

MONROE COUNTY, NEW YORK

**SPECIFICATIONS AND RELATED DOCUMENTS**

FOR

**Monroe County  
MCC Brighton Campus Wayfinding**

LaBella Project No. 2262375

June 15, 2026



Contract No. 1: General Construction

**NOTICE TO BIDDERS CHANGE**

**PROPOSALS WILL BE RECEIVED AND BIDS PUBLICALLY OPENED AND READ AT THE FOLLOWING PLACE AND TIME:**

**OFFICE OF BUDGET/PURCHASING  
MONROE COUNTY  
ROOM 301 COUNTY OFFICE BUILDING  
39 WEST MAIN STREET  
ROCHESTER, NEW YORK 14614**

Prepared By:  
LaBella Associates, DPC  
300 State Street, Suite 201  
Rochester, New York 14614

Prepared For:  
Monroe County Department of Environmental Services  
50 West Main Street; City Place, Suite 7100  
Rochester, New York 14614

And:  
Monroe Community College  
1000 East Henrietta Road  
Rochester, NY 14623



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MCC BRIGHTON CAMPUS WAYFINDING  
MONROE COUNTY, NEW YORK  
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**GENERAL NOTE: BONDING REQUIREMENTS  
FOR SINGLE PRIME CONTRACTS ONLY**

If the Total Base Bid as submitted by the Bidder is less than \$100,000, the Bidder is not required to submit with their bid either: i) a Bid Bond; or ii) a completed Performance Bond Information Form. In addition, if this same Bidder is subsequently awarded a contract, all bonding requirements will be waived. The waiving of bonding requirements will hold true even if the amount of the contract that is subsequently awarded (including Total Base Bid plus any Bid Alternates selected by the Owner) is greater than \$100,000.

If the Total Base Bid as submitted by the Bidder is greater than \$100,000, then the Bidder will be required to comply with all bonding requirements as specified in these documents that pertain to the submission of bids (including the submission of a Bid Bond and a completed Performance Bond Information Form). If this Bidder is subsequently awarded this contract, then the Bidder will be required to comply with all other bonding requirements as specified in these documents.





**NOTICE TO BIDDERS**

Monroe County, New York will receive sealed Proposals for the updates to exterior signage which is located on the Campus of Monroe Community College 1000 E Henrietta Road.

in Monroe County, New York. Proposals will be received and bids publicly opened and read at the following place and time:

PLACE:            **Office of Budget/Purchasing**  
                      Monroe County  
                      **Room 301 County Office Building**  
                      39 West Main Street  
                      Rochester, New York 14614

DATE:             July 16, 2026 \_\_\_\_\_

TIME:             2:00pm \_\_\_\_\_

Bids received by the County after the time specified for bid opening will be date stamped as evidence of late arrival and returned to the bidder unopened. The bidder assumes the risk of any delay in the United States Postal Service, in any other delivery service, or in the handling of the bid by any employee of the County other than Purchasing. Whether sent by the United States Postal Service, other delivery service, or by personal delivery, the bidder assumes the responsibility for having the bid submitted on time. The time clock located in the office of the Purchasing Manager is designated the official timepiece for submission of bids.

The work to be performed consists principally of the furnishing of all labor and materials for:  
**Updates to exterior wayfinding signage at Monroe Community College.**

The foregoing is a general outline of work only and shall not be construed as a complete description of the work to be performed under the Contract.

Plans and Specifications may be downloaded electronically from the Monroe County Purchasing Division's website (<https://www.monroecounty.gov/purch>) or obtained in hard copy in person at the following location upon payment of \$ 50.00 for each set of documents requested:

**Office of Budget/Purchasing**  
Monroe County  
**Room 301 County Office Building**  
39 West Main Street  
Rochester, New York 14614  
(585) 753-1100

Plans and Specifications may be mailed to prospective bidders upon request, provided that the prospective bidder assumes all responsibility for all costs associated with mailing, overnight delivery or otherwise.

Checks for Plans and Specifications should be made payable to "Monroe County Director of Finance". Plans and Specifications will not be mailed until a check is received by the Purchasing Manager.

Refunds may be provided for unmarked Plans and Specifications which are returned to the office of the Purchasing Manager at least seven (7) days prior to the original scheduled bid opening date.

Refunds of payment for copies of Plans and Specifications will be provided to those bidders submitting a proposal on the furnished forms, if returned within thirty (30) days from the date of award of contract to the successful bidder. There will be no refund to non-bidders.

Bidders who download an electronic copy of the Plans and Specifications are solely responsible for the cost of printing and reproduction, and no refund of these costs shall be provided by the County.

Plans, Specifications and Proposal forms may be examined at the following location:

Builders Exchange  
180 Linden Oaks  
Rochester, New York 14625

Prospective bidders are encouraged to obtain bid documents from Monroe County Purchasing as the County does not guarantee either the accuracy or completeness of bid documents obtained from sources other than County Purchasing. Only those prospective bidders who have downloaded bid documents from, or purchased bid documents at, the Monroe County Purchasing Office will be assured to be sent all addenda.

The Consultant contact identified below is designated by the Purchasing Manager as the sole point of contact concerning the subject matter of this public bid, including but not limited to an interpretation(s) pertaining to the Plans and Specifications, from the date of Advertisement of Bids until the Bid Opening Date and the results are made public. Inquiries shall not be directed to the Office of the Purchasing Manager.

Consultant: LaBella Associates, D.P.C.  
Contact Name: Jessica Kruse, AIA  
Address: 300 State Street, #201 Rochester, NY 14614  
E-Mail: jkruise@labellapc.com  
Phone #: 585-295-6297

In order for bidders to become more familiar with the project, and to view the site(s), a single Pre-Bid Meeting and Site Inspection will be held at the following place and time:

PLACE: Monroe Community College – Building 21  
Second floor- conference room\_\_\_\_\_  
DATE: July 7, 2026  
TIME: 10:00am

The general scope of the project will be reviewed at this Meeting. Minutes will not be issued for this Meeting. NO INTERPRETATIONS of the contract documents will be given at this Meeting. Following the Meeting, prospective bidders will have the opportunity to inspect the site of the work. All prospective bidders are encouraged to attend this Pre-Bid Meeting and inspect the site. Requests for an interpretation shall be made in writing no later than the end of business on July 9, 2026. Any interpretations/clarifications necessitated by this meeting will be addressed by addenda issued by Monroe County.

Proposals must be made in writing on the forms furnished and shall be accompanied by:

- a bid guaranty for an amount not less than five percent (5%) of the amount bid in accordance with the INSTRUCTIONS TO BIDDERS.
- a certificate of registration issued by the New York State Department of Labor in accordance with the INSTRUCTIONS TO BIDDERS.

Monroe County is exempt under Sections 1116 of the New York State Tax Law, and therefore, no sales tax shall be included in the bid.

The successful Bidder will be required to furnish and pay for satisfactory performance and labor and material bonds and provide insurance in accordance with the INSTRUCTIONS TO BIDDERS.

Monroe County reserves the right to reject any and all bids, and to accept any Proposal or individual item or items which may be deemed most favorable to its best interests.

The successful Bidder(s) on this work shall comply with the County's policies regarding the use of minority and women's businesses, and service-disabled veteran-owned businesses, including certain goals established by the County for the utilization of such businesses. CONTRACTORS that are either an MBE or WBE or SDVOB firm may include their own participation towards meeting MBE/WBE/SDVOB participation goals established for this project. The County's programs along with specific requirements for bidders and contractors are included in paragraph 15 of the Instructions to Bidders. The following name and address is made available to assist prospective bidders in meeting the requirements of these programs.

Matthew J. Burrell  
Monroe County Department of Diversity, Equity & Inclusion  
50 W. Main Street, Suite 7131  
Rochester, New York, 14614  
(585) 753-2409  
matthewburrell@monroecounty.gov

Successful Bidder(s) on contracts with a value of two hundred fifty thousand dollars (\$250,000.00) or more, shall ensure that all laborers, workers and mechanics employed in the performance of any on-site work, either by themselves or by their subcontractors, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration.

MONROE COUNTY

By: \_\_\_\_\_  
Colleen D. Anderson  
Purchasing Manager



**MONROE COMMUNITY COLLEGE**

**CONTRACTOR/VENDOR**

**PARKING-PERMIT**

*(FILL IN ALL BLANKS)*

**PLACE ON CENTER OF DASHBOARD**

PLATE #: \_\_\_\_\_

**\*VALID FOR PARKING LOTS ONLY**

**WORK LOCATION: BC**

**EXP. DATE: 12/31/2026**

**LOT: *ALL STUDENTS***

***PARKING LOTS***

**\*ALL STUDENT PARKING LOTS.**

**\*NOT VALID FOR METERED PARKING.**

**\*VEHICLE MUST BE IN PARKING SPACE ONLY.**

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

**\*KEEP PERMIT LOCKED IN VEHICLE.**

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

**DATE ISSUED: 12/01/2026**

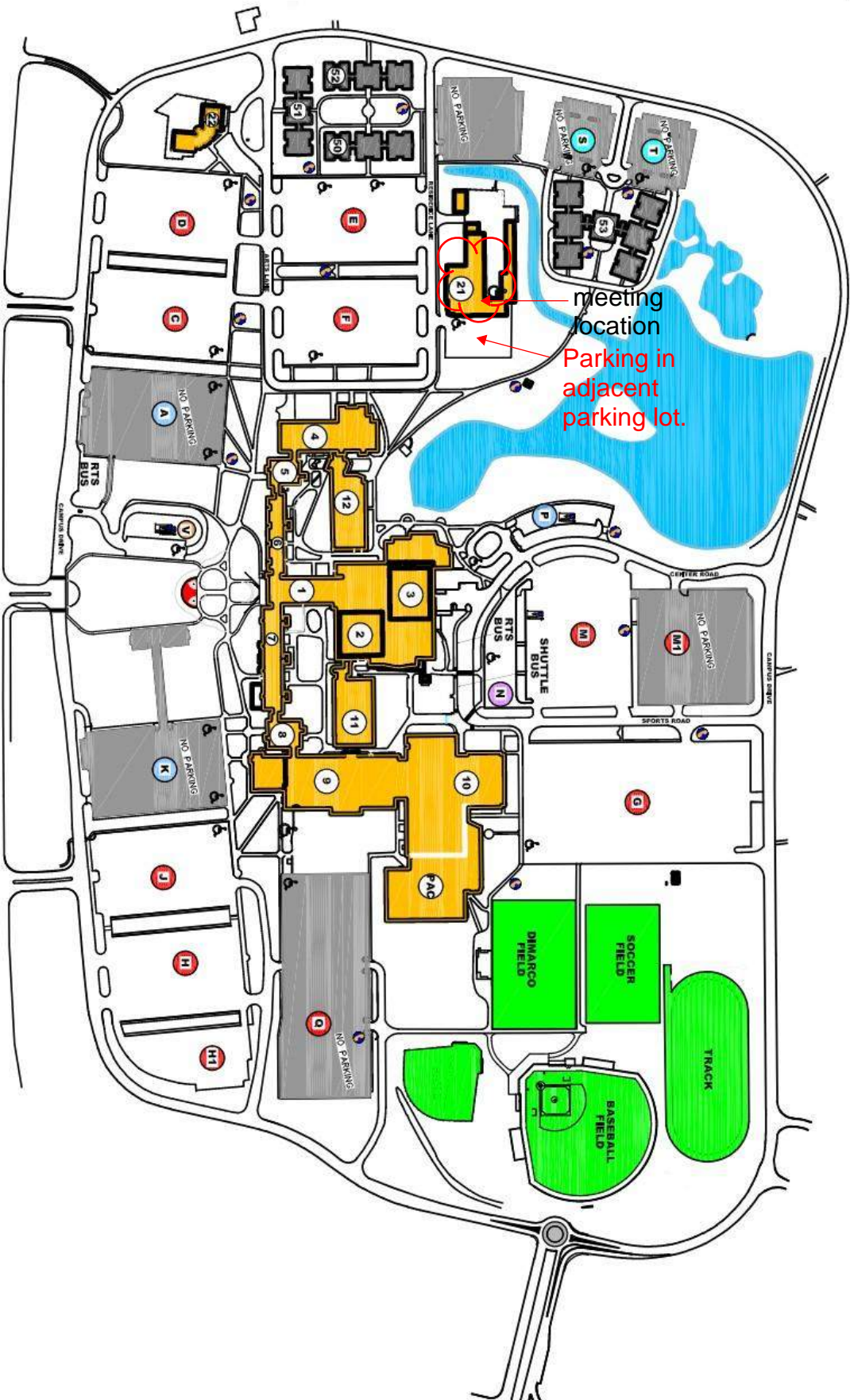
**ISSUING AGENT: J. Charlton**

**\**VIOLATORS WILL BE TICKETED.***



# Facilities Management

MONROE COMMUNITY COLLEGE



- Building Numbers**
- Peer / A, Sign Administration
  - LeRoy V. Good Library
  - Thomas P. Ryan Student Center
  - Westwood Conference Center
  - Roth and Thelwellworth Arts Building
  - Communication / Theatre
  - North Faculty Tower

- Registration / Financial Services
- Sciences
- South Faculty Tower
- The Gibson Hall of Science & Technologies
- Wild Center for Excellence in Nursing

- Samuel J. Stables Physical Education Complex
- Learning Centers
- The Arts
- Facilities / Public Safety / Purchasing / Recycling
- Chapel Center

- Alice H. Downey Young Commons**
- Residence Hall
  - Planner Hall
  - Alumni Hall
  - Turner Hall
  - Canal Hall

- Building Not Shown on Map**
- Applied Technologies Center
  - Public Safety Training Facilities
  - Downtown Campus
  - Downtown Campus
  - Downtown Campus

- Student Parking
- Employer Parking
- Residents Parking
- Visitor Parking
- Event Parking

- Fixed Public Safety Phones
- Accessible Parking
- EV Charging Stations

## **INSTRUCTIONS TO BIDDERS**

### **1. DEFINITIONS**

- a. The term "OWNER" means: Monroe County, New York
- b. The term "CONSULTANT" means the professional engineer, architect, landscape architect, or land surveyor firm so designated by the OWNER whose name and address is given on the cover, or any duly authorized representative of that firm. If the OWNER has not designated a CONSULTANT, the OWNER shall be deemed to be the CONSULTANT.
- c. The term "Bidder" shall mean any party or parties submitting in proper form a Proposal to perform the work hereinafter specified to be performed. The successful Bidder selected by the OWNER to perform the work hereinafter specified will thereafter be known as the "CONTRACTOR".
- d. The term "CONTRACTOR" shall mean the party or parties contracting to perform the work or his or their heirs, executors, administrators, successors, or assigns.
- e. The term "Work" shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract.
- f. The term "Agreement" is used to designate the type and form of contractual agreement under which this "work" will be executed, and which will be a unit price or lump sum contract, with all materials incorporated into the work, exempt from sales tax, as explained in the General Conditions.

### **2. SUBMISSION OF PROPOSALS**

- a. Proposals shall be submitted on the Proposal forms furnished with the Contract Documents.
- b. All blank spaces for bid prices shall be properly filled in, in ink, or typed, in both words and figures. In case any price shown in words and its equivalent shown in figures do not agree, the written words shall be binding on the Bidder. Proposal forms shall not be modified, nor proposals limited or restricted in any way. Proposals that have been modified, limited or restricted in any way (such as with amendments, conditions, qualifiers, etc.) may be rejected by Monroe County.
- c. Proposals shall be enclosed in a sealed envelope plainly marked with the title of the work and name and address of the Bidder on the outside. No Proposal will be considered unless filed on or before the time and at the place designated in the Notice to Bidders.

Proposals received after the time set for the opening will be returned to Bidders unopened. When sent by mail, preferably registered, the sealed Proposal, marked as above, should be enclosed in an additional envelope similarly marked and addressed to:

Colleen D. Anderson  
Purchasing Manager  
Monroe County  
Room 301 County Office Building  
39 West Main Street  
Rochester, New York 14614

- d. Proposals received prior to the time of opening will be kept unopened. No Proposal received thereafter will be considered.

3. BID GUARANTY

- a. Each Proposal must be accompanied by a bid guaranty which shall not be less than five percent (5%) of the total base bid amount. The guaranty may be a certified check, bank draft, standard form Irrevocable Letter of Credit, or a Bid Bond in the form attached. The Bid Bond shall be secured by a guaranty or surety company authorized to do business in the State of New York as a surety. No Proposal will be considered unless it is accompanied by the required guaranty. Certified check or bank draft must be payable to the order of "Monroe County Director of Finance". Cash deposits will not be accepted. The bid guaranty shall insure the execution of the Agreement and the furnishing of the surety bond or bonds and insurance by the successful Bidder, all as required by the Contract Documents.
- b. Bid guaranties in the form of certified check, bank draft or letter of credit will be returned to bidders other than the successful bidder within ten (10) days after the contract is awarded. The bid guaranty of the successful bidder will be returned upon execution of the Contract and submission of required bonds and insurances.
- c. Pursuant to General Municipal Law, Section 105, Bidder may not withdraw its bid within forty-five (45) days after the bid opening.

4. INTERPRETATIONS OR ADDENDA

Every request for an interpretation shall be made in writing to the CONSULTANT and must be received by the CONSULTANT seven or more business days prior to the date set for the receipt of Proposals. If an interpretation is deemed necessary or appropriate by the CONSULTANT, the interpretation will be in the form of an Addendum to the Contract Documents and when issued will be on file at the offices of the OWNER and the CONSULTANT at least seventy-two (72) hours before Proposals are opened. Monroe County will endeavor to mail, hand deliver, electronically transmit, or otherwise take reasonable steps to notify every plan holder of record at the Monroe County Purchasing Office of any addenda issued. However, it shall be the Bidder's responsibility to make inquiry as to any addenda issued. All such addenda shall become part of the Contract Documents and all Bidders shall be bound by such addenda, whether or not received by the Bidders. No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof.

5. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

The Bidder shall visit the site of the proposed work and fully acquaint himself with the existing conditions there relating to the work to be performed, and shall inform himself as to the facilities involved, the difficulties and restrictions attending the performance of the Contract. The Bidder shall thoroughly examine and familiarize himself with the Specifications and all other Contract Documents. The CONTRACTOR, by the execution of the Contract, shall in no way be relieved of any obligation under it due to his failure to examine the Contract Documents or to visit the site and acquaint himself with the conditions there existing, and the OWNER will be justified in rejecting any claim based on facts regarding which the CONTRACTOR should have been on notice as a result thereof.



6. MODIFICATION OF PROPOSALS

Written modifications of Proposals may be accepted prior to the time established for the receipt of bids if received in accordance with the requirements for the submission of proposals as provided above. Bidders are cautioned that, if in the opinion of the OWNER or the CONSULTANT such modifications are not explicit or are in any sense subject to misinterpretation, then the Proposal so amended or modified may be subject to rejection.

7. WITHDRAWAL OF PROPOSALS

Negligence on the part of the Bidder in preparing his Proposal confers no right for the withdrawal of the Proposal after it has been opened. Any Bidder, upon his properly notarized written request, will be given permission to withdraw his Proposal not later than the time set for opening. At the time of opening of the Proposals, when such Proposal is included, it will be returned to the Bidder unopened.

8. STATEMENT OF BIDDER'S QUALIFICATIONS

When requested by the OWNER, each Bidder shall submit a statement of the Bidder's qualifications, his construction experience, and his organization and equipment available for the work contemplated; and when specifically requested by the OWNER, a detailed financial and ownership statement by the apparent low bidder. The OWNER shall have the right to take such steps as he deems necessary to determine the ability of the Bidder to perform his obligations under the Contract, and the Bidder shall furnish the OWNER all such information and data for this purpose as he may request. The right is reserved to reject any Proposal where an investigation of the available evidence or information does not satisfy the OWNER that the Bidder is qualified to carry out properly the terms of the Contract. The issuing of Bid Documents and acceptance of a Bidder's payment for the Bid Documents by the OWNER shall not be construed as prequalification of that Bidder.

9. DISCREPANCY IN BIDS

If there is a discrepancy in any Unit Price Bid between the numerical unit prices and the written unit prices, the written unit prices shall govern.

On Unit Price Bid contracts only (not on Lump Sum contracts), the lowest bid will be determined on the basis of the gross sum for which the entire work (including any selected alternates) will be performed, arrived at by an arithmetically correct computation of all contract pay items specified in the proposal, at the correct unit or lump sum prices stated in the proposal as determined in the paragraph above. All corrected entries will be made on the Tabulation of Bids and utilized by the Owner for the basis of award.

In the event a bidder incorrectly computes the gross sum of contract pay items through arithmetical error, the Owner shall evaluate the bid based upon the correct computation of the gross sum, rather than the incorrect gross sum in the bid proposal.

Bids which do not contain a unit price for every numbered item on the Proposal form will not be accepted, except where the Proposal form specifically provides prices for Bid alternate items.

10. CONSIDERATION OF PROPOSALS

The right is reserved, as the interest of the OWNER may require, to reject any or all bids, to waive any informality in bids received, to reject any items of any bid, to obtain new Proposals, or to proceed to do the work otherwise, when the best interest of the OWNER may be promoted thereby.

The OWNER reserves the right to reject any proposal in which any of the bid prices are significantly unbalanced to the potential detriment of the OWNER. An unbalanced bid is considered to be one containing lump sum or unit bid items which do not reflect reasonable actual costs plus a reasonable proportionate share of the bidder's anticipated profit, overhead costs, and other indirect costs which are anticipated for the performance of the items in question.

11. PRE-AWARD CONFERENCE

The apparent low Bidder may be required to attend a pre-award conference with the OWNER or his representative. Representatives of the proposed subcontractors and vendors shall attend such conference if requested by the OWNER.

12. DETERMINATION OF LOW BIDDER

Except where the OWNER exercises the right to reject any or all Proposals, the OWNER will award the Contract to the lowest responsive and responsible Bidder on the basis of the total bid which shall be the Base Bid and any alternates the OWNER may select as stated in the Proposal, provided further that such Bidder furnishes adequate security therefor and complies with all requirements of the Notice to Bidders and these Instructions to Bidders, after investigations are made to determine the Bidder's responsibility and capability. Although Bidders are not required to bid on every alternate, their Proposal will not be considered if a price is not included for an alternate which the OWNER decides to include in the award.

13. ACCEPTANCE OF PROPOSAL

The acceptance of a Proposal will be a Notice of Award in writing signed by a duly authorized representative of the OWNER and no other act of the OWNER shall constitute the acceptance of a Proposal. The acceptance of a Proposal shall bind the successful Bidder to execute the Contract as provided hereinafter.

14. EXECUTION OF CONTRACT

- a. The Bidder, whose proposal has been accepted, shall have a legally authorized representative execute the contract and submit it to the OWNER within ten (10) calendar days of receipt of the contract from the County.
- b. In addition, the successful Bidder, within the period stipulated in paragraph 14a. above, shall procure, execute and deliver to the OWNER and maintain, at his own cost and expense, until the Final Payment (as defined in the General Conditions) for the work covered by this contract, proof of insurance as required by the Agreement, and the following bonds, in the form attached herein, of a surety company approved by the OWNER and authorized to do business in the State of New York as a Surety:
  - (1) Performance Bond - in an amount not less than one hundred percent (100%) of the total amount payable to the CONTRACTOR by the terms of the contract.
  - (2) Labor and Material Bond - in an amount not less than one hundred percent (100%) of the total amount payable to the CONTRACTOR by the terms of the contract.

- c. Failure or refusal of the Bidder, whose Proposal is accepted, to execute the Contract as hereinbefore provided or to submit satisfactory bonds and insurances shall constitute a breach by such Bidder of the Agreement created by the acceptance of the Proposal and, in such event, the OWNER, at his option, may determine that such Bidder has abandoned the contract. Thereupon such Bidder's Proposal and the acceptance thereof shall be null and void and the OWNER shall be entitled to take action for damages. Such damages shall include the amount of the total contract finally accepted in excess of that of the originally successful Bidder, losses arising from delays in the OWNER's construction program, and all other items of cost to the OWNER resulting from such breach. In the recovery of the damages specified above, the OWNER may proceed against the sum represented by the bid guaranty and take such other action, as the OWNER may deem best in the public interest.

15. UTILIZATION OF MINORITY (MBE) AND WOMEN'S (WBE) BUSINESS ENTERPRISES, AND SERVICE-DISABLED VETERAN-OWNED BUSINESSES (SDVOB)

a. Policy

Monroe County has policies that Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs), and Service-Disabled Veteran-Owned Businesses (SDVOBs) be afforded opportunities to participate as subcontractors on County projects. In furtherance of these policies, the County requires Contractors to utilize their best efforts to achieve goals for MBE, WBE and SDVOB participation on all County projects. Unless otherwise stated in the Special Conditions, the goal for this project is a combined participation by MBE firms on twelve (12%) of the total cost of project and by WBE firms on three (3%) of the total cost of project, and the goal for this project is participation by SDVOB firms on six (6%) of the total cost of project. In the event a CONTRACTOR is a MBE, such CONTRACTOR shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE and at least six percent (6%) of the total cost of services to a SDVOB. In the event a CONTRACTOR is a WBE, such CONTRACTOR shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE and at least six percent (6%) of the total cost of services to a SDVOB. In the event a CONTRACTOR is a SDVOB, such CONTRACTOR shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE and at least three percent (3%) of the total cost of services to a WBE. In the event a CONTRACTOR is combination of a MBE, WBE or SDVOB, the CONTRACTOR shall choose one of the three designations and shall remain subject to the subcontracting best efforts requirement for the designations not chosen.

b. MBE/WBE/SDVOB Directory Search

There is a NYS web site <https://ny.newnycontracts.com> where certified MBE/WBE Contractors can be found. Firms certified through the Monroe County MBE/WBE program may be found at <https://www.monroecounty.gov/dei-mwbe>.

A directory of New York State certified Service-Disabled Veteran-Owned Businesses (SDVOBs) can be searched at <https://sdves.ogs.ny.gov/business-search>.

A directory of Federal certified Service-Disabled Veteran-Owned Businesses (SDVOBs) can be searched on the U.S. Department of Veterans Affairs' web site at <https://vetbiz.va.gov/advancedsearch/>.

c. Bid Submission - Utilization Plan and Letters of Intent

MBE/WBE/SDVOB utilization plans shall be submitted with the initial bid. The utilization plan must include a detailed MBE/WBE/SDVOB Utilization Plan Form and a signed Letter of Intent Form from each of the MBE/WBE/SDVOB firms identified in the Plan. The Plan must identify the MBE, WBE and SDVOB firms to be utilized by the Contractor. If specific spend information is not available, complete details must be provided on the actual work MBE/WBE/SDVOBs will complete on the project, together with an explanation as to why spending data is not available shall be provided. If a bidder is unable to show obtainment of program goals when submitting the utilization plan, BIDDER must submit a Request for MBE/WBE/SDVOB Utilization Waiver Form with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issue. If the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the bid may be disqualified as non-responsive.

16. PERMIT REQUIRED CONFINED SPACE

The BIDDER is instructed to read the Special Conditions to determine if any "permit required confined spaces" are involved in the project. If "permit required confined spaces" are involved, then the BIDDER shall submit, within three (3) days of the bid opening, a copy of its written permit required confined space program.

17. EQUAL PAY CERTIFICATION

The Contractor shall submit with his Proposal to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

18. CONTRACTOR/SUB-CONTRACTOR REGISTRATION (NYS LABOR LAW SECTION 220-i)

No prime contractor shall bid on the public work project covered under these contract documents unless such prime contractor is registered pursuant to Chapter 31, Article 8, Section 220-i of New York State Labor Law. Sub-contractors must be registered prior to commencing any work on the project covered under these contract documents. The prime contractor shall submit its certificate of registration at the time the bid is made. Bids submitted without the required certificate of registration shall be consider as nonresponsive (§12). Applications for registration shall not be accepted as a substitute for a certificate of registration for the purposes of this section. The prime contractor shall submit the sub-contractor's certificate of registration in accordance with General Condition 42. Shop Drawings, but not less than 15 calendar days prior to the sub-contractor's start of work.

BID PROJECT NO. 0602-26

Submitted By: \_\_\_\_\_  
(CONTRACTOR)

TO: MONROE COUNTY DES

FOR: MCC BRIGHTON CAMPUS  
WAYFINDING

50 WEST MAIN STREET, SUITE 7100  
Rochester, New York 14614

Gentlemen:

The undersigned Bidder has carefully examined the form and content of the Contract, has examined the site of the work, and hereby proposes to furnish all necessary plant, labor, materials, equipment, and tools required to perform and complete the work in strict accordance with the Contract.

The undersigned Bidder agrees to submit to all conditions reported, intended, or implied, both particularly and generally by the Contract at the prices herein stated.

The undersigned Bidder also agrees as follows:

FIRST: If this Proposal is accepted, to execute the Contract within ten (10) calendar days of date of "Notice of Award" of Contract, and furnish to the OWNER satisfactory insurance certificates, performance and payment bonds, each in the sum of one-hundred percent (100%) of the amount of the Contract awarded as security for the faithful performance of the work, and for the payment of all persons performing labor and furnishing materials in connection with the work.

SECOND: To begin work within seven (7) calendar days of the date of the "Notice to Proceed". The anticipated "Notice of Award" and "Notice to Proceed" dates are as follows:

Anticipated Date, Notice of Award: August 2026

Anticipated Date, Notice to Proceed: September 2026

Work shall be progressed to meet the following schedule ("No. of Days" represents the number of calendar days from the date of the Notice to Proceed):

Milestone: Project Completion No. of Days: 91

THIRD: To pay the OWNER the following liquidated damages for each calendar day of delay in completing the work beyond the specified times of completion or within the times to which such completion may have been extended in accordance with the Contract Documents:

Milestone: Project Completion Liq. Damages: \$200 per day

FOURTH: To certify as follows: Pursuant to Section 103d. of the General Municipal Law:

- (a) By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his knowledge and belief:
- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
  - (2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
  - (3) No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

FIFTH:

- (a) It is the intent of the OWNER to obtain a proposal for all work to be performed under this Contract.

Unit price(s) or lump-sum bid shall not include any Sales Tax levied by the following governmental agencies:

- (1) New York State
- (2) Monroe County, New York
- (3) Any other town or governing agency

The total unit price shall be the sum of all material and installation cost for each bid item as defined herein.

- (b) The undersigned submits herewith bid guaranty for the specified amount of the deposit required in the Instructions to Bidders. In case this Proposal is accepted by the OWNER, and the undersigned shall refuse or neglect, within ten (10) calendar days after date of receipt of Notice of Award, to execute and deliver an Agreement in the form provided herein, or to execute and deliver a performance bond and a labor and material bond in the amounts required and in the form prescribed, or to provide satisfactory insurance certificate(s), the amount of bid security shall be forfeited and will be retained by the OWNER as liquidated damages. Otherwise the total amount of the bid security will be returned to the depositor in accordance with provisions set forth in the Instructions to

Bidders.

- (b) The undersigned acknowledges the receipt of the following Addenda, but he agrees that he is bound by all Addenda whether or not listed herein:

ADDENDA NUMBERS AND DATES

Number 1 - dated \_\_\_\_\_

Number 2 – dated \_\_\_\_\_

Number 3 – dated \_\_\_\_\_

Number 4 – dated \_\_\_\_\_

BIDDERS SHOULD CONTACT THE MONROE COUNTY PURCHASING OFFICE, (585) 753-1100, TO VERIFY THEY HAVE ALL ADDENDA.

PROPOSAL SUBMITTED

Dated: \_\_\_\_\_

(if an Individual, Partnership, or Non-Incorporated Organization)

Name of Bidder \_\_\_\_\_

By: \_\_\_\_\_  
(Signature) (Title)

Address of Bidder: \_\_\_\_\_  
(Street)

\_\_\_\_\_  
(City, State) (Zip Code)

Names and Addresses of Members of the Firm

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(if a Corporation)

Name of Bidder: \_\_\_\_\_

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

(Signature) (Title)

Address of Bidder: \_\_\_\_\_

(Street)

\_\_\_\_\_  
(City, State) (Zip Code)

Incorporated Under the Laws of the State of \_\_\_\_\_

Name of President: \_\_\_\_\_  
(Name) (Address)

Officer (Secretary): \_\_\_\_\_  
(Name) (Address)

(Treasurer): \_\_\_\_\_  
(Name) (Address)

Corporate Seal

Bidder's Office Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Cell Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



CERTIFICATION FOR UTILIZATION OF  
MINORITY AND WOMEN'S BUSINESS ENTERPRISES  
and  
SERVICE-DISABLED VETERAN-OWNED BUSINESSES

The BIDDER hereby assures that he will take affirmative steps as specified by Monroe County policies to use Minority and Women's Business Enterprises, and Service-Disabled Veteran-Owned Businesses on this project. He further assures that he will attempt to utilize not less than twelve percent (12%) of Minority Business Enterprise subcontractor participation, three percent (3%) of Women's Business Enterprise subcontractor participation, and six percent (6%) of Service-Disabled Veteran-Owned Business subcontractor participation.

BIDDER'S NAME: \_\_\_\_\_

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

\_\_\_\_\_  
SIGNATURE AND TITLE

\_\_\_\_\_  
DATE

Performance Bond Information Form

Project Title: MCC Brighton Campus Wayfinding

Construction Contract: G-1 General Construction

Name of Contractor: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Bonding Company or Person  
Issuing Security Bond \_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

Bonding Company Agent: \_\_\_\_\_ Telephone No. (\_\_\_\_)\_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Amount of Bond: \$ \_\_\_\_\_

Duration of Bond:                      From Date of Contract                      To Final Payment

The Bidder shall complete the information above regarding the performance bond proposed to be provided for the contract. This information will be used by the OWNER and/or CONSULTANT to verify the bonding prior to award of the contract.

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, AND RESPONSIBILITY**

The undersigned certifies, to the best of his/her knowledge and belief, that the Bidder and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency;
2. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 2 of this certification; and
4. Have not within a three (3) year period preceding this transaction/application/proposal/contract/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

**CERTIFICATION REGARDING MONROE COUNTY PROCUREMENT POLICY  
AND CONSEQUENCES FOR VIOLATION**

The undersigned certifies, to the best of his/her knowledge and belief, that the Bidder and its principals:

5. Have read and understand the Monroe County Procurement Policy and agree to abide by its terms (<http://www2.monroecounty.gov/purch-overview.php>);
6. Understand that any violation of the Monroe County Procurement Policy may result in the exclusion of any response to a public bid, Request for Proposals (RFP) or Request for Qualifications (RFQ) submitted on our behalf; and
7. Understand that any contract or agreement entered into subsequent to a violation of this policy during the procurement process is null and void.

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

\_\_\_\_\_  
[Print Name of Bidder]

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

\_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Title/Office]

**BIDDER MUST COMPLETE THIS FORM AND SUBMIT WITH BID.**

MONROE COUNTY  
MCC BRIGHTON CAMPUS WAYFINDING  
BID PROJECT NO. 0602-26

FORM OF PROPOSAL

CONTRACT G-1: GENERAL CONSTRUCTION

Proposals may be considered informal and may be returned to the Bidder if all blank spaces in the Form of Proposal are not filled in.

Pursuant to and in compliance with the "Notice to the Bidders", the "Instructions to Bidders" and "Proposal" relating thereto, the Bidder hereby agrees to furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to work required by and in strict accordance with the Contract Documents and any Addenda subsequently issued, for the sum of:

Contract G-1: General Construction

Specified work \$ \_\_\_\_\_

Allowance No. 1 – Contingency Allowance (per Section 012100) \$ 10,000.00 \_\_\_\_\_

Total Base Bid \$ \_\_\_\_\_  
(Numbers)

\_\_\_\_\_ Dollars  
(Price in Words)

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_ as Principal, and \_\_\_\_\_  
\_\_\_\_\_ as Surety, are hereby held and firmly bound unto \_\_\_\_\_

\_\_\_\_\_ as OWNER in the penal sum of  
\_\_\_\_\_ for the payment of which, well and truly to be made, we hereby jointly and  
severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this \_\_\_\_ day of  
\_\_\_\_\_, \_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted \$\_\_\_\_  
(amount of bid) a certain proposal, attached hereto and hereby made a part hereof to enter into a Contract in writing,  
for:

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted, and the Principal shall execute and deliver a Contract in the form of Form of Agreement attached to the Contract Specifications and shall furnish a bond for this faithful performance of said Contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and submit the required insurance certificates, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their Corporate Seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

\_\_\_\_\_  
Principal L.S

SEAL

\_\_\_\_\_  
Surety

By \_\_\_\_\_



Fed. ID No. \_\_\_\_\_

## MONROE COUNTY, NEW YORK

### STANDARD CONTRACTOR'S QUESTIONNAIRE

The information requested in this questionnaire is to assist the CONSULTANT and/or County Project Manager in evaluating the qualifications of contractors, and shall be submitted within 48 hours of the bid opening by the apparent two (2) lowest bidders. An Affidavit of No Change to a previously submitted Questionnaire will not be accepted.

Please indicate whether you believe that any of the information supplied herein is confidential and should be exempt from disclosure under the Freedom of Information Law \_\_\_\_\_ Yes \_\_\_\_\_ No.

If you checked "yes" you must identify the information you feel is confidential by placing an asterisk in front of the appropriate question number(s) and you are requested to attach an additional sheet(s) upon which the basis for such claim(s) is explained.

Project: \_\_\_\_\_

1. Contract: \_\_\_\_\_

2. Contractor: \_\_\_\_\_

DBA Name, if any: \_\_\_\_\_

NYS DOL (§ 220-i) Certificate? \_\_\_ Yes \_\_\_ No; Certificate Number: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_

Fax: (\_\_\_\_) \_\_\_\_\_

Email: \_\_\_\_\_

3. Type of company: \_\_\_\_\_ corporation incorporated in:

\_\_\_ partnership

\_\_\_ individual proprietor

\_\_\_ joint venture consisting of \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

4. List names and titles of officers, partners or proprietors.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5. How long has the company been in business? \_\_\_\_\_

List any former names of the company.

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Identify any affiliates of your company. For purposes by this question, your company and another are affiliates when, either directly or indirectly, one controls or has the power to control the other, or a third party or parties controls or has the power to control both.

Federal ID No.

Company Name

Address

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6. Has the company, any affiliate, or any predecessor or any member of the company ever been included on any Federal, state or municipal ineligible or debarred list? \_\_\_\_\_ Yes  
\_\_\_\_\_ No?

If yes, please explain the circumstances and the present status on a separate page and attach it.

7. Has the company, any affiliate or any predecessor, been defaulted, or failed to complete a contract in the last five years? \_\_\_\_\_ Yes \_\_\_\_\_ No?

If yes, please explain the circumstances on a separate page and attach it.

8. What type(s) of construction does the company normally perform? \_\_\_\_\_

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9. Please attach a list of significant projects completed in the last five years. Provide project name, owner, consultant, contract amount and completion date.

10. What is the total value of work presently under contract? \$\_\_\_\_\_.

Please attach a list of current contracts including project name, contract amount, owner, consultant, owner/consultant contact person and phone number.

11. What work on this project will you perform with your own forces? (excavation, grading, paving, concrete, masonry, structural steel, plumbing, HVAC, electrical, etc.)

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- 
12. What percentage of the contract does this represent? \_\_\_\_\_%
13. Please attach a list of key people you expect to assign to this contract, including their positions and experience.
14. a. What work on this project do you plan to subcontract? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
- b. What percentage of the contract does this represent? \_\_\_\_\_%
- c. Do subcontractors have a valid NYS DOL (§ 220-i) Certificate? \_\_\_\_\_Yes \_\_\_\_\_ No
- d. If the project includes glazing and the project meets the criteria in Special Conditions, does the glazing subcontractor have NACC certification? \_\_\_\_\_Yes \_\_\_\_\_ No
15. If a certified financial statement is requested by the County, it shall include an income statement, cash flow statement and balance sheet for the last fiscal year, and any other evidence of financial capability. The certified financial statement shall have been audited by, and signed off by, an accountant. The certified financial statement and any other documents submitted as evidence of financial capability will be reviewed by Monroe County only, and will otherwise be treated as confidential documents.
16. Is any officer or owner of the company an elected or appointed official of Monroe County?  
\_\_\_\_\_Yes \_\_\_\_\_ No If Yes, please indicate \_\_\_\_\_  
\_\_\_\_\_
17. Within the past five (5) years has the company, any affiliate, any predecessor company or entity, or any person identified in question number 4 above been the subject of any of the following: (respond to each question and describe in detail the circumstances of each company's "Yes" answer; attach additional pages if necessary).
- a. A judgment of conviction for any business-related conduct constituting a crime under state or federal law? \_\_\_\_\_ No \_\_\_\_\_ Yes
- b. A criminal and/or civil investigation or indictment for any business-related conduct constituting a crime under state or federal law? \_\_\_\_\_ No \_\_\_\_\_ Yes
- c. A grant of immunity for any business-related conduct constituting a crime under state or federal law? \_\_\_\_\_ No \_\_\_\_\_ Yes
- d. A rejection of any bid for lack of qualifications or responsibility or because of the submission of an informal, non-responsive or incomplete bid? \_\_\_\_\_ No \_\_\_\_\_ Yes
- e. A rejection of any proposed subcontract for lack of qualifications or responsibility or because of the submission of an informal, non-responsive or incomplete bid?  
\_\_\_\_\_ No \_\_\_\_\_ Yes
- f. A voluntary exclusion from a bidding/contracting agreement? \_\_\_\_\_ No \_\_\_\_\_ Yes

- g. Any administrative proceeding, civil action, or claim? \_\_\_\_\_ No \_\_\_\_\_ Yes
- h. An OSHA Citation and Notification Penalty containing a violation classified as serious?  
\_\_\_\_\_ No \_\_\_\_\_ Yes
- i. An OSHA Citation and Notification of Penalty containing a violation classified as willful? \_\_\_\_\_ No \_\_\_\_\_ Yes
- j. A prevailing wage or supplement payment violation? \_\_\_\_\_ No \_\_\_\_\_ Yes
- k. A State Labor Law violation deemed willful? \_\_\_\_\_ No \_\_\_\_\_ Yes
- l. Any other federal or state citations, Notices, violation orders, pending administration hearings or proceedings, or determination of a violation of any labor law or regulation?  
\_\_\_\_\_ No \_\_\_\_\_ Yes
- m. Any criminal and/or civil investigation, felony indictment or conviction concerning formation of or any business association with, an allegedly false or fraudulent women's, minority or disadvantaged business enterprise? \_\_\_\_\_ No \_\_\_\_\_ Yes
- n. Any denial, decertification, revocation or forfeiture of Women's Business Enterprise (WBE), Minority Business Enterprise (MBE) or Disadvantaged Business Enterprise, or Service-Disabled Veteran-Owned Business (SDVOB) status? \_\_\_\_\_ No \_\_\_\_\_ Yes
- o. Rejection of a low bid on a State contract for failure to meet statutory affirmative action or MBE/WBE/DBE/SDVOB requirements? \_\_\_\_\_ No \_\_\_\_\_ Yes
- p. A consent order with the NYS Department of Environmental Conservation, or a federal, state or local government enforcement determination involving a violation of federal or state environmental laws? \_\_\_\_\_ No \_\_\_\_\_ Yes
- q. Any bankruptcy proceeding? \_\_\_\_\_ No \_\_\_\_\_ Yes
- r. Any suspension or revocation of any business or professional license? \_\_\_\_\_ No  
\_\_\_\_\_ Yes
- s. Any citations, Notices, violation orders, pending administrative hearings or proceedings or determination for violation of:
- federal, state or local health laws, rules or regulations
  - unemployment insurance or workers compensation coverage or claim requirements
  - ERISA (Employee Retirement Income Security Act)
  - federal, state or local human rights laws
  - federal or state security laws?
- \_\_\_\_\_ No \_\_\_\_\_ Yes

I, an officer of the firm, hereby certify the above and attached information to be true, complete and not misleading. False or misleading statements may result in revocation of the award or contract.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Date

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

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

Submit completed questionnaire to:

Renee Casler, Project Manager  
Monroe County Department of Environmental Services  
CityPlace, Suite 7100  
50 West Main Street  
Rochester, New York 14614  
Phone: (585) 753-7568  
Fax: (585) 324-1693  
Email: [reneecasler@monroecounty.gov](mailto:reneecasler@monroecounty.gov)



## FORM OF AGREEMENT

THIS CONTRACT which shall be deemed to be dated as of the date the last party executed this Contract, by and between the County of Monroe, a municipal corporation located at 39 West Main Street, Rochester, New York 14614, hereinafter referred to as the "OWNER," *des\_pw\_district\_name\_address* and **vendor\_name** with offices at *vendor\_address1**vendor\_address2*, *vendor\_city*, *vendor\_state*, *vendor\_zip*, hereinafter referred to as the "CONTRACTOR."

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

### ARTICLE 1 - REQUIRED STANDARD CLAUSES FOR COUNTY CONTRACTS

Appendix "A" contains the standard clauses for all Monroe County contracts and is attached hereto and is hereby made a part of this Agreement as if set forth fully herein.

### ARTICLE 2 - SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all the equipment and labor necessary, and to perform all of the work shown on the Plans and described in the Specifications for the project entitled:

***name***

all in accordance with the requirements and provisions of the following Documents prepared by *des\_construction\_doc\_consultant*, hereinafter called the CONSULTANT, which were supplied as part of the Bidding Documents, and which Documents are hereby made a part of this Contract, if applicable:

- (a) Drawings.
- (b) Notice to Bidders, Instructions to Bidders, and the Proposal.
- (c) Contract forms consisting of the Contract, Appendix A (Standard Clauses for County Contracts), and the bonds.
- (d) The General Conditions and Special Conditions.
- (e) The Technical Specifications.
- (f) Any supplemental information included with the Bidding Documents.
- (g) Any and all Addenda.

### ARTICLE 3 - TIME OF COMPLETION

A. The work to be completed under this Contract shall be commenced within seven (7) days after the date of Notice to Proceed, issued by the OWNER.

B. The entire work shall be progressed and completed in accordance with the schedule requirements identified in the Proposal.

C. Failure to complete the work within the time stipulated in the Proposal for both Project Completion and any intermediate milestones, including extensions granted thereto as determined by the CONSULTANT, or abandonment of the work before final completion, shall entitle the OWNER to amounts stipulated in the Proposal for each calendar day of delay in the completion of the work for both Project Completion and any intermediate milestones, said sums being fixed and agreed as liquidated damages which the OWNER will suffer by reason of such delay and not as a penalty. The OWNER may deduct such liquidated damages from the monies due, or about to become due to the CONTRACTOR, or may recover such liquidated damages directly from the CONTRACTOR. Enforcement of this clause does not preclude OWNER from seeking any other legal remedies for CONTRACTOR's failure to complete the work within the time stipulated in the Proposal for both Project Completion and any intermediate milestones.

### ARTICLE 4 - THE CONTRACT SUM

A. The OWNER shall pay to the CONTRACTOR for the performance of this Contract, subject to additions and deductions and the adjustment of final quantities as provided herein, the Total Base Bid *des\_construction\_alt\_lang* selected by the OWNER as follows: *contract\_total\_words* DOLLARS

(contract\_total\_formatted) all in accordance with the CONTRACTOR's Proposal attached hereto and made a part hereof.

B. The total contract sum shall also be adjusted to cover changes in the work ordered by the OWNER or the CONSULTANT but not shown on the Plans or required by the Specifications. Such increases or decreases in the Contract Sum shall be determined by the provisions of Article 5.

C. The OWNER is exempt under Section 1116 of the Tax Law and therefore, no sales tax shall be included in the bids.

Materials:

It shall be understood that title to all materials is to pass to the OWNER at the time of OWNER'S payment for such materials, whether purchased by the CONTRACTOR, or by any subcontractor, or by any supplier. Since such CONTRACTOR or subcontractors or supplier, purchases the materials for resale as tangible personal property rather than as realty, they will not be required to pay the tax on their purchase, and each shall include with each order a Resale Certificate (Form ST-120.1).

Labor:

The OWNER shall furnish to the CONTRACTOR a Certificate of Capital Improvements (FORM ST-124) which will exempt the CONTRACTOR from the tax on all labor. The CONTRACTOR shall copy and provide such copies to all his subcontractors for the same purpose.

The exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the CONTRACTOR or to his subcontractors, and he and they shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes on such leased tools, machinery, equipment or other property, and for such materials not incorporated into the project.

The following specific provisions are hereby included in this Contract and parallel provisions shall be included in all Subcontracts entered into hereunder:

Title to all materials to be sold by the CONTRACTOR to the OWNER pursuant to the provisions of this Contract, shall immediately vest in the OWNER at the time of OWNER'S payment for such materials. Such materials shall then become the sole property of the OWNER, subject to the right of the OWNER and CONSULTANT to reject the same within a reasonable period for failure to conform to the standards and Specifications of the Contract Documents and the Purchase Orders.

The purchase by subcontractors of materials to be sold hereunder will also be a purchase for resale to the CONTRACTOR (either directly or through other subcontractors). The Subcontract Contracts providing for the resale of such material prior to and separate and apart from the incorporation of such materials into the project and such Subcontract Contracts shall be a form similar to this Contract.

The sum paid under this Contract shall be deemed to be in full consideration for the performance by the CONTRACTOR of all his duties and obligations under this Contract in connection with said sale, including furnishing the use of construction equipment not owned by the CONTRACTOR or its subcontractors but rented from others.

Nothing in this article is intended or shall be construed as relieving the CONTRACTOR from his obligations under this Contract, and the CONTRACTOR shall have the full continuing responsibility to install the material and supplies purchased in accordance with the provisions of this Contract, to protect the same, to maintain them in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the OWNER until such time as the work covered by the Contract is fully accepted by the OWNER.

ARTICLE 5 - ADDITIONS-DEDUCTIONS-DEVIATIONS

A. DETERMINATION OF PAYMENT

If the OWNER orders, in writing, changes to the performance or scope of any work covered by the Drawings or included in the Specifications for any reason, including a differing site condition as defined in the Contract Documents, the value of such work, additions, deductions or deviations ("revised work"), shall be determined by one of the following methods:

Method 1 By unit prices specifically contained in the Contract Documents ("Unit Price Method").

Method 2 By negotiation of agreed upon price(s) for the revised work ("Negotiation Method").

In the event the Negotiation Method is utilized, CONTRACTOR will furnish to the CONSULTANT a proposal for the revised work accompanied by the cost documentation necessary to support that proposal. In utilizing the Negotiation Method, the Overhead and profit for both the CONTRACTOR and any subcontractors shall be as defined in Method 3. All supporting documentation shall be in a form acceptable to the CONSULTANT. The CONTRACTOR shall also be responsible for furnishing any additional information requested by the OWNER or any governmental entity providing funding for the Project.

Method 3 By actual Labor Cost plus actual Material Cost plus Overhead and Profit ("Actual Cost Method").

(a) For purposes of the Actual Cost Method, the actual Labor Cost shall include the following items, to the extent the CONSULTANT and OWNER determine that such items are reasonable and necessary for the performance of the revised work:

Item 1 Wages paid to workers and foremen and wage supplements paid to labor organizations in accordance with current labor contracts.

Item 2 Premiums or taxes paid by the CONTRACTOR for worker's compensation insurance, unemployment insurance, FICA Tax or other payroll taxes as required by law, net of actual and anticipated refunds and rebates.

(b) For purposes of the Actual Cost Method, the actual Material Cost shall include the following items to the extent the CONSULTANT and OWNER determine that such items are reasonable and necessary for performance of the revised work:

Item 1 Cost of materials delivered to the job site for incorporation in the revised contract work.

Item 2 Sales taxes paid as required by law.

Item 3 When the material furnished under Item 1 is used material, its value shall be pro-rated to the value of new material, but should be no more than its cost. When, in the opinion of the CONSULTANT, the salvage value of salvable material furnished under Item 1 exceeds the cost of salvage, a suitable credit shall be given the OWNER.

(c) For purposes of the Actual Cost Method, the actual equipment cost shall include the following items, to the extent the CONSULTANT and OWNER determine that such items are reasonable and necessary for the performance of the revised work:

Item 1 Allowance for use of construction equipment (exclusive of hand tools and minor equipment) as approved for use by the CONSULTANT. In no event shall the equipment allowance exceed the fair market value of the equipment. The rate on self-owned equipment used for periods of under one (1) week will be the Rental Rate Blue Book (as published by Dataquest, Inc.) monthly rate divided by twenty-two (22) days to establish a daily rate and divided again by eight (8) hours to establish an hourly rate. When the equipment is used for periods of five (5) days or more, forty-five percent (45%) of the published monthly rate will be used as the basis for the equipment billing rate. In the alternative, the CONSULTANT may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil and grease, etc. required for operation and maintenance will be paid for at the estimated operating cost per hour as listed in the Rental Rate Blue Book. When, in the opinion of the CONTRACTOR and as approved by the CONSULTANT, suitable

equipment is not available on the site, the moving of said equipment to and from the site will be paid for at actual cost.

Item 2 Equipment used by CONTRACTOR shall be specifically described and be of suitable size and suitable capacity required for work to be performed. In the event the CONTRACTOR elects to use equipment of a higher rental value than that suitable for the work, payment will be made at the rate applicable to the suitable equipment. The equipment actually used and the suitable equipment paid for will be recorded as a part of the record for force account work. The CONSULTANT shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversize or higher rate equipment the rate paid for the operator will likewise be that for the suitable equipment.

Item 3 In the event that a rate is not established in the Rental Rate Blue Book for a particular piece of equipment or plant, the CONSULTANT shall establish a rate for that piece of equipment or plant that is consistent with its costs and use. In no event shall the equipment allowance exceed the fair market value of the equipment.

(d) For purposes of the Actual Cost Method, CONTRACTOR's actual Overhead for the revised work will be added to his Labor and Material Costs; provided, however, that in no event shall OWNER be obligated to pay any Overhead in excess of ten percent (10%) of the sum of the actual Labor Cost and Material Cost as determined in accordance with subparagraphs (a) and (b) above. For purposes of this Article, Overhead shall be defined as all actual costs, charges and expenses, whether direct or indirect, associated with the revised work except as included in those items within the definitions of actual Labor Costs, actual Material Costs and actual Equipment Costs set forth in subparagraphs (a), (b), and (c) above. Overhead shall include, without limitation, the following items:

Item 1 Insurances;

Item 2 Bond costs;

Item 3 Field and office personnel including supervisors and assistants above the level of foreman;

Item 4 General office expenses;

Item 5 Home or corporate office expenses;

Item 6 Use of small tools and other minor equipment;

Item 7 Incidental job burdens or other indirect expenses.

(e) For purposes of the Actual Cost Method, CONTRACTOR's Profit for the revised work shall not exceed ten percent (10%) of the total of the Labor Costs, Material Costs and Overhead as defined in subparagraphs (a), (b) and (d) above. No percentage for overhead and profit will be allowed on equipment, payroll taxes, or the premium portion of overtime pay.

(f) Where the revised work is to be performed by a subcontractor:

(1) subcontractor's Overhead in the amount of five percent (5%) may be added to subcontractor's cost of Labor and Materials;

(2) subcontractor's profit in the amount of ten percent (10%) may be added to the total of subcontractor's Labor Cost, Material Cost and Overhead; and

(3) CONTRACTOR's Overhead and Profit combined in an amount not to exceed a total of five percent (5%) of subcontractor's total cost (labor, material, equipment, overhead and profit) may be added to subcontractor's total cost.



(g) In the event the Actual Cost Method is utilized, CONTRACTOR shall be responsible for submitting to the CONSULTANT daily reports of the cost of work performed. Such reports shall be submitted in a form satisfactory to the CONSULTANT and shall be promptly adjusted or corrected upon the direction of the CONSULTANT.

#### B. METHOD OF PAYMENT

After the value of the revised work has been determined by one of the Methods described herein, a Contract Change Order will be executed by OWNER and CONTRACTOR. Payment of any additional money, as provided for in any such Contract Change Order, shall be made in accordance with Articles 6 and 7 hereof.

#### C. DOCUMENTATION

CONTRACTOR shall provide OWNER and the CONSULTANT with any and all cost information and documentation requested by OWNER in connection with the submission by OWNER of any Contract Change Order for approval and/or funding by any federal, state or public agency or department.

### ARTICLE 6 - PROGRESS PAYMENTS

The OWNER shall make progress payments under this Contract as follows:

A. On not later than the fifth day of every month, the CONTRACTOR shall submit an approvable invoice covering the percentage of the total amount of the Contract which has been completed from the start of the project up to and including the last day of the preceding month, less any amount previously paid to the CONTRACTOR. Attached to said invoice shall be supporting documentation which may reasonably be required by the OWNER or the CONSULTANT.

B. Not later than the fifth day of the month following the submittal of an approvable invoice, the OWNER will make partial payment to the CONTRACTOR on the basis of a duly certified approved estimate of the work performed during the preceding period by the CONTRACTOR in accordance with the following terms:

(1) The OWNER shall retain five percent (5%) of the amount due on each invoice. The OWNER reserves the right to retain a greater percentage in the event the CONTRACTOR fails to make satisfactory progress or in the event there is other specific cause for greater withholding.

(2) Notwithstanding any of the amounts to be withheld in accordance with the paragraph set forth above or the General Conditions, the OWNER has the further right to withhold any amount necessary to satisfy any claims, liens or judgments against the CONTRACTOR and the subject project which have not been satisfactorily discharged.

(3) The OWNER hereby reserves the right to deduct from any monies due or to become due the CONTRACTOR any costs incurred by the OWNER arising out of this contract for the handling and/or processing of any liens, release of liens, restraining notices, garnishments, levies, summons, subpoenas or other documents, legal papers, suits or actions served upon or filed with the OWNER.

(4) At such time that the OWNER deems the project to be Complete, the amount retained shall be reduced below five percent (5%) to two percent (2%) of the total contract amount. In the event that the OWNER gives approval to allow any work (including punch list items) to be completed after the project completion date, the amount retained shall be increased to include two times the value of any remaining items of work to be completed, with the value determined by the OWNER.

C. No payment will be made for any materials or equipment until they are incorporated in the work; except, that partial payment may be made for the estimated value of the materials in short and/or critical supply (as verified by the OWNER) and materials specifically fabricated for the project, each as defined in the Contract, when delivered to the site or off site by the CONTRACTOR and suitably stored and secured as required by the OWNER.

D. All work covered by partial payments shall thereupon become the sole property of the OWNER, but this provision shall not be construed as relieving the CONTRACTOR from his sole responsibility for the care and

protection of work upon which payments have been made, of the restoration of any damaged work, or as waiver of the right of the OWNER to require the fulfillment of all the terms of the Contract.

E. Before any payments will be made under this Contract, the OWNER reserves the right to require the CONTRACTOR and all subcontractors to submit written verified statements, in satisfactory form, certifying in detail to the amounts then due and unpaid by such CONTRACTOR and its subcontractors to all laborers for daily or weekly wages on account of labor performed upon the work under this Contract, or to other persons for materials, equipment and supplies delivered at the site of the work. The term "laborers," as used herein, shall include workers and mechanics.

F. The CONTRACTOR must pay subcontractors for satisfactory performance of their contracts within seven (7) days from receipt of each payment that the OWNER makes to the CONTRACTOR. CONTRACTORS shall not withhold retainage from subcontractors. Documentation of all subcontractor payment amounts shall be submitted with payment requests.

#### ARTICLE 7 - ACCEPTANCE AND FINAL PAYMENT

A. Upon completion of the project, including submission of record drawings, release of liens, and any other documents or materials required to be submitted in accordance with other portions of the contract documents, the CONSULTANT shall make a final inspection for approval of all the work done under this contract and shall, within fifteen (15) days, prepare a certification to the OWNER regarding completion of the work done, the value thereof, and recommending acceptance of the contract. The OWNER shall, upon approval of this certificate, promptly pay the CONTRACTOR the entire sum so found due thereunder after deducting all previous payments and all percentages and amounts to be kept and retained under provisions of this contract, and shall notify the CONTRACTOR of acceptance and start of the guarantee.

B. Before issuance of the CONSULTANT's certification, the CONTRACTOR shall submit evidence satisfactory to the OWNER and CONSULTANT that all payrolls, material bills, and other indebtedness connected with the work have been paid.

C. The CONTRACTOR shall guarantee the work accomplished under this Contract for the Guarantee Period (as defined in the General Conditions) from the date the project is considered Complete by the OWNER. In the event that the OWNER gives approval to allow any work to be completed after the project completion date, the guarantee period for said work shall not begin until after it has been completed and accepted by the OWNER. The guarantee shall have the value of two percent (2%) of the final Contract amount during the Guarantee period. During the guarantee period, the retainage equal to two percent (2%) of the Contract amount shall be retained, provided, that CONTRACTOR shall be permitted to substitute for such retainage a letter of credit for the benefit of the OWNER in the aforementioned amount, which letter of credit shall be in a form acceptable to the County Attorney and shall be drawn on and payable at a bank in New York State.

D. Upon expiration of the guarantee period, the CONTRACTOR shall submit an invoice to the OWNER for final payment, which shall include any and all monies due the CONTRACTOR, including the amount withheld during the guarantee period. All prior partial payments shall be subject to correction in the final invoice and payment.

#### ARTICLE 8 - INSURANCE

This article supercedes "Section 2. Insurance" in the Standard Clauses for County Contracts referenced in Article 1.

A. The CONTRACTOR shall secure and maintain for the entire length of the Contract, including the guarantee period, insurance policies, protecting the CONTRACTOR and his Subcontractors, including their officers, officials, employees and agents, from claims for bodily injuries, death or property damage which may arise from operations under this Contract whether such operations be by himself or by any Subcontractor or anyone employed by them directly or indirectly. The following occurrence-based insurance policies with insurance companies authorized to do business in New York State are required:

- (1) Statutory New York State Worker's Compensation, including Employer's Liability [coverage (b)].
- (2) General Liability Insurance; occurrence form; single limits of liability \$1,000,000; aggregate

limits of Liability in a minimum amount of \$3,000,000. This coverage may be in the form of a single policy or a basic policy plus umbrella coverage. This coverage shall include CONTRACTOR's Protective Liability covering operations of Subcontractors and CONTRACTOR whose work encompasses storage of use of explosives shall provide evidence of blasting coverage. If any of the rating classifications embody property damage exclusions X (explosion), C (collapse) or U (underground), coverage eliminating such exclusions must be provided with same limits.

(3) Contractual Liability covering Hold Harmless Clause.

(4) Automobile Liability and Property Damage coverage for owned, non-owned, and hired vehicles. (Bodily Injury \$1,000,000 each person, \$1,000,000 each accident; Property Damage \$1,000,000 each accident), or a combined single limit policy of \$1,000,000 (bodily injury and property damage).

(5) All Risk Builders Risk or All Risk Installation Floater, as appropriate, in an amount equal to one hundred percent (100%) of the amount of the Contract, specifying the OWNER as Named Insured.

(6) CONTRACTOR whose Contract encompasses hazardous material work in any part shall provide a certificate evidencing insurance coverage of such work on an occurrence basis. Insurance policies excepting coverage for hazardous materials are not acceptable.

B. All insurance carriers for the policies of insurance required herein must carry an "A" or better BEST rating.

C. The County of Monroe and the OWNER if different than the County, its officers, officials, employees, agents and CONSULTANT must be named as an Additional Insured on the CONTRACTOR's General Liability and Automobile Liability policies, and on any Excess/Umbrella policies if required to meet the minimum liability thresholds. The policy(ies) must be endorsed by the insurance carrier to authorize the additional insured designations. The CONTRACTOR's coverage shall be specified as primary.

D. Certification of such insurance shall be filed with the OWNER and CONSULTANT prior to Contract signing and shall be subject to approval for adequacy of protection. Said certificates of insurance shall contain a thirty (30) day written notice of cancellation in favor of the OWNER. The evidence of coverage required therein shall be provided on the County's certificate form or an ACORD form.

E. The above outlined insurance requirements are the minimum during construction.

F. During the guarantee period, CONTRACTOR may furnish completed operations liability insurance in a minimum amount of \$1,000,000 each occurrence, \$3,000,000 aggregate in lieu of the coverage required by paragraph a. above. Prior to the release of the semi-final payment, the CONTRACTOR shall provide a certificate of insurance for this coverage which may not be canceled prior to the end of the guarantee period.

#### ARTICLE 9 - RIGHTS OF OWNER

OWNER'S failure to exercise any of its rights under this Contract, including its right to terminate the work or to withhold payment, shall not constitute a waiver by the OWNER of any such rights. No inference of waiver of any option or right of the OWNER shall be drawn from OWNER's failure to enforce such rights or CONTRACTOR's failure to complete any portion of the work in accordance with any interim date, final date or any other deadline agreed upon as part of the project construction schedule. CONTRACTOR shall remain liable for any damages arising from its failure to perform in accordance with the schedule, notwithstanding any action or failure to act by OWNER, including but not limited to any delay in or failure to: terminate the Contract; send any notice to the CONTRACTOR; or to take any action required or permitted by OWNER under this Contract.

#### ARTICLE 10 - DISPUTE RESOLUTION

In an effort to resolve any conflicts that arise during the construction of the PROJECT or following the completion of the PROJECT, the OWNER and the CONTRACTOR agree that all disputes between them arising out of or relating to this Contract shall first be submitted to non-binding mediation unless the parties mutually agree otherwise. After direction by the

CONSULTANT to proceed with the disputed work, and throughout the mediation procedures, the CONTRACTOR shall diligently proceed with the performance of the Contract and in accordance with all instructions of the CONSULTANT.

The OWNER and the CONTRACTOR further agree to include a similar mediation provision in all contracts with independent contractors, subcontractors and subconsultants retained for the project and to require all independent contractors, subcontractors and subconsultants also to include a similar mediation provision in all contracts with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those contracts.

*IN WITNESS THEREOF, Colleen D. Anderson, Purchasing Manager of the COUNTY OF MONROE, and vendor\_signatory, vendor\_signatory\_title of vendor\_name hereto have executed this Contract as of the day and year appearing opposite their respective signatures below. By electronically approving this Contract, both parties agree to all terms and conditions listed in this Contract, as well as all attachments included with the Contract.*

*IN WITNESS THEREOF, Adam J. Bello, County Executive of the COUNTY OF MONROE, and vendor\_signatory, vendor\_signatory\_title of vendor\_name hereto have executed this Contract as of the day and year appearing opposite their respective signatures below. By electronically approving this Contract, both parties agree to all terms and conditions listed in this Contract, as well as all attachments included with the Contract.*

Version 4.6.2016

**APPENDIX A**

**STANDARD CLAUSES FOR COUNTY CONTRACTS**

See Attached.

## **ATTACHMENTS**

### **BIDDING DOCUMENTS**

As indicated in Article 2, Scope of Work, of the Form of Agreement, the CONTRACTOR hereby agrees to perform the Scope of Work in accordance with the requirements and provisions of the following documents, which were supplied as part of the Bidding Documents. The following documents are hereby made a part of this Contract, if applicable to the services listed in Article 2 of this Contract. By electronically approving this contract, the Contractor agrees to all attachments included in this contract document, if applicable, as related to the terms and conditions listed in the Contract.

- (a) Drawings.
- (b) Notice to Bidders, Instructions to Bidders, and the Proposal.
- (c) Contract forms consisting of the Contract, Appendix A (Standard Clauses for County Contracts), and the bonds.
- (d) The General Conditions and Special Conditions.
- (e) The Technical Specifications.
- (f) Any supplemental information included with the Bidding Documents.
- (g) Any and all Addenda.

## **APPENDIX A**

### **STANDARD CLAUSES FOR COUNTY CONTRACTS**

The parties to the attached Agreement (hereinafter, "the Agreement") agree to be bound by the following clauses which are hereby made a part of the Agreement (the word "Contractor" herein refers to any party other than the County, whether a contractor, licensor, licensee, lessor, lessee or any other party):

#### **Section 1. AMENDMENTS**

This Agreement may be modified or amended only in writing duly executed by both parties. Any modification or amendment shall be attached to and become part of this Agreement. All notices concerning this Agreement shall be delivered in writing to the parties at the principal addresses as set forth above unless either party notifies the other of a change in address.

#### **Section 2. INSURANCE AND FAMILY LEAVE BENEFITS**

The Contractor will, at its own expense, procure and maintain a policy or policies of insurance during the term of this Agreement. The policy or policies of insurance required are standard Worker's Compensation and Disability Insurance, if required by law; professional liability and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of \$1,000,000 per occurrence, and \$3,000,000 aggregate coverage; automobile liability insurance in the amount of \$1,000,000 with a minimum of \$1,000,000 each occurrence, bodily injury, and property damage. Such coverage may be fulfilled via a combination of primary and excess or umbrella liability policies. Original certificates and endorsements evidencing such coverage shall be delivered to the County before final execution of this Agreement. The certificates shall indicate that such coverage will not be cancelled or amended in any way without thirty (30) days prior written notice to the County and original renewal certificates conforming to the requirements of this section shall be delivered to the County at least sixty (60) days prior to the expiration of such policy or policies of insurance. The Contractor's insurance shall provide for and name Monroe County as an additional insured. All policies shall insure the County for all claims arising out of the Agreement. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State or otherwise acceptable to the County.

If any required insurance coverage contain aggregate limits or apply to other operations of the Contractor, outside of those required by this Agreement, the Contractor shall provide Monroe County with prompt written notice of any incident, claims settlement, or judgment against that insurance which diminishes the protection of such insurance affords Monroe County. The Contractor shall further take immediate steps to restore such aggregate limits or shall provide other insurance protection for such aggregate limits.

The Contractor will also provide proof duly subscribed by an insurance carrier in a form satisfactory to the Chair of the Worker's Compensation Board that the payment of family leave benefits for all its employees required under New York law to receive such benefits has been secured.

#### **Section 3. INDEMNIFICATION**

The Contractor shall defend, indemnify and save harmless the County, its officers, agents, and employees from and against all liability, damages, costs or expenses, causes of actions, suits, judgments, losses, and claims of every name not described, including attorneys' fees and disbursements, brought against the County which may arise, be sustained, or occasioned directly or indirectly by any person, firm or corporation arising out of or resulting from the performance of the services by the Contractor, its

employees, agents or subcontractors, the provision of any products by the Contractor, its employees, agents or subcontractors, arising from any act, omission or negligence of the Contractor, its employees, agents or subcontractors, or arising from any breach or default by the Contractor, its employees, agents or subcontractors under the Agreement. Nothing herein is intended to relieve the County from its own negligence or misfeasance or to assume any such liability for the County by the Contractor.

#### **Section 4. INDEPENDENT CONTRACTOR**

For the purpose of this Agreement, the Contractor is and shall in all respects be considered an independent contractor. The Contractor, its individual members, directors, officers, employees and agents are not and shall not hold themselves out as, nor claim to be, an officer or employee of Monroe County nor make claim to any rights accruing thereto, including, but not limited to, Worker's Compensation, unemployment benefits, Social Security or retirement plan membership or credit.

The Contractor shall have the direct and sole responsibility for the following: payment of wages and other compensation; reimbursement of the Contractor's employees' expenses; compliance with Federal, state and local tax withholding requirements pertaining to income taxes, Worker's Compensation, Social Security, unemployment and other insurance or other statutory withholding requirements; and all obligations imposed on the employer of personnel. The County shall have no responsibility for any of the incidences of employment.

#### **Section 5. EXECUTORY NATURE OF CONTRACT**

This Agreement shall be deemed executory only to the extent of the funding available and the County shall not incur any liability beyond the funds annually budgeted therefor. The County may make reductions in this Agreement for the loss/reduction in State Aid or other sources of revenues. If this occurs, the Contractor's obligations regarding the services provided under this Agreement may be reduced correspondingly.

#### **Section 6. NO ASSIGNMENT WITHOUT CONSENT**

The Contractor shall not, in whole or in part, assign, transfer, convey, sublet, mortgage, pledge, hypothecate, grant any security interest in, or otherwise dispose of this Agreement or any of its right, title or interest herein or its power to execute the Agreement, or any part thereof to any person or entity without the prior written consent of the County.

#### **Section 7. FEDERAL SINGLE AUDIT ACT**

In the event the Contractor is a recipient through this Agreement, directly or indirectly, of any funds of or from the United States Government, Contractor agrees to comply fully with the terms and requirements of Federal Single Audit Act [Title 31 United States Code, Chapter 75], as amended from time to time. The Contractor shall comply with all requirements stated in "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (Uniform Grant Guidance) Subpart F and such other circulars, interpretations, opinions, rules or regulations that may be issued in connection with the Federal Single Audit Act.

If on a cumulative basis the Contractor expends Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) or more in federal funds in any fiscal year, it shall cause to have a single audit conducted, the Data Collection Form (defined in Federal Office of Management and Budget Uniform Grant Guidance) shall be submitted to the County; however, if there are findings or questioned costs related to the program that is federally funded by the County, the Contractor shall submit the complete reporting package (defined in Federal Office of Management and Budget Uniform Grant Guidance) to the County.



If on a cumulative basis the Contractor expends less than Seven Hundred and Fifty Thousand and no/100 Dollars (\$750,000.00) in federal funds in any fiscal year, it shall retain all documents relating to the federal programs for three (3) years after the close of the Contractor's fiscal year in which any payment was received from such federal programs.

All required documents must be submitted within nine (9) months of the close of the Contractor's fiscal year end to:

Monroe County Internal Audit Unit  
303 County Office Building  
39 West Main Street  
Rochester, New York 14614

The Contractor shall, upon request of the County, provide the County such documentation, records, information and data and response to such inquiries as the County may deem necessary or appropriate and shall fully cooperate with internal and/or independent auditors designated by the County and permit such auditors to have access to, examine and copy all records, documents, reports and financial statements as the County deems necessary to assure or monitor payments to the Contractor under this Agreement.

The County's right of inspection and audit pursuant to this Agreement shall survive the payment of monies due to Contractor and shall remain in full force and effect for a period of three (3) years after the close of the Contractor's fiscal year in which any funds or payment was received from the County under this Agreement.

#### **Section 8. RIGHT TO INSPECT**

Designated representatives of the County shall have the right to monitor the provision of services under this Agreement which includes having access, at reasonable times and places, to the Contractor's employees, reports, books, records, audits and any other material relating to the delivery of such services. The Contractor agrees to maintain and retain all pertinent records related to this Agreement for a period of ten (10) years after final payment. Contractor may retain all pertinent records in electronic format provided written notice is provided to the County that such method will be used. Retention of electronic records shall be for a period of ten (10) years after final payment.

#### **Section 9. NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITY GROUP MEMBERS AND WOMEN**

a. The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status, and will undertake or continue taking steps to ensure that minority group members and women are afforded equal employment opportunities without discrimination, including but not limited to recruitment, employment, job assignments, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

b. At the request of the County, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

c. The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance

of the County contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, or marital status.

d. The Contractor shall include the provisions of Subsections a. through c. of this Section 9 in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to all work done in connection with the County contract.

e. In accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor further agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall, by reason of race, creed, color, disability, sex, or national origin: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it, its subcontractors, nor any person acting on behalf of the Contractor or its subcontractor, shall by reason of race, creed, color, national origin, age, sex or disability: (1) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (2) discriminate against or intimidate any employee hired for the performance of work under this contract. In addition to all other rights and remedies under law and in equity, the Contractor shall be subject to penalties by the County of \$50.00 per person per day for any violation of Section 220-e and/or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

## **Section 10. CONTRACTOR QUALIFIED, LICENSED, ETC.**

The Contractor represents and warrants to the County that it and its employees is duly and fully qualified under the laws of the state of its incorporation and of the State of New York, to undertake the activities and obligations set forth in this Agreement, that it possesses as of the date of its execution of this Agreement, and it will maintain throughout the term hereof, all necessary approvals, consents and licenses from all applicable government agencies and authority and that it has taken and secured all necessary board of directors and shareholders action and approval.

## **Section 11. CONFIDENTIAL INFORMATION**

a. For the purpose of this Agreement, “Confidential Information” shall mean information or material proprietary to the County or designated as “Confidential Information” by the County, and not generally known by non-County personnel, which Contractor may obtain knowledge of or access to as a result of a contract for services with the County. The Confidential Information includes, without limitation, the following types of information or other information of a similar nature (whether or not reduced to writing): methods of doing business, computer programs, computer network operations and security, finances and other confidential and proprietary information belonging to the County. Confidential Information also includes any information described above which the County obtained from another party which the County treats as proprietary or designates as Confidential Information, whether or not owned or developed by the County. Information publicly known and that is generally employed by the trade at the time that Contractor learns of such information or knowledge shall not be deemed part of the Confidential Information.

### **1. Scope of Use**

a. Contractor shall not, without prior authorization from the County, acquire, use or

copy, in whole or in part, any Confidential Information.

- b. Contractor shall not disclose, provide or otherwise make available, in whole or in part, the Confidential Information other than to those employees of Contractor who have executed a confidentiality agreement with the County, have a need to know such Confidential Information, and who have been authorized to receive such Confidential Information.
- c. Contractor shall not remove or cause to be removed, in whole or in part, from County facilities, any Confidential Information, without the prior written permission of the County.
- d. Contractor shall take all appropriate action, whether by instruction, agreement or otherwise, to insure the protection, confidentiality and security of the Confidential Information and to satisfy its obligations under this Confidentiality Agreement.

## **2. Nature of Obligation**

Contractor acknowledges that the County, because of the unique nature of the Confidential Information, would suffer irreparable harm in the event that Contractor breaches its obligation under this Agreement in that monetary damages would be inadequate to compensate the County for such a breach. The parties agree that in such circumstances, the County shall be entitled, in addition to monetary relief, to injunctive relief as may be necessary to restrain any continuing or further breach by Contractor, without showing or proving any actual damages sustained by the County.

## **3. Freedom of Information Law**

This subsection a(3) of Section 11 shall apply only after written notice by the Contractor that certain information provided to the County is Contractor's Confidential Information. In the event that the County or any of the County's members, officers, agents or representatives is requested or required (by oral question, interrogatory, request for information or document in a legal proceeding, subpoena, civil investigative demand or other similar process) to disclose any Confidential Information relative to Contractor, the County shall provide Contractor with prompt written notice of any such request or requirement so that Contractor may seek a protective order or other appropriate remedy and/or waive compliance with this provision of the Agreement. Furthermore, in recognition of the fact that the County is subject to laws requiring disclosure of public documents, including the Freedom of Information Law ("FOIL"), the parties agree that in the event that the County receives a request or order for the release of Contractor's Confidential Information, the County shall provide Contractor with prompt notice thereof so that Contractor may seek a protective order or other appropriate remedy prior to such disclosure, if Contractor chooses to do so. If, in the absence of a protective order or waiver from Contractor, the County is nonetheless, in the opinion of the County Attorney and after consultation with Contractor, compelled to disclose some portion of the Contractor's confidential information, the County may disclose such information to such person without penalty under the terms of this Agreement and shall immediately advise Contractor of such disclosure.

## **Section 12. FEDERAL, STATE AND LOCAL LAW AND REGULATORY COMPLIANCE**

a. Notwithstanding any other provision in this Agreement, the Contractor remains responsible for ensuring that any service(s) provided pursuant to this Agreement complies with all pertinent provisions, including but not limited to any and all reporting requirements, of Federal, State and local statutes, rules and regulations, including without limitation, Title VI of the Civil Rights Act of 1964 (CRA Title VI), Federal Executive Order 13166, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act (ADA).

b. The Contractor is responsible for ensuring compliance with New York State Labor Law Section 201-g and Executive Law Section 296-d. Upon request by the County, the Contractor shall provide evidence of compliance with the sexual harassment training required under Labor Law Section 201-g for all its employees performing work under this Agreement.

c. To the extent that State-funds/State-authorized payments (SF/SAP) received are used to pay for program services by covered providers, any subcontractors or sub-awardees shall be made aware of the provisions of the regulations of 9 NYCRR Part 6157 - "Limits on Administrative Expenses and Executive Compensation". Additionally, Contractor and any subcontractors shall review as appropriate Executive Order No. 38, which can be located at <http://executiveorder38.ny.gov>.

### **Section 13. EQUAL PAY CERTIFICATION**

Prior to the execution of this Agreement, the Contractor shall submit to the County an Equal Pay Certification ("Certification") affirming the Contractor's compliance with the Federal Equal Pay Act, 29 USC § 206 and New York State Labor Law §194, as amended from time to time ("Equal Pay Laws"). As set forth in the Certification, the Contractor's violation of one or more of the Equal Pay Laws or its filing of a false or misleading Certification during the term of this Agreement may constitute grounds for the County in its sole discretion to immediately terminate the Agreement and for determining the Contractor to be not qualified to participate in future Monroe County contracts.

### **Section 14. LAW**

This Agreement shall be governed by and under the laws of the State of New York without regard or reference to its conflict of law principles. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be the County of Monroe, New York.

### **Section 15. NO-WAIVER**

In the event that the terms and conditions of this Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

### **Section 16. SEVERABILITY**

If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.

## **Section 17. TITLE TO WORK**

a. The title to all work performed by the Contractor and any unused materials or machinery purchased by the Contractor with funds provided by the County in order to accomplish the work hereunder shall become legally vested to the County upon the completion of the work required under this Agreement. The Contractor shall obtain from any subcontractors and shall transfer, assign, and/or convey to Monroe County all exclusive, irrevocable, or other rights to all work performed under this Agreement, including, but not limited to trademark and/or service mark rights, copyrights, publication rights, distribution rights, rights of reproduction, and royalties.

b. No information relative to this Agreement shall be released by the Contractor or its employees for publication, advertising or for any other purpose without the prior written approval of the County. The Contractor hereby acknowledges that programs described herein are supported by this Agreement by the County and the Contractor agrees to state this fact in any and all publicity, publications and/or public information releases.

## **Section 18. WAGE AND HOURS PROVISIONS**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the County of any County approved sums due and owing for work done upon the project.

## **Section 19. STATE FINANCE LAW PROVISIONS**

a. In accordance with Section 139-d of the State Finance Law, if this Agreement was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

b. To the extent this Agreement is a "procurement contract" as defined by State Finance Law Sections 139-j and 139-k, by signing this Agreement the Contractor certifies and affirms that all disclosures made in accordance with State Finance Law Sections 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the County may terminate this Agreement by providing written notification to the Contractor in accordance with the terms of the Agreement.

## **Section 20. MISCELLANEOUS**

a. The Contractor agrees to comply with all confidentiality and access to information requirements in Federal, State and local laws and regulations.

b. This Agreement constitutes the entire agreement between the County and the

Contractor and supersedes any and all prior agreements between the parties hereto for the services herein to be provided.

c. Attached to this Agreement and incorporated herein is the Certification Regarding Debarment, Suspension and Responsibility/Certification Regarding Monroe County Procurement Policy and Consequences for Violation.

d. The Contractor agrees that this Agreement may be made available to the public and searchable online in a digital format.

**-----END OF PAGE-----**



PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "Principal") and

\_\_\_\_\_  
\_\_\_\_\_

(hereinafter called the "Surety") are held and firmly bound to  
\_\_\_\_\_ (hereinafter called the "OWNER") in the  
full and just sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_) good and lawful money of the United States of America, for the payment of which  
sum of money, well and truly to be made and done, the Principal binds himself, his heirs, executors,  
administrators and assignees and the Surety binds itself, its successors and assignees, jointly and severally,  
firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract bearing the date on the  
day of \_\_\_\_\_, \_\_\_\_\_ with the OWNER for:  
\_\_\_\_\_ a copy of  
which Contract is annexed to and hereby made part of this bond as though herein set forth in full; and

WHEREAS, Surety is authorized to do business in the State of New York and is familiar with the  
terms of the Contract;

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his or its  
representatives or assigns, shall well and faithfully comply with and perform all the terms, covenants and  
conditions of said Contract or his (their, its) part to be kept and performed and all modifications,  
amendments, additions and alterations thereto that may hereafter be made, according to the true intent  
and meaning of said Contract, including repair and/or replacement of defective work and guarantees of  
maintenance for the periods stated in the Contract, and shall fully indemnify and save harmless the  
OWNER from all cost and damage which it may suffer by reason of failure so to do, and shall fully  
reimburse and repay the OWNER for all outlay and expense which the OWNER may incur in making  
good any such default, and shall protect the said OWNER against, and pay any and all amounts, damages,  
costs and judgments which may or shall be recovered against said OWNER or its officers or agents or  
which the said OWNER may be called upon to pay to any person or corporation by reason of any damages  
arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of  
doing the same, or the neglect of the said Principal, or his (their, its) agents or servants, or the improper  
performance of the said work by the said Principal, or his (their, its) agents or servants, or the infringement  
of any patent or patent rights by reason of the use of any materials furnished or work done as aforesaid or  
otherwise, then this obligation shall be null and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, the Surety, for value received, hereby stipulates and agrees, if  
requested to do so by the OWNER, to fully perform and complete the work mentioned and described in  
said contract, pursuant to the terms, conditions, and covenants thereof, if for any cause the Principal fails  
or neglects to so fully perform and complete such work and the Surety further agrees to commence such  
work of completion within ten (10) calendar days after written notice thereof from the OWNER and to  
complete such work within ten (10) calendar days from the expiration of the time allowed the Principal in

the Contract for the completion thereof; and further

PROVIDED, HOWEVER, the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by an extension of time, modification, omission, addition, or change in or to the said Contract or the work to be performed thereunder, or by any payment thereunder before the time required herein, or by any waiver of any provisions thereof, or by any assignment, sub-letting or other transfer of any work to be performed or any monies due or to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts and transfers and hereby expressly stipulates and agrees that any and all things done and omitted to be done by and in relation to assignees, subcontractors, and other transferees shall have the same effect as to said Surety as though done or omitted to be done by or in relation to the Principal.

PROVIDED, HOWEVER, the Surety Company must append statement of it's financial condition and a copy of the resolution authorizing the execution of bonds by officers of the Company.

IN WITNESS WHEREOF, the Principal has hereunto set his (their, its) hand and seal and the Surety has caused this instrument to be signed by its \_\_\_\_\_, and its Corporate Seal to be hereunto affixed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Principal

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

(If Corporation add  
Seal and Attestation)

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Surety

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

(Add Corporate Seal)

Attest: \_\_\_\_\_



(ACKNOWLEDGEMENT BY PRINCIPAL, UNLESS IT BE A CORPORATION)

STATE OF NEW YORK:

SS:

MONROE COUNTY:

On this \_\_ day of \_\_\_\_\_, \_\_\_, before me personally came \_\_\_\_\_ me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

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

(ACKNOWLEDGEMENT BY PRINCIPAL, IF A CORPORATION)

STATE OF NEW YORK:

SS:

MONROE COUNTY:

On this \_\_ day of \_\_\_\_\_, \_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described in and which executed the foregoing instrument; that he/she knows the Seal of said Corporation; that the Seal affixed to said instrument is such Corporate Seal; that it was so affixed by the order of the Board of Directors of said Corporation and that he/she executed the same by like order.

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

(ACKNOWLEDGEMENT BY SURETY COMPANY)

STATE OF NEW YORK:

SS:

MONROE COUNTY:

On this \_\_ day of \_\_\_\_\_, \_\_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described herein and which executed the foregoing instrument; that he/she knows the Seal of said Corporation; that the Seal affixed to said instrument is such Corporate Seal; that it was so affixed by the order of the Board of Directors of said Corporation and that he/she executed the same by like order; and that the liabilities of the Surety Company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

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



**LABOR AND MATERIAL BOND**

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the "Principal") and  
\_\_\_\_\_  
\_\_\_\_\_ (hereinafter called the "Surety") are held and firmly bound to  
\_\_\_\_\_ (hereinafter  
called the "OWNER") in the full and just sum of  
\_\_\_\_\_ Dollars, (\$\_\_\_\_\_) good and lawful money of the United States of America,  
for the payment of which sum of money, well and truly to be made and done, the Principal binds itself, its  
heirs, executors, administrators, successors and assigns and the Surety binds itself, its successors and  
assigns jointly and severally firmly by these presents:

WHEREAS, the Principal has entered into a certain written Contract bearing the date on the  
day of \_\_\_\_\_, \_\_\_\_\_, with the OWNER for the  
\_\_\_\_\_, a copy of which Contract is annexed to and  
hereby made part of this Bond as though herein set forth in full; and

WHEREAS, the Surety is authorized to do business in the State of New York and is familiar with  
the terms of the Contract; and

WHEREAS, the OWNER has required this Bond guaranteeing prompt payment of monies due to  
all persons furnishing the Principal or any subcontractor of the Principal with labor or materials in the  
prosecution of the work provided in such Contract;

NOW, THEREFORE, the condition of the foregoing obligation is such that if the  
Principal shall promptly pay all monies due to all persons furnishing the Principal or any subcontractor of  
the Principal with labor or materials in the prosecution of the Contract, then this obligation shall be null  
and void, otherwise to remain in full force and effect;

PROVIDED, HOWEVER, that the Surety for value received, hereby stipulates and agrees that  
no change, extension, alteration or addition to the terms of the said Contract shall in any way affect its  
obligation under this Bond, and it does hereby waive notice of any such change, extension, alteration or  
addition; and further

PROVIDED, HOWEVER, that the place of trial of any action on this Bond shall be in the  
County in which the said Contract was to be performed, or if said Contract was to be performed in more  
than one County, then in any such County, and not elsewhere; and further

PROVIDED, HOWEVER, that this Bond shall be enforceable in accordance with the terms and  
provisions of Section 137 of the State Finance Law.

IN WITNESS WHEREOF, the Principal has hereunto set its hand and seal and the Surety has caused this instrument to be signed by its \_\_\_\_\_, and its Corporate Seal to be hereunto affixed this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_.

\_\_\_\_\_  
Principal

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

(If Corporation add  
Seal and Attestation)

Attest: \_\_\_\_\_  
Secretary

\_\_\_\_\_  
Surety

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

(Add Corporate Seal)

Attest: \_\_\_\_\_

(ACKNOWLEDGEMENT BY PRINCIPAL, UNLESS IT BE A CORPORATION)

STATE OF NEW YORK:

SS:

MONROE COUNTY:

On this \_\_ day of \_\_\_\_\_, \_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument and acknowledged that he/she executed the same.

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

(ACKNOWLEDGEMENT BY PRINCIPAL, IF A CORPORATION)

STATE OF NEW YORK:

SS.

MONROE COUNTY:

On this \_\_ day \_\_\_\_\_, \_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described in and which executed the foregoing instrument; that he/she knows the Seal of said Corporation; that the Seal affixed to said instrument is such Corporate Seal; that it was so affixed by the order of the Board of Directors of said Corporation and that he/she executed the same by like order.

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

(ACKNOWLEDGEMENT BY SURETY COMPANY)

STATE OF NEW YORK:

SS:

MONROE COUNTY:

On this \_\_ day of \_\_\_\_\_, \_\_, before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_, that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described in and which executed the within instrument he/she knows the Seal of said Corporation; that the Seal affixed to said instrument is such Corporate Seal; that it was so affixed by the order of the Board of Directors of said Corporation and that he/she executed the same by like order; and that the liabilities of the Surety Company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

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



**CONTRACTOR'S CERTIFICATION OF PROPOSED SUBCONTRACTORS**

**PROJECT:** \_\_\_\_\_

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

The undersigned certifies that none of the subcontractors identified below are listed on the New York State Department of Labor Bureau of Public Work Debarment List.

<b>Subcontractor Name, NYS DOL Cert. No. &amp; Address</b>	<b>Contact Information</b>	<b>Scope of Work</b>

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

**Name of Contractor (Print):** \_\_\_\_\_

**By (Print Name/Signature):** \_\_\_\_\_

**Title (Print):** \_\_\_\_\_





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# GENERAL CONDITIONS OF THE CONTRACT

## GENERAL

### 1. INTRODUCTION

The purpose of these General Conditions of the Contract is to set forth the general manner under which the OWNER, CONTRACTOR and CONSULTANT will execute the Contract. The provisions of the Special Conditions of the Contract may modify specific requirements of the General Conditions as hereinafter stated.

### 2. DEFINITIONS

- a. The Contract Documents consist of the Notice to Bidders, Instructions to Bidders, Proposal, Bid Guaranty, Agreement, Appendix A (Standard Clauses for County Contracts), Performance and Labor and Material Bonds, the General Conditions, the Special Conditions, the Drawings and Specifications, including all modifications thereof incorporated in the Documents before their execution; these form the Contract.

The term "Modification" and "Amendment" shall both be understood to refer to changes to the contract that are required for the project, and approved by both parties' agreement.

- b. The OWNER, the CONTRACTOR and the CONSULTANT are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of singular number and masculine gender.
- c. A "subcontractor" is any company or individual who contracts with a prime contractor, or higher level subcontractor, to perform a portion of the "work," whether such "work" is performed on the OWNER's construction site, or at an off-site facility. Such "work" includes repair of equipment as called for in the contract documents.
- d. A "supplier" is any company or individual who provides materials or equipment, including that fabricated to a special design, to a contractor or subcontractor, but who does not perform labor at the site.
- e. The term "work" shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract.
- f. The term "Force Account" shall be understood to mean extra work ordered where agreed prices cannot be readily established or substantiated and shall be valued by the Actual Cost Method of Article 5 of the Agreement.
- g. The project shall be considered "Complete" when the OWNER determines that all work is complete (including all punch list items), and the CONTRACTOR has submitted the record drawings, O & M manuals, release of liens and any other documents/materials required to be submitted in other provisions of the Contract Documents.
- h. The "CONSULTANT's certification" is the CONSULTANT's written certification to the OWNER, including the date for the start of the guarantee period.
- i. Final Payment - The final payment shall be made upon the expiration of the guarantee period, or upon the completion of any work to be performed during the guarantee period, whichever time is later.
- j. The term "Certified Business" shall have the same meaning as set forth in § 26-4 of the Monroe County Code.

- k. The term “MBE” shall have the same meaning as “Minority-Owned Business Enterprise” set forth in § 26-4 of the Monroe County Code.
- l. The term “WBE” shall have the same meaning as “Women-Owned Business Enterprise” set forth in § 26-4 of the Monroe County Code.
- m. The term “SDVOB” shall have the same meaning as a certified “Service-Disabled Veteran-Owned Business” as defined in New York Codes, Rules and Regulations Part 252 Service-Disabled Veteran-Owned Business Enterprise Program (9 CRR-NY 252.1(e)).

3. INTENT OF DOCUMENTS AND INSTRUCTIONS

- a. The Specifications, Drawings and any instructions as set forth herein are complementary, are intended to provide for, and include everything necessary for, the proper and orderly execution and completion of the work. Any work shown on the Drawings for which there are no particular specifications, or the omission from both Drawings and Specifications of express reference to any work which obviously was intended under the Contract, shall not excuse or relieve the CONTRACTOR or subcontractor from furnishing the same. Work or materials described in words which have a generally accepted technical or trade meaning, shall be interpreted by such customary and recognized standard meaning.
- b. Wherever the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used in the Specifications or on the Drawings, it shall be understood that the direction, requirement, permission, order, designation, and prescription of the CONSULTANT is intended. Similarly, the words "approved", "acceptable", "satisfactory", and words of like import shall mean approved by, acceptable to, and satisfactory to the CONSULTANT, unless otherwise expressly stated.
- c. Written notice shall be deemed to have been given if delivered in person to the individual or to a member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at or sent by first-class mail, overnight delivery, or facsimile to the last known business address.
- d. All time limits stated in the Contract Documents are of the essence.

4. MODIFICATIONS

- a. No oral statement of any person whosoever shall in any manner or degree modify or otherwise affect the terms of this Contract.
- b. The results of any previous negotiation, agreement or understanding, whether oral or in writing, have been incorporated in the Contract Documents and such Documents contain the full intent of the parties.
- c. All directives to the CONTRACTOR shall be issued by the CONSULTANT unless otherwise specified in these Contract Documents. All directives from other interested parties shall be issued through the CONSULTANT except in the event of an emergency when the CONSULTANT is not available. All inquiries by the CONTRACTOR shall be directed to the CONSULTANT.

5. CONTRACT DRAWINGS AND SPECIFICATIONS

- a. The CONTRACTOR will be furnished without charge, three sets of Contract Drawings, all on paper, and three sets of Specifications. Any additional sets of Drawings and Specifications which the CONTRACTOR may require, will be furnished at cost of reproduction and handling.

- b. All deviations from the Drawings and Specifications proposed by the CONTRACTOR for any reason whatsoever, whether prior to or during construction, shall be by written request to the CONSULTANT. Such requests shall be accompanied by complete drawings, details, and specifications covering the proposed work, all prepared under the supervision of a Professional Engineer or Architect licensed by the State of New York and subject to the approval of the CONSULTANT at the expense of the CONTRACTOR.

6. ERRORS AND OMISSIONS

The drawings and specifications are intended to show as clearly as is practical the work required to be done. However, the CONTRACTOR must recognize that construction details can not always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of the work involved. Work must be carried out by the CONTRACTOR to meet these field conditions to the satisfaction of the CONSULTANT.

The CONTRACTOR shall not take advantage of any apparent errors or omissions in the drawings or specifications. In the event the CONTRACTOR discovers an error or omission, he shall immediately notify the CONSULTANT. In no case shall the CONTRACTOR proceed with the work in uncertainty. Any work done by the CONTRACTOR after the discovery of any error or omission, until authorized, will be at the CONTRACTOR's risk and responsibility. The work is to be made complete and to the satisfaction of the CONSULTANT notwithstanding any error or omission in the specifications or on the drawings.

7. CONFLICTS AND DISCREPANCIES (ORDER OF PRECEDENCE)

The contract documents are complementary; what is called for in one is as binding as if called for in all. If the CONTRACTOR finds a conflict or discrepancy in the contract documents, it should be called to the attention of the CONSULTANT in writing before proceeding with the work affected thereby. In resolving such conflicts and discrepancies, the documents should be given preference in the following order:

- a. Agreement
- b. Appendix A
- c. Change Orders
- d. Specifications
- e. Drawings
- f. Other materials included in the bid documents (e.g. geotechnical reports)

Within the specifications, the order of precedence is as follows (note that not all elements listed are included in all contract documents):

- a. Addenda
- b. Special Conditions
- c. Special Notes
- d. Notice to Bidders
- e. Instructions to Bidders
- f. Proposal
- g. Bid Bond
- h. Performance and Labor and Material Bonds
- i. General Conditions
- j. Technical Specifications
- k. Standard Specifications (e.g. NYSDOT Standard Specifications)
- l. Requirements of other agencies (e.g. FAA Advisories)

With reference to the drawings, the order of precedence is as follows:

- a. Figures govern over scaled dimensions
- b. Detail drawings govern over general drawings
- c. Change order drawings govern over contract drawings
- d. Contract drawings govern over standard drawings
- e. Contract drawings govern over shop drawings

In no case shall the CONTRACTOR proceed with the Work in uncertainty. Any Work done by the CONTRACTOR after the discovery of any conflict or discrepancy, until authorized, will be at the CONTRACTOR'S risk and responsibility. The Work is to be made compete and to the satisfaction of the CONSULTANT not withstanding any conflict or discrepancy in the specifications or on the drawings.

8. INDUSTRY STANDARDS, CODES AND SPECIFICATIONS

- a. Wherever reference is made to any published standards, codes, or standard specifications, it shall mean the latest standard code, specification or tentative specification of the technical society, organization or body referred to, which is in effect at the date of invitation for bids. Where specified articles, sections, paragraphs or other subdivisions of the referenced publications are not stated, the referenced publication shall apply in full. Where a date is indicated for a standard, code, or standard specification, the latest or most recent revision in effect at the date of invitation to bids shall apply.
- b. The following is a partial list of typical abbreviations which may be used in the Specifications and the organizations to which they refer:

AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
AGA	American Gas Association
AIA	American Institute of Architects
AISC	American Institute of Steel Construction
ANSI	American National Standards Institute
API	American Petroleum Institute
ASTM	American Society for Testing and Materials
AWS	American Welding Society
AWWA	American Water Works Association
Fed. Spec.	Federal Specifications
NEC	National Electric Code
NEMA	National Electrical Manufacturers Association
NACC	North American Contractor Certification
OSHA	Occupational Safety and Health Administration
- c. The CONTRACTOR shall, when required, furnish evidence satisfactory to the CONSULTANT that materials and methods are in accordance with such standards where so specified. Such Standards, Codes, and Specifications shall be construed to be the minimum requirements of the Contract Documents.

9. RECORD DRAWINGS

- a. The CONTRACTOR will be provided one (1) set of construction drawings by the OWNER in the addition to those provided under Paragraph 5 of these General Conditions for the sole purpose of recording as-built conditions.



- b. The CONTRACTOR shall perform all survey work required for the location and construction of the work and to record information necessary for completion of the record drawings. Record drawings shall show the actual location of the constructed facilities in the same manner as was shown on the bid drawings. All elevations and dimensions shown on the drawings shall be verified or corrected so as to provide a complete and accurate record of the facilities as constructed.
- c. It shall be the responsibility of the CONTRACTOR to mark each sheet of the non-reproducible drawings in red pencil and record thereon in a legible manner, heretofore known as red line drawings, any and all approved field changes and conditions as they occur. A complete file of approved field sketches, diagrams, and other approved changes shall also be maintained and attached to the red line set of contract drawings. The red line drawings shall be reviewed by the CONSULTANT for accuracy as often as deemed necessary by the CONSULTANT. Errors or omissions that are identified shall be promptly corrected. The CONSULTANT may withhold the monthly progress payment request until the red line drawings have been updated by the CONTRACTOR. At the completion of the work, each sheet of the red line drawings, plus all approved field sketches and diagrams shall be certified by the CONTRACTOR(s) Project Manager as reflecting the as built conditions of the work. The CONTRACTOR shall thereafter submit to the CONSULTANT the original red line drawings, referenced in paragraph a. above, for approval prior to release of any retainage and establishing the value of the work.
- d. The CONSULTANT shall then record all approved field changes and conditions on the reproducible record drawings. Each sheet shall be signed by the CONSULTANT and certified reflecting "as-built" conditions by a licensed engineer, architect, landscape architect, or surveyor, as appropriate, employed by the CONSULTANT.

10. MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES and SERVICE-DISABLED VETERAN-OWNED BUSINESSES

CONTRACTOR shall use best efforts to meet the participation goals for MBE and WBE Certified Businesses, and Service-Disabled Veteran-Owned Businesses specified in the section titled "Minority and Women's Business Enterprise and Service-Disabled Veteran-Owned Business Utilization Requirements."

### ADMINISTRATIVE PROVISIONS

11. SURETY BONDS

The CONTRACTOR shall furnish, pay for, and maintain until final acceptance, surety bonds each in an amount at least equal to one hundred percent (100%) of the Contract price as security for the faithful performance of the Contract and for the payment to all persons performing labor and furnishing materials in connection with the Contract. The surety bonds must be in the forms provided by the OWNER in the bid specification and be furnished by a surety company licensed to do business in the State of New York as a surety. Attorneys-in-fact who sign bonds must file with each bond a certified copy of their power of attorney to sign said bonds. Failure to supply satisfactory bonds within ten (10) calendar days after the date of the Notice of Award may result in cancellation of award and forfeiture of CONTRACTOR'S bid security.

12. INSURANCE

The CONTRACTOR shall furnish the insurance described in the Agreement and Appendix A (Standard Clauses for County Contracts). Within ten (10) calendar days of the Notice of Award, the CONTRACTOR shall furnish to the OWNER a certificate or certificates of insurance in a form satisfactory to the Monroe County Attorney, which certificate or certificates evidence the existence of the required insurance coverage and that the OWNER has been named as an additional insured. Failure to supply a satisfactory certificate within ten (10) calendar days after the date of the Notice of Award may result in cancellation of award and forfeiture of CONTRACTOR'S bid security.

13. ROYALTIES AND PATENTS

The CONTRACTOR shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the OWNER harmless from loss on account thereof.

14. PERMITS, LAWS, TAXES

- a. The CONTRACTOR shall comply with all Federal, State and Local laws, regulations and ordinances affecting the work, and shall give proper public authorities all requisite notice in connection with the work, and, at his own expense, shall obtain and pay for all necessary licenses, permits, etc. except as specified in the Special Conditions. The CONTRACTOR shall be solely responsible for any damage resulting from his neglect to obey all laws, regulations, rules and ordinances. In the event he performs any work called for by the Specifications or Drawings, knowing it to be contrary to such laws, regulations, rules and ordinances, and without notifying the CONSULTANT, in writing, and obtaining written consent to proceed, he shall bear all costs and damages arising therefrom.
- b. The CONTRACTOR shall pay all non-exempt taxes applicable to the work and materials supplied under this Contract, it being understood that in no case shall any such tax be borne by the OWNER.
- c. The CONTRACTOR shall comply with the Department of Labor safety and health regulations for construction promulgated under the Occupational Safety and Health Act of 1970 and under Section 107 of the Contract Work Hours and Safety Standards Act. Nothing in the Act shall be construed to supersede or in any manner affect any worker's compensation law or to enlarge or diminish or effect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.
- d. The CONTRACTOR and its subcontractors shall comply with the requirements of Article 8 of the New York State Labor Law. They will be obligated to pay the applicable prevailing wage rates and supplements, including any increases or additions which may become applicable during the term of the contract, to all laborers, workers and mechanics. Instructions on where to obtain current information and wage rates are included in the Wage Rate Note following the Special Conditions.

15. PAYROLL RECORDS

Each week, the CONTRACTOR shall submit a copy of all payrolls to the CONSULTANT. The CONTRACTOR shall be responsible for the submission of copies of payrolls of all subcontractors. The copy shall be accompanied by a statement signed by the CONTRACTOR indicating that the payrolls are correct and complete, that the wage rates contained therein are not less than those determined by the New York State Department of Labor, and that the classifications set forth for each laborer or mechanic including apprentices and trainees, conform with the work he performed. In federally aided projects the higher of the federal or New York State Wage Rates shall apply. The CONTRACTOR shall make the records required under this clause available for inspection by authorized representatives of the OWNER and the New York State Department of Labor, and shall permit such representatives to interview employees during working hours on the job.

16. TRANSFER OF TITLE OF MATERIAL DELIVERED TO SITE

Title to all materials to be sold by the CONTRACTOR to the OWNER pursuant to the provisions of the Contract Documents shall immediately vest in and become the sole property of the OWNER at the time of OWNER'S payment for such materials. Notwithstanding such transfer of title, the CONTRACTOR shall have the sole continuing responsibility to install such materials, protect them, maintain them in proper condition and forthwith repair, replace and make good any damage thereto without cost to the OWNER until such time as the work covered by the Contract is fully accepted by

the OWNER. Such transfer of title shall in no way affect any of the CONTRACTOR'S obligations under the Contract. In the event that after title has passed to the OWNER, any of such materials are rejected as being defective or otherwise unsatisfactory, the CONTRACTOR must then replace said defective or unsatisfactory materials with other acceptable materials at no additional cost to the OWNER.

17. EXEMPTION FROM SALES AND COMPENSATING USE TAXES OF THE STATE OF NEW YORK AND/OR CITIES AND COUNTIES

The OWNER is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials separately sold to the OWNER pursuant to this Contract. This exemption does not, however, apply to tools, machinery, equipment or other property purchased by, leased by or to the CONTRACTOR or a subcontractor, or to supplies or materials not incorporated into the completed project. The CONTRACTOR and his subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on such unincorporated supplies and materials, and the provisions set forth below will not be applicable to such tools, machinery, equipment, property, supplies or materials.

18. PURCHASE OF MATERIALS BY THE CONTRACTOR AND SUBCONTRACTOR

The purchase by the CONTRACTOR/Subcontractor of the materials sold hereunder will be a purchase or procurement for resale and therefore not subject to the New York State sales or compensating use taxes or any such taxes of cities or counties. The sale of such materials by the Contractor/Subcontractor to the OWNER will not be subject to the aforesaid sales or compensating use taxes. With respect to such materials sold hereunder, the CONTRACTOR/Subcontractor at the request of the OWNER, shall furnish to the OWNER such bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, assuring to it title to such materials free of encumbrances and the CONTRACTOR/Subcontractor shall mark or otherwise identify all such materials as the property of the OWNER.

19. LIENS

Neither the final payment nor any part of the retained percentage shall become due until the CONTRACTOR shall deliver to the OWNER a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and an affidavit which certifies, so far as he has knowledge or information, that the releases and receipts include all the labor and materials for which a lien could be filed; but the CONTRACTOR may, if any subcontractor or material supplier refuses to furnish a release or receipt in full, furnish a bond satisfactory to the OWNER, to indemnify the OWNER against any lien. Upon request of the OWNER, the CONTRACTOR shall, at his own expense, by bonding it or otherwise, secure the prompt discharge of any lien or liens which may be filed against the property as a result of this Contract.

**PROSECUTION AND PROGRESS**

20. PRECONSTRUCTION CONFERENCE

At the direction of the CONSULTANT or the OWNER, and prior to commencement of the work, the CONTRACTOR and his major subcontractors shall attend a preconstruction conference with the CONSULTANT. The conference will include discussions on matters relative to the proper coordination of the work and maintenance of schedules and other pertinent aspects of the project.

21. ON-SITE JOB MEETINGS

On-site job meetings will be held during the performance of the work of this Contract. Supervisory personnel representing the CONTRACTOR and major subcontractors that are deemed necessary at the time must attend. Meetings shall be held bi-weekly.

22. CONSTRUCTION SCHEDULE

- a. The selection of Alternates by the OWNER shall in no way relieve the CONTRACTOR of either completing the project or meeting any intermediate milestones within the stipulated Contract times.
- b. Within twenty (20) days of the date of the Notice of Award, and before commencing work, the CONTRACTOR shall submit to the CONSULTANT for approval, a critical path construction schedule showing in detail the proposed sequence of the work, and the estimated date of starting and completing each stage of the work in order to complete the project within the Contract time. The schedule shall reflect the proposed percent of the value of the Contract to be accomplished each month. If so required, the schedule shall be revised until it is approved by the CONSULTANT. The construction schedule shall be coordinated with the proposed schedules of other contractor(s), if any, engaged in work at the site. No payment will be made to the CONTRACTOR until a construction schedule has been approved.
- c. The CONTRACTOR shall be responsible for the proper coordination of his work so as to maintain his schedule(s) as approved. Should the CONTRACTOR fail to adhere to any phase of the approved schedule, he shall promptly adopt such additional means or methods of construction, including overtime, as may be necessary to make up lost time and complete each phase of his work in accordance with the schedule, all at no additional cost to the OWNER.
- d. The schedule shall be marked by the Contractor to indicate progress and shall be resubmitted to the CONSULTANT monthly, and shall reflect revised estimates and actual durations and percent complete. Resubmitted schedules shall be accompanied by a detailed description of work to be accomplished during the succeeding month.

23. SUBCONTRACTS

- a. The CONTRACTOR shall not utilize subcontractors of any tier that have been determined to be an employer ineligible to bid on or be awarded any public work contract as a result of being listed on the New York State Department of Labor Bureau of Public Work Debarment List. Before awarding any tier subcontracts, the CONTRACTOR shall complete and sign a County provided form listing the names of proposed subcontractors, noting associated work, and certifying that none of the proposed subcontractors are listed on the aforementioned New York State Department of Labor Bureau of Public Work Debarment List. Said completed form shall be submitted to the CONSULTANT in advance of work by listed subcontractors, and this form shall be updated whenever there is a change (either an addition or deletion) of the proposed subcontractors of any tier that will be utilized on the project. The discovery of false or inaccurate information on the form regarding a subcontractor's debarment status shall constitute a material breach of the contract and may expose Contractor to criminal sanctions. Upon discovery of false or inaccurate information the County, in its sole discretion, may terminate the contract or direct Contractor to immediately remove the debarred subcontractor from the project at its sole cost and expense, including liability for all costs associated with any delays and disruption to the project as a result of the removal.
- b. The CONTRACTOR agrees that he is fully responsible to the OWNER for the acts and omissions of all subcontractors and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.
- c. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the OWNER.

24. CO-ORDINATION WITH OTHER CONTRACTORS, UTILITIES AND OWNER'S FORCES

- a. The OWNER reserves the right to let other contracts in connection with this work, even of like character to the work under this contract. The Owner also reserves the right to perform

additional work related to the project by its own forces, or have additional work performed by utilities. The CONTRACTOR shall cooperate to the fullest extent to prevent delays and increased costs in the overall project. He shall familiarize himself with the work of others whose work affects or ties in with his own, and he shall be fully responsible for the finished result of his own work. The CONTRACTOR shall afford other contractors adequate opportunity for the introduction and storage of their materials, and the execution of their work, and shall promptly connect and coordinate his work with theirs.

- b. If any part of the CONTRACTOR's work depends upon the work of any other contractor for proper execution or results, the CONTRACTOR shall inspect and promptly report to the CONSULTANT any defect in such work that renders it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the receipt of his work, except as to defects which may develop in the other contractor's work after the execution of subsequent work.
- c. To insure the proper execution of his subsequent work, the CONTRACTOR shall measure work already in place, and shall at once report to the CONSULTANT any discrepancy between the executed work and the Drawings.
- d. Extra cost caused by defective or ill-timed work, or by the neglect or refusal of the CONTRACTOR to provide or complete any portion of his work at the proper time and in the proper manner, shall be borne by the CONTRACTOR and at no additional cost to the OWNER.

25. PAYMENTS TO THE CONTRACTOR

- a. Progress payments will be made by the OWNER to the CONTRACTOR on the terms and conditions stated in the Agreement. At least fifteen (15) days before submission of the first application by the CONTRACTOR for a progress payment, the CONTRACTOR shall furnish to the OWNER a complete breakdown of all lump sum items bid for in the Contract. This breakdown, modified where directed by the CONSULTANT, will be used as a basis for preparing progress payments throughout the duration of the Contract.
- b. Except as otherwise provided in the Agreement, no payment will be made for materials or equipment not incorporated in the work.
- c. No payment will be made for modifications until the formal change order for the modification is fully executed.
- d. Neither the final payment nor any partial payment shall constitute acceptance of any defective workmanship or material, or noncompliance with the Drawings and Specifications.

26. PAYMENTS WITHHELD

The CONSULTANT may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate to such extent as may be necessary in his reasonable opinion to protect the OWNER from loss on account of:

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONTRACTOR to make payments properly to sub-contractors or for material or labor.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another contractor.

- f. Failure to comply with provisions of the Contract Documents relating to the receipt of State and/or Federal aid for the project, and after receiving written notification from the OWNER that said compliance is necessary.
- g. Failure to comply with other requirements of this contract.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

27. TEMPORARY SUSPENSION OF WORK

The CONSULTANT or the OWNER shall have the authority to immediately stop the work wholly or in part by written order for such period as may be deemed necessary due to conditions considered unfavorable for the suitable prosecution of the work, or due to failure on the part of the CONTRACTOR to correct conditions considered to be unsafe for workers or the general public, or endangering life or property, or failure to carry out orders given or to perform any provisions of the Contract. This paragraph shall not in any manner relieve the CONTRACTOR of responsibility for providing and taking all necessary safeguards and protection required for the safety of all persons and property affected by the performance of the work.

28. CHANGES IN THE WORK

- a. The OWNER may order extra work or make changes altering, adding to or deducting from the work without invalidating the Contract. All such additional or changed work shall be executed under the conditions of the original Contract. Upon receipt of direction from the OWNER to alter the work, the CONTRACTOR shall notify the OWNER in the event the CONTRACTOR intends to make a claim for extension of time or additional costs to perform such revised or additional work. The CONTRACTOR shall proceed with the altered or additional work upon receipt of the OWNER's direction.
- b. The CONTRACTOR shall promptly submit to the CONSULTANT a proposal for performing the changed work including a detailed price breakdown itemizing all major items of cost, quantity or number of units, material and labor unit prices. The CONTRACTOR shall promptly comply with all requests from the CONSULTANT for additional supporting documentation for the CONTRACTOR'S PROPOSAL. The value of the changed work to be included in the written contract change order, an example provided at the end of this Section, shall be determined in accordance with Article 5 of the Agreement.
- c. The CONSULTANT shall have the authority to make minor changes in the work not involving extra costs and not inconsistent with the purposes of the Project. The CONTRACTOR shall proceed with such changed work upon receipt of the CONSULTANT's direction. In the event the CONTRACTOR claims that any such work is extra work or is contrary to the terms and conditions of the Contract Documents, the CONTRACTOR shall make a claim for extra costs in accordance with Paragraph 31 below.
- d. With respect to all additional work or modifications to be performed by the CONTRACTOR, the CONTRACTOR shall be obligated to diligently perform such work and to mitigate any and all costs associated with such work.

29. VALUE ENGINEERING

- a. Purpose and Scope.

This provision is intended to share with the CONTRACTOR agreed upon cost savings which may be generated under this Contract resulting from proposals offered by the CONTRACTOR and approved by the OWNER. Its purpose is to encourage the use of CONTRACTOR's ingenuity and experience in arriving at alternative, lower cost construction than that reflected in the Contract documents by the sharing of savings resulting therefrom.

The value engineering proposals contemplated are those that could produce a savings to the OWNER without, in the sole judgment of the OWNER, impairing essential functions and characteristics of the facility, including but not limited to quality, service life, economy of operation, ease of maintenance, desired appearance, and safety.

b. Submittal of Proposals.

As a minimum, the following materials and information shall be submitted with each proposal plus any additional information requested by the OWNER.

- (1) A statement that the proposal is submitted as a value engineering proposal.
- (2) A description of the difference between the existing Contract requirements and the proposed change, and the comparative advantages and disadvantages of each, including considerations of quality, service life, economy of operation, ease of maintenance, desired appearance and safety.
- (3) Complete plans and specifications showing the proposed revisions relative to the original Contract features and requirements.
- (4) A complete cost analysis indicating the final estimate costs and quantities to be replaced by the proposal, the new costs and quantities generated by the proposal, and the cost effects of the proposed changes on operational, maintenance and other considerations.
- (5) A statement of the time by which a change order incorporating the proposal must be executed so as to obtain the maximum cost reduction during the remainder of the Contract. This date must be selected to allow the OWNER ample time for review and processing a change order, but without affecting the Contractor's schedule. Should the OWNER find that insufficient time is available for review and processing, the OWNER may reject the proposal solely on such basis. If the OWNER fails to respond to the proposal by the date specified, the CONTRACTOR shall consider the proposal to be rejected and shall have no claims against the OWNER as a result thereof.
- (6) A statement as to the effect the proposal will have on the time for completion of the Contract.
- (7) A description of any previous use or testing of the proposal on other projects and the conditions and results therefrom. If the proposal was previously submitted on another OWNER project, indicate the date, contract number, and action taken by the OWNER.

c. Conditions

Value engineering proposals will not be considered in determining the lowest responsible bidder. Value engineering proposals will be considered after award and only when all of the following conditions are met:

- (1) The CONTRACTOR is cautioned not to base any bid prices on the anticipated approval of a value engineering proposal and to recognize that such proposal may be rejected, and that the CONTRACTOR will be required to complete the Contract in accordance with the plans and specifications at the prices bid.
- (2) All proposals, whether or not approved by the OWNER for use in this Contract, apply only to the Contract referenced in the proposal and become the property of the OWNER, and shall contain no restrictions imposed by the CONTRACTOR on their use or disclosure. The OWNER shall have the right to use, duplicate and disclose in whole or part, any data necessary for the utilization of the proposal. The

OWNER retains the right to utilize any proposal or part thereof on any other or subsequent project without any obligation to the CONTRACTOR submitting the same.

- (3) If the OWNER already has under consideration certain revisions to the Contract, or has approved certain changes in specifications or standards for general use which are subsequently incorporated in a value engineering proposal submitted by the CONTRACTOR, the OWNER shall reject the CONTRACTOR's proposal and proceed with such revisions if it so desires, without any obligation to the CONTRACTOR.
- (4) The CONTRACTOR shall have no claim against the OWNER for any costs or delays due to the OWNER's rejection of a value engineering proposal, including but not limited to development costs, anticipated profits or increased material or labor costs resulting from delays in the review of such proposal.
- (5) The OWNER shall determine in its sole discretion whether a proposal qualifies for consideration and evaluation. The OWNER may reject any proposal that requires excessive time or costs for review, evaluation and/or investigations, or which is inconsistent with the OWNER's design policies and basic design criteria for the project.
- (6) The OWNER may reject all or any portion of work performed pursuant to an approved value engineering proposal if the OWNER determines that unsatisfactory results are being obtained. The OWNER may direct the removal of such rejected work and require the CONTRACTOR to proceed in accordance with the original Contract requirements without reimbursement for any work performed under the proposal or for its removal. Where modifications to the value engineering proposal are approved in order to adjust to field or other conditions, reimbursement will be limited to the total amount payable for the work under the original Contract requirements. Such rejection or limitation of reimbursement shall not constitute the basis of any claim against the OWNER for delay or for any other costs.
- (7) The proposal shall not be experimental in nature but shall have been proven to the OWNER's satisfaction under similar or acceptable conditions on another project acceptable to the OWNER.
- (8) Proposals shall be considered only if equivalent options are not already provided in the Contract documents.
- (9) The savings generated by the proposal must be of sufficient significance, in the sole judgment of the OWNER, to warrant review and processing.
- (10) If additional information is needed to evaluate proposals, the CONTRACTOR shall provide such information to the OWNER in a timely manner. Failure to do so will result in rejection of the proposal. If design changes are proposed, such additional information could include results of field of investigations and surveys, design computations, and field change sheets.

d. Payment

If the value engineering proposal is accepted by the OWNER, the changes and payment therefore will be authorized by a change order. Reimbursement to the CONTRACTOR will be made as follows:

- (1) The changes will be incorporated into the Contract through changes in the quantities of unit bid items and new agreed price items or by force account, as appropriate, in accordance with the General Conditions and Specifications.



- (2) The cost of the revised work as determined from the aforementioned changes in quantities, and new or force account items will be paid directly. In addition to such payment, the OWNER will pay to the Contractor, through a separate item, 50 percent of the agreed savings to the OWNER as reflected by the difference between the above payment to the Contractor and the cost of the related construction required by the original Contract plans and specifications computed at Contract bid prices.
- (3) The CONTRACTOR's costs for development, design and implementation of the value engineering proposal are not eligible for reimbursement.
- (4) The CONTRACTOR may submit value engineering proposals for an approved subcontractor, provided that reimbursement is made by the OWNER to the CONTRACTOR and that the terms of the passthrough to the subcontractor are satisfactorily negotiated and accepted before the proposal is submitted to the OWNER. Subcontractors may not submit a proposal except through the prime CONTRACTOR.

30. EMERGENCIES

In the event of any emergency endangering life or property, the CONSULTANT shall have the authority to order the CONTRACTOR to perform work necessary to avert or minimize the effect of such emergency. The CONTRACTOR shall proceed with such work upon receipt of the CONSULTANT's direction. In the event the CONTRACTOR claims any such work is extra work, the CONTRACTOR shall make a claim for extra costs in accordance with Paragraph 33 below. In directing or authorizing changes in the work in any emergency situation, the CONSULTANT shall not be responsible for directing the CONTRACTOR's methods and techniques necessary to implement such changes. Changes directed or authorized by the CONSULTANT in an emergency situation shall not relieve the CONTRACTOR of his responsibility for safety.

31. DIFFERING SITE CONDITIONS

- a. The CONTRACTOR shall promptly, and before such conditions are disturbed, notify the CONSULTANT in writing of:
  - (1) Subsurface or latent physical conditions at the site differing materially from those indicated in this Contract, or
  - (2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.
- b. The CONSULTANT shall promptly investigate the conditions and, if he finds that such conditions do materially so differ and cause an increase or decrease in the CONTRACTOR's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in writing accordingly.
- c. No claim by the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (a) above, provided, however, the time prescribed therefore may be extended by the CONSULTANT.
- d. No claim by the CONTRACTOR for a differing site condition hereunder shall be allowed if asserted after the date specified in the final certificate as the commencement of the guarantee period under this Contract.
- e. The CONTRACTOR shall not unreasonably delay the performance of any part of the work under this Contract by virtue of this clause.

32. CLAIMS FOR EXTRA COST

- a. If the CONTRACTOR claims that any work he has been ordered to do shall be considered extra work, or that any action or omission of the OWNER or the CONSULTANT is contrary to the terms and provisions of the Contract Documents, he shall, within five (5) calendar days after receipt of such orders or action or omission on the part of the OWNER or the CONSULTANT, file a written statement with the CONSULTANT stating the basis of his claim.
- b. All written claims for extra costs will be forwarded to the OWNER by the CONSULTANT. Upon receipt by the CONTRACTOR of an acknowledgement from the CONSULTANT of a pending claim for extra costs, the CONTRACTOR shall diligently proceed with the performance of the Contract and in accordance with all instructions of the CONSULTANT.
- c. Except in an emergency endangering life or property, the CONTRACTOR shall not proceed with any alleged extra work until the above noted acknowledgement of his claim is received.
- d. The CONTRACTOR shall set up a separate cost record system, satisfactory to the OWNER and the CONSULTANT, for substantiation and verification of all costs incurred in performing each claim of alleged extra work.
- e. In an effort to resolve any conflicts that arise during the construction of the project or following the completion of the project, the OWNER and the CONTRACTOR agree that all unresolved disputes between them arising out of or relating to this contract shall first be submitted to non-binding mediation unless the parties mutually agree otherwise.

The CONTRACTOR further agrees to include a similar mediation provision in all agreements with subcontractors retained for the project and to require all subcontractors also to include a similar mediation provision in all agreements with their subcontractors, suppliers or fabricators thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

The OWNER and the CONTRACTOR agree to select a mediator from lists suggested by each party. The mediator will be a person knowledgeable in the type of matter under dispute and may be an accredited mediator, contractor, consultant, or otherwise knowledgeable person. Whenever possible the mediator will be from the local area. All mediation sessions shall be held in Monroe County.

The cost of the mediator will be shared equally by the parties to the dispute.

33. DEDUCTIONS FOR UNCORRECTED WORK

If the CONSULTANT and the OWNER decide not to correct work which has been damaged or has not been done in accordance with the Contract, an equitable deduction from the Contract sum shall be made therefore.

34. DELAYS AND EXTENSION OF TIME

- a. If the CONTRACTOR is delayed at any time in the progress of the work by any act or neglect of the OWNER or the CONSULTANT, or of any employee of either, or by any separate contractor employed by the OWNER, or by changes ordered in the work, or by labor disputes, fire, unavoidable casualties or any causes beyond the CONTRACTOR's control, or by any cause which the CONSULTANT shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the CONSULTANT may recommend to the OWNER for approval.
- b. No such extension shall be made for delay occurring more than five (5) calendar days before claim therefore is made in writing to the CONSULTANT. In the case of a continuous cause of delay, only one claim is necessary.

35. DELAY DAMAGES

The OWNER shall not be liable to any CONTRACTOR or Subcontractor for damages caused by any breach of contract, delay in performance or other act of neglect by any other CONTRACTOR or Subcontractor having Contracts for performance of any portion of work.

The CONTRACTOR agrees to make no claim for damages for delay in the performance of this contract, except that if the CONTRACTOR is delayed by an act of the OWNER, and such delay causes an increase in the cost of performance of the work, then the contract price shall be adjusted accordingly. The adjustment in price shall include only those costs directly attributable to the delay and shall be limited to:

- a. Increased labor costs (direct and indirect)
- b. Increased material costs
- c. Increased field supervision costs
- d. Increased field office overhead

Any such increased cost shall be subject to verification by the CONSULTANT and/or the OWNER.

36. TIMELY PROGRESSION OF THE WORK

Should the CONTRACTOR at any time refuse or neglect to supply either a sufficiency of properly skilled workers or materials of the proper quality and quantity or fail in any respect to prosecute the work with promptness and diligence or fail in the performance of any of the agreements on its part herein contained, the OWNER, upon three (3) days written notice to the CONTRACTOR, may provide such labor or materials and enter upon the premises and take possession of all materials and appliances of every kind whatsoever thereon and the OWNER may employ any person or persons to finish the work and may provide materials therefore, without being liable in any manner for loss or damage to the work theretofore complete or to any material or equipment employed in completion. In such event, the OWNER may deduct the cost thereof from any money then due or thereafter due the CONTRACTOR for said work, and may issue a change order deducting the value of the work performed and the CONTRACTOR shall not be entitled to any further payments until such change order is executed. The right of the OWNER to take over some or all of the work under this section shall not be affected by any mediation requested pursuant to these General Conditions. The Construction of the work may proceed under this section and disputes may then be resolved in mediation as stipulated in the General Conditions if any party requests mediation.

37. RIGHT TO USE WORK

The OWNER shall have the right to take possession of or use any part of the completed or partly completed work before final acceptance. Such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Contract Documents.

38. GUARANTEE PERIOD

- a. The guarantee period shall commence upon the date the project is considered Complete by the OWNER (said date will be specified in the CONSULTANT's certification) and continue for a period of two (2) years unless stipulated otherwise in the Special Conditions. In the event that the OWNER gives approval to allow any work to be completed after the project completion date, the guarantee period for said work shall not begin until after it has been completed and accepted by the OWNER. The guarantee shall have the value of two (2) percent of the final Agreement amount during the guarantee period.

- b. Upon completion and acceptance of the work by the OWNER and CONSULTANT, the CONTRACTOR shall submit to the OWNER a general guarantee for the entire work. The guarantee shall be unconditional and cover all labor, material and equipment furnished. All guarantees shall be written in a form satisfactory to the OWNER, an example provided at the end of this Section.
- c. The CONTRACTOR shall remedy any defective work appearing within the guarantee period and shall pay for damages caused by such defective equipment, work or materials or occasioned in correcting the same.
- d. If any defects occur within the guarantee period, the CONTRACTOR shall, within three (3) days after receipt of notification of such defects, take the necessary action to correct such defects. The correction of any defects in equipment, materials and workmanship which may develop during the guarantee period shall be at the expense of the CONTRACTOR. If the CONTRACTOR fails to comply with the requirements of this paragraph within the time stated, the OWNER may have the corrective work done and charge the CONTRACTOR therefore.
- e. Request for final payment for the work may be submitted upon expiration of the guarantee period unless any defects in equipment, materials and workmanship remain at such date.
- f. Final payment for the work shall be retainage withheld by the OWNER in accordance with Article 7 of the Agreement or, alternatively, the release of the letter of credit furnished by the CONTRACTOR in lieu of such retainage, less any charges for corrective work or damages for defective equipment, materials and workmanship or those charges occasioned in correcting the same.
- g. In accordance with Article 7 of the Agreement, the OWNER will retain the sum of 2% of the contract price during the guarantee period as security for performance of the guarantee work; provided, however, that the CONTRACTOR may substitute for such retainage an irrevocable standard form letter of credit for the benefit of the OWNER in the foregoing amount, in a form acceptable to the County Attorney. Alternatively, the CONTRACTOR may submit negotiable United States, New York State or municipal bonds in accordance with Section 106 of the General Municipal Law of New York State.

39. OWNER'S RIGHT TO TERMINATE AND/OR COMPLETE CONTRACT

Should the CONTRACTOR become insolvent, or should he refuse or neglect to prosecute the work in a proper manner and as directed by the OWNER, or otherwise fail in the performance of any of his obligations under this Contract, and Surety after proper request fails to complete the Contract, then the OWNER, upon the certificate of the CONSULTANT that sufficient cause exists to justify such action, and after giving the CONTRACTOR and his Surety seven (7) calendar days written notice, may, without prejudice to any other right or remedy, terminate the employment of the CONTRACTOR and take possession of the premises and of all materials, tools, and appliances thereon and finish the work by whatever method he may deem expedient. In such cases, no further payment shall be made to the CONTRACTOR until the work is completed, at which time, if the unpaid balance of the Contract price shall exceed the expense of finishing the work, such excess shall be paid to the CONTRACTOR. Should such expense exceed the unpaid balance, the CONTRACTOR and his sureties shall pay the difference to the OWNER. The OWNER shall audit and certify the expense incurred by him in finishing the work and the damage incurred through the CONTRACTOR'S fault.

40. REMOVAL OF EQUIPMENT AND SUPPLIES

In the case of termination of this Contract before completion from any cause whatever, the CONTRACTOR, if notified to do so by the OWNER, shall promptly remove any part or all of his equipment and supplies from the property of the OWNER, failing which the OWNER shall have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

## **MATERIAL AND WORK REQUIREMENTS**

### 41. **MATERIALS AND WORKMANSHIP**

- a. Unless otherwise specifically stipulated in the Specifications, all workmanship shall be of the best quality, and all equipment, materials and articles incorporated in the work shall be new and of the best grade of their respective kinds for the purpose. The CONTRACTOR shall, if required, furnish evidence as to the kind and quality of materials.
- b. Should any dispute arise as to the quality or fitness of workmanship, equipment, materials, or articles, the decision shall rest with the CONSULTANT and shall be based upon the requirements of this Contract.

### 42. **SHOP DRAWINGS**

- a. Within ten (10) days after the Notice to Proceed, the Contractor shall submit to the CONSULTANT for approval a schedule of shop drawing submissions. The CONSULTANT shall be notified immediately of changes in the schedule. Any changes in the shop drawing submission schedule will be presented to the CONSULTANT for approval. Shop drawings shall be submitted in accordance with the approved schedule of shop drawing submissions and any approved changes thereto.
- b. The CONTRACTOR shall submit for the approval of the CONSULTANT shop drawings for all fabricated work and for all manufactured items required to be furnished in the Contract. Shop drawings shall be submitted in sufficient time to allow at least two work days for the examination of each drawing in a set of shop drawings or ten work days minimum per set. A set of shop drawings shall be considered to be all drawings submitted by the CONTRACTOR on any calendar day. If the shop drawings are detained for examination for a period longer than stated above, such detention will be taken into account when considering application by the CONTRACTOR for an extension of time for the completion of the Contract. All shop drawings shall be time and date stamped as they are received and recorded in a log at the office of the CONSULTANT.
- c. CONSULTANT's approval of the CONTRACTOR's drawings shall be considered as a gratuitous service, given as assistance to the CONTRACTOR in interpreting the requirements of the Contract, and in no way shall it relieve the CONTRACTOR of any responsibilities under the Contract. Any fabrication, erection, setting or other work done in advance of the receipt of shop drawings or other work done in advance of the receipt of shop drawings returned by the CONSULTANT and noted as "Approved" or "Approved as Noted", shall be entirely at the CONTRACTOR's risk. The CONSULTANT's review will be confined to general arrangement and compliance with the Contract Drawings and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, coordination of trades, etc.
- d. Shop drawings shall be furnished to the CONSULTANT for use in accordance with the following sequence of operation:
  - (1) Initially two (2) copies shall be submitted to the CONSULTANT for review. After review, one (1) copy will be returned to the CONTRACTOR.
  - (2) When shop drawings are returned for correction, they shall be corrected and resubmitted for approval as described above, and such procedure will not be considered as grounds for delay in completing the work.

- (3) When approved, three (3) additional copies of the approved shop drawings shall be immediately submitted to the CONSULTANT. All copies of approved shop drawings will be identified by the CONSULTANT as having received such approval by being so stamped and dated. Failure of the CONTRACTOR to supply the required number of approved shop drawings for field use can constitute reason to reject work or material at the job site.
- e. Shop drawings submitted by subcontractors shall be sent directly to the CONTRACTOR for preliminary checking. The CONTRACTOR shall be responsible for their submission to the CONSULTANT at the proper time so as to prevent delays in delivery of materials.
- f. The CONTRACTOR shall thoroughly check all subcontractor's shop drawings as regards measurements, sizes of members, materials, and details to satisfy himself that they conform to the intent of the Contract Drawings and Specifications. Drawings found to be inaccurate or otherwise in error shall be returned to the subcontractors by the CONTRACTOR for correction before submitting them to the CONSULTANT. Before submission, the CONTRACTOR shall mark the drawing as being checked and approved, dated and signed.
- g. All details on shop drawings submitted for approval shall clearly show the relation of the various parts, and where the work depends upon field measurements, such measurements shall be obtained by the CONTRACTOR and noted on the shop drawings before being submitted for approval.
- h. All submissions shall be properly referenced to indicate clearly the specification section, location, service and function of each particular item. All submissions for one item or group of related items shall be complete. Where manufacturer's publications in the form of catalogues, pamphlets, or other data sheets are submitted in lieu of prepared shop drawings, such submission shall specifically indicate the item for which approval is requested. Identification of items shall be made in ink, and submissions showing only general information are not acceptable.
- i. If the shop drawings contain any departures from the Contract requirements, specific mention thereof shall be made in the CONTRACTOR'S letter of transmittal. Where such departures require revisions to layouts or structural changes to the work as shown, the CONTRACTOR shall, at his own expense, prepare and submit revised layout and structural drawings for approval. Such drawings shall be the same size as the Contract Drawings unless otherwise approved.
- j. Before release of any retainage, the CONTRACTOR shall deliver to the CONSULTANT two (2) complete bound sets of the final approved shop drawings applicable to the Contract for OWNER's permanent files.

43. SAMPLES

The CONTRACTOR shall furnish for approval, with such promptness as to cause no delay in his own work or in that of any other contractor, all samples as required by the Contract Documents. The CONSULTANT shall review and approve or reject such samples, with reasonable promptness, only for conformance with the design and for compliance with the information given in the Contract Documents. The work shall be in accordance with approved samples.

44. GENERAL ARRANGEMENT

The Contract Drawings indicate the extent and general arrangement of the work. If any departures from the Contract Drawings are deemed necessary by the CONTRACTOR to accommodate the materials and equipment he proposes to furnish, details of such departures and reasons therefore shall be submitted as soon as practicable to the CONSULTANT for approval, and within twenty (20) days after award of Contract. No such departures shall be made without the prior written approval of the CONSULTANT, and approved changes shall be made without additional cost to the OWNER.

45. STANDARD PRODUCTS

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, and shall essentially duplicate material or equipment that has been in satisfactory operation at least five (5) years. Equipment and materials which do not satisfy the above requirements may be considered if the manufacturer or supplier provides an approved bond or cash deposit which will guarantee replacement during the first five (5) year period in the event of failure. The OWNER reserves the right to reject any material or equipment manufacturer who, although he meets the above requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the OWNER. Items of any one type of materials or equipment shall be the product of a single manufacturer.

46. CERTIFICATES

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 the CONSULTANT. Materials or equipment delivered to the site without such certificates will be subject to rejection.

47. CERTIFICATE OF INSPECTION FOR ELECTRICAL WORK

The CONTRACTOR shall provide a certificate of inspection for all electrical work prior to acceptance by the OWNER; said certificate of inspection shall be issued by either the New York Board of Underwriters or the Middle Department Inspection Agency.

48. TESTS

The OWNER reserves the right to independently perform, at its own expense, laboratory tests on random samples of material or performance test on equipment delivered to the site. These tests, if made, will be conducted in accordance with the appropriate referenced standards or Specification requirements. The entire shipment represented by a given sample, samples or piece of equipment may be rejected on the basis of the failure of samples or pieces of equipment to meet specified test requirements. All rejected materials or equipment shall be removed from the site, whether stored or installed in the work, and the required replacements shall be made, all at no additional cost to the OWNER.

49. NAMEPLATES

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.

50. EQUIVALENTS AND SUBSTITUTIONS

- a. Whenever a particular brand or make of material, equipment or other item is specified or is indicated in the contract documents, any other brand or make which, in the opinion of the CONSULTANT, is equivalent in quality, value, performance and suitability to that specified or indicated may be offered except where specifically stated otherwise.
- b. A particular brand or make of material, equipment or other item which is not equivalent in quality, value, performance and suitability may be considered as a substitute if it is determined by the CONSULTANT to be in the best interest of the OWNER.

- c. The CONTRACTOR shall submit complete descriptive literature and performance data together with samples of the materials where feasible for each proposed equivalent or substitution. No equivalent in quality, value, performance and suitability or substitution items shall be used in the work without prior written approval of the CONSULTANT.
- d. In all cases the CONSULTANT shall be the sole judge as to whether a proposed equivalent or substitution is to be approved and the CONTRACTOR shall have the burden of proving the same, at his own cost and expense, to the satisfaction of the CONSULTANT. The CONTRACTOR shall abide by the CONSULTANT's decision when proposed equivalent or substitution items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. The CONTRACTOR shall have and make no claim for an extension of time or for damages by reason of the time taken by the CONSULTANT in considering an equivalent or substitution proposed by the CONTRACTOR or by reason of the failure of the CONSULTANT to approve an equivalent or substitution proposed by the CONTRACTOR.
- e. Where the approval of an equivalent or substitution requires revision or redesign of any part of the work covered by this Contract, all such revision and redesign, and all new Drawings and details required therefore, shall be subject to the approval of the CONSULTANT and shall be provided by the CONTRACTOR at his own cost and expense. Any changes in construction work arising out of such revisions and redesign shall be performed and paid for by the CONTRACTOR. Any savings realized by the CONTRACTOR as a result of the approved substitution, including any savings in installation costs or related construction costs, shall be shared equally between the OWNER and the CONTRACTOR.

51. STRUCTURAL DESIGN

Structural design shown on the Drawings is based upon maximum weights for major items or equipment as specified or indicated on the Drawings. If the equipment furnished is different from the equipment specified or indicated and exceeds the weights indicated, the CONTRACTOR shall assume the responsibility for all costs of redesign and for any construction changes required to accommodate the equipment furnished, including all engineering expense in connection therewith.

52. ADDITIONAL ENGINEERING SERVICES

- a. In the event that the CONSULTANT is required to provide additional engineering services as a result of substitution of equivalent materials or equipment by the CONTRACTOR, or changes by the CONTRACTOR in dimension, weight, power requirements, etc., of the equipment and accessories furnished, or if the CONSULTANT is required to examine and evaluate any changes proposed by the CONTRACTOR for the convenience of the CONTRACTOR, then the CONSULTANT's expenses in connection with such additional services shall be paid by the CONTRACTOR and may be deducted from any monies owed to the CONTRACTOR.
- b. In the event that the CONSULTANT is required to provide additional engineering services as a result of CONTRACTOR's errors, omissions or failure to conform to the requirements of the Contract Documents, or if the CONSULTANT is required to examine and evaluate any changes proposed by the CONTRACTOR solely for the convenience of the CONTRACTOR, then the CONSULTANT's expense in connection with such additional services shall be paid by the CONTRACTOR and may be deducted from any monies owed to the CONTRACTOR.

53. DIMENSIONS

If any dimensional or space allocations are required to be changed to accommodate the equipment furnished by the CONTRACTOR, all cost thereof shall be borne by the CONTRACTOR including all engineering expense in connection therewith.



54. OPERATIONS AND MAINTENANCE MANUAL/SPARE PARTS DATA

At a reasonable time before the OWNER takes beneficial occupancy of the work, the CONTRACTOR shall furnish maintenance manuals, warranties, and spare parts data for equipment and materials provided within the contract. Spare parts data shall include a complete list of parts and supplies, with current unit prices and source of supply; a list of parts and supplies that are normally furnished at no extra cost with the purchase of the equipment and a list of additional items recommended by the manufacturer to assure efficient operation for a period of one hundred and twenty (120) days at the particular installation. Operations and Maintenance Manuals which include warranty and spare parts information shall be submitted in accordance with the technical specifications. The foregoing shall not relieve the CONTRACTOR of any responsibilities under any guaranty specified herein.

**SITE CONDITIONS**

55. SITE INVESTIGATION

The CONTRACTOR acknowledges that he has satisfied himself as to the nature and location of the work, the general and local conditions, particularly those bearing upon transportation, disposal, handling and storage of materials, availability of labor, water, electric power, roads, uncertainties of weather, groundwater table or similar physical conditions at the site, the conformation and condition of the ground, the character, quality and quantity of surface and subsurface materials to be encountered, the character of equipment and facilities needed prior to and during the prosecution of the work and all other matters which can in any way affect the work or the cost thereof under this Contract. Any failure by the CONTRACTOR to acquaint himself with all the available information concerning these conditions will not relieve him from responsibility for estimating properly the difficulty or cost of successfully performing the work.

56. LOCATION OF EXISTING UTILITIES

The location, sizes, and elevations of existing utilities are not guaranteed and may be approximate only. The CONTRACTOR shall be responsible for determining the exact location and depth of all utilities and structures in the path of, closely parallel to, or under the proposed construction.

57. BORINGS AND SUB-SURFACE DATA

- a. The CONTRACTOR may examine the logs of soundings, borings, rock cores and other subsurface data and samples, if available, by making a request therefore to the CONSULTANT. The Contractor must interpret such information according to his own judgment.
- b. If samples are taken in the subsurface explorations made in connection with this project, they will be made available for inspection. The CONTRACTOR must make an appointment forty-eight (48) hours in advance.

58. SURVEY AND LAYOUT

- a. All survey work for construction purposes shall be made by the CONTRACTOR at his expense. The CONTRACTOR shall provide a Licensed Surveyor or Professional Engineer as Chief of Party, competently qualified workers, all necessary instruments, stakes and other material to perform the work. Any error, apparent discrepancy or absence of data required for accurately accomplishing the stake-out survey shall be referred immediately to the CONSULTANT for interpretation or correction. All surveys shall be closed to known monumentation and datum.

- b. The CONTRACTOR shall be responsible for the accuracy of his work and shall maintain all reference points, stakes, etc., throughout the life of the Contract. Damaged, destroyed, or inaccessible reference points, bench marks or stakes shall be replaced by the CONTRACTOR. Existing or new control points that are destroyed during construction shall be re-established and all reference ties recorded therefore shall be furnished to the CONSULTANT.
- c. All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR. At completion of the work the Licensed Surveyor or Professional Engineer shall furnish a certificate to the CONSULTANT that the final layout is in conformance with the plans.
- d. Under this Section, the CONTRACTOR shall perform all measurements for payment purposes under the immediate and direct observation of the CONSULTANT. Any such measurements not made under the CONSULTANT's supervision or not in accordance with his directions will not be acceptable. One set of all field notes, together with reductions, and certified by the Licensed Surveyor or a Professional Engineer shall be furnished to the CONSULTANT.
- e. The CONSULTANT may check all or any portion of the work and the CONTRACTOR shall afford all necessary assistance to the CONSULTANT in carrying out such checks. Any necessary corrections to the work shall be immediately made by the CONTRACTOR. Such checking by the CONSULTANT shall not relieve the CONTRACTOR of any responsibility for the accuracy or completeness of his work.

59. SURVEY MONUMENTS

The CONTRACTOR shall comply with all requirements of Local Law No. 6 of 1971, the Monroe County Geodetic Survey Monumentation Law. The CONTRACTOR shall make every effort to preserve any survey monuments existing within the work limits. All work required in preserving any monuments shall be done at the CONTRACTOR's expense with no additional cost to the OWNER. If the work performed is within the City of Rochester, the CONTRACTOR shall comply with the City of Rochester's Chapter 104 Code, Section 104-22 regarding Interference with Survey Monuments.

60. SUPERINTENDENCE

The CONTRACTOR shall have present on the work site a competent Superintendent and any necessary assistants, all satisfactory to the CONSULTANT. The Superintendent shall not be replaced without the consent of the CONSULTANT, unless the Superintendent proves to be unsatisfactory to the CONTRACTOR and ceases to be in his employ. The Superintendent shall represent the CONTRACTOR in his absence and all directions given to him, verbally or otherwise, shall be binding on the CONTRACTOR. Important verbal directions will be confirmed in writing by the CONSULTANT to the CONTRACTOR. Other verbal directions will be so confirmed on written request of the CONTRACTOR. The CONTRACTOR shall give efficient supervision to the work using his best skill and attention.

61. SAFETY AND PROTECTION

The CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage or injury to or loss of:

- a. all employees on the site and other persons who may be affected thereby
- b. all the work and all products to be incorporated therein, whether in storage on or off the site, and

- c. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

In addition, CONTRACTOR's that have been awarded a contract with a value of two hundred fifty thousand dollars (\$250,000.00) or more, shall ensure that all laborers, workers and mechanics employed in the performance of any on-site work, either by themselves or by their SUBCONTRACTOR's, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. CONTRACTOR's shall submit to the OWNER said certification at least five (5) days prior to the performance of any on-site work by the CONTRACTOR's and/or SUBCONTRACTOR's laborers, workers and mechanics.

62. ACCIDENTS

The CONTRACTOR shall provide at the site, such equipment and medical facilities as are necessary to supply first-aid service to any of his personnel who may be injured in connection with the work. The CONTRACTOR shall promptly report in writing to the CONSULTANT all accidents whatsoever arising out of, or in connection with, the performance of the work, whether on or adjacent to the site, which caused death, personal injury or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the CONSULTANT and the OWNER. If any claim is made by anyone against the CONTRACTOR or a subcontractor on account of any accidents, the CONTRACTOR shall promptly report the facts in writing to the CONSULTANT, giving full details of the claim. In addition, the CONTRACTOR shall comply with the provisions of OSHA 29 CFR Part 1926 et. seq. in the investigation and reporting of accidents, job-related illnesses, etc.

63. TEMPORARY SERVICES

- a. The CONTRACTOR shall provide, maintain and pay for all necessary temporary services such as sanitary facilities, water, heat, light, power, telephone, etc., which are required for the proper prosecution of the work of this Contract.
- b. The CONTRACTOR shall make all necessary arrangements with local authorities and utility companies having jurisdiction over these services. All work in connection with such temporary services shall be in accordance with the requirements of such local authorities and utility companies and as required by applicable codes and regulations.
- c. At completion of the work or when the temporary services are no longer required, temporary work shall be removed and the facilities satisfactorily restored to their original condition.

64. STORAGE AND HANDLING OF MATERIALS

- a. The CONTRACTOR shall store his equipment and materials at the job site in accordance with the instructions of the OWNER or CONSULTANT, and conforming to applicable statutes, ordinances, regulations and rulings of proper public authority. The CONTRACTOR shall not store unnecessary materials or equipment on the job site and shall take care to prevent any structure from being loaded with a weight which will endanger its security or the safety of persons. The CONTRACTOR shall enforce the instructions of the OWNER and the CONSULTANT respecting signs, fire and smoking.
- b. Materials stored upon streets or roads shall be so placed as to cause minimum obstruction to traffic and to the public. Materials shall not be placed within 30 feet of fire hydrants. Gutters and drainage inlets shall be kept unobstructed at all times. The CONTRACTOR shall not store materials or encroach upon private property or other contractor's work areas without prior written consent.
- c. Materials shall be so stored as to insure the preservation of their quality and fitness for the work.

65. PROTECTION OF WORK AND MATERIALS

During the progress of the work and up to the date of final acceptance, the CONTRACTOR shall be solely responsible for the care and protection of all work and materials covered by this contract. All work and materials shall be protected against damage or loss from any cause whatsoever and the CONTRACTOR shall make good any such damage or loss at his own expense. Protective measures shall be subject to the approval of the CONSULTANT.

66. INCLEMENT WEATHER

Unless otherwise specifically permitted, all work that would be subject to damage shall be stopped during inclement, stormy or freezing weather. Only such work as will not suffer damage to workmanship or materials will be permitted. The CONTRACTOR shall carefully protect his work against damage from the weather, and when work is permitted to proceed during freezing weather, he shall provide and maintain approved facilities for heating the materials and for protecting the finished work.

67. PROTECTION OF PROPERTY

- a. The CONTRACTOR shall be responsible for the preservation and protection of property adjacent to the work site against damage or loss as a result of his operations under this contract. Any damage or loss occurring on account of any act, omission or neglect on the part of the CONTRACTOR shall be restored in a proper and satisfactory manner or replaced by and at the expense of the CONTRACTOR.
- b. It is the CONTRACTOR's responsibility to make himself aware of and comply with such safety regulations as may be required by jurisdictional agencies and shall at all times conduct his operations so as to avoid and eliminate any unsafe conditions created by his operations.
- c. In the event of any claims for damage or alleged damage to private property as a result of work under this contract, the CONTRACTOR shall be responsible for all costs in connection with the settlement of, or defense against, such claims. Prior to commencement of work in the vicinity of private property, the CONTRACTOR at his own expense shall take such surveys as may be necessary to establish the existing conditions of the property. Before final payment can be made, the CONTRACTOR shall furnish satisfactory evidence that all claims for damage have been legally settled or sufficient funds to cover such claims have been placed in escrow, or that an adequate bond to cover such claims has been obtained.
- d. In the event that the CONTRACTOR has trespassed upon private property in the prosecution of the work of this Contract, the OWNER may withhold payment for the value of such damage or alleged damage in or on the property, but in any case not less than a sum of \$1,000 for each property trespassed, until the Contractor has secured a notarized written release from the property owner upon whose property the trespass was committed, holding the OWNER harmless.

68. CLEANING UP

The CONTRACTOR shall at all times keep the premises and site free from accumulations of waste material or rubbish caused by his employees or work, or the employees or work of any of his sub-contractors. At the completion of the work he shall remove all rubbish so caused from and about the site of the work and all temporary structures, tools, scaffolding and surplus materials, supplies and equipment which he or any of his subcontractors may have used in the performance of the work. In case of dispute, the OWNER may remove the rubbish and charge the cost of such removal to the CONTRACTOR. Any salvaged material not specified to be disposed of otherwise shall become the property of the CONTRACTOR and shall be removed by the CONTRACTOR from the site.

69. PHOTOGRAPHS

a. Preconstruction and Final

The CONTRACTOR shall make "before" and "after" construction photographs, as directed by the CONSULTANT, at mutually agreed upon locations so as to avoid disputes concerning the restoration work. The CONTRACTOR shall provide one (1) copy of the prints and a CD containing digital files of the photographs to the CONSULTANT. The total number of preconstruction (before) photographs required and the total number of final (after) photographs required for this contract will be determined by the OWNER. No separate payment will be made for the photographs.

b. Progress Photographs

The CONTRACTOR shall provide one (1) copy of the prints and a CD containing digital files of the photographs to the CONSULTANT.

c. Information

The CONTRACTOR shall provide information about the photographs, in either tabular format or diagrammed on the project plans, listing the following items:

Name of Project	Date Taken
CONTRACTOR's Name	Location of Photo by Plan Station
Description of Photo	
Sketch of the Contract Area with dot and arrow showing the photograph location and direction	

70. INSPECTION OF WORK

a. The CONSULTANT, other representatives of the OWNER, and representatives of other agencies having jurisdiction may inspect the materials furnished and the work done during the course of construction, and shall have unrestricted access to all parts of the work and to all points of manufacture or fabrication of materials and equipment. The CONTRACTOR shall provide such facilities as are reasonably necessary to carry out the inspection. If witnessed shop tests or inspections are required at the point of manufacture, the CONTRACTOR shall keep the CONSULTANT advised as to the progress of the work so that he may arrange for inspection at the proper time and place.

b. If the Specifications, CONSULTANT's instructions, ordinances, or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the CONSULTANT timely notice of its readiness for inspection and if the inspection is by an authority other than the CONSULTANT, of the date fixed for such inspection. If any work is covered without the approval or consent of the CONSULTANT, the CONSULTANT, may require such work to be uncovered for examination and properly restored at the CONTRACTOR'S expense.

c. At any time during the progress of the work and up to the date of final acceptance, the CONSULTANT shall have the right to reject any work which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for. Any omissions or failure on the part of the CONSULTANT to disapprove or reject any work or materials at the time of inspection shall not be construed as an acceptance of any defective work or materials. If any work or materials shall be condemned by the CONSULTANT as defective, or improperly done, such work shall be removed and replaced, or the defects otherwise remedied in a manner satisfactory to the CONSULTANT, and consistent with the intent of the Contract. Any retesting or reinspection required as a result of failure to meet contract requirements will be at the CONTRACTOR'S expense. The cost of such retesting and reinspection will be deducted from payments due the CONTRACTOR.

71. CORRECTION OF WORK

- a. The CONTRACTOR shall promptly remove from the premises all materials condemned by the CONSULTANT as failing to meet Contract requirements, whether incorporated in the work or not, and the CONTRACTOR shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the OWNER and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- b. If the CONTRACTOR does not remove such condemned work and materials within ten (10) calendar days after written notice, the OWNER may remove them and may store the materials at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the expense of such removal within ten (10) calendar days thereafter, the OWNER may, upon ten (10) calendar days written notice, sell such materials at auction or at private sale and shall pay to the CONTRACTOR the net proceeds thereof, after deducting all the costs and expenses that should have been borne by the CONTRACTOR.

72. CONSTRUCTION AND DEMOLITION DEBRIS

The New York State Department of Environmental Conservation regulates solid waste management facilities under Title 6 of the Official Compilation of Codes, Rules and Regulations of the State of New York (6 NYCRR Part 360). Sub-part 360-7 regulates the disposal of construction and demolition debris, and the construction and operation of construction and demolition debris landfills. Disposal of all construction and demolition debris shall be in accordance with these regulations.

Nothing herein is intended to prevent the Contractor from removing materials to off-site locations for speculative accumulation, beneficial use, recovery or recycling purposes if such activities are consistent with all applicable Federal, State and local laws and regulations.



# MONROE COUNTY CHANGE ORDER SUMMARY

No. PROJECT  
TITLE \_\_\_\_\_  
BID #\_\_\_\_\_  
PO #\_\_\_\_\_  
VENDOR #\_\_\_\_\_  
WBS ELEMENT\_\_\_\_\_  
RESOLUTION #\_\_\_\_\_  
GL ACCOUNT\_\_\_\_\_  
COST CENTER\_\_\_\_\_  
GRANT #\_\_\_\_\_  
CONTRATOR NAME / ADDRESS

MODIFICATION #1:

MODIFICATION #2:

MODIFICATION #3:

MODIFICATION #4:

MODIFICATION #5:

Net Effect on Contract:

☐ Increase☐ Decrease\$ -Time Extension (Calendar Days) 

Original Contract Amount

\$ 

Adjustments by Previous Amendatory Agreement(s)

\$ 

Current Contract Amount

\$ -

Adjustment by this Amendatory Agreement

\$ -

Total Adjusted Contract Amount

\$ -

## CONTRACT SUMMARY

1

\_\_\_\_\_  
Design Engineer/Architect\_\_\_\_\_  
Date

4

\_\_\_\_\_  
Department Head\_\_\_\_\_  
Date

2

\_\_\_\_\_  
Contractor\_\_\_\_\_  
Date

5

\_\_\_\_\_  
County Attorney\_\_\_\_\_  
Date

3

\_\_\_\_\_  
Project Manager\_\_\_\_\_  
Date

6

\_\_\_\_\_  
Purchasing Manager\_\_\_\_\_  
Date

Change orders that exceed 25% of the original contract amount must be approved by the MC Law Department.

**MONROE COUNTY**

**CONSTRUCTION PROJECT CLOSEOUT PACKAGE**

**COVER SHEET**

FOR

SAMPLE,  
(Name of Contract and/or Project, as appropriate)

SAMPLE,  
(Name of Contractor)

SAMPLE,  
(Address of Contractor)

SAMPLE,  
(Name of Consultant)

WBS Element: SAMPLE

SAP Contract No.: SAMPLE

Capital Fund No.: SAMPLE

Res. No.: SAMPLE

Project Manager: SAMPLE

Project Engineer: SAMPLE

**Forms Included:**

1. Contractor's Certification (to be completed by each prime Contractor)
2. Subcontractor's Certification (to be completed by all Subcontractors)
3. Contractor's Guarantee (to be completed by each prime Contractor)
4. Consultant's Certification (to be completed by the Consultant)
5. Owner's Acceptance (to be completed by the Owner)

Submitted and Recommended by: \_\_\_\_\_  
(Project Manager)

\_\_\_\_\_  
(Date)

Owner Department: \_\_\_\_\_



**CONTRACTOR'S CERTIFICATION**

\_\_\_\_\_ being duly sworn deposes and says:  
(Name)

1. That he/she resides at \_\_\_\_\_  
(Address)

2. That he/she is the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Contractor)

the Contractor which entered into an agreement dated \_\_\_\_\_ with the  
\_\_\_\_\_ Monroe County  
(OWNER)

for work on the SAMPLE \_\_\_\_\_;  
(Name of Project)

1. That the following is a complete list of all subcontractors, of any tier, who performed work on this contract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and that Subcontractor's Certifications are attached for all of these subcontractors.

4. Regarding liens, claims, and indebtedness:

a. That for the purpose of furnishing evidence acceptable to the project OWNER as to the satisfaction of all claims against the undersigned contractor within the meaning of the LIENS provisions in the General Conditions of the contract documents for the project, and for all intents and purposes specified in Article 3-A of the Lien Law and in Article 122 of the Penal Law of the State of New York.

b. I \_\_\_\_\_ the undersigned declares that the claims for all subcontractors,  
(Contractor)  
material suppliers, laborers/workers and all other persons and parties furnishing labor and materials with respect to the above project have been paid in full, except as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. That the above exceptions will be paid in full from the proceeds of the final payment made by the prime contractor or higher tier subcontractor;

5. Regarding the Labor Law:

a. That in accordance with Article VI of the Agreement, the Contractor hereby certifies that all of the requirements as specified under the New York State Labor Law have been complied with by this CONTRACTOR, or there is an honest dispute with respect to the provisions, and

b. Any amounts unpaid by this CONTRACTOR are listed below:

<u>Name</u>	<u>Amount</u>
_____	_____
_____	_____
_____	_____

By: \_\_\_\_\_  
(Contractor)

By: \_\_\_\_\_  
(Signature)

(Corporate Seal, if a corporation) \_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Date)

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NEW YORK:  
COUNTY OF MONROE: SS  
CITY OF ROCHESTER:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me the subscriber, personally came to me known, who being duly sworn, did depose and say that he/she resides in the \_\_\_\_\_ of New York, that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described herein, and which executed the above instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation; and that he/she signed his/her name thereto by like order.

Notary Public

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A PARTNERSHIP)

STATE OF NEW YORK:  
COUNTY OF MONROE: SS  
CITY OF ROCHESTER:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally came \_\_\_\_\_ to me known and known to me to be a member of the firm of \_\_\_\_\_ and who executed the foregoing instrument in the firm name of \_\_\_\_\_ and he duly acknowledged to me that he/she executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF NEW YORK:  
COUNTY OF MONROE: SS  
CITY OF ROCHESTER:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he executed the same.

Notary Public

**SUBCONTRACTOR'S CERTIFICATION**

\_\_\_\_\_ being duly sworn deposes and says:  
(Name)

1. That he/she resides at \_\_\_\_\_  
(Address)

2. That he/she is the \_\_\_\_\_  
(Title)

of \_\_\_\_\_  
(Subcontractor)

the Subcontractor which entered into an agreement dated \_\_\_\_\_ with the  
\_\_\_\_\_  
(Prime contractor or higher tier subcontractor)

for work on the SAMPLE  
(Name of Project)

2. That the following is a complete list of all subcontractors, of any tier, who performed work on this subcontract:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

and that Subcontractor's certifications are attached for all of these subcontractors.

4. Regarding liens, claims, and indebtedness:

b. That for the purpose of furnishing evidence acceptable to the project OWNER as to the satisfaction of all claims against the undersigned contractor within the meaning of the LIENS provisions in the General Conditions of the contract documents for the project, and for all intents and purposes specified in Article 3-A of the Lien Law and in Article 122 of the Penal Law of the State of New York.

b. I \_\_\_\_\_ the undersigned declares that the claims for all subcontractors,  
(Contractor)  
material suppliers, laborers/workers and all other persons and parties furnishing labor and materials with respect to the above project have been paid in full, except as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- prime contractor or higher tier subcontractor;

5. Regarding the Labor Law:

- b. That in accordance with Article VI of the Prime CONTRACTOR's agreement with the OWNER this subcontractor hereby certifies that all of the requirements as specified under the New York State Labor Law have been complied with by this subcontractor, or there is an honest dispute with respect to the provisions, and

- b. Any amounts unpaid by this SUB-CONTRACTOR are listed below:

Name \_\_\_\_\_

Name	Amount
------	--------

(Contractor)

By:

(Signature)

Corporate Seal, if a corporation)

(Typed Name and Title)

(Date)

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NEW YORK:  
COUNTY OF MONROE: SS  
CITY OF ROCHESTER:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me the subscriber, personally came to me known, who being duly sworn, did depose and say that he/she resides in the \_\_\_\_\_ of New York, that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described herein, and which executed the above instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation; and that he/she signed his/her name thereto by like order.

Notary Public

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A PARTNERSHIP)

STATE OF NEW YORK:  
COUNTY OF MONROE: SS  
CITY OF ROCHESTER:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally came \_\_\_\_\_ to me known and known to me to be a member of the firm of \_\_\_\_\_ and who executed the foregoing instrument in the firm name of \_\_\_\_\_ and he duly acknowledged to me that he/she executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF NEW YORK:  
COUNTY OF MONROE: SS  
CITY OF ROCHESTER:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he executed the same.

Notary Public

**CONTRACTOR'S GUARANTEE**

SAMPLE, Contractor for \_\_\_\_\_  
(Contractor)

SAMPLE  
(name of contract and/or project, as appropriate)

does hereby guarantee all work accomplished under this contract to be free of defects for a period of  
SAMPLE

year(s) from \_\_\_\_\_. We agree to make at our expense, all required repairs, to  
(date of acceptance)

correct any defective work, and to remedy any damages caused by such defective equipment, work or  
materials or occasioned in correcting the same. We agree to take necessary action to correct such defects  
within three (3) days after receipt of notification.

\_\_\_\_\_  
(Contractor)

\_\_\_\_\_  
(Street/Road)

\_\_\_\_\_  
(City/Town/Village)

\_\_\_\_\_  
(State)

\_\_\_\_\_  
(Zip Code)

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

\_\_\_\_\_  
(Signature)

(Corporate Seal, if a corporation)

\_\_\_\_\_  
(Typed Name and Title)

\_\_\_\_\_  
(Date)

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)

STATE OF NEW YORK:  
COUNTY OF MONROE: SS  
CITY OF ROCHESTER:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me the subscriber, personally came to me known, who being duly sworn, did depose and say that he/she resides in the \_\_\_\_\_ of New York, that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the Corporation described herein, and which executed the above instrument; that he/she knows the seal of said Corporation; that the seal affixed to said instrument is such Corporate seal; that it was so affixed by the order of the Board of Directors of said Corporation; and that he/she signed his/her name thereto by like order.

Notary Public

(ACKNOWLEDGEMENT BY CONTRACTOR, IF A PARTNERSHIP)

STATE OF NEW YORK:  
COUNTY OF MONROE: SS  
CITY OF ROCHESTER:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally came \_\_\_\_\_ to me known and known to me to be a member of the firm of \_\_\_\_\_ and who executed the foregoing instrument in the firm name of \_\_\_\_\_ and he duly acknowledged to me that he/she executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

Notary Public

(ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)

STATE OF NEW YORK:  
COUNTY OF MONROE: SS  
CITY OF ROCHESTER:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me, personally came \_\_\_\_\_, to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he executed the same.

Notary Public



# **MINORITY AND WOMEN'S BUSINESS and SERVICE-DISABLED VETERAN-OWNED BUSINESS UTILIZATION REQUIREMENTS**

## **MBE/WBE PROGRAM REQUIREMENTS & PROCEDURES**

### **a. Contract Requirements**

CONTRACTOR shall take affirmative steps to afford opportunities for MBE and WBE firms on the project and the CONTRACTOR shall make its best efforts to meet the MBE/WBE participation goals established for this project. The specific affirmative steps to be taken by CONTRACTOR are described in subparagraph c below.

The CONTRACTOR shall designate, in writing, an executive of its company who will have overall responsibility for implementing the CONTRACTOR's MBE/WBE Utilization Plan. CONTRACTOR shall be responsible for maintaining records showing subcontractor awards to MBE and WBE firms and all specific efforts to award subcontracts to such firms even if not successful. A copy of the monthly report form is included in these Specifications. This report form is to be completed by CONTRACTOR and submitted to the OWNER with each monthly progress payment application.

CONTRACTORS that are either an MBE or WBE will be allowed include their own participation towards meeting MBE/WBE participation goals established for this project. In the event a CONTRACTOR is a MBE, such CONTRACTOR shall remain subject to the goal of subcontracting at least three percent (3%) of the total cost of services to a WBE. In the event a CONTRACTOR is a WBE, such Respondent shall remain subject to the goal of subcontracting at least twelve percent (12%) of the total cost of services to a MBE. In the event a CONTRACTOR is both a MBE and WBE, the CONTRACTOR shall choose one of the two designations and shall remain subject to the subcontracting best efforts requirement for the designation not chosen.

M/WBE firms must be certified by the New York State office of Minority and Women's Business Development or the Monroe County M/WBE Certification Program (locally funded contracts only). The OWNER reserves the right to require specific certification program(s) for its projects.

CONTRACTOR shall also be required to submit payment records, which demonstrate payment by the CONTRACTOR to all subcontractors, including the MBE and WBE firms utilized on the project. Such submissions shall include affidavits certifying payments to subcontractors for work previously paid for by the OWNER. A copy of the Affidavit of Payment form to be utilized by the CONTRACTOR is included in these Specifications.

### **b. Contractor's Detailed M/WBE Utilization Plan**

M/WBE utilization plans shall be submitted with the initial bid. The utilization plan must include a detailed MBE/WBE Utilization Plan form and a signed Letter of Intent from each of the MBE/WBE firms identified in the Plan. The Plan must identify the MBE and WBE firms to be utilized by the Contractor. If specific spend information is not available, complete details must be provided on the actual work M/WBEs will complete on the project, together with an explanation as to why spending data is not available shall be provided. If a firm is unable to show attainment of program goals when submitting the utilization plan, CONTRACTOR must submit a Request for M/WBE Utilization Waiver with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issuance. If the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the bid may be disqualified as non-responsive.

The OWNER'S Director of Diversity, Equity, and Inclusion (DEI) shall be responsible for approving CONTRACTOR's MBE/WBE Utilization Plan; any utilization waiver applications; and/or reviewing each subcontractor's MBE or WBE certifications.

The CONTRACTOR will be obligated, throughout the term of the Contract, to furnish to the OWNER'S M/WBE/SDVOB Program Manager copies of all subcontracts with M/WBE firms for Project work. Failure to provide the OWNER with a copy of such subcontracts prior to commencement of the subcontracted work shall constitute a breach of CONTRACTOR's obligations and the OWNER shall have the right, at its discretion, to order the work suspended until CONTRACTOR has complied with this provision. Any costs associated with or resulting from a suspension of work due to CONTRACTOR's failure to comply with this provision shall be CONTRACTOR's sole responsibility.

Any amendments to the Utilization Plan submitted by CONTRACTOR must be approved by the OWNER'S M/WBE/SDVOB Program Manager, including, without limitation, changes in the work to be subcontracted to MBE/WBE firms; changes in the use of MBE/WBE firms; and/or substitutions of MBE/WBE firms. Updated utilization plans shall be submitted when one of the following conditions exists:

1. For contracts with a total value of less than \$100,000 when an amendment or change order is more than 25% of the total contract value
2. For contracts with a total value of more than \$100,000 when an amendment or change order is more than \$50,000.

c. Disqualification of Proposals

Without limiting other grounds for the disqualification of bids on the basis of non-responsiveness and/or non-responsibility, the OWNER may disqualify a bid as being nonresponsive and/or non-responsible for failure to provide a MBE/WBE Utilization Plan, obtain a waiver, and/or remedy noted deficiencies in the contractor's MBE/WBE Utilization Plan.

d. Best Effort

Where it appears that a Bidder, after making its best efforts, cannot comply with M/WBE participation requirements, a Bidder may submit a written application with its bid requesting a partial or total waiver of such requirements, setting forth the reasons for the Bidder's inability to meet any or all of the participation requirements and an explanation of the efforts undertaken by the Bidder to obtain the required participation of certified businesses. The OWNER'S Director of DEI will evaluate utilization waiver applications to determine if the Bidder's efforts are sufficient to grant the waiver. Efforts to obtain M/WBE participation that are merely pro forma are not best efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of M/WBE participation sufficient to meet the goal. In order to evaluate a Bidder's best efforts, the OWNER'S Director of DEI will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the OWNER'S Director of DEI will consider as part of the Bidder's best efforts to obtain M/WBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all certified M/WBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all certified M/WBEs listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.
2. The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the M/WBEs to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the M/WBEs are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different media.

**The CONTRACTOR shall solicit quotes from qualified firms listed in the NYS M/WBE or Monroe County directory, regardless if they have their own database of M/WBE firms.** The Bidder shall keep records of efforts to solicit and negotiate with M/WBEs as evidence of best efforts. These records must include the firms contacted, method of contact, evidence of actions, and contact information of individuals that were sent outreach efforts. M/WBE firms should be given a minimum of 10 business days to submit quotes.

3. Selecting portions of the work to be performed by M/WBEs in order to increase the likelihood that the M/WBE goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate M/WBE participation, **even when the Bidder might prefer to perform these work items with its own forces.** This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates M/WBE participation
  4. Providing interested M/WBEs with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.
  5. Negotiating in good faith with interested M/WBEs. It is the Bidder's responsibility to make a portion of the work available to M/WBE subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available M/WBE subcontractors and material suppliers, to facilitate M/WBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of M/WBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for M/WBEs to perform the work.
  6. Additional Costs. The fact that there may be some additional costs involved in finding and using M/WBEs is not in itself sufficient reason for a bidder's failure to meet the contract M/WBE goal, as long as such costs are reasonable. The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make best efforts.
  7. Replacement Firms. A prime contractor's inability to find a replacement M/WBE at the original price is not sufficient to support a finding that best efforts have been made to replace the original M/WBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make best efforts to find a replacement M/WBE, and it is not a sound basis for rejecting a prospective replacement M/WBE's reasonable quote.
  8. Making efforts to assist interested M/WBEs in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.
  9. Making efforts to assist interested M/WBEs in obtaining necessary equipment, supplies, materials, or related assistance.
  10. The OWNER'S M/WBE/SDVOB Program Manager will provide assistance to potential bidders in connecting with M/WBEs.
- e. **Payment Deductions**

The CONTRACTOR's failure to perform in accordance with an approved M/WBE Utilization Plan shall constitute a default by the CONTRACTOR of the obligations under the Contract. In the event of such a default by CONTRACTOR, the OWNER shall be entitled to deduct payment to CONTRACTOR in the percentage amount of the Contract which equals CONTRACTOR's shortfall

from the M/WBE participation goals for this project. Such deductions by the OWNER may begin with the CONTRACTOR's initial payment application, and will carry-over to subsequent payment applications until the total amount of the deductions equals the amount of the MBE/WBE participation goal shortfall. In the event the CONTRACTOR thereafter performs in accordance with an approved M/WBE Utilization Plan, the OWNER will reimburse any payment deductions made pursuant to this provision. In the event the CONTRACTOR continues to fail to perform in accordance with an approved M/WBE Utilization Plan, the OWNER will retain any payment deductions made pursuant to this provision and may seek any other rights and remedies available to OWNER under law or in equity.

f. Additional Requirements

1. M/WBE SUPPLIER

M/WBE supplier participation shall be based on 50% of their contract amount. This participation shall be based on 100% of contract amount if said MBE/WBE installs the material they are supplying.

A supplier is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials or supplies required for the performance of the contract are bought, kept in stock, and regularly sold to the public in the usual course of business. It is a firm that engages in, as its principal business, and in its own name, the purchase and sale of the products in question. One who deals in bulk items such as steel, cement, gravel, stone and petroleum products need not keep such products in stock, if it owns or operates distribution equipment.

2. M/WBE TRUCKING

- (a) No material costs will be credited towards a project's M/WBE goals
- (b) In the event that the M/WBE Trucking entity intends to subcontract, such subcontracting shall be governed by subsection 4. M/WBE SUBCONTRACT TO NON-M/WBE's.

3. M/WBE LABOR ONLY SUBCONTRACTS

The M/WBE subcontractor shall submit documentation of the relationship between his work force and the prime contractor's work force. The prime contractor and the M/WBE subcontractors shall submit copies of the certified payrolls to the OWNER (or his designee).

4. M/WBE SUBCONTRACT TO NON-M/WBE's

In order to allow management flexibility for M/WBE firms, the M/WBE firms are permitted to subcontract up to 49% of any single M/WBE subcontract to non-M/WBEs and still have the whole M/WBE subcontract count towards fulfillment of the M/WBE utilization requirement. If the M/WBE firm contracts out more than 49% of any single M/WBE subcontract to non-M/WBE firms, the Subcontract between the M/WBE and the prime contractor shall no longer be considered a bona fide M/WBE subcontract.

g. Conditions of Participation

M/WBE participation will be counted toward meeting the M/WBE contract goals, subject to all of the following conditions:

1. Commercially Useful Function

The Prime Contractor is responsible for ensuring that M/WBEs working on the contract perform a commercially useful function. A M/WBE is considered to perform a commercially useful function when it is responsible for the execution of a distinct element of work on a contract and carries out his/her responsibilities by actually performing, managing, and supervising the work involved in accordance with normal industry practice (except where such practices are inconsistent with the

M/WBE regulations). Arrangements that erode the ownership, control, or independence of the M/WBE or in any other way does not meet the commercially useful function requirement, the Contractor shall receive no credit toward the goal.

## 2. Work Force

The M/WBE firm must employ a work force (including administrative and clerical) separate and apart from that employed by the Prime Contractor, other subcontractors on the project, or their affiliates. This does not preclude the employment by the M/WBE of an individual that has been previously employed by another firm involved in the contract, provided that the individual was independently recruited by the M/WBE in accordance with customary industry practice. The routine transfer of work crews from another employer to the M/WBE shall not be allowed.

## 3. Supervision

All work performed by the M/WBE must be controlled and supervised by the M/WBE without duplication of supervisory personnel from the Consultant/Prime Contractor or other subcontractors. This does not preclude routine communication between the supervisory personnel of the M/WBE and other supervisors necessary to coordinate the work of the contract.

## 4. Equipment

M/WBE subcontractors may supplement their equipment by renting or leasing additional equipment in accordance with customary industry practice. However, no more than 50% of the equipment required to perform the work of the subcontractor may be obtained from the Prime Contractor, other subcontractors on the project, or their affiliates. If the M/WBE obtains equipment from any of those sources, the County of Monroe shall receive from the M/WBE documentation demonstrating that similar equipment and terms could not be obtained at a lower cost from other customary sources of equipment. The required documentation shall include, but not be limited to, copies of the rental or leasing agreements, and the names, addresses, and terms quoted by other sources of equipment.

### h. Certification Process

The State of New York and Monroe County maintain a list of firms which have previously been certified as MBE's or WBE's as those terms are defined below.

#### 1. Definitions

The following terms are defined as follows:

- (a) Minority Business Enterprise (MBE) - an independent business completely or substantially owned, controlled and operated by one or more members of specified minority groups or socially and economically disadvantaged individuals.
- (b) Women's Business Enterprise (WBE) - an independent business completely or substantially owned, controlled and operated by one or more women.
- (c) Independent - demonstrably free from any control, domination or undue influence by individuals or businesses who are not intended to be primary beneficiaries of the MBE/WBE program.
- (d) Business - an entity capable of performing a commercially useful function, including management and supervision of the work.

- (e) Owned, controlled and operated - minority or women owners must: (a) have at least 51% of the beneficial ownership interest of the business; (b) share in the risks and profits commensurate with their percentage of ownership; (c) possess the power to direct or cause the direction of the management and policies of the business; (d) be actively involved in the day-to-day management and operation of the firm.
- (f) Specified minority groups - Black Americans, Hispanic Americans, Native Americans and Asian Pacific Americans.
- (g) Socially and economically disadvantaged - member of a group or an individual found to be socially and economically disadvantaged by the U.S. Small Business Administration under Section 8(a) of the Small Business Act, as amended (15 USC Section 637 (a)).

## CERTIFIED SDVOB FIRMS PROGRAM REQUIREMENTS & PROCEDURES

### a. Contract Requirements

CONTRACTOR shall take affirmative steps to afford opportunities for Certified Service-Disabled Veteran-Owned Business (SDVOB) Firms on the project and shall make its best efforts to meet the participation goals established for this project. The specific affirmative steps to be taken by CONTRACTOR are described in subparagraph d below.

The CONTRACTOR shall designate, in writing, an executive of its company who will have overall responsibility for implementing the CONTRACTOR's SDVOB Utilization Plan. CONTRACTOR shall be responsible for maintaining records showing subcontractor awards and all specific efforts to award subcontracts to such firms even if not successful. A copy of the monthly report form is included in these Specifications. This report form is to be completed by CONTRACTOR and submitted to the OWNER with each monthly progress payment application.

CONTRACTORS that are a Certified SDVOB Firm will be allowed include their own participation towards meeting SDVOB participation goals established for this project.

CONTRACTOR shall be required to submit payment records, which demonstrate payment by the CONTRACTOR to all subcontractors, including Certified SDVOB Firms utilized on the project. Such submissions shall include affidavits certifying payments to subcontractors for work previously paid for by the OWNER. A copy of the Affidavit of Payment form to be utilized by the CONTRACTOR is included in these Specifications.

### b. Contractor's Detailed SDVOB Utilization Plan

SDVOB utilization plans shall be submitted with the initial bid. The utilization plan must include a detailed SDVOB Utilization Plan form and a signed Letter of Intent from each of the Certified SDVOB Firms identified in the Plan. The Plan must identify the Certified SDVOB Firms to be utilized by the Contractor. If specific spend information is not available, complete details must be provided on the actual work Certified SDVOB Firms will complete on the project, together with an explanation as to why spending data is not available shall be provided. If a firm is unable to show obtainment of program goals when submitting the utilization plan, CONTRACTOR must submit a Request for SDVOB Utilization Waiver with the initial bid. An approved Utilization Plan or granted utilization waiver will be required prior to contract issuance. If the Utilization Plan is reviewed and determined to be insufficient and/or a utilization waiver is not granted, the bid may be disqualified as non-responsive.

The OWNER'S Director of Diversity, Equity, and Inclusion (DEI) shall be responsible for approving CONTRACTOR's SDVOB Utilization Plan; any utilization waiver applications; and/or reviewing each subcontractor's Certified SDVOB Firms certifications.

The CONTRACTOR will be obligated, throughout the term of the Contract, to furnish to the OWNER'S M/WBE/SDVOB Program Manager copies of all subcontracts with Certified SDVOB Firms for Project work. Failure to provide the OWNER with a copy of such subcontracts prior to commencement of the subcontracted work shall constitute a breach of CONTRACTOR's obligations and the OWNER shall have the right, at its discretion, to order the work suspended until CONTRACTOR has complied with this provision. Any costs associated with or resulting from a suspension of work due to CONTRACTOR's failure to comply with this provision shall be CONTRACTOR's sole responsibility.

Any amendments to the SDVOB Utilization Plan submitted by CONTRACTOR must be approved by the OWNER'S M/WBE/SDVOB Program Manager, including, without limitation, changes in the work to be subcontracted to Certified SDVOB Firms; changes in the use of Certified SDVOB Firms; and/or substitutions of Certified SDVOB Firms. Updated utilization plans shall be submitted when one of the following conditions exists:

1. For contracts with a total value of less than \$100,000 when an amendment or change order is more than 25% of the total contract value
2. For contracts with a total value of more than \$100,000 when an amendment or change order is more than \$50,000.

c. Disqualification of Proposals

Without limiting other grounds for the disqualification of bids on the basis of non-responsiveness and/or non-responsibility, the OWNER may disqualify a bid as being nonresponsive and/or non-responsible for failure to provide a SDVOB Utilization Plan, obtain a waiver, and/or remedy noted deficiencies in the contractor's SDVOB Utilization Plan.

d. Best Effort

Where it appears that a Bidder, after making its best efforts, cannot comply with SDVOB participation requirements, a Bidder may submit a written application with its bid requesting a partial or total waiver of such requirements, setting forth the reasons for the Bidder's inability to meet any or all of the participation requirements and an explanation of the efforts undertaken by the Bidder to obtain the required participation of certified businesses. The OWNER'S Director of DEI will evaluate utilization waiver applications to determine if the Bidder's efforts are sufficient to grant the waiver. Efforts to obtain SDVOB participation that are merely pro forma are not best efforts, nor are efforts that, even if they are sincerely motivated, given all relevant circumstances, could not reasonably be expected to produce a level of SDVOB participation sufficient to meet the goal. In order to evaluate a Bidder's best efforts, the OWNER'S Director of DEI will consider the quality, quantity, and intensity of the different kinds of efforts that the Bidder has made. Below is a list of the types of actions which the OWNER'S Director of DEI will consider as part of the Bidder's best efforts to obtain SDVOB participation. It is not intended to be a mandatory checklist, nor is it intended to be exhaustive or exclusive. Other factors or types of efforts may be relevant in appropriate cases:

1. The Bidder shall conduct market research to identify small business contractors and suppliers and solicit, through all reasonable and available means, the interest of all Certified SDVOB Firms that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events; advertising and/or written notices; posting of notices of sources sought and/or requests for proposals, written notices or emails to all Certified SDVOB Firms listed in the appropriate directory of certified firms that specialize in the areas of work desired and which are located in the area or surrounding area.
2. The Bidder shall solicit this interest as early in the bidding process as practicable, to allow the Certified SDVOB Firms to respond to the solicitation and submit a timely offer. The Bidder shall determine with certainty if the Certified SDVOB Firms are interested by taking appropriate steps, including following up the initial solicitation with at least one additional solicitation via a different

media. **The CONTRACTOR shall solicit quotes from Certified SDVOB Firms listed in the NYS or US SBA SDVOB Directories regardless if they have their own database of SDVOB firms.**

The Bidder shall keep records of efforts to solicit and negotiate with Certified SDVOB Firms as evidence of best efforts. These records must include the firms contacted, method of contact, evidence of actions, and contact information of individuals that were sent outreach efforts. Certified SDVOB Firms shall be given a minimum of 10 business days to submit quotes.

3. Selecting portions of the work to be performed by Certified SDVOB Firms in order to increase the likelihood that the SDVOB goal will be achieved. This includes, where appropriate, either breaking down operations or combining like or related operations into logistically and economically feasible units to facilitate SDVOB participation, **even when the Bidder might prefer to perform these work items with its own forces.** This may include, where possible, establishing flexible time frames for performance and delivery schedules in a manner that encourages and facilitates SDVOB participation.
4. Providing interested Certified SDVOB Firms with adequate information on where and how to obtain the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their timely offer.
5. Negotiating in good faith with interested Certified SDVOB Firms. It is the Bidder's responsibility to make a portion of the work available to Certified SDVOB Firms subcontractors and material suppliers and to select those portions of the work or material needs consistent with the available SDVOB subcontractors and material suppliers, to facilitate SDVOB participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of Certified SDVOB Firms that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for Certified SDVOB Firms to perform the work.
6. Additional Costs. The fact that there may be some additional costs involved in finding and using Certified SDVOB Firms is not in itself sufficient reason for a bidder's failure to meet the contract SDVOB goal, as long as such costs are reasonable. The ability or desire of a Bidder to perform the work of a contract with its own organization does not relieve the Bidder of the responsibility to make best efforts.
7. Replacement Firms. A prime contractor's inability to find a replacement Certified SDVOB Firms at the original price is not sufficient to support a finding that best efforts have been made to replace the original Certified SDVOB Firm. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make best efforts to find a replacement Certified SDVOB Firms, and it is not a sound basis for rejecting a prospective replacement Certified SDVOB Firms reasonable quote.
8. Making efforts to assist interested Certified SDVOB Firms in obtaining bonding, lines of credit or insurance as required by the Department or the Bidder.
9. Making efforts to assist interested Certified SDVOB Firms in obtaining necessary equipment, supplies, materials, or related assistance.
10. The OWNER'S M/WBE/SDVOB Program Manager will provide assistance to potential bidders in connecting with Certified SDVOB Firms.

f. **Payment Deductions**

The CONTRACTOR's failure to perform in accordance with an approved SDVOB Utilization Plan shall constitute a default by the CONTRACTOR of the obligations under the Contract. In the event of such a default by CONTRACTOR, the OWNER shall be entitled to deduct payment to CONTRACTOR in the percentage amount of the Contract which equals CONTRACTOR's shortfall



from the SDVOB participation goals for this project. Such deductions by the OWNER may begin with the CONTRACTOR's initial payment application, and will carry-over to subsequent payment applications until the total amount of the deductions equals the amount of the SDVOB participation goal shortfall. In the event the CONTRACTOR thereafter performs in accordance with an approved SDVOB Utilization Plan, the OWNER will reimburse any payment deductions made pursuant to this provision. In the event the CONTRACTOR continues to fail to perform in accordance with an approved SDVOB Utilization Plan, the OWNER will retain any payment deductions made pursuant to this provision and may seek any other rights and remedies available to OWNER under law or in equity.

g. Definitions. The following terms are defined as follows:

1. Certified SDVOB Firms—Federal SDVOSB Certified Contractors and/or State SDVOB Certified Contractors.
2. Federal SDVOSB Certified Firms—Service-Disabled Veteran-Owned Small Business Concerns that have been certified by the U.S. Small Business Administration in accordance with 13 C.F.R. Part 128.
3. SDVOB Utilization Plan—A plan prepared by a contractor and submitted in connection with a proposed county contract. The utilization plan shall identify Certified SDVOB Firms, if known, that have committed to perform work in connection with the proposed county contract as well as any such Certified SDVOB Firms, if known, which the contractor intends to use in connection with the contractor's performance of the proposed county contract. The plan shall specifically contain a list, including the name, address and telephone number, of each Certified SDVOB Firms with which the contractor intends to subcontract.
4. State SDVOB Certified Firms—Service-Disabled Veteran-Owned Business Enterprises that have been certified by the New York State Division of Service-Disabled Veterans' Business Development in accordance with Veterans' Services Law § 41.

## **MINORITY AND WOMEN BUSINESS ENTERPRISES CONTRACTORS** **MONROE COUNTY AND NYS DIRECTORIES**

A directory of New York State certified Minority and Women Business Enterprises (MWBE's) can be searched on the NYS web site at <https://ny.newnycontracts.com>. Select MWBE DIRECTORY from the side menu. Search the NYS M/WBE Directory of Certified Firms by entering search terms and clicking **Search**. You must select at least one certification type.

A directory of Monroe County certified M/WBE's for use on locally funded contracts can be found at: <https://www.monroecounty.gov/dei-mwbe>.

## **SERVICE-DISABLED VETERAN-OWNED BUSINESS CONTRACTORS** **NYS AND FEDERAL DIRECTORIES**

A directory of New York State certified Service-Disabled Veteran-Owned Businesses (SDVOB's) can be searched on the NYS web site at <https://sdves.ogs.ny.gov/business-search>

A directory of Federal certified Service-Disabled Veteran-Owned Businesses (SDVOB's) can be searched on the U.S. Department of Veterans Affairs' web site at <https://vetbiz.va.gov/advancedsearch/>

## MONROE COUNTY MBE/WBE/SDVOB MONTHLY REPORT

**PROJECT:** \_\_\_\_\_ **Your Firm Name:** \_\_\_\_\_  
**CONTRACT:** \_\_\_\_\_ **Contact Person:** \_\_\_\_\_  
**CURRENT MONTH:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

FIRM NAME	MBE/WBE/ SDVOB	ESTIMATED CONTRACT CURRENT AMOUNT	PAYMENTS PRIOR TO CURRENT MONTH	PAYMENTS CURRENT MONTH	ESTIMATED DOLLAR VALUE OF REMAINING WORK	CONTRACT STATUS C - Date Completed E - Est. Comp. Date	DESCRIPTION OF WORK DONE AND SUB- CONTRACTOR'S PERFORMANCE: INDICATE D-M-Y (SEE NOTE #1)

- NOTES:**
1. If no comments are provided, it is assumed performance is acceptable.
  2. Attach to this the monthly copies of canceled checks or other proof of payment to the MBE/WBE/SDVOB.

## **MBE/WBE/SDVOB AFFIDAVIT OF PAYMENT**

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

\_\_\_\_\_, BEING DULY SWORN, deposes and says:

1. I am the \_\_\_\_\_ of \_\_\_\_\_  
(CONTRACTOR), a company duly authorized to conduct business in the State of New York and that I have full authority to execute this document on behalf of said CONTRACTOR.
2. That CONTRACTOR entered into a contract dated \_\_\_\_\_ with \_\_\_\_\_  
(Subcontractor) for the performance of the following scope of services:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
3. That Subcontractor is believed by CONTRACTOR to be a bona fide minority or women's business enterprise (MBE or WBE respectively) as defined by the Agreement between the CONTRACTOR and the OWNER for  
\_\_\_\_\_  

(Contract Name or Title)
4. That the Subcontractor did actually perform the services described above.
5. That as compensation for work previously performed and vouchered for, the CONTRACTOR has paid to the Subcontractor \_\_\_\_\_ (\$ \_\_\_\_\_) and that said sum represents all sums due and owing to date for the Subcontractor's performance except \_\_\_\_\_ (\$ \_\_\_\_\_) which remains unpaid because  
\_\_\_\_\_  
\_\_\_\_\_
6. That I make the foregoing statements with full knowledge that the information contained herein will be used and relied upon by one (1) or more public servants in the performance of official duties.
7. I am aware that Section 210 of the New York State Penal Law provides that deliberately making a sworn false statement with intent to mislead a public servant in the performance of his official duties is a crime and that my making a false statement in this document constitutes a violation of that section and subjects me to possible criminal prosecution.

IN WITNESS WHEREOF, the CONTRACTOR has caused this certificate to be duly executed by the undersigned officer who is duly authorized to do so.

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

By: \_\_\_\_\_  
(Title)

**(ACKNOWLEDGEMENT BY CONTRACTOR, IF A CORPORATION)**

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who being duly sworn, did depose and say that he resides in \_\_\_\_\_; that he/she is the \_\_\_\_\_ of the \_\_\_\_\_, Corporation described herein and which executed the foregoing instrument; and that he/she knows the Seal of said Corporation; that the seal affixed to the instrument is such Corporate Seal; that it was so affixed by order of the Board of Directors of said Corporation and that he/she signed his/her name thereto by like order.

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

**(ACKNOWLEDGEMENT BY CONTRACTOR, IF A PARTNERSHIP)**

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be a member of the firm of \_\_\_\_\_, and known to me to be an individual described in, and who executed the foregoing instrument in the firm name of \_\_\_\_\_ and he/she duly acknowledged to me that he executed the same for and in the behalf of said firm for the uses and purposes mentioned therein.

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

**(ACKNOWLEDGEMENT BY INDIVIDUAL CONTRACTOR)**

STATE OF NEW YORK:

SS:

COUNTY OF MONROE:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be the person described in and who executed the foregoing instrument and duly acknowledged that he/she executed the same.

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

<b><u>Bidder/Contractor's Detailed MBE/WBE/SDVOB Utilization Plan</u></b>					
<b>Bidder/Contractor Information</b>				<b>BID/RFP/RFQ Title</b>	
Company Name					
POC Name					
Phone					
E-Mail					
<b><u>Projected MBE/WBE/SDVOB Spending Summary</u></b>					
<b>Total Bid/Contract Value</b>					
<b>Minority Business Enterprise (MBE)</b>		<b>Women Business Enterprise (WBE)</b>		<b>Service Disabled Veteran Owned Business (SDVOB)</b>	
MBE Goal Percentage	12%	WBE Goal Percentage	3%	SDVOB Goal Percentage	6%
MBE Goal Amount	\$	WBE Goal Amount	\$	SDVOB Goal Amount	\$
MBE Utilization Amount	\$	WBE Utilization Amount	\$	SDVOB Utilization Amount	\$
MBE Utilization Percentage	%	WBE Utilization Percentage	%	SDVOB Utilization Percentage	%
MBE Utilization Shortfall	\$	WBE Utilization Shortfall	\$	SDVOB Utilization Shortfall	\$
<b><u>Contractor Utilization Plan Checklist</u></b>					
Utilization Plan:	Please be specific and provide detail of work being performed by MBE/WBE/SDVOB				
Letters of Intent:	Signed form must be submitted for each MBE/WBE/SDVOB listed on the plan.				
Waiver Request:	Must be submitted if there are any dollar amounts listed under <b>"Utilization Shortfall"</b>				
<b>DEI Use Only</b>					
Plan Approved	Plan Disapproved		Waiver Granted	Waiver Denied	
By:			Date:		

## CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION

### PLAN SECTION I-MBE PARTICIPATION

MBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				

## CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

### SECTION II-WBE PARTICIPATION

WBE FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				



## CONTRACTOR'S DETAILED MBE/WBE/SDVOB UTILIZATION PLAN

### SECTION III - SDVOB PARTICIPATION

SDVOB FIRM		DESCRIPTION OF WORK	CONTRACT INFORMATION	
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				
NAME			CONTRACT AMOUNT	
ADDRESS			DATE OF CONTRACT	
			SCHEDULE START DATE	
CERTIFICATION			PAYMENT SCHEDULE	
CONTACT PERSON			COMPLETION DATE	
PHONE				
EMAIL				

**MBE/WBE/SDVOB LETTER OF INTENT**

PROJECT: \_\_\_\_\_

TO: \_\_\_\_\_  
(Name of Bidder)

\_\_\_\_\_ intends to perform work on the above project as a: (Check one):  
(MBE/WBE/SDVOB Subcontractor)

MBE

WBE

SDVOB

The above-identified (MBE/WBE/SDVOB) is prepared to perform the following described work in connection with the above project:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

at the following price: \_\_\_\_\_.

You have projected the following commencement date for such work, and the undersigned is projecting completion of such work as follows:

Projected Start Date: \_\_\_\_\_

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

With respect to the proposed subcontract described above, \_\_\_\_\_% of the dollar value of such subcontract will be sublet and/or awarded to non-M/WBE/SDVOB contractors or non-M/WBE/SDVOB suppliers. The undersigned will enter into a formal agreement for the above work with you conditioned upon your execution of a contract with the County of Monroe.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of M/WBE-SDVOB Contractor

\_\_\_\_\_  
Authorized Signature



## APPLICATION FOR WAIVER OF MBE/WBE/SDVOB PARTICIPATION GOAL

<b>Section 1: Basic Information</b>			
Contractor's Name:		E-Mail Address:	
Street Address:		Telephone:	
City, State, Zip Code		Bid/RFQ/RFP Title:	
MBE Goal %12		WBE Goal 3%	
		SDVOB Goal 3%	
<b>Section 2: Type of MBE/WBE/SDVOB Waiver Requested (Check Appropriate Boxes)</b>			
MBE Waiver	<input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised MBE percentage:
WBE Waiver	<input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised WBE percentage:
SDVOB Waiver	<input type="checkbox"/> Total	<input type="checkbox"/> Partial	If partial waiver, please enter the revised SDVOB percentage:
Please explain the reason for the waiver request (additional pages may be attached):			
<b>Section 3: Supporting Documentation</b>			
Provide the following documentation as evidence of your best efforts to meet the MBE/WBE/SDVOB goals set forth in the contract and in support of your waiver application. If Attachment F is applicable, you must include the date on the space provided and copies of the notice of application receipt.			
<ul style="list-style-type: none"><li><input type="checkbox"/> <b>Attachment A.</b> List of the general circulation, trade and MBE/WBE/SDVOB-oriented publications and dates of publications soliciting for certified MBE/WBE/SDVOB participation as a subcontractor/supplier and copies of such solicitation.</li><li><input type="checkbox"/> <b>Attachment B.</b> List of the certified MBE/WBE/SDVOB appearing in the NY State M/WBE and SDVOB directories, the Federal SDVOSB Directory and the Monroe County M/WBE Directory that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MBE/WBE/SDVOB s. Describe specific reasons that responding certified MBE/WBE/SDVOBs were not selected for subcontracting.</li><li><input type="checkbox"/> <b>Attachment C.</b> Descriptions of the contract documents/plans/specifications made available to certified M/WBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MBE/WBE/SDVOBs.</li><li><input type="checkbox"/> <b>Attachment D.</b> Description of the negotiations between the contractor and certified MBE/WBE/SDVOB s for the purposes of complying with the MBE/WBE/SDVOB goals of this contract.</li><li><input type="checkbox"/> <b>Attachment E.</b> Identify dates of any pre-bid, pre-award, or other meetings attended by contractor, if any, scheduled by Monroe County with certified MBE/WBE/SDVOB.</li><li><input type="checkbox"/> <b>Attachment F.</b> Waiver Pending ESD, OGS, or Monroe County Certification (Check here if subcontractors or suppliers of Contractor are not certified MBE/WBE/SDVOB, but an application for certification has been filed with New York State or Monroe County). Date of such filing with New York State: Must provide a copy of notice of application receipt issued by Empire State Development (ESD), Office of General Services (OGS) or an application statement form DEI/M/WBE-SDVOB: _____</li><li><input type="checkbox"/> <b>Attachment G:</b> List of all proposed subcontractors and the scope of work they will perform, regardless of certification status.</li><li><input type="checkbox"/> <b>Attachment H.</b> Other information deemed relevant to the request.</li></ul>			
<b>Section 4: Signature and Contact Information</b>			
By signing and submitting this form, the contractor certifies that best efforts were made to promote MBE/WBE/SDVOB participation pursuant to the MBE/WBE/SDVOB requirements set forth under the contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.			
Prepared By: (Signature)			Date:

**FOR DEI USE ONLY**

Reviewed By:

Date:

## Decision

- ☐ Full MBE waiver granted  
☐ Partial MBE waiver granted: revised MBE goal \_\_\_\_%  
☐ MBE waiver denied  
☐ Full WBE waiver Granted  
☐ Partial WBE waiver granted: revised WBE goal \_\_\_\_%  
☐ WBE waiver denied  
☐ Full SDVOB waiver granted  
☐ Partial SDVOB waiver granted: revised MBE goal \_\_\_\_%  
☐ SDVOB waiver denied

Approved By:

Date:

Date Notice of Determination Sent:

Comments:

**FOR Monroe County DEI ONLY**

Reviewed By:

Date:

## Waiver Granted:

- ☐ Yes ☐ No  
☐ MBE ☐ WBE ☐ SDVOB  
☐ Total Waiver  
☐ Partial Waiver  
☐ ESD/OGS/Monroe County Certification Waiver  
☐ \*Conditional  
☐ \*Notice of Deficiency Issued

Comments

### **EQUAL EMPLOYMENT OPPORTUNITY (EEO) REQUIREMENTS**

It is the policy of Monroe County to afford equal employment opportunity to all members of the community. In connection with that policy it is the desire of the County to provide employment opportunity for minorities and women on construction related projects so that the construction work force reflects the demographics of the available work force. Minorities are defined as Black Americans, Hispanic Americans, Native Americans and Asian Pacific Americans. To that end the successful bidder would be required to use its best efforts to achieve an overall 15% minorities and women employment goal.

In addition to assist the County in monitoring accomplishments towards work force goals, all CONTRACTORS shall submit monthly a Monroe County Monthly Employment Utilization Report (form is included in these Specifications).

**INSTRUCTIONS FOR COMPLETING MONTHLY EMPLOYMENT  
UTILIZATION REPORT FORM**

The Monthly Employment Utilization Report is to be completed by each subject contractor (both Prime and Sub) and signed by a responsible official of the company. The reports are to be filed by the 5th day of each month during the term of the contract, and they shall include the total work-hours for each employee classification in each trade in the covered area for the monthly reporting period. The prime contractor is responsible for submitting its subcontractors report, along with its own. Additional copies of this form may be obtained from Monroe County's M/WBE Program Manager.

Minority	Includes Black, Hispanic, American Indians, Alaskan Natives and Asian and Pacific Islanders, both men and women.
1. Current Goals	As stated in Bid conditions.
2. Reporting Period	From the first to the end of the month. Due on the 5th day of the following month.
3. Estimated Completion Date	Best possible estimation.
4. Percent of Job Completed	% project work contractor or sub-contractor has completed.
5. Work-Hours of Employment (a-e)	a. The total number of male hours and the total number of female hours worked by employees in each classification. b.-e. The total number of male hours and the total number of female hours worked by each specified group of minority employees in each classification.
6. Minority Percentage	The percentage of total minority work-hours of all work-hours (the sum of columns 5b, 5c, 5d, and 5e divided by column 5a; just one figure for each construction trade.
7. Female Percentage	For each trade the number reported in 5a.(F) divided by the sum of the numbers reported in 5a. M and F.
8. Total Number of Employees	Total number of male and total number of female employees working in each classification of each trade in the contractor's aggregate work force during reporting period.
9. Total Number of Minority Employees	Total number of male majority employees and total number of female minority employees working in each classification, in each trade in contractor's aggregate work force during reporting period.
10. Construction Trade	Only those construction crafts which contractor employs in the covered area.
11. & 12.	These items must be completed.

NOTE: Monroe County may demand payroll records to substantiate work hours listed on the Monthly Employment Utilization Report, if a discrepancy should arise.

<b>Project Name:</b>		1. Current Goals: Minority: _____ Female: _____		2. Reporting Period: Month: _____ Year: _____													
3. Start Date: _____ Est. Completion Date: _____		4. Percent of Job Completed: _____															
Return To: Matthew Burrell, M/WBE Program Manager Monroe County Dept. of Diversity, Equity & Inclusion CityPlace 50 W. Main Street, Suite 7131 Rochester, NY 14614		Name & Location of Contractor: _____															
Classification	Work Hours of Employment								Percentages			No. of Employees			10. Construction Trades		
	5a. All Employees		5b. Black		5c. Hispanic		5d. Asian or Pacific Islander		5e. Amer. Indians/ Alaskan Natives		6. Minority Percentage	7. Female Percentage	8. Total			9. Minority	
	Min.	Fem.	M	F	M	F	M	F	M	F			M	F		M	F
Supervisory																	
Journey Worker																	
Apprentice																	
Trainee																	
Sub Total																	
Journey Worker																	
Apprentice																	
Trainee																	
Sub Total																	
Journey Worker																	
Apprentice																	
Trainee																	
Sub Total																	
TOTAL SUPERVISORS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL JOURNEY WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL APPRENTICES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL TRAINEES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GRAND TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
11. Company Official's Title: _____		12. Telephone (Inc. Area Code): _____															
Signature: _____		Date Signed: _____															

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**MONROE COUNTY EQUAL PAY CERTIFICATION**  
***(To be Submitted with Proposal)***

The undersigned certifies, to the best of his/her knowledge, that the Contractor:

1. Compensates its employees in compliance with the Federal Equal Pay Act, 29 USC § 206, and the New York State Labor Law § 194, as amended from time to time ("Equal Pay Laws").
2. Has not been subject to an adverse finding by the United States Department of Labor, New York State Department of Labor or a court of law with regard to the Equal Pay Laws within the previous five years ("Adverse Finding"). If the Contractor has been subject to an Adverse Finding, the Contractor shall immediately disclose in writing the outcome and circumstances of such Adverse Finding to the County Purchasing Manager at the following address: Room 200, County Office Building, 39 West Main Street, Rochester, New York 14614.
3. Is not the subject of any currently pending claims involving the Equal Pay Laws. If the Contractor is the subject of any currently pending claims involving the Equal Pay Laws, the Contractor shall immediately disclose in writing to the County's Purchasing Manager the nature and status of such claims.
4. Acknowledges that the violation of one or more of the Equal Pay Laws or its filing of a false or misleading Monroe County Equal Pay Certification during the term of the Contractor's agreement with Monroe County may constitute grounds for the County in its sole discretion to immediately terminate such agreement with the Contractor and for determining the Contractor to be not qualified to participate in future Monroe County contracts.
5. Acknowledges that the Contractor will cooperate with the County's compliance monitoring and periodic auditing of Certifications provided by the Contractor to the County.

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

\_\_\_\_\_  
[Print Name of Contractor]

By: \_\_\_\_\_  
[Signature]

\_\_\_\_\_  
[Print Name]

\_\_\_\_\_  
[Print Title/Office]



**SPECIAL CONDITIONS**

1. Certification Requirements for Glazing Work

Glazing work on public works projects, where the General Construction contract exceeds one million dollars (\$1,000,000) for renovation projects and exceeds five million dollars (\$5,000,000) for new construction, shall be performed by a company that possesses a North American Contractor Certification ("NACC"). The company may employ technicians possessing a certification provided by the Architectural Glass & Metal Technician ("AGMT") as it relates to NACC criteria. The CONTRACTOR shall provide copies of current NACC certifications for itself and/or subcontractors in accordance with General Condition 42 – Shop Drawings.

As used herein, the term "glazing work" includes, but is not limited to, replacement and installation of windows, curtain walls, interior glass partitions, glass handrails, aluminum entrances, skylights, storefronts, and general installation of architectural glass and metal.

2. Barricades, Warning Signs, Lights

- a. The CONTRACTOR shall provide, erect and maintain as necessary strong and suitable barricades, danger signs and warning lights along all roads accessible to the public, as required to ensure safety to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.
- b. In addition, the CONTRACTOR shall provide and maintain such other warning signs and barricades in other areas as may be necessary or required for the safety of those employed in the work or visiting the site.
- c. The CONTRACTOR shall provide and pay for necessary watchmen and others as required to protect work and materials, and as required to permit the safe operation of pedestrian and vehicular traffic at all times.
- d. The CONTRACTOR shall not restrict access to any private road or driveway by open trenches or the storage of materials or excavated material. The CONTRACTOR shall provide and maintain suitable temporary crossings over open ditches at all private roads and driveways.
- e. Barricades, danger signs and warning lights shall be provided in accordance with local jurisdictional authorities.

3. Guarantee, City Permits

The CONTRACTOR is hereby advised that as a condition of the City permit all Contract work within the City of Rochester will require conformance with the following City of Rochester Chapter 104 code revisions effective April 5, 1982: Sections 104-17 through 104-20 and 104-56. These code revisions include information regarding Guarantee for Permanent Pavement Restoration and an Irrevocable Letter of Credit for Street Excavations.



**WAGE RATE NOTE**

PROJECT: MCC BRIGHTON CAMPUS WAYFINDING

NYSDOL PRC#: 2026011283

The Contractor shall ensure that workers are paid the appropriate wages and supplemental (fringe) benefits. Throughout the contract, the Contractor shall obtain and pay workers in accordance with periodic wage rate schedule updates from the NYS Department of Labor (NYSDOL). Wage rate amendments and supplements are available on the NYSDOL web site at **<https://dol.ny.gov/>**. All changes or clarification of labor classification(s) and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page (<https://apps.labor.ny.gov/wpp/showFindProject.do?method=showIt>), and entering the Prevailing Rate Case No. (PRC#).

A copy of the project specific prevailing wage rate schedule will be provided to the successful bidder upon award of the contract. Upon written request, the schedule will be provided by the Owner to prospective Bidders without internet access.



**LABOR WAGE RATE SHEET**  
**MCC OPTICS RENOVATION**  
**MONROE COUNTY, NEW YORK**

Contractor: \_\_\_\_\_

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

Trade: \_\_\_\_\_

Effective Date: \_\_\_\_\_ Exp. Date: \_\_\_\_\_

**BASE HOURLY RATE**

Straight	Premium	Sundays Holidays
\$ _____	\$ _____	\$ _____

**PAYROLL TAXES AND INSURANCE:**

	% / Hour
	_____ %
F.I.C.A	_____ %
Fed. Unemployment	_____ %
State Unemployment	_____ %
Workmen's Compensation	_____ %
B.I. & P.D.	_____ %
Disability	_____ %
Total	_____ %

**Payroll Taxes & Insurance Rates:**

**BASE RATE (X) TOTAL =**

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**SUPPLEMENTAL BENEFITS:**

	\$ / Hour
	\$ _____
Vacation	\$ _____
Health & Welfare	\$ _____
Pension	\$ _____
Annuity	\$ _____
Education / App.Training	\$ _____
Industry	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

Total Hourly Fringe Benefits

\$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**TOTAL LABOR WAGE RATE**

\$ _____	\$ _____	\$ _____
----------	----------	----------

## **PROPOSAL COMPLIANCE CHECK LIST**

Project Name: **MCC BRIGHTON CAMPUS WAYFINDING**  
**Bid Project No. 0602-26**

We hereby acknowledge receipt that we have reviewed the documents forming the Contract Documents for the MCC Brighton Campus Wayfinding located in Rochester, NY. We understand the documents and have received satisfactory answers to questions we have submitted.

In order to confirm that the entire Proposal is comprehended and that we,  
\_\_\_\_\_ (Bidder Name) have completed the following check-list check list to indicate our compliance.

Contractor to check the applicable column for each Proposal Deliverable Requirement to indicate if the requirements (or series of requirements) in their entirety are included in the Lump Sum Bid Package Price submitted on the Proposal Form. If any item is not included Bidder will be considered non-response and bid will be rejected.

Document	Description of Document	Comply (X)
<b>Bid Proposal Envelope</b>	Is provided with all below listed documents and is sealed and labeled with project name and bid number, bid date and time, work package number, work package description and company name.	
<b>Bid Proposal Compliance Checklist</b>	Is provided with all rows in column labeled "Comply" are checked ("X")	
<b>Proposal Form</b>	Is provided with all blanks filled in with the requested information	
	Is provided with all forms a signed and dated in blue or other non-black ink	
	Proposal Form is not modified, nor limited or restricted in any way.	
	All areas requiring a price are to be filled in as follows:	
	<ul style="list-style-type: none"><li>Supply a numerical price for all products or services to be provided for Base Bid and Alternates. (This includes a \$0.00 if there is no additional cost for any item)</li></ul>	
	<ul style="list-style-type: none"><li>The words "No Bid" if you are not interested in or unable to perform any particular portion for the bid.</li></ul>	
	<ul style="list-style-type: none"><li>All markings other than a dollar amount or the words "No Bid" shall be deemed as a "no bid" by the County and shall make the vendor non-responsive for that particular item.</li></ul>	
<b>Form of Bid Bond</b>	Is provided in accordance with page BB-1 is provided.	
<b>Contractor's Detailed MBE/WBE/SDVOB Utilization Plan Form</b>	Is provided in accordance with pages M/WBE-1 thru M/WBE-6 with all blanks filled and all requested information provided	

<b>MBE/WBE/SDVOB Letter of Intent Form</b>	Is provided in accordance with page M/WBE-10 with all blanks filled and all requested information provided	
<b>Application for Waiver of M/WBE/SDVOB Participation Goal</b>	Is provided, if requested by Contractor in accordance with pages M/WBE-15 thru M/WBE-15 with all blanks filled and all requested information provided	
<b>Equal Pay Certification</b>	Is provided in accordance with page EPC-1 with all blanks filled and all requested information provided	

Undersigned certifies that the Bidder submitting a proposal for this project has included the complete scope of work included in the Work Package required to perform the work in compliance with all of the Bid Documents.

---

Name Signature

---

Firm Title

**This document must be completed and included in the Bid Envelope.**



## SECTION 003113 - MILESTONE SCHEDULE AND CRITICAL DATES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

B. Related Work Described Elsewhere:

1. Contract Agreement
2. General Conditions

D. Critical Schedule Dates:

1. The following reflects anticipated milestone dates for the Bid Period, Contractor Procurement and Construction:

- |  |                 |
|--|-----------------|
| • Advertisement for Bid                                | June 17, 2026   |
| • Pre-bid Meeting (10:00 AM)                           | July 7, 2026    |
| Location: MCC Building 21 -2 <sup>nd</sup> Flr Conf Rm |                 |
| • Last day for Pre-bid RFI Submission                  | July 9, 2026    |
| • Last Addendum Issued                                 | July 13, 2026   |
| • Bids Due (2:00 PM EST)                               | July 16, 2026   |
| • Contractor De-Scope Meetings                         | TBD             |
| • Anticipated Notice of Award                          | August 24, 2026 |
| • Anticipated Notice to Proceed                        | September 2026  |
| • Project Final Completion                             | December 2026   |

C. The following schedule reflects anticipated milestones before Notice to Proceed:

- The Owner receives acceptable bonds and insurances within seven (7) calendar days from the General Contractor receiving the Contract Agreement.
- The Owner receives an acceptable site-specific safety plan within seven (7) calendar days from the General Contractor receiving the Contract Agreement.
- The Owner receives the executed Contract Agreement within seven (7) calendar days from the General Contractor receiving the Contract Agreement.

END OF SECTION 003113



SECTION 00 6211 - SUBMITTAL TRANSMITTAL FORM

PART 1 GENERAL

- 1.1 The Contractors must transmit each submittal with the attached Submittal Transmittal Form electronically to the Construction Manager.
- 1.2 Submittal transmittal forms must contain complete information about specified materials and must be completely filled out.
- 1.3 Submittal transmittal forms must be signed by the Contractors.
- 1.4 Incomplete submittal transmittal forms will be rejected and returned as non-compliant.

PART 2 ATTACHMENTS

- 1.1 The Submittal Transmittal Form is attached at the end of this Section.

PART 3 PRODUCTS - NOT APPLICABLE

PART 4 EXECUTION - NOT APPLICABLE

END OF SECTION 00 6211



300 State Street, Suite 201, Rochester, NY 14614  
 Phone 585.454.6110 Fax 585.454.3066  
 www.labellapc.com

Contractor's Submittal No. \_\_\_\_\_

A/E Submittal No. \_\_\_\_\_

 Contractor:  
 Address:

**Monroe County**  
**MCC Brighton Campus Wayfinding**  
 LBA Project No. 2262375

Phone / Fax: ( ) ( )

**Type of Submittal**

(check one)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Product Data  | <input type="checkbox"/> Color Selection | <input type="checkbox"/> O&M Manual      |
| <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Sample          | <input type="checkbox"/> Record Document |
| <input type="checkbox"/> Other         |  |  |

Date of Submittal: \_\_\_\_\_

Resubmitted: \_\_\_\_\_

Number of Attached: \_\_\_\_\_

**Substitution**

- ☐
- Yes
- ☐
- No

See General Conditions

**Product Identification**

Specification Section No.: \_\_\_\_\_  
 Contract Dwg. No.: \_\_\_\_\_  
 Product Name: \_\_\_\_\_  
 Part/Paragraph: \_\_\_\_\_  
 Detail Reference: \_\_\_\_\_  
 Manufacturer: \_\_\_\_\_

**Contractor Approval**

Identify that this submittal has been  
 approved by the Contractor in  
 accordance with the General Conditions

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

**Deviation From Contract Documents: (If Any)**
**Contractor Comments:**
**(A/E Use Only)**

- |                                   |  |
|-----------------------------------|--|
| <input type="checkbox"/> REVIEWED | <input type="checkbox"/> REVISE AND RESUBMIT |
| <input type="checkbox"/> REJECTED | <input type="checkbox"/> FURNISH AS NOTED    |

Corrections or comments made on the shop drawings during this review do not relieve the contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating his work with that of all other trades; and performing his work in a safe and satisfactory manner.

**LaBella Associates, D.P.C.**

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

**Architect / Engineer Comments**



## SECTION 00 6313 - REQUEST FOR INTERPRETATION FORM

### PART 1 GENERAL

- 1.1 Contractors must submit all pre-bid and construction related requests for interpretation of the contract documents in writing on the form attached at the end of this Section.
- 1.2 Requests for Interpretation (RFI) during the bidding phase and prior to contract award are to be electronically submitted to the Architect.
- 1.3 Requests for Interpretation (RFI) during construction and after the contract award are to be electronically submitted to the Construction Manager.
- 1.4 Drawing and specification information should be clearly referenced.
- 1.5 Any proposed solutions are to be included on the RFI form.
- 1.6 Questions should be clear, concise and specific to a single topic.
- 1.7 Incomplete RFI's, RFI's with unnecessary commentary or RFI's addressing multiple subjects will be returned unanswered for revision.
- 1.8 Required Request for Interpretation Form is attached at the end of this Specification Section for reference.

### PART 2 ATTACHMENTS

- 1.1 The Request for Information Form is attached at the end of this Section.

### PART 3 PRODUCTS - Not Applicable

### PART 4 EXECUTION - Not Applicable

END OF SECTION 00 6313





**REQUEST FOR INFORMATION**

<b>Requesting Contractor:</b>		
<b>Date of Request:</b>		
<b>Contractor RFI No.</b>	<b>A/E RFI No.</b> (if different):	
<div style="text-align: center;"><b>Priority</b> <input type="checkbox"/> <b>Critical</b>      <input type="checkbox"/> <b>Urgent</b>      <input type="checkbox"/> <b>Routine</b></div>		
<b>Reference Dwg:</b>	<b>Spec. Section:</b>	
<div style="text-align: center;"><b>It is the writer's opinion that this RFI could impact:</b> <input type="checkbox"/> <b>Cost</b>      <input type="checkbox"/> <b>Schedule</b>      <input type="checkbox"/> <b>Security</b></div>		

<b>Information Requested:</b>	
<b>Requested By:</b>	<b>Please Respond By:</b>

<b>Contractor's Suggested Solution: (If Any)</b>

<b>Answer:</b>	
<b>Answered By:</b>	<b>Company:</b> <b>Date:</b>



SECTION 00 6325 – PRODUCT SUBSTITUTION FORM

PART 1 GENERAL

- 1.1 If the Contractors proposes to provide any product that is not specified in the contract documents, the Contractor must submit all product substitutions in writing on the Product Substitution Form attached at the end of this Section.
- 1.2 Product substitutions both prior to the bid opening and after the contract award are to be submitted on the Request for Interpretation Form with the Product Substitution Form attached.
- 1.3 Product substitutions approvals prior to the bid opening will be made through an Addendum.
- 1.4 Product substitution approvals after the contract award will be made in writing by the Architect and/or through an amendment to the Contract.
- 1.5 The Contractor shall not proceed with any product substitutions without the written approval of the Architect or an amendment to the Contract.

PART 2 ATTACHMENTS

- 1.1 The Product Substitution Form is attached at the end of this Section.

PART 3 PRODUCTS - Not Applicable

PART 4 EXECUTION - Not Applicable

END OF SECTION 00 6313

SECTION 006325

PRODUCT SUBSTITUTION FORM

Note: Use separate form for each material, product or equipment item submitted for review.

Date: \_\_\_\_\_ Request No.: \_\_\_\_\_

Project: \_\_\_\_\_

Location: \_\_\_\_\_

Name of material, product or equipment item submitted as an equivalent:

\_\_\_\_\_

Name of material, product or equipment item specified:

\_\_\_\_\_

Specification Section \_\_\_\_\_, Article \_\_\_\_\_, Paragraph \_\_\_\_\_

Qualities that differ from specified product or system, if any:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name of Manufacturer / Fabricator

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

\_\_\_\_\_  
Name of Vendor / Supplier

\_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

Reason for requesting consideration of proposed equivalent:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

JUNE 2026  
Issued for BID

Proposed equivalent will affect other materials or systems, such as dimensional revisions, redesign of structure, or modifications to other work:

\_\_\_\_\_ No

\_\_\_\_\_ Yes, describe requirements:

Savings or credit to Contract Sum for accepting proposed equivalent, if any:

Dollars Amount in words (\$ \_\_\_\_\_) Amount in Figures

The attached data is furnished herewith for evaluation of the proposed equivalent:

Product Data \_\_\_\_\_, Drawings \_\_\_\_\_, Samples \_\_\_\_\_, Tests \_\_\_\_\_, Reports \_\_\_\_\_

Other Information:

The undersigned hereby certifies:

1. The proposed equivalent has been fully investigated and is considered equal or superior to specified brand, material, product or equipment item.
2. The same or better warranty will be furnished for proposed equivalent as for specified brand, material, product or equipment.
3. All changes in the work resulting from the use of this equivalent, if approved, will be coordinated and completed in all respects and all costs, including, but not limited to, those for additional services rendered by the Architect are the responsibility of this Contractor at no additional compensation under the Contract.

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Signed by

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

END OF SECTION 006325

SECTION 00 6354 - CHANGE PROPOSAL WORKSHEET SUMMARY FORM

PART 1 GENERAL

- 1.1 Contractors and their Subcontractors must submit all proposals for extra work in writing.
- 1.2 Proposal request must be submitted within ten (10) business days after receipt of such orders.
- 1.3 Proposal requested must be submitted in sufficient detail as directed by the Architect to identify material quantities, material unit costs, labor hours, labor rates, equipment hours, equipment rates and allowed Contractor and Subcontractor mark-ups.
- 1.4 Lump sum cost proposals will be rejected.
- 1.5 All Contractor Change Order Proposals must be submitted on the Change Proposal Worksheet Summary Form as attached at the end of this Section.

PART 2 ATTACHMENTS

- 1.1 The Change Proposal Worksheet Summary Form is attached at the end of this Section.

PART 3 PRODUCTS - Not Applicable

PART 4 EXECUTION - Not Applicable

END OF SECTION 00 6354



**Monroe County, New York  
Department of Environmental Services  
CHANGE ORDER PROPOSAL**



**Project:** MCC Brighton Campus Wayfinding

**Contractor Name:** TBD

**Owner P.O Number:** TBD

**Contractor Proposal No.:** \_\_\_\_\_

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

**Architect SI No:** \_\_\_\_\_

Refer to Form of Agreement General Conditions and Special Conditions for any and all provisions governing additional work and/or changes to the work.

In order to facilitate checking of quotations for extras or credits, all proposals, shall be accompanied by a complete itemization of costs including labor, materials and sub-contracts. Labor and materials shall be itemized in the manner prescribed below. Where major cost items are sub-contracts, they shall be itemized also. All proposals without such itemization will be returned to the Contractor for resubmission, and Owner may issue a Construction Change Directive in lieu thereof.

**Description:** Example Change Proposal

1	Labor - Base Wages*		\$	2,102.89
2	Labor - Fringe*		\$	1,572.02
3	Materials*		\$	13,744.36
4	Subtotal (Add lines 1, 2 & 3)		\$	17,419.27
5	Overhead (Apply to 4)	10%	\$	1,741.93
6	Subtotal (Add lines 4 & 5)		\$	19,161.20
7	Profit (Apply to 6)	10%	\$	1,916.12
8	Labor - Premium portion of OT*		\$	-
9	Workers Comp (Apply to 1)	** 12.32%	\$	259.08
10	NYS UI (Apply to Sum of 1,2&9)	** 9.50%	\$	373.73
11	Fed UI (Apply to Sum of 1,2&9)	** 0.60%	\$	23.60
12	Payroll Taxes-FICA (Apply to Sum of 1,2&9)	** 7.65%	\$	300.95
13	Equipment*		\$	887.80
14	Miscellaneous Charges*		\$	800.00
15	Subcontractor(s)*		\$	2,500.00
16	Prime Contractor OH&P on Subcontractor (Apply to 15)	5%	\$	125.00
17	<b>TOTAL CHANGE ORDER PROPOSED (Sum 6 thru 16)</b>		<b>\$</b>	<b>26,347.48</b>

\* Furnish itemized breakdown of costs

\*\* Furnish itemized breakdown of percentage



[illegible]



## SECTION 00 7319 - HEALTH AND SAFETY REQUIREMENTS

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. It is the policy of the Owner and Architect to have a safe and clean work site.
- B. The Contractors and their Subcontractors must always comply with the Contractors own safety program.
- C. The Contractors and their subcontractors performing construction or construction-related activities on the site, are responsible to comply with the contents of this specification section and are directly responsible for the safety of their employees.
- D. The Contractors and their subcontractors shall adhere to OSHA Regulations as well as Monroe Community College, Monroe County, local and State, fire, safety and health regulations.
- E. The Contractors and Subcontractors shall ensure that all laborers, workers and mechanics employed in the performance of any on-site work either by themselves or by their subcontractor's, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety And Health Administration that is at least ten (ten) hours in duration. Contractors shall submit to the Construction Manager said certification at least five (5) days prior to the performance of any on-site work by the Contractors and/or Subcontractor's laborers, workers and mechanics.
- F. The Contractors will provide a written project specific Safety Program, Fall Protection Program and Hazard Communication Program prior to the commencement of any construction activities. Safety Program must identify trade specific hazards for all labor including that of each subcontractor and outline guidelines to ensure that all work is performed safely.
- G. The Architect shall review the aforementioned safety program developed by the Contractors for the purposes of confirming the existence of the program only.
- H. The Contractors and their subcontractors shall use its best care, skill and diligence in supervising and directing the Work of the Contract. The Contractors and their subcontractors shall have total responsibility and control over the performance of the Contract Work, including sole responsibility for construction means, methods, techniques, sequences, and procedures for coordinating and completing the various portions of the Contract Work.
- I. Prevention of accidents at the site is the responsibility of the Contractors, its employees, subcontractors, and suppliers, persons, and entities at the site. The Contractors shall establish its own safety program implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction. The Owner or Architect is not responsible for identifying unsafe practices, and the Owner or Architect's failure to stop the Contractor's unsafe

practices shall not relieve the Contractor of the responsibility, therefore. The Contractors shall indemnify the Owner and Architect for fines and penalties imposed on the Owner and Architect as a result of safety violations.

- J. The Contractors and their Subcontractors shall report all injuries to the Owner immediately. Contractor shall submit to Owner a copy of the Accident Report. Report is to be submitted no later than twenty-four (24) hours after incident.

## PART 2 PRODUCTS (NOT APPLICABLE)

## PART 3 EXECUTION

### 3.1 VIOLATIONS RESULTING IN REMOVAL

- A. Insubordination, unsafe practices, abusive language, destruction of property, use of drugs or alcohol, possession of firearms, and solicitation will not be tolerated.
- B. The following conditions will result in the immediate removal from the project job site:
1. Any employee, supervisor or manager that exposes themselves or other employees to imminent loss of life.
  2. Any employee, supervisor or manager that openly exhibits disregard or defiance for the safety program.
  3. Knowingly falsifying any investigation document or testimony.
  4. Theft or destruction of property.
  5. Possession, consumption or under the influence of alcohol or drugs on job site.
  6. Possession of firearms on job site.
  7. Physical or verbal encounters with any individual on project site or the MCC Campus.

END OF SECTION 00 7319

SECTION 00 7373 – MCC Employee and Visitor Conduct Policy

PART 1 GENERAL

- 1.1 This specification section establishes the minimum conduct policy of all employees, visitors and construction personal.
- 1.2 The Contractors and all its Subcontractors must comply with the MCC Employee and Visitor Conduct Policy.
- 1.3 The MCC Employee and Visitor Conduct Policy is attached at the end of this specification section for reference.

PART 2 ATTACHMENTS

- 1.1 The MCC Employee and Visitor Conduct Policy is attached at the end of this Section.

PART 3 PRODUCTS - Not Applicable

PART 4 EXECUTION - Not Applicable

END OF SECTION 00 7373

## 4.2 MCC Employee and Visitor Conduct Policy

Category: Human Resources

Name of Responsible Office: Human Resources and Organizational Development

Title of Responsible Executive: Vice President, Diversity-Equity-Belonging and Executive Director, MCC  
Downtown Campus

Date Established: December 1, 2014

Date Last Approved: March 30, 2021

### Summary

As a campus of the State University of New York, Monroe Community College adheres to SUNY's policies on academic freedom, conflict of interest, ethical conduct, and the 1940 AAUP Statement on Principles of Academic Freedom and subsequently approved Interpretive Comments (1970). Monroe Community College seeks to provide and sustain an environment of mutual respect, academic freedom, scholarly pursuits and commitment to students and community. This Code of Conduct identifies basic policy and standards concerning ethical conduct and provides guidance in several areas of specific concern. Employees and visitors of Monroe Community College are expected to remain compliant with this policy. Developed through the collaboration of employees and shared governance units, this Code of Conduct acknowledges the responsibility of all employees and visitors to mutually pursue and support the College's vision and mission.

### Policy

#### *Policy Statement*

Monroe Community College employees and visitors are to conduct themselves ethically, honestly and with integrity in all dealings. They should exhibit fairness and be principled in their official interactions, acting in good faith in these matters with others both within and outside the Monroe Community College community. Each employee and visitor recognizes the responsibility to conduct himself /herself in a manner consistent with public employment defined by state, federal and local laws applicable to the College. They should engage with recognition of their position of trust and representation of the College and its students, fellow employees, research sponsors, and donors. Employees and visitors of Monroe Community College are expected to comply with the conduct outlined in this policy.

Monroe Community College maintains and encourages full academic freedom, within the law, of inquiry, teaching and research. In the exercise of this freedom, teaching faculty members may, without limitation, discuss their own subject in the classroom; they may not, however, claim as their right the privilege of discussing in their classroom controversial matter that has no relation to their subject. The principle of academic freedom shall be accompanied by a corresponding principle of responsibility. In their role as citizens, Monroe Community College employees have the same freedom as other citizens. However, in their extramural utterances, employees have an obligation to indicate that they are not institutional spokespersons.

In keeping with Monroe Community College's stated values, the College expects that employees will consistently demonstrate integrity, honesty, and accountability. Monroe Community College expects employees to act ethically and civilly, and to demonstrate a professional demeanor in their interactions with students, college employees, and the public.

Monroe Community College employees have a responsibility to educate themselves on an ongoing basis and to comply with all applicable laws on conflicts of interest, ethical conduct, and non-discrimination, access [MCC Notice of Non-Discrimination](#).

Monroe Community College incorporates into its policy, as appropriate, the provisions of the Rules of the SUNY Board of Trustees related to the freedom of speech and assembly, picketing and demonstrations by employees and visitors as set forth in Rule 535.3-8, 10.

Monroe Community College will, in all cases, respect the relevant due process provisions of all negotiated contracts in reviewing and investigating violations of expectations and laws and may consult with appropriate college officials in determining sanctions. As assigned by the Board of Trustees, the President, in the role of Chief Executive Officer of the College, has the final determination in sanctions for violations.

### ***Background***

In defining the rights and responsibilities of individuals, Monroe Community College adheres to the 1940 AAUP Statement on Principles of Academic Freedom and subsequently approved Interpretive Comments (1970). Further, this policy acknowledges the rights of due process and representation of employees covered by College collective bargaining agreements. Reference the above related information for guidance and understanding of this policy.

### **Applicability**

This policy applies to all members of the College community including but not limited to affiliated organizations, employees (faculty/staff), students, volunteers, vendors, guests, and visitors.

### **Related Information**

#### ***College Documents***

- 2.14 College Administration Policy
- MCC Civility Statement
- MCC User Computer Code of Conduct
- Lighthouse
- 2.1 Identity Theft Prevention Policy
- 2.1P Identity Theft Prevention Procedure
- 2.22 Procurement Conflict of Interest Policy
- [Student Code of Conduct and Title IX](#)
- 2.10 Sexual Harassment Response and Prevention Policy
- 2.10P Sexual Harassment Complaint and Investigation Procedure
- 2.6 Tobacco-Free, Smoke-Free, and Vape-Free Policy
- 2.2 Whistleblower Policy

#### ***Other Related Documents***

- Jeanne Clery Security Policy and Crime Statistics Act
- Solomon Amendment Policy and Guidelines
- Standards of Business Conduct
- Assembly, Picketing and Demonstrations (SUNY Rules for the Maintenance of Public Order)

## Contact Information

Office of Human Resources and Organizational Development

Office of Institutional Compliance and Internal Audit

Public Safety Department



**SECTION 012100 - ALLOWANCES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Contingency allowance.

**1.02 CONTINGENCY ALLOWANCE**

- A. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead and profit will be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- B. Funds will be drawn from the Contingency Allowance only by Change Order.
- C. At closeout of Contract, funds remaining in Contingency Allowance will be credited to Owner by Change Order.

**1.03 ALLOWANCES SCHEDULE**

- A. Contingency Allowance: Include the stipulated sum/price of \$10,000.00 for use upon Owner's instructions.

**PART 2 PRODUCTS - NOT USED**

**PART 3 EXECUTION - NOT USED**

**END OF SECTION**



## SECTION 01 2600 - CONTRACT MODIFICATION PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the contract, including General Conditions and Supplementary Conditions and the Form of Subcontract Agreement.

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

#### 1.3 PROPOSAL REQUESTS

- A. Owner, Architect - Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
  - 1. Proposal Requests issued by Architect are for information only. Do not consider them as instructions either to stop work in progress or to execute the proposed change.
  - 2. Within five (5) business days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum to the Architect. All quotations are to include the cost so as maintain the schedule and to complete the project as stipulated in Section 003113 Milestone Schedule and Critical Dates.
    - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
    - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
    - c. Include costs of labor and supervision directly attributable to the change.
    - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change on the overall schedule, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, the General Contractor may propose changes by submitting a request for a change to the Contractor.
  - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum.
  - 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.

3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated General Contractor's Construction Schedule that indicates the effect of the change on the overall schedule, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 1 if the proposed change requires substitution of one product or system for product or system specified.

#### 1.4 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: The Architect may issue a Construction Change Directive on AIA Document G714. The Construction Change Directive instructs the Contractor(s) to proceed with a change in the Work, for subsequent inclusion in a Change Order.
  1. The Construction Change Directive contains a complete description of changes in the Work. It also designates the method to be followed to determine change in the Contract Sum. Construction Change Directive may also be used to direct the General Contractor to proceed with work that is disputed as part of the original scope of work within the contract.
  2. The Contractor(s) must immediately start the work upon receipt of a Construction Change Directive.
  3. In the case of a Change Directive being issued for disputed work, the Contractor(S) must immediately start the work upon receipt of a Construction Change Directive.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive; all Contractor Time and Material Sheets must be signed by the Construction Manager on a daily basis.
  1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
  2. Material and equipment will be paid for at the purchased price with supporting invoice for verification of cost; plus applicable Contractor overhead and profit.
  3. Labor will be paid for at the agreed upon labor rate as provided under Specification Section 004343 – Labor Wage Rate Form, plus applicable Contractor overhead and profit.

#### PART 2 - PRODUCTS (Not Used)

#### PART 3 - EXECUTION

##### 3.1 DESCRIPTION

- A. Change Order Proposals shall be submitted to the Architect on the forms outlined in Specification Section 006354 – Change Proposal Worksheet Summary Form for both the Contractor and their Subcontractors, no exception.

- B. Lump sum proposals will not be accepted.
- C. Contractors and their Subcontractors shall supply sufficient supporting data to back up all costs as deemed sufficient by the Owner and Architect. Change Orders will not be processed until all requested information has been provided. Back-up data may include, but shall not be limited to, any tiered material/supplier detailed estimates, any tiered detailed subcontractor estimates, manufacturer statements, shipping costs, etc.
- D. For all Change Modifications where the Contractor is subcontracting the additional work, the overhead and profit allowed on subcontracted work shall be limited to the first-tier subcontractor only.
- E. Home office administration, project management, field supervision and foreman time are considered overhead and are not allowed to be included in change modifications unless the services are specifically required to perform the additional work.
- F. Include an updated Construction Schedule that indicates the effect of the change on the overall schedule, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

END OF SECTION 01 2600



## SECTION 01 2900 - APPLICATION FOR PAYMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. Related Sections include the following:
  - 1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.
  - 2. Division 01 Section "Project Management and Coordination", "Project Scheduling Requirements" and "Submittal Procedures" for administrative requirements governing project management and supervision, preparation and submittal of Contractor's Construction Schedule and Submittals Schedule, and preparation and issuing of submittals.

#### 1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractors allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing the Contractor's Applications for Payment.

#### 1.4 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractors Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
    - a. Application for Payment forms with Continuation Sheets.
    - b. Submittals Schedule.
    - c. Contractor's Construction Schedule.
  - 2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than fifteen (15) days before the date scheduled for submittal of initial Applications for Payment.

- B. Format and Content: Use the Construction Schedule activities as a guide to establish line items for the Schedule of Values. Provide at least one lump sum (labor and material) line item for each construction schedule activity.
1. Identification: Include the following Project identification on the Schedule of Values:
    - a. Project name and location
    - b. Name of Architect
    - c. Architect's project number
    - d. Contractor's name and address
    - e. Architect's project number
    - f. Date of submittal
  2. Submit draft of AIA Document G703 Continuation Sheets.
  3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
    - a. Construction Schedule Identification Number.
    - b. Description of the Work.
    - c. Change Orders (numbers) that affect value.
    - d. Dollar value.
      - 1) The percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
  4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Construction Schedule activities. Provide several line items for principal subcontract amounts, where appropriate.
  5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
  6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
    - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
  7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
  8. Allowances: Provide a separate line item in the Schedule of Values for each allowance, if any. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
  9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost of labor and material and proportionate share of general overhead and profit for each item.
    - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place must be shown either as separate line items in the Schedule of Values.



10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

#### 1.5 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
  1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as the form for Applications for Payment.
- D. Application Preparation: Complete every entry on the form. Notarize and execute by a person authorized to sign legal documents on behalf of the Contractor. Construction Manager will return incomplete applications without action.
  1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued before the last day of construction period covered by application.
- E. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Construction Manager by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
  1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's liens from the Contractors, Subcontractors, and suppliers for construction period covered by the previous application.
  1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
  2. When an application shows completion of an item, submit final or full waivers.
  3. The Architect reserves the right to designate which entities involved in the Work must submit waivers.
  4. Submit final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.

5. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors and contact information.
  2. Schedule of Values.
  3. Contractor's Construction Schedule (preliminary if not final).
  4. Products list including any proposed substitutions.
  5. Products, Approval and Delivery Log (preliminary if not final).
  6. Submittals Schedule (preliminary if not final).
  7. List of General Contractor's staff assignments.
  8. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
  9. Initial progress report.
  10. Report of preconstruction conference.
  11. Executed Contract Agreement
  12. Certificates of insurance and insurance policies.
  13. Performance and payment bonds.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
  2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
  2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
  3. Updated final statement, accounting for final changes to the Contract Sum.
  4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
  5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
  6. Evidence that claims have been settled.
  7. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

APPLICATION FOR PAYMENT

01 2900 - 4

## SECTION 01 2973 - SCHEDULE OF VALUES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Division 0, "Contract Agreement"
- B. Division 0, "General Conditions"
- C. Division 0, "Special Conditions"
- D. Division 1, "Allowances"
- E. Division 1, "Applications for Payment".
- F. Division 1, "Project Management and Coordination"
- G. Division 1, "Temporary Facilities and Controls"

#### 1.2 SUMMARY

- A. The Schedule of Values shall be the basis of Contractor's Application for Payment.
  - 1. The Contractor shall be required to provide a Schedule of Values for their work. Applications for Payment will not be reviewed until the Schedule of Values has been approved by the Architect.
- B. The Contractors shall submit their Schedule of Values to the Architect with- in thirty (30) calendar days after Notice of Award for Architect's review.
  - 1. Architect will notify Contractor if schedule is not satisfactory.
  - 2. Contractor shall revise and resubmit Schedule of Values until it has been approved.
- C. The Contractors to provide Schedules of Values using computer generated AIA Forms G702 and G703, with Monroe County cover sheet/invoice.
- D. Categories of work shall relate directly to work activities used in the Construction Schedule specified in Division 1, "Project Scheduling Requirements". Schedule of values shall be based on the work activities in the Construction Schedule.
- E. The Contractors shall identify each line item with a number and a title. Titles are to match the work activities used in the Construction Schedule specified in Division 1, "Project Scheduling Requirements".
- F. The Contractor shall provide dollar values for each line item/category of work.
  - 1. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate breakdown with work activities in Division 1, "Project Scheduling Requirements".
  - 2. Provide several line items for principal subcontract amounts where appropriate.
  - 3. Detail may be added subsequent to the initial submittal; however, heading values may not be revised once the initial Schedule of Values is submitted as an Application for Payment.
  - 4. Values may be rounded to the nearest whole dollar; total shall equal the Contract Sum.

6. Differentiate between items stored on-site and items stored off-site when presenting for payment. Plan the Schedule of Values to facilitate this requirement by identifying items intended to be stored off-site as separate line items.
  7. Provide a separate line item for any allowance item.
  8. Update Schedule of Values to include Change Order credits and debits. Identify each Change Order as a heading amount, and provide line-item detail for each unique item within the Change Order. List Change Orders at the end of the Schedule of Values. Do not modify a previously established line item once submitted in a Payment Application.
- G. Each line item/category of work shall include its proportional share of overhead and profit.

### 1.3 MANDATORY LINE ITEMS

- A. The Contractors shall provide a separate line-item cost for each of the following:
1. Performance and Payment Bonds
  2. Field Supervision and Project Management
  3. Temporary Facilities (in detail)
  4. Submittals
  5. Coordination Drawings
  6. Construction Schedule
  7. Mobilization (If Contractor submits a line item for mobilization, detail must be provided and the cost for mobilization must be the same as the cost for demobilization)
  8. Allowances
  9. Daily Project Clean-Up
  10. Punch List Work
  11. Project Closeout Documentation
  12. Demobilization (Line-item cost must match Mobilization)

### PART 2 - PRODUCTS (NOT APPLICABLE)

### PART 3 - EXECUTION

#### 3.1 SCHEDULE OF VALUES

- A. Each Contractor shall prepare a schedule of Values for their own work and the work of their Subcontractors.
- B. Include the following information for each line item, using computer generated AIA Form G703:
1. Schedule Activity Number
  2. Schedule Activity Description
  3. Dollar Value rounded to the nearest whole dollar.
  4. Proportion the contract sum represented by this item, to the nearest one-hundredth percent (with the total adjusted to 100%).
- C. Provide the following supporting data for each line item if requested:
1. Contractor's or Subcontractor's name.
  2. Manufacturer or Fabricator's name.
  3. Supplier's name.

- D. The Contractors shall submit a revised Schedule of Values when modifications change the contract sum or change individual line items.

END OF SECTION 01 2973



## SECTION 01 3100 - PROJECT MANAGEMENT AND COORDINATION

### 1.1 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
  - 1. General project coordination procedures.
  - 2. Administrative and supervisory personnel.
  - 3. Project meetings.
- B. All Contractors and its subcontractors shall participate in coordination requirements.

### 1.2 SUBMITTALS

- A. Staff Names: Upon receipt of the Notice of Award, submit a list of principal staff assignments, including Superintendent and Project Manager, and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office and cell telephone numbers. Provide names, addresses, and telephone numbers of individuals assigned as standbys in the absence of individuals assigned to Project.

### 1.3 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project Superintendent and Project Manager, provide other administrative and supervisory personnel as required for proper performance of the Work.
  - 1. Include special personnel required for coordination of operations with all Subcontractors.

### 1.4 PROJECT MEETINGS

- A. General: The Architect will schedule and conduct meetings and conferences at the Project site, unless otherwise indicated.
  - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and Architect of scheduled meeting dates and times.
  - 2. Agenda: The Architect will prepare the meeting agenda. Distribute the agenda to all invited attendees.
  - 3. Minutes: The Architect shall record significant discussions and agreements achieved. Distribute the meeting minutes to everyone concerned, including Owner and Architect, within three (3) days of the meeting.
- B. Preconstruction Conference: The Architect will schedule a preconstruction conference before starting construction, no later than seven (7) calendar days after execution of the Agreement. The purpose of the meeting is to review responsibilities and personnel assignments.
  - 1. Attendees: Authorized representatives of Owner, Architect, and their consultants; General Contractor and its Project Manager and Superintendent; Subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Discuss items of significance that could affect progress, including the following:
    - a. Construction schedule.
    - b. Phasing.
    - c. Owner occupancy during construction.
    - d. Critical work sequencing.

- e. Designation of responsible personnel.
  - f. Procedures for processing field decisions and Change Orders.
  - g. Procedures for processing Applications for Payment.
  - h. Distribution of the Contract Documents.
  - i. Submittal procedures.
  - j. Preparation of Record Documents.
  - k. Use of the premises.
  - l. Responsibility for temporary facilities and controls.
  - m. Parking availability.
  - n. Office, work, and storage areas.
  - o. Equipment deliveries and priorities.
  - p. First aid.
  - q. Security
  - r. Badging
  - s. Progress cleaning.
  - t. Working hours.
- C. Construction Field Meetings: The Architect will conduct on-site bi-weekly construction field meetings. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of Owner and Architect, the Contractors, any of its Subcontractors working on site, suppliers, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with the Project and authorized to conclude matters relating to the Work.
  - 2. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
    - a. Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - b. Review present and future needs of each entity present, including the following:
      - 1) Safety
      - 2) Owner occupancy concerns
      - 3) Interface requirements.
      - 4) Sequence of operations.
      - 5) Status of submittals.
      - 6) Deliveries.
      - 7) Off-site fabrication.
      - 8) Access.
      - 9) Site utilization.
      - 10) Temporary facilities and controls.
      - 11) Work hours.
      - 12) Hazards and risks.
      - 13) Progress cleaning.
      - 14) Quality and work standards.
      - 15) Change Orders.
      - 16) Documentation of information for payment requests.
  - 3. Reporting: The Architect shall distribute minutes of the meeting to each party present and
- PROJECT MANAGEMENT AND COORDINATION



to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.

- a. Schedule Updating: Revise Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.

#### 1.5 REQUESTS FOR INTERPRETATION (RFIs)

- a. Procedure: Immediately on discovery of the need for interpretation of the Contract Documents, and if not possible to request interpretation at Project meeting, prepare and submit an RFI in the form specified.
  - 1) RFIs shall originate with the General Contractor. RFIs submitted by entities other than General Contractor will be returned with no response.
  - 2) Coordinate and submit RFIs in a prompt manner so as to avoid delays in General Contractor's work or work of subcontractors.
  - 3) Submit RFI's on form provided in Specification Section 006313 – Request for Interpretation Form.
- b. Content of the RFI: Include a detailed, legible description of item needing interpretation and the following:
  - 1) Project name.
  - 2) Date.
  - 3) Name of Contractor.
  - 4) Name of Architect and Construction Manager.
  - 5) RFI number, numbered sequentially.
  - 6) Specification Section number and title and related paragraphs, as appropriate.
  - 7) Drawing number and detail references, as appropriate.
  - 8) Field dimensions and conditions, as appropriate.
  - 9) Contractor's suggested solution(s). If Contractor's solution(s) impact the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  - 10) Contractor's signature.
  - 11) Attachments: Include drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
- c. Architect's Action: Architect will review each RFI, determine action required, and return it. Allow ten (10) business days for Architect's response for each RFI. RFIs received after 1:00 p.m. will be considered as received the following working day.
  - 1) The following RFIs will be returned without action:
    - a) Requests for approval of submittals.

- b) Requests for approval of substitutions.
  - c) Requests for coordination information already indicated in the Contract Documents.
  - d) Requests for adjustments in the Contract Time or the Contract Sum.
  - e) Requests for interpretation of Architect's actions on submittals.
  - f) Incomplete RFIs or RFIs with numerous errors.
- 2) Architect's action may include a request for additional information, in which case Architect's time for response will start again.
- 3) Architect's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal according to Division 1 Section "Contract Modifications."
- a) If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Architect in writing within three (3) days of receipt of the RFI response.
  - b) The Architect's response to an RFI is not to be considered an authorization to proceed with any additional work. If the General Contractor proceeds with any additional work without a written authorization, they will be doing so at their own risk.
- d. On receipt of Architect's action, the Architect update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Construction Manager within three days if the General Contractor disagrees with response.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 01 3100

## SECTION 013300 - SUBMITTAL PROCEDURES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes requirements for the submittal schedule and administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Requirements:
  - 1. Section 013100 – Project Management and Coordination
  - 2. Section 006211 – Submittal Transmittal Form
  - 3. Section 006325 – Product Substitution Form

#### 1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information and physical samples that require Architect's responsive action. Action submittals are those submittals indicated in individual Specification Sections as "action submittals."
- B. Informational Submittals: Written and graphic information and physical samples that do not require Architect's responsive action. Submittals may be rejected for not complying with requirements. Informational submittals are those submittals indicated in individual Specification Sections as "informational submittals."
- C. Portable Document Format (PDF): An open standard file format licensed by Adobe Systems used for representing documents in a device-independent and display resolution-independent fixed-layout document format.

#### 1.4 ACTION SUBMITTALS

- A. Submittal Schedule: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, ordering, manufacturing, fabrication, and delivery when establishing dates. Include additional time required for making corrections or revisions to submittals noted by Architect and additional time for handling and reviewing submittals required by those corrections.
  - 1. Coordinate submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.

2. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
3. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
  - a. Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
  - a. Scheduled date for first submittal.
  - b. Specification Section number and title.
  - c. Submittal category: Action; informational.
  - d. Name of subcontractor.
  - e. Description of the Work covered.
  - f. Scheduled date for Architect's final release or approval.
  - g. Scheduled date of fabrication.
  - h. Scheduled dates for purchasing.
  - i. Scheduled dates for installation.
  - j. Activity or event number.

#### 1.5 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Architect's Digital Data Files: Electronic digital data files of the Contract Drawings may be provided, upon request, by Architect for Contractor's use in preparing submittals. Architect reserves the right to deny distribution of digital data files. If digital data files are distributed:
  1. **Architect will require a digital documents release form to be executed by each subcontractor requesting documents prior to the release of said documents.**
    - a. Contractor shall execute a data licensing agreement in the form of Agreement form acceptable to Owner and Architect.
  2. Architect will furnish Contractor one set of digital data drawing files of the Contract Drawings for use in preparing Shop Drawings.
    - a. **Requests must state specific requests for drawings related to the scope of submittal being prepared. The architects or engineers will not be responsible for exporting the entirety of the drawing set upon blanket requests.**
    - b. Architect makes no representations as to the accuracy or completeness of digital data drawing files as they relate to the Contract Drawings.
    - c. Digital Drawing Software Program: The Contract Drawings are available in AutoCAD 2024 format.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.

1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. Architect and Construction Manager reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
    - b. Architect and Construction Manager reserve the right to reject incomplete submittal packages that do NOT contain all required items above. Contractor must resubmit all items above concurrently.
- C. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow **10 working** days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect or Construction Manager will advise Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
  3. Resubmittal Review: Allow **10 working** days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by Architect's consultants, Owner, or other parties is indicated, allow **15 working** days for initial review of each submittal.
- D. Electronic Submittals: Identify and incorporate information in each electronic submittal file and upload under appropriate sections on submittals website as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., MCC-061000.01). Resubmittals shall add a decimal point followed by an "R" then sequential number (e.g., MCC-061000.01.R1).
  3. Fill out and attach Submittal Cover found in section 006211 – Submittal Transmittal Form.
  4. Submittal Cover shall be bound within submittal PDF and be the first page.
    - a. Submittals with incorrectly filled out Submittal Cover or missing Submittal Covers will be rejected.

5. Fill out and attached Product Substitution Form, if required, found in section 006325 – Product Substitution Form
  - a. Product substitution form shall be bound within submittal PDF immediately following the Submittal Cover.
  - b. Submittals with incorrectly filled out Product Substitution Form or missing Product Substitution Form will be rejected.
- E. Options: Identify options requiring selection by Architect.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
  1. Note date and content of previous submittal on the Submittal Cover.
  2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Architect's action stamp.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Architect's action stamp.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL PROCEDURES

- A. General Submittal Procedure Requirements: Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  1. Submit ALL submittals via submittals website as PDF electronic files.
    - a. Architect will return annotated file via submittals website.
  2. Certificates and Certifications Submittals: Provide a statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
    - a. Provide a digital signature with digital certificate on electronically submitted certificates and certifications where indicated.
    - b. Provide a notarized statement on original paper copy certificates and certifications where indicated.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard published data are not suitable for use, submit as Shop Drawings, not as Product Data.
  2. Mark each copy of each submittal to show which products and options are applicable.
  3. Include the following information, as applicable:
    - a. Manufacturer's catalog cuts.
    - b. Manufacturer's product specifications.
    - c. Standard color charts.
    - d. Statement of compliance with specified referenced standards.
    - e. Testing by recognized testing agency.
    - f. Application of testing agency labels and seals.
    - g. Notation of coordination requirements.
    - h. Availability and delivery time information.
  4. For equipment, include the following in addition to the above, as applicable:
    - a. Wiring diagrams showing factory-installed wiring.
    - b. Printed performance curves.
    - c. Operational range diagrams.
    - d. Clearances required to other construction, if not indicated on accompanying Shop Drawings.
  5. Submit Product Data before or concurrent with Samples.
  6. Submit Product Data in the following format:
    - a. PDF electronic file via submittals website.
- C. Product Substitution: If product being submitted varies from the basis of design product, the Contractor is required to fill out the Product Substitution Form in section 006325 and submit as described in paragraph 1.5 above. Products received without a Product Substitution Form will be rejected.**
- D. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal based on Architect's digital data drawing files is otherwise permitted.**
1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
    - a. Identification of products.
    - b. Schedules.
    - c. Compliance with specified standards.
    - d. Notation of coordination requirements.
    - e. Notation of dimensions established by field measurement.
    - f. Relationship and attachment to adjoining construction clearly indicated.
    - g. Seal and signature of professional engineer if specified.
  2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches, but no larger than 30 by 42 inches.
  3. Submit Shop Drawings in the following format:

- a. PDF electronic file via submittals website.
- E. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
  2. Identification: Attach label on unexposed side of Samples that includes the following:
    - a. Generic description of Sample.
    - b. Product name and name of manufacturer.
    - c. Sample source.
    - d. Number and title of applicable Specification Section.
    - e. Specification paragraph number and generic name of each item.
  3. For projects where electronic submittals are required, provide corresponding electronic submittal of Submittal Cover, Product Substitution Form, digital image file illustrating Sample characteristics, and identification information for record.
  4. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
    - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
    - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
  5. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
    - a. Number of Samples: Submit three full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
  6. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
    - a. Number of Samples: Submit one set of Samples. Architect will retain one Sample sets.
      - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.



- 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- F. Product Schedule: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product indicated in the Contract Documents or assigned by Contractor if none is indicated.
  2. Manufacturer and product name, and model number if applicable.
  3. Number and name of room or space.
  4. Location within room or space.
  5. Submit product schedule in the following format:
    - a. PDF electronic file via submittal website.
- G. Coordination Drawing Submittals: Comply with requirements specified in Section 013100 "Project Management and Coordination."
- H. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, contact information of architects and owners, and other information specified.
- I. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification and Procedure Qualification Record on AWS forms. Include names of firms and personnel certified.
- J. Installer Certificates: Submit written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- K. Manufacturer Certificates: Submit written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- L. Product Certificates: Submit written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- M. Material Certificates: Submit written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- N. Material Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- O. Product Test Reports: Submit written reports indicating that current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on

evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

- P. Research Reports: Submit written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
1. Name of evaluation organization.
  2. Date of evaluation.
  3. Time period when report is in effect.
  4. Product and manufacturers' names.
  5. Description of product.
  6. Test procedures and results.
  7. Limitations of use.
- Q. Preconstruction Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- R. Compatibility Test Reports: Submit reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- S. Field Test Reports: Submit written reports indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- T. Design Data: Prepare and submit written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

## 2.2 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.
- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required submittals, submit digitally signed PDF electronic file of certificate, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

### PART 3 - EXECUTION

#### 3.1 CONTRACTOR'S REVIEW

- A. Action and Informational Submittals: Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect and Construction Manager.
- B. Project Closeout and Maintenance Material Submittals: See requirements in Section 017800 "Closeout Procedures."
- C. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

#### 3.2 ARCHITECT'S ACTION

- A. Action Submittals: Architect will review each submittal, make marks to indicate corrections or revisions required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action per section 013310 – SUBMITTAL COVER.
- B. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- C. Partial submittals prepared for a portion of the Work will be reviewed when use of partial submittals has received prior approval from Architect.
- D. Incomplete submittals are unacceptable, will be considered nonresponsive, and will be returned for resubmittal without review.
- E. Submittals not required by the Contract Documents may be returned by the Architect without action.

END OF SECTION 013300



## SECTION 013513 - SPECIAL PROJECT REQUIREMENTS

### PART

- 1.1 Summary
- 1.2 Administration of the Contracts
- 1.3 Interpretation of the Contract
- 1.4 Claims and Disputes
- 1.5 General Contractor's Use of Site and Premises
- 1.6 Work Sequence and Hours of Work
- 1.7 General Contractor's Use of Premises
- 1.8 Occupancy Requirements
- 1.9 Safety
- 1.10 Schedule
- 1.11 State Labor Standard Provisions, Laws and Regulations
- 1.12 Badging

### Part 1 – GENERAL

#### 1.1 SUMMARY

- A. This Section includes the special project requirements. Restrictions on use of the project site, phased construction, coordination with occupants, work restrictions, and management responsibilities of the Contractors.
- B. Related Sections:
  - 1. Division 1 Section "Project Scheduling Requirements" for the Scheduling requirements covered by the Contract Documents.
  - 2. Division 1 Section "Project Management and Coordination" for general coordination requirements.

#### 1.2 ADMINISTRATION OF THE CONTRACTS

- A. Architect's Authority
  - 1. The Architect will have the authority to reject Work which does not conform to the Contract Documents, and to require special inspection or testing, but will take such actions only after consultation with the Owner. Subject to approval of the Architect, the Owner will have the authority to reject Work which does not conform to the Contract documents. Whenever, in the Architect's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Architect will, upon approval of the Owner, have authority to require special inspection or testing of the Work whether or not such Work be fabricated, installed or completed.
- B. Architect's Task
  - 1. The Architect will visit the site as necessary to become generally familiar with the progress and quality of the Work and to determine in general if the work is proceeding in accordance with the Contract Documents. Upon request of the Owner, the Architect will be required to make additional on-site inspections to check the quality or quantity of the Work. On the basis of on-site observations as an Architect, the Architect will keep the Owner informed of the progress of the Work and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.

**C. Architect's Responsibility**

1. Neither the Architect nor the Owner will be responsible for or have control or charge of construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work but shall be responsible to inform the Owner should construction means, methods, techniques, sequences or procedures, safety precautions or programs, vary from the requirements set forth in the Contract Documents. Neither the Architect nor the Owner will be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents and neither will be responsible for or have control or charge over the acts of omissions of the Contractor, their Subcontractors or any of their agents or employees, or any other persons performing any of the work, but shall be responsible to inform the Owner if the Contractor fails to carry out the work in accordance with the Contract Documents or of acts of omissions of the Contractor, Contractors, or any of their agents or employees, or any other persons performing any of the Work which may affect the schedule and the Work of the other Contractors.

**1.3 INTERPRETATION OF THE CONTRACT DOCUMENTS**

- A.** The Architect will be the interpreter of the requirements of the Contract Documents and the judge of the performance thereunder by the Contractor. Such interpretations necessary for the proper execution or progress of the Work will be rendered with reasonable promptness and in accordance with agreed upon time limits. Either party to the Contract may make written request to the Owner, through the Architect for such interpretations.

1. Drawings and specifications are corresponding. All documents shall be referred to determine the requirements of the Contract. All reasonably inferable work shall be performed as necessary to produce the intended results. Any work shown on the Drawings for which there are no particular specifications, or the omission from both Drawings and Specifications of express reference to any work which obviously was intended under the Contract, shall not excuse or relieve the Contractor from furnishing the same at no additional cost. Work or materials described in words which have a generally accepted technical or trade meaning shall be interpreted by such customary and recognized standard meaning.
2. Immediately upon notice of a potential conflict, the General Contractor shall notify the Architect of the specifics of the conflict and offer their most reasonable interpretation of the intent and ask for confirmation as Request for the Information or Interpretation. Requests for Information or Interpretation shall be tracked by number and date, shall be complete in clarifying the nature of the issue to be resolved, and shall be presented through the Architect without unreasonable demands for immediate response. Should a condition at the site require immediate action by the Architect, the General Contractor shall contact the Architect by telephone and give immediate notice of the nature of the need.
3. The Architect's decision in matters relating to artistic effect will be final if consistent with the intent of the Contract Documents and approved by the Owner.
4. Where a conflict occurs between or within Standards, Specifications, and Drawings, the more stringent or higher quality requirements shall be assumed to apply, however the General Contractor is to receive written approval from the Architect before proceeding. The Architect shall make final decision as to which stipulation will provide the best installation and will be most consistent with the design intent.

5. If the General Contractor(s) proceeds with work prior to approval from the Owner or Architect, they do so at their own risk and will be held accountable for all costs associated with any work or delays that are a result of the Contractor proceeding without approval.

#### **1.4 CLAIMS AND DISPUTES**

- A. Claims, disputes and other matters in question between the Contractor and the Owner relating to the execution or progress of the Work or the interpretation of the Contract Document shall be referred to the Architect who shall be responsible, after consultation with the Owner, for rendering a decision in writing within a reasonable time. Such interpretations and decisions of the Architect shall be consistent with the Contract Documents and will be in writing or in graphic form. In this capacity as interpreter and evaluator of the Contract Documents, the Architect will endeavor to secure faithful performance by both the Owner and the Contractor, will not show partiality to either, and will not be liable for the result of any interpretation or decision rendered in good faith in such capacity. Contractor shall not stop any work and shall continue to progress the work during the time the Architect is reviewing the documents to render a decision.

#### **1.5 CONTRACTORS USE OF SITE AND PREMISES**

- A. General: General Contractor shall have partial use of premises for construction operations, including use of Project site, during construction period. The Contractors use of the premises is limited to the work in areas indicated and be limited to the location(s) indicated on the Contract Drawings and subject to the approval of the Owner. Do not disturb portions of the site beyond the area in which work is indicated.
- B. Restricted Use of Site: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
  1. Monroe Community College (MCC) is an operational facility, and the buildings are occupied and will remain so throughout construction.
  2. Throughout the construction period, the MCC facility utilities and services, inclusive of but not limited to water, sewer, drainage, telephone, data, internet, electricity, natural gas, fire alarm systems and standby power generator are servicing the MCC buildings areas; these systems must be maintained and protected at all times. Each Contractor is responsible for making all necessary provisions to locate, protect, connect to, add to and maintain these services throughout the construction period, including all costs to do so.
  3. Each Contractor and all of its Subcontractors shall cooperate fully with the Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or with the operations of MCC.
  4. Each Contractor shall restore all pavement, lawn and planting areas disrupted in the performance of their work.
- C. Driveways and Entrances: Keep driveways, entrances, parking lots and crosswalks serving the MCC campus available to MCC and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time impacts the Owner and its operations.
- D. Safety and Security: The General Contractor is required to provide special precautions, procedures, and safety/security measures when working within spaces occupied by MCC,

adjacent buildings and streets. These areas will require immediate cleanup as applicable and required.

- E. Parking: On-site parking will be allowed in the assigned parking lots.
- F. The Architect and Owner shall at all times have access to the Work wherever it is in preparation and progress. The General Contractor shall provide facilities for such access so the Architect and Owner may perform their functions under the Contract Documents.
- G. Staging and Material Storage: On-site staging and material storage shall not be allowed.

#### **1.6 WORK SEQUENCE AND HOURS OF WORK**

- A. All Work will be conducted in a manner to provide the least possible interference to the County and Owner's personnel. This includes intermittent work stoppages for particular noisy or disruptive work activities.
- B. Normal working hours shall be between the hours of 7:00 AM and 4:00 PM daily, Monday through Friday. Activity and access shall be confined to only the designated staging areas, and to the work areas noted on the contract documents. All work activities shall be conducted in a manner which causes minimal disruption to MCC operations. Any work which requires disruption to the operations of the facility, entry/exits, utilities, etc., shall be coordinated with and approved by the Owner. Shift work or premium time may be required to complete various work activities in order to perform the work or maintain the construction schedule, or to maintain the operations of the Owner occupied areas. Work on weekends may occur with the permission of the Owner. There will be absolutely no additional payment to a Contractor for shift work or premium time.
- C. Contractors will coordinate schedules and working hours with the Owner. Contractors and their subcontractors will all work the same work hours each week as mutually agreed upon by the Owner.
- D. It is the specific requirement of the Owner that noise, vibration, dust, and other disruptive construction operations is kept to a minimum. When work activities involve excessive noise, vibrations, dust or fumes, each Contractor must notify the Owner a minimum of five (5) days before such work takes place. Excessive is defined as any noise, vibration, dust or fumes detrimental to the performance of the facility operations.
- E. All work, including punch list and final close-outs, must be complete no later than dates stated in the Contract Documents.

#### **1.7 GENERAL CONTRACTOR'S USE OF PREMISES**

- A. Each Contractor shall limit their use of the premises to the work indicated and confine operations to areas within Contract Limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
- B. Storage trailers and staging of materials are not permitted on the project site.
- C. The General Contractor will plan, provide and maintain their own access, ramping, and egress as required around and out of the site, in agreement with the Owner. Maintain free and safe access on the job site for other related project personnel. Maintain safe public pedestrian traffic outside the General Contractor's work area. Any operation interfering with pedestrian or vehicular traffic must be regulated by a flagman(s). Trucking, delivery and storage operations should be coordinated with the Owner.



## 1.8 OCCUPANCY REQUIREMENTS

- A. **Owner Occupancy During Construction:** The Owner will be occupying all MCC campus buildings throughout construction. The General Contractor shall have limited use of these building for construction operations as indicated on Drawings by the phasing requirements and the Contract limits, as indicated on the drawings and by the requirements of this Section, and as determined by the Owner.

## 1.9 SAFETY PROGRAM AND PROCEDURES

- A. **General:** Each Contractor shall maintain a safety program for compliance with all applicable safety laws, ordinances, rules, regulations and orders of public authorities at all times during the performance of Contract Work. Not less than seven (7) calendar days before commencing Contract Work, the General Contractor shall submit its site-specific safety program to the Architect for review. Such program shall implement safety measures, policies and standards conforming to those required by the Owner, governmental and quasi-governmental authorities having jurisdiction, including, but not limited to, requirements imposed by the Contract Documents. Such program shall be comprehensive and shall require the implementation of safety measures according to the best current industry practices pertaining to the Contract Work and the Project, including establishing safety rules, tie off and fall protection requirements, posting appropriate warnings and notices, erecting and/or maintaining appropriate safety barriers and overhead protection, and establishing proper notice procedures to protect persons and property at the site and adjacent to the site from injury, loss or damage. The project specific Safety Plan must be submitted and approved by the Owner before any work on-site can commence. The Architect shall review the aforementioned programs developed by the Contractor for the purpose of confirming the existence of the program only.
- B. **Precautions:** Each Contractor shall take necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss, to all employees on the Contract Work and all other persons who may be affected thereby; all the Contract Work and all materials and equipment to be incorporated therein, whether in storage on or off the site; and all other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the Work.
- C. **Safety Representative:** Contractors shall designate a responsible member of its organization present at the Contract Work site whose duty as Contractor's Safety Representative shall be the prevention of accidents. This person shall be the Contractor's Superintendent unless otherwise designated by the Contractor in writing.
- D. **Safety Performance:** The Contract Work shall be performed in accordance with the Occupational Safety and Health Act ("OSHA"), the New York State Department of Labor ("Department of Labor") requirements, Monroe Community College requirements or such similar statute in the jurisdiction where the Project is located, and the immediate implementation of the requirements listed below. Prior to starting the Contract Work, Contractor shall enforce the following safety requirements including, but not limited to, the following:
1. Hard hats and proper eye protection shall be worn by ALL personnel and visitors at all times.
  2. High visible shirts and/or vests shall be worn by ALL personnel and visitors at all times.
  3. Proper ear and foot protection shall be worn as the situation requires.
  4. All electrical tools and equipment shall be properly grounded.
  5. Removal of any machine guard is prohibited.

6. Scaffolding shall be erected and maintained with guard-rails and mid-rails, toe boards and proper floor boards.
  7. Consumption of alcohol or the use of controlled substances is prohibited on the Project site.
  8. All moving vehicles and machinery shall be equipped with a warning device when operating in reverse.
  9. No radios or headsets will be allowed on job site at any time.
- E. **Safety Fines:** OSHA and/or Department of Labor fines or penalties levied by governmental and quasigovernmental authorities having jurisdiction, including but not limited to OSHA and/or Department of Labor, and by the Owner as a result of Contractor's activities shall be deducted from the Contract Price. Any disregard of OSHA, Department of Labor, other state statutes or regulations, or Owner-mandated safety and health regulations for construction may be cause for immediate dismissal from the Project site. To the fullest extent permitted by law, the General Contractor shall indemnify the Architect and Owner from and against fines or penalties imposed by governmental and quasigovernmental authorities having jurisdiction and by the Owner as a result of safety violations, but only to the extent that such fines or penalties are caused by Contractor's failure to comply with applicable safety requirements.
- F. **Safety Notices:** Each Contractor shall comply with all applicable notices and orders of the Architect and any public authority bearing on the safety of persons, property or their protection from damage, injury or loss.
- G. **Safeguards:** Each Contractor shall erect and maintain, as required by existing conditions and the progress of the Contract Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the owners and users of utilities.
- H. **Hazardous Substances:** Hazardous substances, of which an employer is required by law to notify its employees of their use, shall not be used at the Project site by any Contractor, its Subcontractor's or anyone directly or indirectly employed by them, without prior written approval of the Owner. Contractors shall not use asbestos or polychlorinated biphenyl ("PCB") or lead, or materials containing those substances in the performance of the Contract Work except with written approval of the Owner and the Architect.
- I. **Accident Prevention:** Prevention of accidents at the site is the responsibility of each Contractor, their Subcontractors, and all other subcontractors, persons and entities at the site. Each Contractor shall establish its own safety program implementing safety measures, policies, and standards conforming to those required or recommended by governmental and quasi-governmental authorities having jurisdiction. The Architect is not responsible for identifying unsafe practices, and the Architect's failure to stop the Contractor's unsafe practices shall not relieve the Contractors of the responsibility, therefore. Each Contractor shall indemnify the Owner and the Architect for fines and penalties imposed on the Owner and the Architect as a result of safety violations. Each Contractor shall notify the Owner immediately following any accident involving personal injury, any property damage, or any incident or "near miss" that could have resulted in serious personal injury or property damage, whether or not such an injury or damage was sustained. A detailed written report shall be furnished to the Owner within twenty-four (24) hours of such incident.
- J. **Removal of Personnel:** Each Contractor shall remove from the Project any employee who creates an unsafe condition, or who performs work in an unsafe manner on the Project, or who fails any drug and/or alcohol test given in connection with this Project, or who violates the Contractor's Safety Procedures.

- K. Each Contractor shall use its best care, skill and diligence in supervising and directing the Work of the Contract. Each Contractor and their subcontractors shall have total responsibility and control over the performance of the Contract work, including sole responsibility for construction means, methods, techniques, sequences, and procedures for coordinating and completing the various portions the Contract Work.
- L. Each Contractor shall provide all necessary safety railings, signs, bracing, , overhead protection, special lighting, ventilation, etc. for their own work at all individual locations as may be applicable.
- M. Each Contractor will provide, maintain and remove fences for their work at their own expense, when required, for additional safety and/or protection, along the roadways and around the grounds they occupy for the protection of adjoining property and all persons lawfully using same. Fences shall meet OSHA requirements and be of materials and construction as outlined the Contract Documents.
- N. Each Contractor shall report all injuries to the Owner immediately. Contractor shall submit to Owner a copy of the Accident Report. Report is to be submitted no later than twenty-four (24) hours after any incident.

#### **1.10 SCHEDULE**

- A. The General Contractor along with all other Contractors will schedule and coordinate the Work on the Project including their use of the site. The General Contractor shall keep the Construction Manager informed of the project Construction Schedule inclusive of progress, time gained, and time lost and schedule impacts.
- B. The objective of this project is to complete the construction as defined in these Contract Documents. Each Contractor acknowledges that have researched the availability of all labor, materials and equipment and has confirmed delivery dates and labor availability as required to meet the schedule, inclusive of all costs.
- C. To meet this objective, each Contractor shall plan work, obtain materials and execute the construction in the most expeditious manner possible in accordance with all of the requirements set forth within the Contract Document.
- D. All intermediate contract milestones, project substantial completion milestone and project final milestone completion dates must be strictly adhered to by each Contractor. Each Contractor must include all costs for shift work and/or overtime, and expedited material/equipment deliveries within the cost of its bid proposal should they feel the requirement.
- E. If any Contractor fails to expedite and pursue any part of the work, the Owner may terminate the work per the General Conditions.
- F. Upon receipt of the Notice to Proceed, the each Contractor shall organize the work, provide all required submittals, order all materials subject to approval and expedite long-lead items. Each Contractor will be required to provide proof of orders and delivery when requested by the Architect.
- G. Costs will be deducted from the Contractor's Contract if sufficient funds remain. If insufficient funds remain, the Contractor shall pay all costs to the Owner directly upon Owner's demand.
- H. The costs referenced in the paragraph above are not in substitution of or in lieu of Liquidated Damages that may be assessed pursuant to other provisions of the Contract Documents and the Contract.
- I. If any Contractor does not staff the project adequately to meet the completion date, the Owner

reserves the right to assume possession of the material and complete installation with the Owner's forces or other Contractors, or to require the Contractor(s) to work second shift and/or weekends.

- J. If any Contractor fails to meet the requirements of the Construction Schedule, they will be held accountable and responsible for all charges and down stream affects associated with the delays.

**1.11 FEDERAL AND STATE LABOR STANDARD PROVISIONS, LAWS AND REGULATIONS**

- A. All provisions of all applicable State Labor Standards must be complied with under this contract.
- B. The execution of the contract by the bidder binds him to all applicable State Labor Laws and regulations. All such Standards, Laws and regulations shall be binding to the same extent as if they were copied at length herein.

**1.12 BADGING AND SITE SIGN-IN**

- A. Each Contractor's project manager and superintendent, and workers must obtain an identification badge from Monroe Community College. The badge must be worn in clear view at all times. There is no cost for the MCC badge.
- B. All construction personnel, inclusive of administrative, supervisory and trade workers must sign in each day prior to entering the project site. The General Contractor shall establish a covered and weatherproof area for the sign-in to take place. It shall be each Contractors responsibility to manage and enforce this requirement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013513

## SECTION 014000 - QUALITY REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.

#### 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Architect or Construction Manager.
- C. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- D. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- E. Source Quality-Control Testing: Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. Experienced: When used with an entity or individual, "experienced" means having successfully completed a minimum of Seven (7) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

#### 1.5 ACTION SUBMITTALS

- A. Shop Drawings: For mockups, provide plans, sections, and elevations, indicating materials and size of mockup construction.
  - 1. Indicate manufacturer and model number of individual components.
  - 2. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

- B. Qualification Data : For Contractor's quality-control personnel.
- C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work on the following systems:
  - 1. Seismic-force-resisting system, designated seismic system, or component listed in the designated seismic system quality-assurance plan prepared by Architect.
  - 2. Main wind-force-resisting system or a wind-resisting component listed in the wind-force-resisting system quality-assurance plan prepared by Architect.
- D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Entity responsible for performing tests and inspections.
  - 3. Description of test and inspection.
  - 4. Identification of applicable standards.
  - 5. Identification of test and inspection methods.
  - 6. Number of tests and inspections required.
  - 7. Time schedule or time span for tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.

#### 1.7 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
  - 1. Project quality-control manager may also serve as Project superintendent.
- C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.
- D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
  2. Special inspections required by authorities having jurisdiction and indicated on the "Statement of Special Inspections."
  3. Owner-performed tests and inspections indicated in the Contract Documents.
- E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- F. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.8 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of technical representative making report.
  2. Statement on condition of substrates and their acceptability for installation of product.
  3. Statement that products at Project site comply with requirements.
  4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
  5. Results of operational and other tests and a statement of whether observed performance complies with requirements.



6. Statement whether conditions, products, and installation will affect warranty.
  7. Other required items indicated in individual Specification Sections.
- C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:
1. Name, address, and telephone number of factory-authorized service representative making report.
  2. Statement that equipment complies with requirements.
  3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
  4. Statement whether conditions, products, and installation will affect warranty.
  5. Other required items indicated in individual Specification Sections.
- D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.9 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar in material, design, and extent to those indicated for this Project.
- F. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.

- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to **ASTM E 329**; and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.
1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
  2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
    - a. Provide test specimens representative of proposed products and construction.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
    - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
    - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
    - f. When testing is complete, remove test specimens, assemblies, and mockups; do not reuse products on Project.
  2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

#### 1.10 QUALITY CONTROL

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

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
  2. Payment for these services will be made from testing and inspecting allowances, as authorized by Change Orders.
  3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.
- B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
  3. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."
- D. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- E. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- F. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
  3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
  6. Do not perform any duties of Contractor.
- G. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- H. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- I. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
1. Distribution: Distribute schedule to Owner, Architect, Construction Manager, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.
- 1.11 SPECIAL TESTS AND INSPECTIONS
- A. Special Tests and Inspections: Owner will engage a qualified testing agency / special inspector to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner and as follows:

- B. Special Tests and Inspections: Conducted by a qualified testing agency / special inspector as required by authorities having jurisdiction, as indicated in individual Specification Sections, and as follows:
1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviews the completeness and adequacy of those procedures to perform the Work.
  2. Notifying Architect, Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
  3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, through Construction Manager, with copy to Contractor and to authorities having jurisdiction.
  4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
  5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
  6. Retesting and reinspecting corrected work.
- C. Third party inspections of the thermal, air, and vapor barrier shall be conducted to include:
1. An inspection plan submitted by the Interior Contractor and coordinated by the CM.
  2. Coordination with the Interior Contractor, QA officer, and CM.
  3. Participation in coordination meeting organized by the CM which includes the Interior Contractor and all applicable sub-contractors installing rigid foam board thermal insulation and fluid-applied air/vapor barrier and accessories on the interior of the exterior walls.
  4. Inspection of up to six (6) mockups, as directed by the CM, of typical conditions demonstrating installation of the thermal insulation and air/vapor barrier in the exterior wall including, but not limited to:
    - a. Roof-wall connection.
    - b. Demising wall-floor-exterior wall connection.
    - c. Window and storefront connection.
    - d. Plumbing, electrical, and HVAC related penetration.
  5. Minimum of three inspections over the course of the project including, but not limited to:
    - a. First application of thermal insulation to exterior walls.
    - b. First application of fluid applied air/vapor barrier.
    - c. First connection to window systems.
  6. Each inspection shall include a report as detailed in 014000 – Quality Requirements Part 1, 1.8A.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
  2. Description of the Work tested or inspected.

3. Date test or inspection results were transmitted to Architect.
  4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's and Construction Manager's reference during normal working hours.

### 3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition and construction waste.
  - 2. Recycling nonhazardous demolition and construction waste.
  - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
  - 1. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements, and for disposition of hazardous waste.

#### 1.3 DEFINITIONS

- A. Clean: Untreated and unpainted; not contaminated with oils, solvents, caulk, paint or the like.
- B. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- C. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- D. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- E. Diversion: Avoidance of demolition and construction waste sent to landfill or incineration. Diversion does not include using materials for landfill, alternate daily cover on landfills, or materials used as fuel in waste-to-energy processes.
- F. Hazardous: Exhibiting the characteristics of hazardous substances, i.e., ignitability, corrosiveness, toxicity or reactivity.
- G. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

- H. Recycling: The process of sorting, cleansing, treating and reconstituting solid waste and other discarded materials for the purpose of using the altered form. Recycling does not include burning, incinerating, or thermally destroying waste.
- I. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- J. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.
- K. Source Separation: The act of keeping different types of waste materials separate beginning from the first time they become waste.
- L. Tox: Poisonous to humans either immediately or after a long period of exposure.
- M. Trash: Any product or material unable to be reused, returned, recycled, or salvaged.
- N. Waste: Extra material or material that has reached the end of its useful life in its intended use. Waste includes salvageable, returnable, recyclable, and reusable material.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. The Owner has established that this Project shall generate the least amount of waste possible and that processes that ensure the generation of as little waste as possible due to error, poor planning, breakage, mishandling, contamination or other factors shall be employed.
- B. Of the waste that is generated, as many of the waste materials as economically feasible shall be reused, salvaged or recycled. Waste disposal in landfills or incinerators shall be minimized, thereby reducing disposal cost.
- C. General Contractor is to provide dumpster(s) for garbage and dumpster(s) for recycling, and is responsible for maintaining and dumping of all waste / recyclables, throughout the duration of the construction project.
  - 1. All prime contractors are to be permitted to use both garbage and recycling dumpsters.
  - 2. GC can elect to provide one (1) single dumpster for recyclables which will require off-site separation of recycled waste.
  - 3. GC is required to have dumpster capacity available at all times for use by all prime contractors.
- D. General: Achieve end-of-Project rates for salvage/recycling of **95 percent** by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators, which is inclusive of, but not limited to the following materials:
  - 1. Demolition Waste:
    - a. Asphalt paving.
    - b. Concrete.
    - c. Concrete reinforcing steel.



- d. Brick.
- e. Concrete masonry units.
- f. Wood studs.
- g. Wood joists.
- h. Plywood and oriented strand board.
- i. Wood trim.
- j. Structural and miscellaneous steel.
- k. Rough hardware.
- l. Roofing.
- m. Insulation.
- n. Doors and frames.
- o. Door hardware.
- p. Windows.
- q. Glazing.
- r. Metal studs.
- s. Gypsum board.
- t. Acoustical tile and panels.
- u. Carpet.
- v. Carpet pad.
- w. Equipment.
- x. Cabinets.
- y. Plumbing fixtures.
- z. Piping.
- aa. Supports and hangers.
- bb. Valves.
- cc. Sprinklers.
- dd. Mechanical equipment.
- ee. Refrigerants.
- ff. Electrical conduit.
- gg. Copper wiring.
- hh. Lighting fixtures.
- ii. Lamps.
- jj. Ballasts.
- kk. Electrical devices.
- ll. Switchgear and panelboards.
- mm. Transformers.

2. Construction Waste:

- a. Masonry and CMU.
- b. Lumber.
- c. Wood sheet materials.
- d. Wood trim.
- e. Metals.
- f. Roofing.
- g. Insulation.
- h. Carpet and pad.
- i. Gypsum board.
- j. Piping.
- k. Electrical conduit.

1. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
  - 1) Paper.
  - 2) Cardboard.
  - 3) Boxes.
  - 4) Plastic sheet and film.
  - 5) Wood crates.
  - 6) Plastic pails.

#### 1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for commencement of the Work.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use Form CWM-7 for construction waste and Form CWM-8 for demolition waste. Include the following information:
  1. Material category.
  2. Generation point of waste.
  3. Total quantity of waste in **tons (tonnes)**.
  4. Quantity of waste salvaged, both estimated and actual in **tons (tonnes)**.
  5. Quantity of waste recycled, both estimated and actual in **tons (tonnes)**.
  6. Total quantity of waste recovered (salvaged plus recycled) in **tons (tonnes)**.
  7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

- G. Summary Submittal: Letter, signed by Contractor, tabulating total waste material, quantities diverted and means by which it is diverted, and statement that requirements for the credit have been met.
- H. Qualification Data: For waste management coordinator and refrigerant recovery technician.
- I. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.
- J. Submit a 3-ring binder with calculations on end of project recycling rates, salvage rates and landfill rates itemized by waste material demonstrating that construction wastes were recycled or salvaged and diverted from landfill. Include documentation of recovery rate, waste hauling certificates or receipts and a brief narrative explaining how and to where each waste type has been diverted.

#### 1.7 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements, that employs a LEED-Accredited Professional, certified by the USGBC, as waste management coordinator. Waste management coordinator may also serve as LEED coordinator.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
  - 1. Review and discuss waste management plan including responsibilities of waste management coordinator.
  - 2. Review requirements for documenting quantities of each type of waste and its disposition.
  - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  - 5. Review waste management requirements for each trade.

#### 1.8 WASTE MANAGEMENT PLAN

- A. General: Each prime contractor shall develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and

construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

- B. **Waste Identification:** Indicate anticipated types and quantities of demolition site-clearing and construction waste generated by the Work. Use Form CWM-1 for construction waste and Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimates.
- C. **Waste Reduction Work Plan:** Each prime contractor shall list each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use Form CWM-3 for construction waste and Form CWM-4 for demolition waste. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
  - 1. **Salvaged Materials for Reuse:** For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
  - 2. **Salvaged Materials for Sale:** For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - 3. **Salvaged Materials for Donation:** For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
  - 4. **Recycled Materials:** Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
  - 5. **Disposed Materials:** Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
  - 6. **Handling and Transportation Procedures:** Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.
- D. **Cost/Revenue Analysis:** Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use Form CWM-5 for construction waste and Form CWM-6 for demolition waste. Include the following:
  - 1. Total quantity of waste.
  - 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
  - 3. Total cost of disposal (with no waste management).
  - 4. Revenue from salvaged materials.
  - 5. Revenue from recycled materials.
  - 6. Savings in hauling and tipping fees by donating materials.
  - 7. Savings in hauling and tipping fees that are avoided.
  - 8. Handling and transportation costs. Include cost of collection containers for each type of waste.
  - 9. Net additional cost or net savings from waste management plan.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Recycling and waste bin areas are to be kept neat and clean and clearly marked in order to avoid contamination of materials.
  - 3. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.
- E. Hazardous Wastes: Hazardous wastes shall be separated, stored and disposed of according to local regulations and should not be included in Construction Waste Management Plan's calculations of waste.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until installation.
  - 4. Protect items from damage during transport and storage.

5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
  1. Clean salvaged items.
  2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  3. Store items in a secure area until delivery to Owner.
  4. Transport items to Owner's storage area designated by Owner.
  5. Protect items from damage during transport and storage.
- D. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.
- E. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
- F. Plumbing Fixtures: Separate by type and size.
- G. Lighting Fixtures: Separate lamps by type and protect from breakage.
- H. Electrical Devices: Separate switches, receptacles, switchgear, transformers, meters, panelboards, circuit breakers, and other devices by type.

### 3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Receivers and Processors: List below is provided for information only; available recycling receivers and processors include, but are not limited to, the following:
  1. Metalico Transfer; 150 Lee Road Rochester, NY 14606; Phone (585) 250-6693
    - a. Items: Most general construction debris.
  2. Waste Management; 1661 Mount Read Blvd, Rochester, NY 14606; Phone (585) 254-3500
    - a. Items: Most general construction debris.
  3. Industrial Recyclers, Inc; PO Box 2796, Renton, WA 98056. Contact Garry Robinson, (866) 884-6772 or [sales@industrialrecyclers.com](mailto:sales@industrialrecyclers.com).
    - a. Items: Plastics, including plastic ceiling panels.
  4. Ontario Recycling Inc.; 12 Cairn St., Rochester, NY 14611; Phone (585) 328 – 4253
    - a. Items: Plastics and some industrial equipment.
  5. Metalico Rochester; 1515 Scottsville Rd., Rochester, NY 14623; Phone 585-436-0713
    - a. Items: Ferrous and non-ferrous metals.
  6. Alpco Recycling; 846 Macedon Center Road, Macedon NY 14502; Phone (315) 986-8900
    - a. Items: Ferrous and non-ferrous metals.

- C. Asbestos Abatement / Demolition Contractor shall provide and maintain dumpsters for all Contractors throughout the duration of the project for solid waste generated by the project that can be legally disposed of in a Municipal or Construction/Demolition Landfill including all disposal and tipping fees. Any petroleum or hazardous wastes generated will be disposed of by the Contractor generating the waste. Due to site limitations and the requirement to divert construction debris from landfills and incinerators, only one dumpster shall be placed on the site at a time. This dumpster will be used for both general and recyclable construction debris. Asbestos Abatement / Demolition Contractor shall contract with a waste disposal company who will separate and weigh the general construction debris from the recyclable construction debris at an off-site location. All recyclable construction debris shall be diverted from landfills and incinerators. Redirect recyclable recovered resources back to the manufacturing process by redirecting reusable materials to appropriate sites.
- A. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to the Contractor.
  - 1. Unless otherwise specified, each Prime Contractor may salvage materials intended for disposal. Maintain records of sale, donation, salvage or recycling per submittal procedures.
  - 2. Waste placed in the waste dumpster provided by the Asbestos Abatement / Demolition Contractor becomes the property of the Asbestos Abatement / Demolition Contractor.
- B. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
  - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
    - a. Inspect containers and bins for contamination and remove contaminated materials if found.
  - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
  - 4. Store components off the ground and protect from the weather.
  - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

### 3.4 RECYCLING DEMOLITION WASTE

- A. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
  - 1. Pulverize concrete to maximum 4-inch (100-mm) size.

- B. Masonry: Remove metal reinforcement, anchors, and ties from masonry and sort with other metals.
  - 1. Pulverize masonry to maximum 4-inch (100-mm) size.
  - 2. Clean and stack undamaged, whole masonry units on wood pallets.
- C. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- D. Metals: Separate metals by type.
  - 1. Structural Steel: Stack members according to size, type of member, and length.
  - 2. Remove and dispose of bolts, nuts, washers, and other rough hardware.
- E. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.
- F. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
- G. Plastic Ceiling Panels: Prepare for shipping to a plastics recycling facility. Stack or bundle on wood pallets. Store in a location as designated by the Construction Manager.
- H. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.
- I. Metal Partition Wall Systems:
  - 1. Remove as units.
  - 2. Clean any Asbestos Containing Material from surfaces using methods as described in Section 028200 "Asbestos Remediation" and in compliance with New York State Department of Labor Code Rule 56.
  - 3. Store neatly for recycling.
- J. Carpet and Pad: Roll large pieces tightly after removing debris, trash, adhesive, and tack strips.
  - 1. Store clean, dry carpet and pad in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
- K. Carpet Tile: Remove debris, trash, and adhesive.
  - 1. Stack tile on pallet and store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.
- L. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
- M. Conduit: Reduce conduit to straight lengths and store by type and size.



### 3.5 RECYCLING CONSTRUCTION WASTE

#### A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
3. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

#### B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.

#### C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

### 3.6 DISPOSAL OF WASTE

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

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

#### B. Burning: Do not burn waste materials.

#### C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

### 3.7 ATTACHMENTS

- A. Form CWM-1 for construction waste identification.
- B. Form CWM-2 for demolition waste identification.
- C. Form CWM-3 for construction waste reduction work plan.
- D. Form CWM-4 for demolition waste reduction work plan.
- E. Form CWM-5 cost/revenue analysis of construction waste reduction work plan.
- F. Form CWM-6 cost/revenue analysis of demolition waste reduction work plan.
- G. Form CWM-7 for construction waste

H. Form CWM-8 for demolition waste.

END OF SECTION 017419

**FORM CWM-1: CONSTRUCTION WASTE IDENTIFICATION**

MATERIAL CATEGORY	GENERATION POINT	EST. QUANTITY OF MATERIALS RECEIVED* (A)	EST. WASTE - % (B)	TOTAL EST. QUANTITY OF WASTE* (C = A x B)	EST. VOLUME CY (CM)	EST. WEIGHT TONS (TONNES)	REMARKS AND ASSUMPTIONS
Packaging: Cardboard							
Packaging: Boxes							
Packaging: Plastic Sheet or Film							
Packaging: Polystyrene							
Packaging: Pallets or Skids							
Packaging: Crates							
Packaging: Paint Cans							
Packaging: Plastic Pails							
Site-Clearing Waste							
Masonry or CMU							
Lumber: Cut-Offs							
Lumber: Warped Pieces							
Plywood or OSB (scraps)							
Wood Forms							
Wood Waste Chutes							
Wood Trim (cut-offs)							
Metals							
Insulation							
Roofing							
Joint Sealant Tubes							
Gypsum Board (scraps)							
Carpet and Pad (scraps)							
Piping							
Electrical Conduit							
Other:							

**FORM CWM-2: DEMOLITION WASTE IDENTIFICATION**

MATERIAL DESCRIPTION	EST. QUANTITY	EST. VOLUME CY (CM)	EST. WEIGHT TONS (TONNES)	REMARKS AND ASSUMPTIONS
Asphaltic Concrete Paving				
Concrete				
Brick				
CMU				
Lumber				
Plywood and OSB				
Wood Paneling				
Wood Trim				
Miscellaneous Metals				
Structural Steel				
Rough Hardware				
Insulation				
Roofing				
Doors and Frames				
Door Hardware				
Windows				
Glazing				
Acoustical Tile				
Carpet				
Carpet Pad				
Demountable Partitions				
Equipment				
Cabinets				
Plumbing Fixtures				
Piping				
Piping Supports and Hangers				
Valves				
Sprinklers				
Mechanical Equipment				
Electrical Conduit				
Copper Wiring				
Light Fixtures				
Lamps				
Lighting Ballasts				
Electrical Devices				
Switchgear and Panelboards				
Transformers				
Other:				

**FORM CWM-3: CONSTRUCTION WASTE REDUCTION WORK PLAN**

MATERIAL CATEGORY	GENERATION POINT	TOTAL EST. QUANTITY OF WASTE TONS (TONNES)	DISPOSAL METHOD AND QUANTITY			HANDLING AND TRANSPORTION PROCEDURES
			EST. AMOUNT SALVAGED TONS (TONNES)	EST. AMOUNT RECYCLED TONS (TONNES)	EST. AMOUNT DISPOSED TO LANDFILL TONS (TONNES)	
Packaging: Cardboard						
Packaging: Boxes						
Packaging: Plastic Sheet or Film						
Packaging: Polystyrene						
Packaging: Pallets or Skids						
Packaging: Crates						
Packaging: Paint Cans						
Packaging: Plastic Pails						
Site-Clearing Waste						
Masonry or CMU						
Lumber: Cut-Offs						
Lumber: Warped Pieces						
Plywood or OSB (scraps)						
Wood Forms						
Wood Waste Chutes						
Wood Trim (cut-offs)						
Metals						
Insulation						
Roofing						
Joint Sealant Tubes						
Gypsum Board (scraps)						
Carpet and Pad (scraps)						
Piping						
Electrical Conduit						
Other:						

**FORM CWM-4: DEMOLITION WASTE REDUCTION WORK PLAN**

MATERIAL CATEGORY	GENERATION POINT	TOTAL EST. QUANTITY OF WASTE TONS (TONNES)	DISPOSAL METHOD AND QUANTITY			HANDLING AND TRANSPORTION PROCEDURES
			EST. AMOUNT SALVAGED TONS (TONNES)	EST. AMOUNT RECYCLED TONS (TONNES)	EST. AMOUNT DISPOSED TO LANDFILL TONS (TONNES)	
Asphaltic Concrete Paving						
Concrete						
Brick						
CMU						
Lumber						
Plywood and OSB						
Wood Paneling						
Wood Trim						
Miscellaneous Metals						
Structural Steel						
Rough Hardware						
Insulation						
Roofing						
Doors and Frames						
Door Hardware						
Windows						
Glazing						
Acoustical Tile						
Carpet						
Carpet Pad						
Demountable Partitions						
Equipment						
Cabinets						
Plumbing Fixtures						
Piping						
Supports and Hangers						
Valves						
Sprinklers						
Mechanical Equipment						
Electrical Conduit						
Copper Wiring						
Light Fixtures						
Lamps						
Lighting Ballasts						
Electrical Devices						
Switchgear and Panelboards						
Transformers						

<b>FORM CWM-5: COST/REVENUE ANALYSIS OF CONSTRUCTION WASTE REDUCTION WORK PLAN</b>								
<b>MATERIALS</b>	<b>TOTAL QUANTITY OF MATERIALS (VOL. OR WEIGHT) (A)</b>	<b>EST. COST OF DISPOSAL  (B)</b>	<b>TOTAL EST. COST OF DISPOSAL  (C = A x B)</b>	<b>REVENUE FROM SALVAGED MATERIALS (D)</b>	<b>REVENUE FROM RECYCLED MATERIALS (E)</b>	<b>LANDFILL TIPPING FEES AVOIDED (F)</b>	<b>HANDLING AND TRANSPORTATION COSTS AVOIDED (G)</b>	<b>NET COST SAVINGS OF WORK PLAN (H = D+E+F+G)</b>
Packaging: Cardboard								
Packaging: Boxes								
Packaging: Plastic Sheet or Film								
Packaging: Polystyrene								
Packaging: Pallets or Skids								
Packaging: Crates								
Packaging: Paint Cans								
Packaging: Plastic Pails								
Site-Clearing Waste								
Masonry or CMU								
Lumber: Cut-Offs								
Lumber: Warped Pieces								
Plywood or OSB (scraps)								
Wood Forms								
Wood Waste Chutes								
Wood Trim (cut-offs)								
Metals								
Insulation								
Roofing								
Joint Sealant Tubes								
Gypsum Board (scraps)								
Carpet and Pad (scraps)								
Piping								
Electrical Conduit								
Other:								

FORM CWM-6: COST/REVENUE ANALYSIS OF DEMOLITION WASTE REDUCTION WORK PLAN								
MATERIALS	TOTAL QUANTITY OF MATERIALS (VOL. OR WEIGHT) (A)	EST. COST OF DISPOSAL (B)	TOTAL EST. COST OF DISPOSAL (C = A x B)	REVENUE FROM SALVAGED MATERIALS (D)	REVENUE FROM RECYCLED MATERIALS (E)	LANDFILL TIPPING FEES AVOIDED (F)	HANDLING AND TRANSPORTATION COSTS AVOIDED (G)	NET COST SAVINGS OF WORK PLAN (H = D+E+F+G)
Asphaltic Concrete Paving								
Concrete								
Brick								
CMU								
Lumber								
Plywood and OSB								
Wood Paneling								
Wood Trim								
Miscellaneous Metals								
Structural Steel								
Rough Hardware								
Insulation								
Roofing								
Doors and Frames								
Door Hardware								
Windows								
Glazing								
Acoustical Tile								
Carpet								
Carpet Pad								
Demountable Partitions								
Equipment								
Cabinets								
Plumbing Fixtures								
Piping								
Supports and Hangers								
Valves								
Sprinklers								
Mech. Equipment								
Electrical Conduit								
Copper Wiring								
Light Fixtures								
Lamps								
Lighting Ballasts								
Electrical Devices								
Switchgear and Panelboards								



**FORM CWM-7: CONSTRUCTION WASTE REDUCTION PROGRESSREPORT**

MATERIAL CATEGORY	GENERATION POINT	TOTAL QUANTITY OF WASTE TONS (TONNES) (A)	QUANTITY OF WASTE SALVAGED		QUANTITY OF WASTE RECYCLED		TOTAL QUANTITY OF WASTE RECOVERED TONS (TONNES) (D = B + C)	TOTAL QUANTITY OF WASTE RECOVERED % (D / A x 100)
			ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (B)	ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (C)		
Packaging: Cardboard								
Packaging: Boxes								
Packaging: Plastic Sheet or Film								
Packaging: Polystyrene								
Packaging: Pallets or Skids								
Packaging: Crates								
Packaging: Paint Cans								
Packaging: Plastic Pails								
Site-Clearing Waste								
Masonry or CMU								
Lumber: Cut-Offs								
Lumber: Warped Pieces								
Plywood or OSB (scraps)								
Wood Forms								
Wood Waste Chutes								
Wood Trim (cut-offs)								
Metals								
Insulation								
Roofing								
Joint Sealant Tubes								
Gypsum Board (scraps)								
Carpet and Pad (scraps)								
Piping								
Electrical Conduit								
Other:								

**FORM CWM-8: DEMOLITION WASTE REDUCTION PROGRESSREPORT**

MATERIAL CATEGORY	GENERATION POINT	TOTAL QUANTITY OF WASTE TONS (TONNES) (A)	QUANTITY OF WASTE SALVAGED		QUANTITY OF WASTE RECYCLED		TOTAL QUANTITY OF WASTE RECOVERED TONS (TONNES) (D = B + C)	TOTAL QUANTITY OF WASTE RECOVERED % (D / A x 100)
			ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (B)	ESTIMATED TONS (TONNES)	ACTUAL TONS (TONNES) (C)		
Asphaltic Concrete Paving								
Concrete								
Brick								
CMU								
Lumber								
Plywood and OSB								
Wood Paneling								
Wood Trim								
Miscellaneous Metals								
Structural Steel								
Rough Hardware								
Insulation								
Roofing								
Doors and Frames								
Door Hardware								
Windows								
Glazing								
Acoustical Tile								
Carpet								
Carpet Pad								
Demountable Partitions								
Equipment								
Cabinets								
Plumbing Fixtures								
Piping								
Supports and Hangers								
Valves								
Sprinklers								
Mechanical Equipment								
Electrical Conduit								
Copper Wiring								
Light Fixtures								
Lamps								
Lighting Ballasts								
Electrical Devices								
Switchgear and Panelboards								

## SECTION 017800 - CLOSEOUT SUBMITTALS

### PART 1 GENERAL

#### 1.1 SUMMARY

- A. This Section describes the administrative and procedural requirements for compiling, submitting and processing closeout documents
- B. Closeout Submittals include:
  - 1. Contract Closeout Documents
  - 2. Project Record Documents
  - 3. Operation and Maintenance Manuals
- C. Related Sections
  - 1. Document 006200 Certificates
  - 2. Document 007000 General Conditions
  - 3. Section 012900 Payment Procedures
  - 4. Specification Sections

#### 1.2 NOTIFICATION

- A. Notify the Architect in accordance with the requirements of Document 007000, General Conditions:
  - 1. When the Work is substantially complete and assist in preparing list of items of incomplete or incorrect items.
  - 2. When the Work is ready for reinspection and occupancy.
  - 3. When the Work is ready for final inspection and acceptance.
- B. The Owner will deduct from the Contract Sum, costs incurred by the Architect/Engineer for additional inspections required beyond those listed in Document 007000 General Conditions.

#### 1.3 CONTRACT CLOSEOUT DOCUMENTS

- A. Submit evidence of Payments and Release of Lines, including:
  - 1. Contractor's Affidavit of Payment of Debts and Claims, AIA Document G706, 1994 Edition.
  - 2. Contractor's Affidavit of release of Liens, AIA Document G706A, 1994 Edition.

- a. Separate written releases of waiver of liens for subcontractors, suppliers and other lien rights against property of Owner, together with list of those parties.
  - b. Contractor's written release of waiver of lien upon payment to the Contractor pursuant to New York State Lien Law.
3. Consent of Surety to Final Payment, AIA Document G707, 1994 Edition.
4. Consent of Surety to Reduction in or Partial Release of Retainage, AIA Document G707A, 1994 Edition.
- B. Submit Certificate of Owner's Protective Insurance Policy.
- C. Submit certificates included in Document 00630 Certificates.
  1. Compliance With Labor Rates
  2. Guarantee

#### 1.4 PROJECT RECORD DOCUMENTS

- A. Maintenance of Documents
  1. Maintain at job site one copy of all documents related to the project including Drawings and Project Manual.
  2. Do not use documents for construction purposes.
  3. Make documents available to the Architect for review.
- B. Recording of Drawings
  1. Keep documents current.
  2. CAD drawings to record actual construction including.
  3. Depths of various elements of foundations in relation to finish floor.
  4. Horizontal and vertical locations of underground utilities and appurtenances referenced to permanent floor or ground surfaces.
  5. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of the structure.
  6. Field changes of dimensions and detail.
  7. Changes made by Change Orders, Construction Change Directives and Architect's Supplemental Instructions.
  8. Details not on original drawings.

- C. Recording of Project Manual and Addenda
  - 1. Legibly mark documents to record manufacturers, trade names, catalog numbers, and suppliers of each product and item actually installed.
  - 2. Changes made by Change Orders, Construction Change Directives and Architect's Supplemental Instructions.
  - 3. Other items not originally specified.
- D. Deliver one copy of Project Record Documents to the Architect at Substantial Completion.
- E. Architect will maintain one copy of submittals for the Owner's file.

#### 1.5 OPERATION AND MAINTENANCE MANUALS

- A. Description
  - 1. Prepare manuals for building operating systems and equipment prior to systems and equipment start-up.
  - 2. Prepare manuals covering the care and maintenance of architectural products and finishes.
- B. Format
  - 1. Use heavy-duty 3 ring binders, sized to receive 8-½ inch by 11-inch paper.
  - 2. Provide divider tabs, pockets, and similar items to organize the documents.
  - 3. Organize into separate sections for each product or system. Follow the same numbers and titles of the Specification Sections.
  - 4. Clearly label the binder, "Operation and Maintenance Manual," along with other identifying data for subject matter and for multiple volume sets.
  - 5. Identify project, names, address, phone, fax numbers for Contractor, subcontractors, suppliers and other important contacts.
  - 6. Initially, submit a draft copy or one completed copy to the Architect for approval. Submit 4 final copies.
- C. Content: Data described in the Specifications Sections including, but not limited to the following:
  - 1. General system, equipment or product description.
  - 2. Identification: manufacturer, model and serial numbers.
  - 3. Operating instructions.
  - 4. Emergency instructions.

5. Inspection and test procedures.
6. Maintenance procedures and schedules.
7. Inspection procedures.
8. Repair instructions.
9. Precautions.
10. Design factors and assumptions.
11. Copies of applicable submittals.
12. Wiring diagrams.
13. Warranties
14. Source of required materials and services.
15. Material composition, color and texture.
16. Applicable standards.

#### 1.6 FINAL PAYMENT

- A. Procedures for final payment will be in accordance with Document 007000, General Conditions:
  1. Architect: Prepare a final Change Order reflecting adjustments to the Contract Sum.
  2. Contractor: Execute Change Order and submit final Application for Payment.
  3. Owner: Upon certification by Architect/Engineer, make payment to Contractor within 45 days.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION 017800

## **SECTION 024100 - DEMOLITION**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Selective demolition of built site elements.

#### **1.02 RELATED REQUIREMENTS**

- A. Section 011000 - Summary: Limitations on Contractor's use of site and premises.
- B. Section 015000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- C. Section 017000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.
- D. Section 017419 - Construction Waste Management and Disposal: Limitations on disposal of removed materials; requirements for recycling.

#### **1.03 DEFINITIONS**

- A. Demolish: Dismantle, raze, destroy, or wreck any building or structure or any part thereof.
- B. Remove: Detach or dismantle items from existing construction and dispose of them off site, unless items are indicated to be salvaged or reinstalled.
- C. Remove and Salvage: Detach or dismantle items from existing construction in a manner to prevent damage. Clean, package, label and deliver salvaged items to Owner in ready-for-reuse condition.
- D. Remove and Reinstall: Detach or dismantle items from existing construction in a manner to prevent damage. Clean and prepare for reuse and reinstall where indicated.
- E. Existing to Remain: Designation for existing items that are not to be removed and that are not otherwise indicated to be salvaged or reinstalled.

#### **1.04 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Site Plan: Indicate:
  - 1. Areas for temporary and permanent placement of removed materials.

### **PART 3 EXECUTION**

#### **2.01 GENERAL PROCEDURES AND PROJECT CONDITIONS**

- A. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
  - 1. Obtain required permits.
  - 2. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
  - 3. Provide, erect, and maintain temporary barriers and security devices.
  - 4. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
  - 5. Do not close or obstruct roadways or sidewalks without permits from authority having jurisdiction.
  - 6. Conduct operations to minimize obstruction of public and private entrances and exits. Do not obstruct required exits at any time. Protect persons using entrances and exits from removal operations.
  - 7. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon, or limit access to their property.
- B. Do not begin removal until receipt of notification to proceed from Owner.

- C. Protect existing structures and other elements to remain in place and not removed.
  - 1. Provide bracing and shoring.
  - 2. Prevent movement or settlement of adjacent structures.
  - 3. Stop work immediately if adjacent structures appear to be in danger.
- D. Perform demolition in a manner that maximizes salvage and recycling of materials.
  - 1. Dismantle existing construction and separate materials.
  - 2. Set aside reusable, recyclable, and salvageable materials; store and deliver to collection point or point of reuse.

**2.02 DEBRIS AND WASTE REMOVAL**

- A. Remove debris, junk, and trash from site.
- B. Remove materials not to be reused on site; comply with requirements of Section 017419 - Waste Management.
- C. Leave site in clean condition, ready for subsequent work.
- D. Clean up spillage and wind-blown debris from public and private lands.

**END OF SECTION**



**SECTION 099600 - HIGH-PERFORMANCE COATINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. High performance coatings.
- B. Surface preparation.

**1.02 REFERENCE STANDARDS**

- A. MPI (APSM) - Master Painters Institute Architectural Painting Specification Manual; Current Edition.
- B. SSPC-SP 1 - Solvent Cleaning; 2015, with Editorial Revision (2016).
- C. SSPC-SP 6/NACE No.3 - Commercial Blast Cleaning; 2006.

**1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Provide complete list of all products to be used, with the following information for each:
  - 1. Manufacturer's name, product name and/or catalog number, and general product category (e.g. "alkyd enamel").
  - 2. MPI product number (e.g. MPI #47).
  - 3. Cross-reference to specified coating system(s) product is to be used in; include description of each system.
- C. Samples: Submit two samples 8 by 8 inch (203 by 203 mm) in size illustrating colors available for selection.
- D. Maintenance Data: Include cleaning procedures and repair and patching techniques.

**1.04 QUALITY ASSURANCE**

- A. Applicator Qualifications: Company specializing in performing the work of this section approved by manufacturer.

**1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver products to site in sealed and labeled containers; inspect to verify acceptability.
- B. Container Label: Include manufacturer's name, type of coating, brand name, lot number, brand code, coverage, surface preparation, drying time, cleanup requirements, color designation, and instructions for mixing and reducing.
- C. Coating Materials: Store at minimum ambient temperature of 45 degrees F (7 degrees C) and a maximum of 90 degrees F (32 degrees C), in ventilated area, and as required by manufacturer's instructions.

**1.06 FIELD CONDITIONS**

- A. Follow manufacturer's recommended procedures for producing best results, including testing of substrates, moisture in substrates, and humidity and temperature limitations.
- B. Do not apply exterior coatings during rain or snow, or when relative humidity is outside the humidity ranges required by the coating product manufacturer.
- C. Do not install materials when temperature is below 55 degrees F (13 degrees C) or above 90 degrees F (32 degrees C).
- D. Maintain this temperature range, 24 hours before, during, and 72 hours after installation of coating.
- E. Restrict traffic from area where coating is being applied or is curing.

**1.07 WARRANTY**

- A. See Section 017800 - Closeout Submittals for additional warranty requirements.

- B. Correct defective Work within a five year period after Date of Substantial Completion.
- C. Warranty: Include coverage for bond to substrate.

## **PART 2 PRODUCTS**

### **2.01 MANUFACTURERS**

- A. Provide high performance coating products from the same manufacturer to the greatest extent possible.
- B. High-Performance Coatings:
  - 1. PPG Paints: [www.ppgpaints.com/#sle](http://www.ppgpaints.com/#sle).
  - 2. Sherwin-Williams Company: [industrial.sherwin-williams.com/#sle](http://industrial.sherwin-williams.com/#sle).
  - 3. Sika Corporation; Sikafloor Sikagard Hygiene UR: [usa.sika.com/#sle](http://usa.sika.com/#sle).

### **2.02 HIGH-PERFORMANCE COATINGS**

- A. Provide coating systems that meet the following minimum performance criteria, unless more stringent criteria are specified:
  - 1. Abrasion Resistance: 1000 revolutions, when tested in accordance with CS-10 wheel, .248 grams.
  - 2. Impact Resistance: direct at 1 week, when tested in accordance with 120 in/lbs.
  - 3. Hardness: 2H.
  - 4. Lead Content: None.
- B. Severe Exposure: All minimum criteria, plus:
  - 1. Salt Spray Resistance: 2000 hours, no effect.
  - 2. Solvent Resistance: 30 minute contact after 7 days of curing.
  - 3. Acid Resistance: excellent.
  - 4. Alkali Resistance: excellent.

### **2.03 TOP COAT MATERIALS**

- A. Coatings - General: Provide complete multi-coat systems formulated and recommended by manufacturer for the specified applications and thicknesses; number of coats specified does not include primer or filler coat.
  - 1. Basis of Design: Matthews Acrylic Polyurethane as manufactured by PPG; gloss or satin finish to match existing finishes
  - 2. Approved equal as recommended by signage manufacturer

### **2.04 PRIMERS**

- A. Primers: Provide the following unless other primer is required or recommended by coating manufacturer.
  - 1. Basis of Design: Matthews Primers Undercoats as manufactured by PPG
  - 2. Approved equal as recommended by signage manufacturer

### **2.05 ACCESSORY MATERIALS**

- A. Accessory Materials: Provide primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials as required for final completion of coated surfaces.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify existing conditions before starting work.
- B. Do not begin application of coatings until substrates have been properly prepared.
- C. Verify that substrate surfaces are ready to receive work as instructed by the coating manufacturer. Obtain and follow manufacturer's instructions for examination and testing of substrates.
- D. Examine surfaces scheduled to be finished prior to commencement of work. Report any condition that may potentially affect proper application.

- E. Test shop-applied primer for compatibility with subsequent cover materials.
- F. Proceed with coating application only after unacceptable conditions have been corrected.

### **3.02 PREPARATION**

- A. Protect adjacent surfaces and materials not receiving coating from spatter and overspray; mask if necessary to provide adequate protection. Repair damage.
- B. Clean surfaces of loose foreign matter.
- C. Remove substances that would bleed through finished coatings. If unremovable, seal surface with shellac.
- D. Remove finish hardware, fixture covers, and accessories and store.
- E. Existing Painted and Sealed Surfaces:
  - 1. Strip existing paint and coatings from surface.
  - 2. Remove loose, flaking, and peeling paint. Feather edge and sand smooth edges of chipped paint.
  - 3. Clean with mixture of trisodium phosphate and water to remove surface grease and foreign matter.
- F. Aluminum: Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
- G. Galvanized Surfaces:
  - 1. Remove surface contamination and oils and wash with solvent according to SSPC-SP 1.
- H. Ferrous Metal:
  - 1. Solvent clean according to SSPC-SP 1.
  - 2. Shop-Primed Surfaces: Sand and scrape to remove loose primer and rust. Feather edges to make touch-up patches inconspicuous. Clean surfaces with solvent. Prime bare steel surfaces. Re-prime entire shop-primed item.
  - 3. Remove rust, loose mill scale, and other foreign substances using methods recommended in writing by paint manufacturer and blast cleaning in accordance with SSPC-SP 6/NACE No.3, and protect from corrosion until coated.

### **3.03 PRIMING**

- A. Apply primer to all surfaces, unless specifically not required by coating manufacturer. Apply in accordance with coating manufacturer's instructions.

### **3.04 COATING APPLICATION**

- A. Apply coatings in accordance with manufacturer's written instructions, to thicknesses specified and recommendations in MPI - Architectural Painting and Specification Manual.
- B. Apply in uniform thickness coats, without runs, drips, pinholes, brush marks, or variations in color, texture, or finish. Finish edges, crevices, corners, and other changes in dimension with full coating thickness.

### **3.05 CLEANING**

- A. Collect waste material that could constitute a fire hazard, place in closed metal containers, and remove daily from site.
- B. Clean surfaces immediately of overspray, splatter, and excess material.
- C. After coating has cured, clean and replace finish hardware, fixtures, and fittings previously removed.
- D. See Section 017419 - Construction Waste Management and Disposal for additional requirements.

### **3.06 PROTECTION**

- A. Protect finished work from damage.

**3.07 SCHEDULE**

- A. Color: As indicated on Drawings.

**END OF SECTION**

## **SECTION 101423 - PANEL SIGNAGE**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Panel signage.

#### **1.02 REFERENCE STANDARDS**

#### **1.03 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements for submittal procedures.
- B. Product Data: Manufacturer's product literature for each type of panel sign, indicating styles, font, foreground and background colors, locations, and overall dimensions of each sign.
- C. Shop Drawings:
  - 1. Include dimensions, locations, elevations, materials, text and graphic layout, attachment details, and schedules.
- D. Verification Samples: Submit samples showing colors, materials, and finishes specified.
- E. Manufacturer's qualification statement.

#### **1.04 QUALITY ASSURANCE**

- A. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years of documented experience.

#### **1.05 DELIVERY, STORAGE, AND HANDLING**

- A. Package signs as required to prevent damage before installation.

### **PART 2 PRODUCTS**

#### **2.01 MANUFACTURERS**

- A. Panel Signage:
  - 1. Takeform: [www.takeform.net/#sle](http://www.takeform.net/#sle).
  - 2. Vital Signs: [www.vitalsignsroc.com](http://www.vitalsignsroc.com).
  - 3. ID Sign Systems: [www.idsignsystems.com](http://www.idsignsystems.com)
  - 4. Approved equal.

#### **2.02 PANEL SIGNAGE**

- A. Panel Signage Type: Traffic wayfinding
  - 1. Application: Traffic wayfinding signs.
  - 2. Description: Existing wayfinding signs to be refinished
  - 3. Sign Size: Verify in field - existing signs.
  - 4. Total Thickness: Verify in field - existing signs.
  - 5. Color and Font, unless otherwise indicated:
    - a. Character Font: Trade Gothic.
    - b. Character Case: Upper and lower case (title case).
    - c. Background Color: As scheduled.
    - d. Character Color: White color or as indicated on drawings.
  - 6. Profile: Flat panel in aluminum frame.
    - a. Frame Finish: Black Chrysler #PX9.
- B. Panel Signage Type: Pedestrian wayfinding maps
  - 1. Application: Pedestrian wayfinding signs.
  - 2. Description: Maps to be redone by signage manufacturer to match more updated version of campus map attached at end of this specification section and include removed/new buildings. Signage manufacturer will be responsible for creation of maps in its entirety. PDF file will be provided for use. MCC must approve the final map graphics for signage prior to installation.
  - 3. Sign Size: Verify in field - existing signs.
  - 4. Total Thickness: Verify in field - existing signs.

5. Color and Font, unless otherwise indicated:
  - a. Character Font: Trade Gothic.
  - b. Character Case: Upper and lower case (title case).
  - c. Background Color: As scheduled.
  - d. Character Color: White color or as indicated on drawings.
6. Profile: Flat panel in aluminum frame.
  - a. Frame Finish: Black Chrysler #PX9.

## **2.03 SIGNAGE APPLICATIONS**

- A. Traffic wayfinding signs: To match campus standards; locate where indicated on drawings.
- B. Pedestrian wayfinding signs: To match campus standards; locate where indicated on drawings.

## **PART 3 EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that substrate surfaces are ready to receive work.
- B. Notify Architect if conditions are not suitable for installation of signs; do not proceed until conditions are satisfactory.

### **3.02 INSTALLATION**

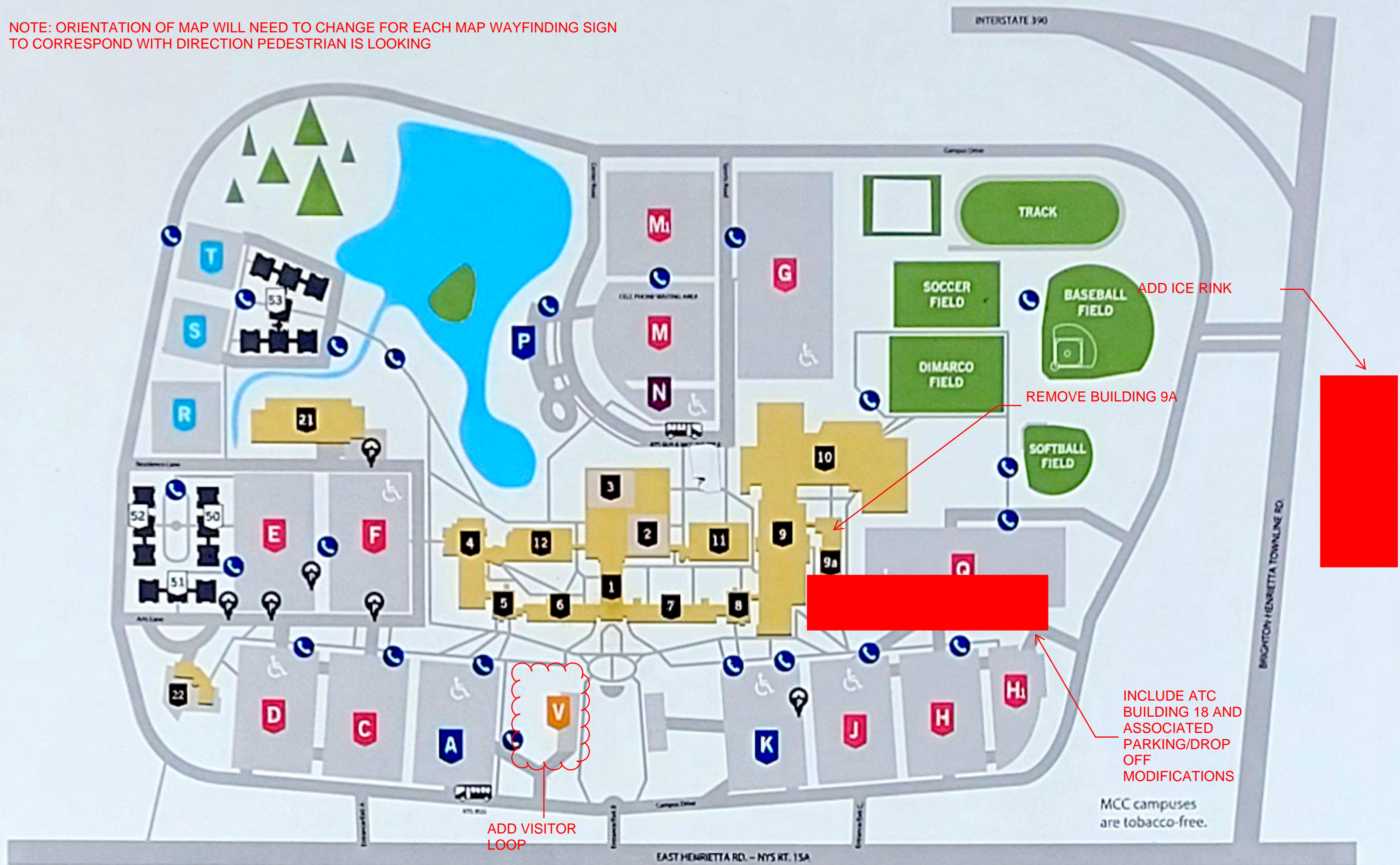
- A. Install in accordance with manufacturer's instructions.
- B. Install with horizontal edges level.

**END OF SECTION**



# Brighton Campus Map

NOTE: ORIENTATION OF MAP WILL NEED TO CHANGE FOR EACH MAP WAYFINDING SIGN TO CORRESPOND WITH DIRECTION PEDESTRIAN IS LOOKING



- 1 Peter A. Spina Administration Building
- 2 LeRoy V. Good Library
- 3 R. Thomas Flynn Campus Center (Warshof Conference Center)
- 4 Communications/Theater
- 5 North Faculty Tower
- 6 Registration/Financial Services
- 7 Sciences
- 8 South Faculty Tower
- 9 The Gleason Hall of Science & Technology Work Center for Excellence in Nursing
- 9a Auxiliary Classrooms
- 10 Samuel J. Stabins Physical Education Complex, PAC Center

- 11 Learning Centers
- 12 Fine Arts Building (Mercer Gallery)
- 19 Auxiliary Classrooms
- 21 Facilities/Purchasing/Receiving
- 22 Richard M. Guon Child Care Center

Alice Holloway Young Commons (Residence Halls)

- 50 Pioneer Hall
- 51 Alexander Hall
- 52 Tribune Hall
- 53 Canal Hall

- Accessible Parking
- Parking Meters
- Direct Public Safety Phones
- RTS Bus & MCC Shuttle Pick-Up/Drop-Off
- Walkways/Paths
- Roads

- Student Parking
- Employee Parking
- Residents Parking
- Visitor Parking
- Event Parking

MCC campuses are tobacco-free.

ADD ICE RINK AND ADVANCED TECHNOLOGY CENTER TEXT



**Monroe Community College**  
STATE UNIVERSITY OF NEW YORK

1000 East Henrietta Road Rochester, New York 14623







## **SECTION 329219 - SEEDING**

### **PART 1 GENERAL**

#### **1.01 SECTION INCLUDES**

- A. Placing topsoil.
- B. Seeding, mulching and fertilizer.

#### **1.02 SUBMITTALS**

- A. See Section 013000 - Administrative Requirements, for submittal procedures.
- B. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height; types, application frequency, and recommended coverage of fertilizer ; and \_\_\_\_\_.

#### **1.03 DELIVERY, STORAGE, AND HANDLING**

- A. Deliver grass seed mixture in sealed containers. Seed in damaged packaging is not acceptable. Deliver seed mixture in containers showing percentage of seed mix, year of production, net weight, date of packaging, and location of packaging.

### **PART 2 PRODUCTS**

#### **2.01 SEED MIXTURE**

- A. Seed Mixture:
  - 1. Kentucky Blue Grass: 50 percent (*Poa pratensis*).
  - 2. Creeping Red Fescue Grass: 30 percent (*Festuca rubra* variety).
  - 3. Red Top: 10 percent (*Agrostis alba*).
  - 4. Norlea Perennial Rye: 10 percent (*Lolium perenne*).
- B. Regulatory Requirements:
  - 1. Comply with regulatory agencies for fertilizer and herbicide composition.

#### **2.02 SOIL MATERIALS**

- A. Topsoil: Excavated from site and free of weeds.

#### **2.03 ACCESSORIES**

- A. Fertilizer: Recommended for grass, slow release nitrogen, biological materials, and biostimulant materials; of proportion necessary to eliminate deficiencies of topsoil.

### **PART 3 EXECUTION**

#### **3.01 FERTILIZING**

- A. Apply fertilizer in accordance with manufacturer's instructions.
- B. Apply after smooth raking of topsoil and prior to roller compaction.
- C. Do not apply fertilizer at same time or with same machine as will be used to apply seed.
- D. Mix thoroughly into upper 2 inches (50 mm) of topsoil.
- E. Lightly water to aid the dissipation of fertilizer.

#### **3.02 SEEDING**

- A. Do not sow immediately following rain, when ground is too dry, or during windy periods.
- B. Following germination, immediately re-seed areas without germinated seeds that are larger than 4 by 4 inches (100 by 100 mm).

#### **3.03 FIELD QUALITY CONTROL**

- A. See Section 014000 - Quality Requirements for additional requirements.

#### **3.04 CLEANING**

- A. See Section 017000 - Execution and Closeout Requirements for additional requirements.
- B. Clean surrounding areas of construction debris.

**3.05 MAINTENANCE**

- A. See Section 017000 - Execution Requirements, for additional requirements relating to maintenance service.

**END OF SECTION**