work. No payment, however, final or otherwise, shall operate to release Contractor or his sureties from any obligations under this Contract, the Performance Bond or the Payment Bond.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 77 23
POST-FINAL INSPECTION

PART 1 GENERAL

1.1 SUMMARY

- A. This section describes requirements after the final inspection, performed in accordance with GC Article 15.05, in order to complete the Contract for final payment, in accordance with GC Article 15.06.

1.2 GENERAL

- A. Acceptance of the Work by Owner's representative during the Work, or Engineer during final inspection, shall not relieve Contractor from their obligation to complete all work included in the Contract.
- B. Following the final inspection, Contractor shall promptly remove from the premises all defective work, determined by Engineer in the final inspection as failing to conform to the Contract.
- C. Contractor shall bear the expense of correcting work damaged or destroyed by any worker under their control at any point during the Work, including damage due to removal of defective work and any damage after final inspection.
- D. Contractor shall promptly complete remaining work identified by Engineer in the final inspection, in accordance with the Contract.
 - 1. Owner's representative must be present to witness correction or completion of remaining work, unless otherwise approved in writing.
 - 2. Engineer will determine if remaining work has been completed in accordance with the Contract Documents.
 - 3. Final paperwork will not be issued until all Contract work is complete, as determined by Engineer.
- E. Contractor shall supply any remaining materials in accordance with Section 01 78 45 Spare Parts and Extra Materials or final payment will be delayed.
- F. Neither final inspection, nor issuance of the final certificate or payment, nor any acceptance of the Work, shall relieve Contractor of responsibility correcting any defective work associated with the Contract or supplying work not yet completed, in accordance with GC Article 15.08.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 SUMMARY

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

1.2 GENERAL

- A. Contractor shall maintain on site one set of contract drawings for the purpose of documenting “record” conditions. Store record drawings separate from documents used for construction. Record information concurrent with construction progress and make available for periodic examination by the Engineer. Ensure that entries are complete and accurate, enabling future reference by the Owner.
- B. It shall be the responsibility of Contractor to legibly mark in red all field changes and conditions as they may occur. A complete file of record field sketches, diagrams and other changes as may become necessary during the progress of work, shall also be maintained and attached to the record drawings.
- C. At completion of the work, the marked up “record” drawings plus all record field sketches and diagrams shall be submitted to the Engineer for his review according to Section 01 33 10 Submittal Procedures. Record documents will be used establishing a basis for final payment.
- D. Record documents are required for Project closeout. Refer to Section 01 77 19 Closeout Requirements.

1.3 CHANGES TO RECORD

- A. Examples of type of changes which could occur and information that is to be recorded, without limitation, are:
 - 1. Change in alignment, slopes, distances, and inverts of sewer pipes.
 - 2. Final location of manholes including final rim and invert elevations.
 - 3. Measured location and elevations of underground utilities and/or relocated

utilities installed or encountered during the course of work.

4. Change in location, elevation, dimensions, modifications, additions to structures.
5. Changes in mechanical trades components (electrical, heating, ventilating, plumbing, instrumentation) and measured location of all utilities or trade components concealed from view with references to visible and accessible feature of the structure.
6. Final location and manufacturer information of all equipment.
7. Change in materials, such as pipe material and equipment.
8. Final wiring diagrams of all control panels, electrical panels and equipment panels including conduit sizes and wiring.
9. Final wiring diagrams of all instrumentation including conduit sizes and wiring.
10. Changes in all site improvements including topographical contours of finished grades and paved surfaces, final elevations and locations of all chambers and utilities visible in project area, paving limits, etc.
11. All other items deemed important to provide on record drawings.

1.4 FORMAT

- A. Electronic record information shall be AutoCAD format or PDF files readable by the most recent version of Adobe software. Any scanned documents shall be readable while minimizing file size.
- B. Paper copies of the record documents shall be supplied in one package. A listing of all record documents shall be provided with the documents.
- C. Owner will use Contractor record documents to create the documents for the Project. Final payment cannot occur until Contractor record documents have been reviewed.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

SECTION 03 10 00
CONCRETE FORMWORK

PART I – GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, tools, materials, equipment and incidentals required to complete all necessary formwork for this project.

1.02 RELATED WORK

- A. Refer to Section 03 20 00 – Concrete Reinforcement
- B. Refer to Section 03 30 00 – Cast-in-Place Concrete
- C. Refer to Section 03 31 00 – Concrete – General

1.03 DESCRIPTION OF WORK

A. The extent of formwork is indicated by the concrete structures shown on the Drawings.

B. The work includes providing formwork and shoring for cast-in-place concrete, and installation into formwork of items furnished by others, such as anchor bolts, setting plates, bearing plates, anchorages, inserts, sleeves, frames, nosing and other items to be embedded in concrete (but including reinforcing steel).

1.04 QUALITY ASSURANCE

A. The installer must examine the substrate and the conditions under which concrete formwork is to be performed, and notify the Contractor in writing of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

1.05 CODES AND STANDARDS

A. Unless otherwise shown or specified, design, construct, erect, maintain, and remove forms and related structures for cast-in-place concrete work in compliance with the American Concrete Institute Standard ACI 347, “Recommended Practice for Concrete Formwork”.

1.06 ALLOWABLE TOLERANCES

A. Construct formwork to provide completed concrete surfaces complying with the tolerances specified in ACI 347, Section 2.4, after removal of forms and prior to patching and finishing of cast-in-place formed surfaces.

B. Check formwork during concrete placement to ensure forms, shores, falsework, ties and other features have not been unduly disturbed by concrete placement methods or equipment. The surveyor shall report in writing to the Engineer any deviations from the allowable tolerances, with a copy of the report to the Contractor.

1.07 SUBMITTALS

A. Manufacturer's Data – Concrete Formwork

1. For information only, submit two (2) copies of manufacturer's specifications and installation instructions for proprietary materials and items as required, including form coatings, manufactured form systems, ties and accessories.

PART II – PRODUCTS

2.01 FORM MATERIALS

A. Form for Exposed Finish Concrete

1. Unless otherwise shown or specified, construct formwork for exposed concrete surfaces with plastic-face plywood, metal, metal-frames, or other panel type materials acceptable to the Engineer, to provide continuous, straight, smooth exposed surfaces. Furnish in largest practicable sizes to minimize number of joints and to conform to joint system shown on Drawings. Provide form material with sufficient thickness to withstand pressure of newly placed concrete without flow or deflection.

2. Plywood forms complying with U.S. Product Standards PS-1, "B-B (Concrete form) Plywood" Class I, Exterior Grade or better, mill-oiled and edge-sealed, with each piece bearing the legible trademark of an approved inspection agency.

B. Forms for Unexposed Finish Concrete

Form concrete surfaces which will be unexposed in the finished structure with plastic-face plywood, metal or other acceptable material. Provide lumber that is dressed on at least two edges and one side for tight fit.

2.02 DESIGN OF FORMWORK

A. Design, erect, support, brace and maintain formwork so that it will safely support vertical and lateral loads that might be applied, until such loads can be supported by the concrete structure. Carry vertical and lateral loads to ground by formwork system and in-place construction that has attained adequate strength for that purpose. Construct formwork so that concrete members and structures are of correct size, shape, alignment, elevation and position.

SECTION 03100 – 2.02

B. Design forms and falsework to include assumed values of live load, dead load, weight of moving equipment operated on formwork, concrete mix, height of concrete drop, vibrator frequency, ambient temperature, foundation pressures, stresses, lateral stability, and other factors pertinent to safety of structure during construction.

C. Provide shores and struts with positive means of adjustment capable of taking up formwork settlement during concrete placing operations using wedges or jacks or a combination thereof. Provide trussed supports when adequate foundations for shores and struts cannot be secured.

D. Support form facing materials by structural members spaced sufficiently close to prevent deflection. Fit forms placed in successive units for continuous surfaces to accurate alignment, free from irregularities and within allowable tolerances. Provide camber in formwork as required for anticipated deflections due to weight and pressures of fresh concrete and construction loads for long span members without intermediate supports.

E. Provide temporary openings in wall forms, column forms and at other locations necessary to permit inspection and clean out.

F. Design formwork to be readily removed without impact, shock or damage to cast-in-place concrete surfaces and adjacent materials.

G. Provide formwork sufficiently tight to prevent leakage of cement paste during concrete placement. Solidly butt joints and provide backup material at joints as required to prevent leakage and fins.

H. Side forms of footings may be omitted and concrete placed directly against excavation only when requested by Contractor and accepted by Engineer. When omission of forms is accepted, provide additional concrete required beyond the minimum design profiles and dimensions of the footings as detailed.

PART III – EXECUTION

3.01 FORM CONSTRUCTION

A. General

1. Construct forms complying with ACI 347, to the exact sizes, shapes, lines and dimensions shown, and as required to obtain accurate alignment, location, grades, level and plumb work in finished structures. Provide for openings, offsets, sinkages, keyways, recesses, moldings, rustications, reglets, chamfers, blocking, screeds, bulkheads, anchorages and inserts and other features required. Use selected materials to obtain required finishes.

SECTION 03100 – 3.01

2. Fabricate forms for easy removal without hammering or prying against concrete surfaces. Provide crush plates or wrecking plates where stripping may damage cast concrete surfaces. Provide top forms for inclined surfaces where the slope is too steep to place concrete with bottom forms only. Kerf wood inserts for forming keyways, reglets, recesses and the like, to prevent swelling and assure ease of removal.

3. Provide temporary openings where interior area of formwork is inaccessible for cleanout, for inspection before concrete placement, and for placement of concrete. Brace temporary openings and set tightly to forms to prevent loss of concrete mortar. Locate temporary openings on forms in as inconspicuous a location as possible, consistent with project requirements.

4. Form intersecting planes to provide true, clean-cut corners, with edge grain of plywood not exposed as form for concrete.

5. Provide openings in forms to accommodate other work, including mechanical and electrical work. Accurately place and securely support items required to be built into the forms.

3.02 FALSEWORK

A. Erect falsework and support, brace and maintain it to safely support vertical, lateral and asymmetrical loads applied until such loads can be supported by in-place concrete structures. Construct falsework so that adjustments can be made for take-up and settlement.

B. Provide wedges, jacks or camber strips to facilitate vertical adjustments. Carefully inspect falsework and formwork during and after concrete placement operations to determine abnormal deflection or signs of failure; make necessary adjustments to produce work of required dimensions.

3.03 FORMS FOR EXPOSED CONCRETE

- A. Drill forms to suit ties used and to prevent leakage of concrete mortar around tie holes. Do not splinter forms by driving ties through improperly prepared holes.
- B. Do not use metal cover plates for patching holes or defects in forms.
- C. Provide sharp, clean corners at intersecting planes, without visible edges or offsets. Back joints with extra studs or grits to maintain true, square intersections.
- D. Use extra studs, walers and bracing as required to prevent bowing of forms between studs and to avoid bowed appearance in concrete. Do not use narrow strips of form material which will produce bow.
- E. Assemble forms so they may be readily removed without damage to exposed concrete surfaces.
- F. Form molding shapes, recesses and projections with smooth-finish materials, and install in forms with sealed joints to prevent displacement.

3.04 FORM TIES

- A. Provide factory-fabricated, adjustable-length, removable or snap-off metal form ties, designed to prevent form deflection, and to prevent spalling concrete surfaces upon removal. In addition, for walls subjected to a hydrostatic pressure, provide neoprene water stop form ties.
- B. Unless otherwise shown, provide ties so that portion remaining within concrete after removal of exterior parts is at least 1 ½" from the outer concrete surface. Unless otherwise shown, provide form ties which will not leave a hole larger than 1" diameter in the concrete surface.
- C. Form ties fabricated on the project site and wire ties are not acceptable.

3.05 CORNER TREATMENT

- A. Form exposed corners of walls, beams and columns to produce square, smooth, solid, unbroken lines, except as otherwise shown. "Exposed" concrete is defined as concrete exposed to view in the finished structure, whether painted or unpainted.
- B. Form chamfers with ¾" x ¾" strips, unless otherwise shown, accurately formed and surfaced to produce uniformly straight lines and tight edge joints. Extend terminal edges to required limit and miter chamfer strips at changes in direction.

- C. Unexposed corners may be formed either square or chamfered.

3.06 CONTROL JOINTS

- A. Locate where shown or directed.

3.07 PROVISION FOR OTHER TRADES

A. Provide openings in concrete for work to accommodate work of other trades, including those under separate prime contracts (if any). Size and location of openings, recesses and chases are the responsibility of the trade requiring such items. Accurately place and securely support items to be built into forms.

3.08 CLEANOUTS, CLEANING AND TIGHTENING

A. Provide temporary openings in forms as required to facilitate cleaning and inspection. Thoroughly clean forms and adjacent surfaces to receive concrete. Remove chips, woods, sawdust, dirt or other debris just before concrete is to be placed. Retighten forms immediately after concrete placement as required to eliminate mortar leaks.

3.09 FORM COATINGS

A. Coat form contact surfaces with form-coating compound before reinforcement is placed. Provide commercial formulation form-coating compounds that will not bond with, stain, nor adversely affect concrete surfaces, and will not impair subsequent treatment of concrete surfaces requiring bond or adhesion, nor impede the wetting of surfaces to be cured with water or curing compounds. Do not allow excess form coating material to accumulate in the forms or to come into contact with surfaces against which fresh concrete will be placed. Apply in compliance with manufacturer's instructions.

B. Coat steel forms with a non-staining, rust-preventative form oil or otherwise protect against rusting. Rust-stained steel formwork is not acceptable.

3.10 INSTALLATION OF EMBEDDED ITEMS

A. General

1. Set and build into the work anchorage devices and other embedded items required for other work that is attached to, or supported by, cast-in-place concrete. Use setting drawings, diagrams, instructions and directions provided by suppliers of the items to be attached thereto.

3.11 EDGE FORMS AND SCREED STRIPS FOR SLABS

A. Set edge forms or bulkheads and intermediate screed strips for slabs to obtain required elevations and contours in the finished slab surface. Provide and secure units to support types of screeds required.

3.13 REMOVAL OF FORMS

A. General

Forms shall be removed and concrete temperature maintained in accordance with A.C.I. 301 (latest) Chapter 12.

B. Forms shall not be removed until the concrete has attained the strength to support its own weight and any construction live loads. Under no circumstances shall forms be stripped before concrete is aged 48 hours (walls, columns, and beam faces) and 7 days (slab and beam soffits).

3.14 RE-USE OF FORMS

A. Clean and repair surfaces of forms to be re-used in the work. Split, frayed, delaminated or otherwise damaged form facing material will not be acceptable. Apply new forms coating compound material to concrete contact surfaces as specified for new formwork.

B. When forms are extended for successive concrete placement, thoroughly clean surfaces, remove fins and laitance, and tighten forms to close all joints. Align and secure joints to avoid offsets. Do not use “patched” forms for exposed concrete surfaces except as acceptable to the Engineer.

END OF SECTION

SECTION 03 20 00
CONCRETE REINFORCEMENT

PART I – GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, tools, materials, equipment and incidentals required to provide the required reinforcement as shown on the Plans and specified herein.

1.02 RELATED WORK

- A. Refer to Section 03 10 00 – Concrete Formwork
- B. Refer to Section 03 30 00 – Cast-in-Place Concrete
- C. Refer to Section 03 31 00 – Concrete – General

1.03 DESCRIPTION OF WORK

A. The extent of concrete reinforcement is shown on the Drawings and in schedules.

B. The work includes fabrication and placement of reinforcement for cast-in-place concrete, including bars, welded wire fabric, ties and supports.

1.04 QUALITY ASSURANCE

A. The installer must examine the substrate and the conditions under which concrete reinforcement is to be performed, and notify the Contractor in writing of unsatisfactory conditions. Do not proceed with the work until unsatisfactory conditions have been corrected in a manner acceptable to the installer.

B. Codes and Standards

1. Comply with requirements of the following codes and standards, except as herein modified:

- a. American Concrete Institute, ACI 315-“Manual of Standard Practice for Detailing Reinforced Concrete Structures”.
- b. American Concrete Institute, ACI 318-“Building Code Requirements for Reinforced Concrete”.
- c. Concrete Reinforcing Steel Institute – “Manual of Standard Practice”.

1.05 SUBMITTALS

A. Manufacturer's Data – Concrete Reinforcement

1. For information only, submit two (2) copies of manufacturer's specifications and installation instructions for all proprietary materials and reinforcement accessories. Submit two (2) certified copies of mill reports covering the chemical and physical properties of each type of steel used.

B. Shop Drawings – Concrete Reinforcement

1. The Contractor shall make complete sets of shop drawings as specified in the General Contract Conditions. Comply with ACI 315 "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (for concrete beam rebar cover refer to drawings), show bar schedules, stirrup spacing, diagrams of bent bars, arrangements and assemblies, as required for the fabrication and placement of concrete reinforcement. Include special reinforcement required at openings through concrete structures.

2. Complete detailed shop drawings and schedules shall be submitted by the Contractor for review by the Engineer

1.06 PRODUCT DELIVERY, HANDLING AND STORAGE

A. Deliver reinforcement to the project site bundled, tagged and marked. Use metal tags indicating bar size, lengths, and other information corresponding to markings shown on placement diagrams.

B. Store concrete reinforcement materials at the site to prevent damage and accumulation of dirt or excessive rust.

PART II – PRODUCTS

2.01 MATERIALS

A. Reinforcing Bars: ASTM A615, and as follows:

1. Provide Grade 60 for Bar Nos. 3 to 18, except as otherwise indicated.

B. Steel Wire: ASTM A82

C. Welded Wire Fabric: ASTM A185

D. Supports for Reinforcement

1. Bolsters, chairs, spacers and other devices for spacing, supporting and fastening reinforcement in place, use wire bar type supports complying with PS7-66, unless otherwise indicated. Do not use wood, brick and other unacceptable materials.
2. For slabs on grade, use supports with sand plates or horizontal runners where wetted base materials will not support chair legs.
3. For exposed-to-view concrete surfaces, where legs of supports are in contact with forms, provide Class “D” stainless steel protected bar supports.

2.02 FABRICATION

A. General

1. Shop fabricate reinforcing bars to conform to required shapes and dimensions, with fabrication tolerances complying with ACEI 315. In case of fabricating errors, do not re-bend or straighten reinforcement in a manner that will injure or weaken the material. Field bending is not acceptable.

B. Unacceptable Materials

1. Reinforcement with any of the following defects will not be permitted in the work:
 - a. Bar lengths, depths, and bends exceeding specified fabrication tolerances.
 - b. Bends or kinks not indicated on Drawings or final shop drawings.
 - c. Bars with reduced cross-section due to excessive rusting or other cause.

PART III – EXECUTION

3.01 INSTALLATION

A. Comply with the specified codes and standards, and Concrete Reinforcing Steel Institute recommended practice for “Placing Reinforcing Bars”, for details and methods of reinforcement placement and supports, and as herein specified.

B. Clean reinforcement to remove loose rust and mill scale, earth, ice and other materials which reduce or destroy bond with concrete.

C. Position, support and secure reinforcement against displacement by formwork, construction, or concrete placement operations. Locate and support reinforcing by metal chairs, runners, bolsters, spacers and hangers, as required. Steel reinforcing may not be heat bent.

D. Place reinforcement to obtain minimum coverages for concrete protection. Arrange space and securely tie bars and bar supports together with 16 gauge wire to hold reinforcement accurately in position during concrete placement operations. Set wire ties so that ends are directed away from exposed concrete surfaces.

E. Install welded wire fabric in as long lengths as practicable. Lap adjoining pieces at least one full mesh and lace splices with 16 gauge wire. Do not make end laps midway between supporting beams, or directly over beams of continuous structures. Offset end laps in adjacent widths to prevent continuous laps. All welded wire fabric shall be supported.

F. Provide sufficient numbers of supports and of strength to carry reinforcement. Do not place reinforcing bars more than 2” beyond the last leg of any continuous bar support. Do not use supports as bases for runways for concrete conveying equipment and similar construction loads.

3.02 SPLICES

Provide standard reinforcement splices unless indicated otherwise on the Drawings by lapping ends, placing bars in contact, and tightly wire tying. Comply with requirements of AC1 318 for minimum lap of spliced bars. No welded splices and/or ties will be accepted.

END OF SECTION

SECTION 03 31 00
CONCRETE GENERAL

PART I – GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall furnish all labor, tools, materials, equipment and incidentals required to provide concrete where specified for this project.

1.02 RELATED WORK

- A. Refer to Section 03 10 00 – Concrete Formwork
- B. Refer to Section 03 20 00 – Concrete Reinforcement
- C. Refer to Section 03 30 00 – Cast-in-Place Concrete

1.03 DESCRIPTION OF SYSTEM

A. This section establishes general criteria for materials, mixes and evaluations of concrete as required for other related sections of these Specifications.

1.04 QUALITY ASSURANCE

A. Codes and Standards

1. Comply with the provisions of the following codes, specifications and standards, except as otherwise shown or specified.

- a. ACI 301 – “Specifications for Structural Concrete for Buildings”
- b. ACI 304 – “Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete”
- c. ACI 305 – “Recommended Practice for Hot Weather Concreting”
- d. ACI 306 – “Recommended Practice for Cold Weather Concreting”
- e. ACI 308 – “Recommended Practice for Curing Concrete”
- f. ACI 311 – “Recommended Practice for Concrete Inspection”
- g. ACI 318 – “Building Code Requirements for Reinforced Concrete”

2. Where provisions of the above codes and standards are in conflict with the Uniform Building Code and New York State in force for this project, the building code shall govern.

B. Concrete Testing Service

1. The Contractor shall employ, at his own expense, a testing laboratory experienced in design and testing of concrete materials and mixes to perform material evaluation tests and to design concrete mixes acceptable by AHJ (Town of Hamburg) having building permit.

3. The Contractor shall employ, at his own expense, a separate testing laboratory acceptable to the Engineer to perform other quality control testing and to submit test reports to the Engineer. The testing laboratory shall be responsible for conducting and interpreting the tests, and shall state in each report whether or not the test specimens comply to the specified requirements, and shall indicate any deviations therefrom.

C. Materials and installed work may require testing and retesting, as directed by the Engineer, at any time during the progress of the work. Allow free access to material stockpiles and facilities at all times. Tests, not specifically indicated to be done at the Owner's expense, including the retesting of rejected materials and installed work, shall be done at the Contractor's expense.

1.05 TESTS FOR CONCRETE MATERIALS

A. For normal weight concrete, test aggregates by the methods of sampling and testing of ASTM C 33.

B. For Portland cement, conform to ASTM C 150.

C. Submit written reports to the Engineer for each material sampled and tested, prior to the start of work. Provide the project identification name and number, date of report, name of contractor, name of concrete testing service, source of concrete aggregates, material manufacturer and brand name for manufactured materials, values specified in the referenced specification for each material, and test results, indicate whether or not material is acceptable for intended use.

1.06 QUALITY CONTROL TESTING DURING CONSTRUCTION

A. Concrete shall be sampled and tested for quality control during the placement of concrete, as follows:

1. Sampling fresh concrete: ASTM C 172, except modified for slump to comply with ASTM C 94.
2. Slump: ASTM C 143; one test for each concrete load at point of discharge; and one for each set of compressive strength test specimens.
3. Air content: ASTM C 231, pressure method; one for each set of compressive strength test specimens.

B. Compression Test Specimens

1. ASTM C31; one set of four (4) standard cylinders for each compressive strength test, unless otherwise directed. Mold and store cylinders for laboratory cured test specimens except when field-cured test specimens are required.

C. Concrete Temperature

1. Test hourly when air temperature is 40 degrees F. and below, and when 80 degrees F. and above; and each time a set of compression test specimens made.

D. Compressive Strength Tests

1. ASTM C 39; one set for each truck load of concrete or fraction thereof, of each concrete class placed in any one day; one specimen tested at 7 days, two specimens tested at 28 days, and one specimen retained in reserve for later testing if required.
2. When the total quantity of a given class of concrete is less than 10 cubic yards, the strength tests may be waived by the Engineer if, in his judgment, adequate evidence of satisfactory strength is provided.
3. When the strength of field-cured cylinders is less than 85% of companion laboratory-cured cylinders, evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.

E. Testing Reports

1. Report test results in writing to the Engineer and the Contractor on the same day that tests are made. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of contractor, name of

concrete supplier and truck number, name of concrete testing service, concrete type and class, location of concrete batch in the structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both 7-day and 28-day tests, air content, actual slump and concrete temperature.

F. Core Tests

1. The testing service shall take core samples of in-place concrete when test results are such that there is reasonable doubt that the specified concrete strengths and other characteristics have not been attained in the structure, as directed by the Engineer. The testing service shall conduct tests to determine the strength and other characteristics of the in-place concrete by compression tests on cored cylinders complying with ASTM C 42, or by load testing specified in ACI 318, or others as directed. The Contractor shall pay for such tests conducted and any other additional testing as maybe required. Petrographic studies or cores shall be performed as directed by the Engineer. This work shall be paid for by the Contractor.

1.07 WORKMANSHIP

A. Concrete work which does not conform to the specified requirements, including strength, tolerances and finishes, shall be corrected as directed by the Engineer at the Contractor's expense, without extension of time therefore. The Contractor shall also be responsible for the cost of corrections to any other work affected by or resulting from corrections to the concrete work.

B. Structures designed and intended to resist water or liquid pressure shall be made watertight by the Contractor to conform with the following requirements. When the structures are loaded with sewage or other liquids, any cracks or leaks shall be repaired. If the structure does not stop leaking to the satisfaction of the Engineer, the Contractor shall repair or replace, at his own expense, such part of the work as may be necessary to secure the desired results.

1.08 SUBMITTALS

A. Manufacturer's Data, Concrete – General

1. For information only, submit two copies of manufacturer's specifications with application and installation instructions for proprietary materials and items, including admixtures, bonding agents, waterstops, joint systems, dry shake finish materials and non-shrink grout.

B. Samples, Concrete – General

1. Submit samples of materials as specified and as otherwise may be requested by the Engineer, including names, sources and descriptions as required.

C. Laboratory Test Reports, Concrete – General

1. Submit two copies of laboratory test reports for concrete materials and mix design tests. The Engineer's review will be for general information only. Production of concrete to comply with specified requirements is the Contractor's responsibility.

PART II – PRODUCTS

2.01 CONCRETE MATERIALS

A. Portland Cement: ASTM C 150, as follows:

- 1a. Provide Type I cement for use in general concrete construction where low heat of hydration is not required and where no sulfate action is anticipated.
- 1b. Provide Type II cement for use in general concrete construction subjected or adjacent to sewage, sludge, effluent, etc.
- 1c. Provide Type III cement for use when high early strength is required for replacement of public pavements and commercial driveways.
2. Use only one brand of cement for each required type throughout the project, unless otherwise accepted by the Engineer.
3. A pozzolan material shall NOT be used.

B. Aggregates, Normal Weight Concrete: ASTM C 33, and as herein specified.

1. Final Aggregate

- a. Clean, sharp, natural sand free from loan, clay, lumps or other deleterious substances.
- b. Dune sand, bank run sand and manufactured sand are not acceptable.

2. Coarse Aggregate: Clean, uncoated, processed aggregate containing no clay, mud, loan, or foreign matter, as follows:

- a. Crushed limestone processed from natural rock or stone.

b. Maximum aggregate size – not larger than one-fifth of the narrowest dimension between sides of forms, one-third of the depth of slabs, nor three-fourths of the minimum clear spacing between individual reinforcing bars or bundles or bars.

c. These limitations may be waived if, in the judgment of the Engineer, workability and methods of consolidation are such that concrete can be placed without honeycomb or void.

3. Supply of Aggregates

a. Provide aggregates from one source of supply to ensure uniformity in color, size and shape.

b. Do not use aggregates containing soluble salts or other substances such as iron sulphides, pyrite, marcasite or ochre which can cause stains on exposed concrete surfaces.

C. Water

1. Clean, fresh, free from oil, acid, organic matter or other deleterious substances.

2.02 CONCRETE ADMIXTURES

A. Provide admixtures produced by acceptable manufacturers and use in compliance with the manufacturer's printed directions. Do not use admixtures which have not been incorporated and tested in the accepted mixes, unless otherwise authorized in writing by the Engineer.

B. Air-Entraining Admixture: ASTM C 260 shall be used in all concrete to attain the specified air entrainment.

1. Products offered by manufactures to comply with the requirements for air-entraining admixture include the following:

- a. Darex AEA; Dewey and Almy Chemical Div. of W.R. Grace
- b. Sika AER; Sika Chemical Corp.
- c. MB-VR; Master Builder's Co.
- d. Or equal

C. Water-Reducing Admixture: ASTM C 494 shall be used in all concrete. When approved by the Engineer, retarding or acceleration formulations of the same product may be used.

1. Products offered by manufacturers to comply with the requirements for water-reducing admixture include the following:

- a. Plastiment by Sika Chemical Corp.
- b. SRDA: Dewey and Almy Chemical Div. Of W.R. Grace
- c. Pozzolith; Master Builder's Co.
- d. Or equal

D. Calcium Chloride: Do not use calcium chloride in concrete, unless otherwise authorized in writing by the Engineer.

2.03 PROPORTIONING AND DESIGN OF MIXES

A. Prepare design mixes for each type of concrete. Use an independent testing facility acceptable to the Engineer for preparing and reporting proposed mix designs. The testing facility shall not be the same as used for field quality control testing.

B. Proportion mixes by laboratory trial batch method, using materials to be employed on the project for each class of concrete required, complying with ACI 211.1 for normal weight and report to the Engineer for the following data:

1. Complete identification of aggregate source of supply.
2. Tests of aggregates for compliance with specified requirements.
3. Scale weight of each aggregate.
4. Brand, type of cement.
5. Brand, type and amount of each admixture.
6. Amounts of water used in trial mixes.
7. Proportions of each material per cubic yard.
8. Gross weight and yield per cubic yard of trial mixtures.
9. Measured slump.
10. Measured air content.
11. Theoretical yield.
12. Mix temperature.
13. Water-cement ratio.

Compressive strength developed at 7 days and 28 days, from not less than 3 test cylinders cast for the 7 and 28 day test, and for each design mix.

C. Reports

1. Submit written reports to the Engineer of each proposed mix for each class of concrete at least 15 days prior to start of work. Do not begin concrete production until mixes have been reviewed by the Engineer.

D. Laboratory Trial Batches

1. When laboratory trial batches are used to select concrete proportions, prepare test specimens in accordance with ASTM C 192 and conduct strength tests in accordance with ASTM C 39, as specified in ACI 301.

2. Establish a curve showing relationship between water-cement ratio (or cement content) and compressive strength, with at least 3 points representing batches which produce strengths above and below that required. Use not less than 2 specimens tested at 28-days, or an earlier age when acceptable to the Engineer, to establish each point on the curve. Proportions shall be taken from the cure at a point 1200 psi above the design strength.

E. Adjustable to Concrete Mixes

1. Mix design (w/c ratio) adjustments may be requested by the Contractor when characteristics of materials, job conditions, weather, test results, or other circumstances warrant, at no additional cost to the Owner and as accepted by the Engineer. Laboratory test data for revised mix designs and strength results must be submitted to and accepted by the Engineer before using in the work.

2.04 ADMIXTURES

A. Use air-entraining admixtures in all concrete, unless otherwise shown or specified. Add air-entraining admixture at the manufacturer's prescribed rate to result in concrete at the point of placement having air content within the following limits:

1. Concrete structures and slabs exposed to freezing and thawing or subjected to hydraulic pressure (air content as determined in accordance with ASTM C 231 or C 173):

- a. 5 ± 1 percent for coarse aggregate size No. 467
- b. 6 ± 1 percent for coarse aggregate size No. 57 or 67

B. Use water-reducing admixtures in all concrete in strict compliance with the manufacturer's directions. Admixtures to increase cement dispersion, or provide increased workability for low-slump concrete, may be used at the Contractor's option subject to the Engineer's acceptance.

1. Use amounts of admixtures as recommended by the manufacturer for climatic conditions prevailing at the time of placing. Adjust quantities of admixtures as required to maintain quality control.

C. Slump Limits (as determined in accordance with ASTM C 143):

1. 1 inch maximum
2. 3 inch maximum for footings, caissons, substructure walls
3. 4 inch maximum for slabs, beams, reinforced walls, columns

2.05 CONCRETE STRENGTH

A. There shall be two classes of concrete, 4000 psi at 28 days with maximum water-cement ratio of 0.45 and 2000 psi at 28 days with maximum water-cement ratio of 0.75.

B. The 2000 psi concrete is intended principally for pipe cradle and encasement or for backfill of unauthorized excavation. All other concrete, including all thrust blocks, shall be 4000 psi.

C. Minimum cement content:

<u>Coarse Aggregate No.</u>	<u>Lb. Per Cu. Yd.</u>
467 (1 ½ inch maximum)	517
57 (1 inch maximum)	564
67 (¾ inch maximum)	564

PART III – EXECUTION

3.01 CONCRETE EVALUATIONS

A. Evaluation of Quality Control Tests

1. The concrete quality control testing as specified in Part I will be evaluated by the following criteria:

- a. Do not use concrete delivered to the final point of placement which has slump or total air content outside the specified values.

B. Compressive strength tests for laboratory-cured cylinders will be considered satisfactory if the average of each set of two consecutive compressive strength tests results equal or exceed the 28-day design compressive strength of the type or class of concrete; and, no individual strength test falls below the required compressive strength by more than 500 psi.

1. Strength tests of specimens cured under field conditions may be required by the Engineer to check the adequacy of curing and protecting of the concrete placed.

Mold these specimens at the same time and from the same samples as the laboratory cured specimens, as directed by the Engineer.

2. Provide improved means and procedures for protecting concrete when the 28-day compressive strength of field-cured cylinders is less than 85% of companion laboratory-cured cylinders.

3. When laboratory-cured cylinder strengths are appreciably higher than the minimum required compressive strength, field-cured cylinder strengths need not exceed the minimum required compressive strength by more than 500 psi even though the 85% criterion is not met.

4. If individual tests of laboratory-cured specimens produce strengths more than 500 psi below the required minimum compressive strength, or if tests of field-cured cylinders indicate deficiencies in protection and curing, provide additional measures to assure that the load-bearing capacity of the structure is not jeopardized. If the likelihood of low-strength concrete is confirmed and computations indicate the load-bearing capacity may have been significantly reduced, tests of cores drilled from the area in question may be required.

5. If the compressive strength tests fail to meet the minimum requirements specified, the concrete represented by such tests will be considered deficient in strength and subject to additional testing as herein specified.

C. Formed Concrete Dimensional Tolerances

1. Formed concrete having any dimension smaller or greater than required, and outside the specified tolerance limits, will be considered deficient in strength and subject to additional testing as herein specified.

2. Formed concrete having any dimension greater than required will be rejected if the appearance or function of the structure is adversely affected, or if the larger dimensions interfere with other construction. Repair, or remove and replace rejected concrete as required to meet the construction conditions. When permitted, accomplish the removal of excessive material in a manner to maintain the strength of the section without affecting function and appearance.

D. Strength of Concrete Structures

1. The strength of the concrete structure in-place will be considered potentially deficient if it fails to comply with any of the requirements which control the strength of structure, including the following conditions:

a. Failure to meet compressive strength test requirements.

- b. Concrete which differs from the required dimensions or location in such a manner to reduce strength
- c. Concrete subjected to damaging mechanical disturbances; particularly load stresses, heavy shock, and excessive vibration.
- d. Poor workmanship and quality control likely to result in deficient strength.

E. Testing Concrete Structure for Strength

1. When there is evidence that the strength of the concrete structure in-place does not meeting specification requirements, the concrete testing service shall take cores drilled from hardened concrete for compressive strength determination, complying with ASTM C 42 and as follows:

- a. Take at least three representative cores from each member or area of suspect strength, from locations directed by the Engineer.
- b. Test cores in a saturated-surface-dry condition per ACI 318 if the concrete will be wet during the use of the completed structure.
- c. Test cores in an air-dry condition per ACI 318 if the concrete will be dry at all times during use of the completed structure.

2. Strength of concrete for each series of cores will be considered satisfactory if their average compressive strength is at least 90% and no single core is less than 75% of the 28-day required compressive strength.

3. Report test results in writing to the Engineer on the same day that tests are made. Include in test reports that project identification name and number, date, name of Contractor, name of concrete testing service, location of test core in the structure, type or class of concrete represented by core sample, nominal maximum size aggregate, design compressive strength, compression breaking strength and type of break (corrected for length-diameter ratio), direction of applied load to core with respect to horizontal plane of the concrete as placed, and the moisture condition of the core at time of testing.

4. Fill core holes solid with non-shrink mortar, and finish to match adjacent concrete surfaces.

5. Conduct static load test and evaluations complying with ACI 318 if the results of the core tests are unsatisfactory, or if core tests are impracticable to obtain, as directed by the Engineer.

6. Correct all concrete work that is found structurally inadequate by core tests or by results of static load tests, as directed by the Engineer.

END OF SECTION

SECTION 13 34 18
PRE-ENGINEERED POST FRAME STRUCTURE

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes
 - 1. Engineered wood-framed structures consisting of the following components
 - a. Factory-engineered – wall columns
 - b. Factory-engineered roof truss.
 - c. Factory-engineered metal (roof) and (walls)
 - d. Prefinished metal trims items
 - e. Prefinished ridge vents and soffits
- B. The installation of the foundation and anchor bolts are not included in this section.

1.2 RELATED WORK

- A. Concrete Formwork: Section 03 10 00.
- B. Concrete Reinforcement: Section 03 20 00.
- C. Cast-In-Place Concrete: Section 03 30 00.
- D. Clearing and Grubbing: Section 31 11 00

1.3 REFERENCES

- A. Reference Standards:
 - 1. Preservative Treated Lumber
 - a. American Wood Preservers Association (AWPA)
 - 2. Lumber grading rules and wood species
 - a. National Design Specifications for wood construction, current edition.
 - b. Northeastern Lumber Manufacturere’s Association, Inc. (NEMLMA)
 - c. Sothern Pine Inspection Bureau (SPIB): Southern Pine
 - d. West Coast Lumber Inspection Bureau (WCLIB): Doug Fir
 - e. Western Wood Products Association (WWPA): Douglas Fir and Ponderosa Pine.

3. MSR Lumber Producers Council (MSR) for machine stress rated lumber
4. National Design Specifications for Wood Construction
5. National Design Standard for Metal Plate Connected Wood Truss Construction (TPI).

1.4 DESIGN REQUIREMENTS

- A. Designed in accordance with 2025 Building code of New York State.
See drawings for design requirements

1.5 SUBMITTALS

- A. Shop Drawings: Drawings shall show specific application to this Project. Submit all required drawings stamped by licensed engineer or architect as required by code enforcement and building permit in one submission, except as noted.
 1. Erection Drawings: Manufacturer's complete erection drawings. Indicate manufacturer's identification marking for the components.
 2. Structural Drawings:
 - a. Manufacturer's drawings showing anchoring details for the sill members, door jambs, and other miscellaneous items requiring connections to the concrete foundation.
 - b. Manufacturer's details for any proposed wall wind bracing system.
 - c. Anchor bolt plan showing the location of all required connections indicating the loads transferred to the foundation for governing load combinations. Holes provided for Anchor bolts are to be per manufacturer recommendation.

Note: Manufacturer's standard sheets showing loads or details for a multiple range of building spans, heights, and loadings will not be accepted.

- B. Product Data: Manufacturer's catalog sheets, specifications and installation instructions for the following:
1. Building frame.
 2. Roofing panels.
 3. Exterior wall panels.
 4. Interior liner panels.
 5. Doors.
 6. Trim, exterior and interior.
 10. Flashings.
 11. Insulation.
 12. Sealants and gaskets.
 13. The manufacturer shall submit a letter stating that the materials used for construction do not contain any Hazardous Materials as defined by New York State.
- D. Quality Control Submittals:
1. Design Calculations: Manufacturer shall submit a cover letter stating that they have received a set of the Contract Drawings and Specifications and that the design calculations are based on the requirements of the Contract Drawings and Specifications. This cover letter and all drawing submittals shall be stamped by a New York State Licensed Professional Engineer.
- E. Contract Closeout Submittals:
1. Warranties:
 - a. Roofing Panels: Building manufacturer's 50 year warranty on structural framework, roofing panels and related trim and flashing against rupture, structural failure, failed adhesion or connection, or perforation due to atmospheric corrosion.
 - b. Exterior Wall Panels: Metal building manufacturer's 35 year warranty for factory applied color finish on exterior surfaces of exterior wall panels and related trim against blistering, peeling, cracking, flaking, checking, chipping, color change exceeding 5 N.B.S. units (per ASTM D-2244), and chalking exceeding a rating of 8 (per ASTM D-659).

1.6 QUALITY ASSURANCE

- A. **Manufacturer's Qualifications:** The manufacturer of the pre-engineered building shall be regularly engaged in the design and fabrication of pre-engineered, pre-fabricated buildings, shall have furnished such buildings for five similar projects that have been in use for not less than five years, and shall be subject to the approval of the Owner. The building manufacturer shall be capable of furnishing compatible auxiliary building components and accessories shown or specified.
 - 1. If requested, furnish to the Owner the names and addresses of five similar projects where the manufacturer's building has been in use for five years.
- B. **Installer's Qualifications:** The person supervising the installation of the work of this Section shall be experienced in pre-engineered
- C. **building work,** and shall have been regularly employed by a company engaged in the erection and installation of such buildings for a minimum of three years.
 - 1. If requested, furnish to the Director the names and addresses of three similar projects for which the supervisor has supervised the erection and installation of pre-engineered metal buildings.
- D. **Regulatory Requirements:**
 - 1. **Code:** Comply with the applicable provisions of the 2025 New York State Fire Code and 2025 New York State Building Code including the relevant sections of the International Building Code.
 - 2. **Fire Rating:** Comply with the applicable specifications and details of Underwriters Laboratories, Inc.
 - 3. **Building Grounding:** Comply with National Electrical Code.
- E. **Inspection:** Quality assurance inspections may be made by the County. If quality assurance inspection is made by the County, it shall not relieve the fabricator or erector of responsibility for their own quality control program.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver building components, to the Site in unopened cartons, crates, or other protective containers bearing the manufacturer's labels. Do not allow water or snow to accumulate on top of the containers unless covered with a weather proof tarp.
- B. Components shall have manufacturer's identification marking corresponding to the marking shown on the erection drawings.

- C. Keep materials dry while in storage.
- D. Handle materials by a method which will prevent damage to components, including finishes.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Basic Materials: Except as otherwise specified or indicated on the Drawings, building components and assemblies shall be fabricated from the following applicable materials as required to produce units conforming to the design and types of fabrications required for the building.
 - 1. Wood
 - a. Laminated columns: Factory-Fabricated from minimum 3 ply 2 inch by 6 inch No.1 or better southern yellow pine,
 - 1) Columns to 20 Feet Lengths : Full-length (unspliced) nail laminated plys. Provide middle ply with short truss support block
 - 2) Columns over 20 Feet Lengths: Spliced Laminated plies per approved shop drawings and manufacture's design.
 - 3) Preservative Treatment: Treat portions of columns designed to be in contact with ground to net retention of 0.60 pounds per cubic foot of CCA per AWPA U1 requirements
 - 2. Wood Trusses
 - a. Lumber
 - 1) Top and Bottoms Chords: No. 1 or better Southern Yellow Pine or comparable Spruce-pine-fir
 - 2) Webs: No. 2 or better Southern yellow pine or Spruce-pine-fir.
 - 3) Metal Connector Plates: Fabricated from ASTM A653; Structural Steel (SS), high strength low-alloy steel Type A (HSLAS Type A); G60 Hot-dip galvanizing coating designation. Plate thickness: 0.036 inch and 0.0556 inch thick
 - 3. Baseboards
 - a. 2 inch by 8 inch No.2 or better Southern yellow pine
 - 1) Preservative treatment: Treat baseboards for ground contact conditions. Per AWPA U1
 - 4. Wall Girts – 2 inch by 6 inch girts, No. 1 or better Southern yellow pine

5. Purlins and Truss Ties: 2 inch by 4 inch laid on edge, MSR SPF 1650
 - a. Purlins may be installed over top chord of truss, flat, or in purling hangers. Where purlins and truss ties set in hangers, provide 2 inch by 6 inch load in edge, MSR SPR 1650 or NO. 1 or better Southern yellow pine
6. Headers: Provide built up No.1 or better Southern Yellow pine headers as required to meet loading designs
7. Incidental framing: No. 2 or better 2 inch by 4 inch
8. Framing around opening
 - a. Provide 2 inch by 6 inch/2inch by 4 inch No.2 around doors and overhead sectional door openings.
9. Prefinished Materials: Factory formed metal panels, roll formed in manufacture's facility, designed to be field assembled by lapping side edges of adjacent panels and mechanically attaching panels to supports using exposed fasteners in side laps. Include accessories required for weather tight installation.
 - a. Metal Panels
 - 1) Color: Selected from manufacturer standard colors.
 - 2) Panel Coverage:36 inches
 - 3) Panel Height: $\frac{3}{4}$ inch
 - b. Metal Trim: Match material and color of metal panels. Provide trim for corners, ridge lines, rakes, eaves and panel bases
 - 1) Lengths- Minimum 10 feet
 - 2) Trim, overhang facias, available in building panel colors
 - 3) Overhead Sectional Door and Door entrance: Fabricated from 1 piece up to 10 feet in length.
 - c. Soffits
 - 1) Steel, Vented per drawing. Color to match roof
 - d. Ridge Vent (Continuous) – Manufacturer's standard pre-engineered ridge cap.

- B. Assembly and Installation Accessories: Building manufacturer's standard reinforcements, extensions, clips, brackets, miscellaneous fasteners and anchoring devices, spacers, furring strips, closures, flashings, expansion joints, thermal breaks, adhesives, and other components needed for a complete, permanently weatherproof installation. Materials shall be non-deteriorating, corrosion resistant, and compatible with adjoining materials.
- C. Connections: Fasteners shall be of size and in quantities to securely and permanently join building components, and shall be complete with necessary hardware and accessories as required for the application. Connections shall allow for expansion and contraction in accordance with the approved design. Screw bolts and rivets shall have metal-backed sealing washers. Except as otherwise indicated, provide the following fastener types for the following locations:
1. Roofing Panels to Structural Members: Screw bolts or rivets.
 2. Wall Panels to Structural Members: Screw bolts or standard bolted connection.
 3. Wall Panels to Wall Panels: Screw bolts, sheet metal screws or rivets.
 4. Interior Liner Panels to Supports: Cadmium plated steel fasteners of required type for secure attachment.
 5. Trim: Same fasteners as adjacent panels.
- D. Sealants, Gaskets and Closures:
1. Tape Sealant: Flat shaped, elastomeric, non-hardening, ribbon sealant; type recommended by building manufacturer for the particular use and conditions of application.

2. Tube or Pumpable Sealant: Polybutenebutyl or acrylic terpolymer base sealant, or other type sealant recommended by building manufacturer for the particular use and conditions of application.
 3. Gaskets: Rubber, building manufacture's standard shapes.
 4. Closures: Closed cell foam or rubber material, formed to match panel profiles, sized to provide weathertightness.
- E. Galvanizing: Complying with the following requirements except where otherwise specified.
1. Formed Sheet Steel: ASTM A653, coating designation G-90.
 2. Assembled Steel Products: ASTM A123.
 3. Iron and Steel Hardware: ASTM A153.
 4. Products Fabricated From Rolled, Pressed and Forged Steel Shapes, Plates, Bars and Strip: ASTM A123.
- F. Color Finish: Factory applied color finish system on exposed surfaces of steel components specified to receive color finish, complying with the following requirements:
1. Surface Preparation: Galvanized steel shall be given a chemical conversion treatment conforming to Federal Government Specification MIL-C-490A, Type 1, Grade 1.
 2. Coating: After conversion treatment, metal shall be precision coated with thermosetting polymerized enamel to a dry film of one mil, plus or minus 0.2 mil, over the entire material width prior to forming of panels.
 3. Finish Pigmentation: Inorganic pigments selected for maximum durability and resistance to fading, except do not use aluminum pigment.
 4. Finish Gloss: Evenly maintained over the entire surface at 30, plus or minus 5 units, as measured on a 60 degrees Gardner photovolt meter for appearance, balance, reflectivity and durability.
 5. Colors: As selected by the Owner from building manufacturer's standard colors.
 - a. It is anticipated that (1) one different color will be required in addition to the roof color.

2.2 ACCEPTABLE MANUFACTURES

- A. The acceptable manufacturers are:
 - 1. Morton Buildings
5616 US 20A, Warsaw, NY 14569
1-585-786-8191
Mortonbuildings.com
 - 2. Approved Equal
- B. The manufacturer shall be present in at least one project meeting prior to installation in order to comment on project intent and recommend possible options to simplify construction.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verification of Conditions: Examine surfaces to receive the metal building for defects that will adversely affect the execution and quality of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 PREPARATION

- A. Protect factory applied finishes from damage during erection.
- B. Clean surfaces to receive the work of this Section.
- C. Isolation: Isolate aluminum in contact with cementitious materials and dissimilar metals, except compatible metals. Separate the materials by applying a heavy coat of bituminous paint or 10 mil self-adhesive polyethylene tape on the contact surfaces. Use gasketed fasteners where needed to eliminate the possibility of corrosive or electrolytic action between metals.

3.3 ERECTION AND INSTALLATION

- A. General: Erect and install the metal building and appurtenances in accordance with the manufacturer's printed instructions except as otherwise specified or required by the Reference Standards. Install the work of this Section so the structure is secure and weathertight, and exposed materials are free of visible dents, scratches, tool marks, cuts, and

other imperfections. Install building systems free of rattles, wind whistles, and noise due to thermal movement.

B. Framing Erection:

1. Provide temporary bracing to securely hold members in proper position until permanent bracing is fastened in place.
2. Erect primary and secondary structural members in their designed positions, and fasten each securely in place.
 - a. Prepare, place, and cure shrink-resistant grout in accordance with grout manufacturer's printed instructions.
3. Do not field cut or alter structural members without approval of the Director.
4. After erection, touch-up welded and abraded surfaces, bare spots, and field bolts with shop primer paint.
 - a. For galvanized items, first repair galvanized coating with a 2 mil thick coating of cold galvanizing compound applied in accordance with compound manufacturer's instructions.

C. Roofing System:

1. Assemble and anchor panels in place, in straight alignment, with provision for necessary thermal and structural movement. Locate panel end laps over supports. Lap panel ends minimum 6 inches. Fasten panels to each structural support.
2. Seal longitudinal joints and transverse end laps.
3. Flash and seal roof covering at ridges, hips, rakes, eaves, and junctions with all related building components and accessories so that the roof is watertight.

D. Roof Insulation: Install insulation as panels are installed, with tight butt joints, and with vapor barrier toward building interior. Install insulation blocks, supports, and other accessories as required for a complete insulation system. Seal each joint in the vapor barrier with joint tape or adhesive.

E. Wall System:

1. Assemble and anchor panels in place, aligned and plumb, with provision for necessary thermal and structural movement. Use panels of one-piece length from sill to roof line with no horizontal joints, except where panels are interrupted by auxiliary building components such as windows. Fasten panels to each structural support.
2. Seal longitudinal joints with sealant.
3. Flash and seal wall covering at sill, roof lines, and junctions with all related building components and accessories so that the walls are watertight.

- F. Wall Insulation: Install insulation with tight butt joints, and with vapor barrier toward building interior. Install supports and other accessories as required for a complete insulation system. Seal each joint in the vapor barrier with joint tape or adhesive.
- G. Interior Panels: Install panels after insulation installation has been inspected and approved. Place panels in straight alignment and fasten to each structural support. Install trim with close fitting joints.
- H. Related Building Components: Install related components in their designed locations, fitted with required accessories. Securely fasten items to structural supports. Adjust and lubricate operative units for smooth and easy operation. Seal components watertight at junctions with wall and roof systems.
- I. Tolerances: Conform to tolerances set forth in MBMA Code of Standard Practice, except as follows:
 - 1. Alignment and fit-up of welded joints shall conform to the “Structural Welding Code - Steel” (AWS D1.1).

3.4 ADJUSTING

- A. Restore minor visual damage to factory applied finishes in a manner to match the appearance and performance of the original finish, or remove the damaged parts and replace them with undamaged parts.

3.5 CLEANING

- A. Remove strippable protective coatings after completion of work liable to damage the finish. Comply with manufacturer’s recommendations for coating removal.
- B. Clean exposed exterior and interior surfaces of exterior wall panels. Remove any residue from strippable coatings. Comply with panel manufacturer’s printed recommendations for cleaning.
 - 1. Clean exposed surface of interior liner panels.

END OF SECTION

SECTION 20 05 01
GENERAL PROVISIONS FOR PLUMBING SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes

1. Natural Gas equipment coordination and installation
2. Common natural gas installation requirements
3. Coordinate installation with Utility Service

B. Related Requirements

1. Section 01 11 13 Work Covered by Contract Documents
2. Section 01 14 17 Coordination with Owners Operations
3. Section 01 25 13 Product Substitution Procedures
4. Section 01 33 10 Submittal Procedures

1.2 REFERENCES

A. Abbreviations and Acronyms

1. NFPA 54 – National Fuel Gas Code
2. ATSM A53 – Steel Pipe, Black and Hot dipped Zinc Coated
3. ATSM D2513 – Gas Line Polyethylene Tubing
4. MSS SP-58 – Pipe Hangers and Supports
5. Local Codes and authority having jurisdiction requirements

B. Regulatory Requirements

1. Building Code of New York State 2025 (BCNYS)
2. Plumbing Code of New York State 2025 (PCNYS)

1.3 SUBMITTALS

A. Product Data

1. The contractor shall submit for review by the Engineer a complete schedule and data of materials and equipment to be incorporated in the work. Submittals shall be supported by descriptive material, such as catalogs, cuts, diagrams.
 - Natural gas pipe and fittings
 - Valves, unions and shut off devices
 - Pipe hangers, supports, anchors and restraints
 - Natural Gas heating equipment

B. Shop Drawings

1. Manufacture qualifications
2. Drawings: Include drawings showing layout of supply lines, valves, hangers with material dimensions and clearance
3. Installation Instructions: Submit Manufacture's Installation Instructions and note any differences with specifications herein.
4. Manufacture's Operation and maintenance Manuals
5. Preconstruction and construction progress photos.

1.4 QAULITY OF ASSURANCE

A. Installer Qualifications

1. Work Shall be performed by a licensed contractor with a minimum of five (5) years documented experience in projects similar scope and complexity
2. Contractor shall be properly licensed and certified as required by the Authority Having Jurisdiction (AHJ)

B. Manufacturer Qualifications

1. Equipment manufacturers shall be regularly engaged in production of equipment of the specified type, with a minimum of five (5) years of experience.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Provide a dry, weather tight space for storing materials, Store packaged materials in original undamaged condition with manufacturer's labels and seals intact. Handle and store material in accordance with standards to prevent damage. Equipment and materials shall not be installed until such time as the environmental conditions of the job site are suitable. Replace damaged materials.

1.6 FIELD CONDITIONS

A. Existing Conditions

1. Prior to beginning work, inspect and test all existing plumbing systems that will be affected by the work in this contract. Provide report to Owner indicating any problems or defects found. If no problems or system defects are submitted, the contractor shall be responsible for correction problems found at the completion of the project that are determined to be caused by the work of this contract.
2. Inspect the entire work area for defects in the existing construction such as scratches, holes etc. Submit a complete list and photographs of existing damage to the owner prior to beginning of work. If existing damage is not documented the contractor shall repair all damage to like new conditions, that is determined to have been caused by the work of this contract

PART 2 PRODUCTS

2.1 MATERIALS

- A. All materials, unless otherwise specified, shall be new and be the standard products of the manufacturer. Used equipment or damaged materials will be rejected.
- B. Components shall be suitable for fuel gas distribution and rated for system pressure.
- C. Unless otherwise noted, all gas pipes shall be schedule 40 black pip with threaded fittings. All work and material must conform to PCNYS and permit requirements of AHJ.

2.2 MANUFACTURERS

A. PIPE, TUBE, FITTINGS, VALVES, SUPPORTS

Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. SOUTHLAND
2. UNITED PIPE AND STEEL
3. WHEATLAND TUBE COMPANY
4. VIEGA
5. PROLINE
6. PLUMBFLEX

PART 3 EXECUTION

3.1 COORDINATION

- A. Coordinate ordering and installation of all equipment with long lead times or having major impact on work by other trades so as not to delay the job or impact the construction schedule. Pay close attention to equipment that must be installed prior to building enclosure.
- B. Coordinate the installation of required supporting devices and sleeved to be set in poured in place concrete or other structural components, as they are constructed.

3.2 INSTALLTION REQUIREMENTS

- A. Install plumbing systems in accordance with
 1. Approved contract documents
 2. Manufacturer installation instructions
 3. Applicable plumbing codes
- A. Install piping plumb, level, and properly supported
- B. Provide adequate clearance for operation, maintenance and replacement.

3.3 CUTTING AND PATCHING

- A. Contractor shall be responsible for cutting and patching required to complete plumbing work, restoring surfaces to original condition.
- B. Coordinate repairs with General Contractor

3.4 CLEANING AND PROTECTION

- A. Remove debris, surplus materials, and tools daily.
- B. Protect installed piping, fixtures and equipment from damage.
- C. Cap open pipe ends during construction to prevent contamination.

END OF SECTION

SECTION 26 05 00
GENERAL PROVISIONS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

A. This section includes

1. Electrical equipment coordination and installation.
2. Common electrical installation requirements.

B. Related Requirements:

1. Section 01 11 13 Work Covered by Contract Documents
2. Section 01 14 17 Coordination with Owners Operations
3. Section 01 25 13 Product Substitution Procedures
4. Section 01 33 10 Submittal Procedures

1.2 REFERENCES

A. Abbreviations and Acronyms

1. NFPA – National Fire Protection Association

B. Regulatory Requirements: Comply with the following:

1. NFPA 70, National Electric Code 2026 (NEC)
2. Building Code of New York State 2025 (BCNYS)
3. Underwriter Laboratories (UL) 467

1.3 SUBMITTALS

A. Product Data:

1. The contractor shall submit for review by the Engineer a complete schedule and data of materials and equipment to be incorporated in the work.
Submittals shall be supported by descriptive material, such as manufacturer catalogs, cut sheets, diagrams, and compliance certifications. Inclusive of:
 - Panels
 - Breakers
 - Surge Protection
 - Conduit and Raceways
 - Wire
 - Grounding & Bonding
 - Junction Boxes

- Wiring Devices
- Receptacles
- Switches
- Light Fixtures
- Garage Door Opener

B. Shop drawings:

1. Manufacturer's qualifications.
2. Drawings: Include drawings showing layout of switch(s), ports, devices, and panel locations with material dimensions locations, and clearances.
3. Installation Instructions: Submit Manufacturer's Installation Instructions and note any differences with specifications herein.
4. Manufacturer's Operation and Maintenance Manuals.
5. Preconstruction and construction progress photos.

1.4 QUALITY ASSURANCE

A. Installer Qualification:

1. Electrical work shall be performed by a licensed electrical contractor with a minimum of five (5) years documented experience in projects of a similar scope and complexity.
2. Electricians shall be properly licensed and certified as required by the Authority Having Jurisdiction (AHJ)
3. Supervisory personnel shall be present on site whenever electrical work is being performed.

B. Manufacturer Qualification:

1. Equipment manufacturers shall be regularly engaged in the production of electrical equipment of the specified type, with a minimum of five (5) years of experience.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Provide a dry, weather tight space for storing materials, Store packaged materials in original undamaged condition with manufacturer's labels and seals intact. Handle and store material in accordance with standards to prevent damage. Equipment and materials shall not be installed until such time as the environmental conditions of the job site are suitable. Replace damaged materials.

1.6 FIELD CONDITIONS

A. Existing Conditions

1. Prior to beginning work, inspect and test all existing electrical systems that will be affected by the work in this contract. Provide report to Owner indicating any problems or defects found. If no problems or system defects are submitted, the contractor shall be responsible for correction problems found at the completion of the project that are determined to be caused by the work of this contract.
2. Inspect the entire work area for defects in the existing construction such as scratches, holes etc. Submit a complete list and photographs of existing damage to the owner prior to beginning of work. If existing damage is not documented the contractor shall repair all damage to like new conditions, that is determined to have been caused by the work of this contract.

PART 2 PRODUCTS

2.1 MATERIALS

- A. All materials, unless otherwise specified, shall be new and be the standard products of the manufacturer. Used equipment or damaged materials will be rejected.
- B. Where two or more units of the same type or class of equipment are required, these units shall be products of a single manufacturer.
- C. All Equipment shall bear the Underwriters' Laboratories (UL), or another approved agency listing label. This listing requirement applies to the entire assembly. Any modifications to equipment to suit the intent of the specifications shall be performed in accordance with the National Electric Code and listed by U.L.

2.2 MANUFACTURERS

A. CONDUCTORS AND CABLES:

Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Southwire Company
2. Senator Wire & Cable Company
3. General Cable Corporation
4. Or approved equal

B. CONNECTORS AND SPLICES:

Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. 3M; Electrical Products Division
2. O-Z/Gedney; EGS Electrical Group LLC.
3. Gardner Bender
4. Or approved equal

C. CONDUIT AND TUBING:

Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Alflec Inc.
2. Allied Tube & Conduit; a Tyco International Ltd Co.
3. O-Z Gedney; a unit of General Signal
4. Or approved Equal

D. BOXES, ENCLOSURES, CABINETS, DISCONNECTS:

Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. Erickson Electrical Equipment Company.
2. Hoffman
3. Hubbell Incorporated; Killark Electric Manufacturing Co. Division
4. O-Z/Gedney; a unit of General Signal.
5. RACO; a Hubbell Company.
6. ABB Installation Products
7. Eaton Corporation
8. Schneider Electric
9. Or Approved Equal

PART 3 EXECUTION

3.1 COORDINATION

- A. Coordinate ordering and installation of all equipment with long lead times or having major impact on work by other trades so as not to delay the job or impact the construction schedule. Pay close attention to equipment that must be installed prior to building enclosure.

- B. Coordinate the installation of required supporting devices and sleeves to be set in poured in place concrete and other structural components, as they are constructed.

3.2 INSTALLATION

- A. Comply with NECA 1
- B. Verify all dimensions with field measurements prior to ordering equipment. Measure indicated mounting heights to bottom of unit for suspended items and to center of unit for wall-mounting items.
- C. Arrange for all chases, slots and openings in other building components, that are not indicated on drawings, to allow for electrical installations.
- D. Where mounting heights are not detailed or dimensioned, install systems, materials and equipment to provide the maximum headroom possible.
- E. Set all equipment to accurate line and grade, level all equipment and align all equipment components. All electrical work shall be installed level and plum, parallel and perpendicular to other building system and components.
- F. Install equipment to facilitate service, maintenance, and repair or replacement of components of both electrical equipment and other nearby installations. Connect in such a way as to facilitate future disconnecting with minimum interference with other items in the vicinity.
- G. Remove oil, dirt, grease and foreign materials from all equipment to provide a clean surface. Touch up scratched or marred surfaces of lighting fixtures, panelboard and cabinet trims, and equipment enclosures with paint manufactured specifically for that purpose
- H. No electrical equipment shall be hidden or covered up prior to inspection. All work that is unsatisfactory shall be corrected immediately.

3.3 ELECTRICAL EQUIPMENT CONNECTIONS

- A. Provide complete power connections to all electrical equipment. Ground all equipment in accordance with the latest version of the National Electrical Code.
- B. Provide all power wiring, electric equipment, control wiring, switches, lights, receptacles and connections as required for proper equipment operation.
- C. Refer to Manufacturer's drawings/specifications for requirements of special equipment. Verify connection requirements before bidding and confirm prior to roughing.
- D. Test all installed equipment for proper function in accordance with manufacture recommendations after permanent power is finally connected.

3.4 CLEANING

- A. After all tests are made and installations completed satisfactorily:
 - 1. Thoroughly clean entire installation, both exposed surfaces and interiors.
 - 2. Remove all debris caused by work.
 - 3. Remove tools, surplus, materials.

END OF SECTION

SECTION 31 11 00
CLEARING AND GRUBBING

PART I – GENERAL

1.01 SCOPE OF WORK

A. The Contractor shall clear and grub in the areas required for construction and remove all debris resulting from the work. The Contractor shall confine his operations within the limits indicated on the Plans, including limits of easement lines and right-of-way, and shall not enter any area outside these limits without prior written consent of the Owner or Engineer.

B. Existing features, trees and vegetation to remain shall be protected, and if damaged or destroyed, shall be repaired or replaced in kind at the Contractor's expense.

PART II – PRODUCTS – NOT APPLICABLE

PART III – EXECUTION

3.01 CLEARING AND GRUBBING

A. Except as otherwise directed, cut, grub, remove and dispose of all trees, stumps, brush, shrubs, roots and any other objectionable material within the limits defined on the Drawings. All stumps, brush and roots shall be grubbed and removed from areas to be occupied by buildings, structures, roads, pipelines and any other areas if designated by the Engineer.

B. After interfering vegetation has been removed, the Contractor shall strip any and all topsoil from the area to be excavated and stockpile it for future use.

C. Trees and foliage designated by the Engineer to remain shall be protected from damage by erecting suitable barriers, or by other approved means. Clearing operations shall be conducted in the manner to prevent falling trees from damaging trees designated to remain or other existing features.

D. Where it is necessary to cut branches of trees which are to remain, the cut shall be made flush with trunk or larger branch, with care being taken to prevent tearing and bark beyond the cut. An acceptable commercial tree paint shall then be applied over cut or damaged areas.

E. Areas outside the limits of clearing shall be protected and equipment or materials shall not be stored or allowed to damage these areas.

F. Stumps, trees, limbs or brush shall not be buried in any fills or embankments or disposed of in any stream corridor, wetland or any surface.

3.02 DISPOSAL OF MATERIALS

A. All tree trunks, limbs, roots, stumps, brush, foliage and other vegetation shall be removed and promptly disposed of by the Contractor off the project site, in a manner satisfactory to the Engineer.

B. Burning shall not be permitted as a means of disposal. Other means such as chipping, burying (in approved areas), and salvage of marketable lumber shall be employed.

C. Dumping of spoil material into any stream corridor, wetland, flood plain or surface water is prohibited. The Contractor shall dispose of such material strictly adhering to all applicable Federal, State, and Local Laws and Regulations.

D. The Contractors are advised that all existing sanitary sewer pipe removed during the construction of this contract must be disposed of at any approved NYSDEC landfill site. Further that any contaminated earth and/or bedding material around the existing sanitary sewer must also be disposed of in a similar manner.

END OF SECTION