

LEGAL NOTICE

BD-09-18

Sealed proposals will be received by the officers of the Board of Public Utilities, City of Jamestown, New York, at its 92 Steele Street office until 1:00 PM, Eastern Standard Time, May 22nd, 2018 for installation of ballasted and un-ballasted membrane roofs at **Hopkins Ave, Fluvanna Ave, and Fairmount Ave**

A mandatory pre-construction meeting will take place on May 9th, 2018 starting at 1:00pm at the Jamestown Board of Public Utilities main office at 92 Steele Street, Jamestown NY, 14701.

Detailed specifications and proposal forms may be obtained at the office of the Board of Public Utilities located at 92 Steele Street, Jamestown, New York.

The City of Jamestown reserves the right to reject any or all bids, the right to waive any informalities, the right to permit exceptions deemed not to be of substance, and the right to accept any bid which the City deems to represent the prudent and economical expenditure of the public monies for the benefit of the City's inhabitants by securing the maximum quality at the lowest possible cost.

Proposals shall be placed in a sealed envelope addressed to the General Manager, Board of Public Utilities, City of Jamestown, New York, be plainly marked on the outside, "**PROPOSAL NO. New Bid BD-09-18**" and be delivered at the Board's office located at 92 Steele Street.

David L. Leathers, General Manager
Board of Public Utilities
City of Jamestown
92 Steele Street
Jamestown, New York 14701

4/23/2018

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1. INSTRUCTION TO BIDDERS

Proposals for the work referred to in the foregoing Legal Notice and covered by the attached Specifications, must be submitted within the specified time and must be accompanied by such information as the Specifications require. In making tenders, Bidders shall use the forms included with these Specifications, returning the same, intact, with such supplementary specifications, data, drawings, etc., as are to be included. All requirements in the way of deposits or bonds as evidence of good faith must be complied with.

A bid cannot be withdrawn after the expiration of the time set for receiving bids, nor can letter, telegram, or verbal statement make any change in price or other details. The prices and other information must be legibly written (or printed) in ink, the bid price, or prices being written in words as well as figures.

Bidders must acquaint themselves fully with the amount and nature of the work to be done by carefully studying the Specifications and drawings and by visiting the site, examining existing construction, and inquiring into any local conditions which may affect their work.

No bid will be accepted from, nor will any contract be awarded to any person who is in arrears with the Board of Public Utilities upon debt or contract, or who is in default, as surety or otherwise, upon any obligation to said Board or whose work has heretofore proven unsatisfactory or dilatory.

The Bidder to whom any contract hereunder shall be awarded may be required to appear in person, or represented by a duly authorized person, at the office of the Board of Public Utilities, Jamestown, New York and execute a contract for the work awarded to it, within ten (10) days after the date of service of written notice to that effect. In case of failure or neglect to do so, said Bidder will be considered as having abandoned the contract and as in default to the City and thereupon the work may be awarded to the next lowest and acceptable Bidder, or may be re-awarded and re-let, and the Bidder so defaulting will be held responsible for the difference between the sum to which it would have been entitled on the completion of the work, and that which the City may be obliged to pay to any higher and acceptable Bidder to whom the contract may be later awarded.

The City of Jamestown reserves the right to reject any bid or all bids, the right to waive any informalities, the right to permit exceptions deemed not to be of substance, and the right to accept any bid which the City deems to represent the prudent and economical expenditure of the public moneys for the benefit of the City's inhabitants by securing the maximum quality at the lowest possible cost.

All proposals shall be submitted in an opaque sealed envelope or package plainly marked on the outside with the name, address, and phone number (including FAX number) of the person, firm, partnership, or corporation bidding and the name of their respective representatives whom they expect to be present when the bids are opened. BD-09-18 shall be plainly marked on the outside of the sealed envelope containing the bid. If forwarded by mail, the envelope containing each proposal shall be placed in another envelope addressed to Mr. David L. Leathers, General Manager, Board of Public Utilities, 92 Steele St., Jamestown, New York. If forwarded otherwise than by mail, it must be delivered to Mr. David L. Leathers, General Manager, Board of Public Utilities.

Two (2) proposals from a firm, corporation, or association under different names will not be considered. Reasonable grounds for supposing that any bidder is interested in more than one proposal for this work will be cause for the rejection of all proposals in which it has been interested. Any or all proposals will be rejected if there is reasonable ground for supposing that there is collusion among bidders, and all participants in such collusion will receive no further recognition for this work.

The bidder shall submit a complete proposal providing prices for all options and supply any information (with the proposal) which may be required to completely evaluate its proposal or the bid may be declared irregular.

1. INSTRUCTION TO BIDDERS CONTINUED

If the Bidder should encounter any condition not provided for in the Contract Documents, that will affect its bid or the performance of its contract obligations should the Bidder be awarded the contract, the Bidder shall notify the City in writing, at least five (5) days prior to the opening of the bids and enclose a copy of such letter with the bid

2. GENERAL INFORMATION

If a firm or partnership makes the bid, the name and the place of residence of each member of the firm or partnership must be given. If made by a corporation, the person signing the bid shall state under the laws of what state the corporation was chartered and the name and title of officer or officers having authority under the by-laws to sign contracts. Anyone signing a proposal as agent must file it with legal evidence of his or her authority to do so.

2.1 DEFINITION OF TERMS

The terms and expressions used in these specifications and contract shall be understood as follows:

- The word "City" to mean the City of Jamestown, New York acting through its Board of Public Utilities.
- The word "Bidder" to mean any individual, firm or corporation submitting a proposal to the Board of Public Utilities of the City of Jamestown, New York.
- The word "Contractor" to mean any individual, firm or corporation undertaking this contract with the City of Jamestown, New York.
- The word "General Manager" to mean the General Manager of the Board of Public Utilities, City of Jamestown, New York.
- The word "Inspector" to mean the person appointed to inspect the materials used and the work performed under this contract.
- The word "days" when used in this contract shall be held to mean calendar days unless otherwise specified.
- The "amount of the contract" shall be held to mean the total amount bid in the Contractor's proposal.

2.2 INTERPRETATION OF SPECIFICATIONS

The Information for Bidders, the Specifications, the Proposal (s), and Instructions to Contractor (s), the Guaranty (s), and Accompanying Plans are intended to describe and provide for the complete work and each form a part of the Contract (s). They are to be cooperative and what is called for by one is as binding as if called for by all.

It is important, therefore, that Bidders not only familiarize themselves with the detailed "Information for Bidders", the "Plans and Specifications", and "Proposal Form", but also with the "Instructions to Contractors", the "Performance Guarantee", and the "Contract" to be executed before submitting their proposals.

2.3 COMPARABLE INSTALLATIONS

Bidder must be skilled and regularly engaged in the class of work on which it bids, and shall submit with the proposal, a list of installations made by it comparable with the whole or with comparable component parts of this project. Such installations shall have been in service at least five (5) years.

2.4 STANDARDS AND SUBSTITUTIONS

The names or make of any article, device, material, form of construction, fixture, etc., named in these specifications whether or not the words "or equal" are used, shall be known as "standard".

All proposals shall be based on the standards specified.

Where two or more standards are named together, Bidders may bid on any of the standards named, regardless of the order in which they are named.

Bidders are invited to submit substitutions for the standards specified, provided:

1. They name the substitution bid upon and the additions or deduction they will make to, or from their base bid provided the City approves each substitution.
2. The substitute bid upon shall be written on a substitute blank and attached to the formal proposal.
3. The complete specifications and a description of the substitution bid upon shall be furnished to the City prior to the award of the contract.

If the Bidder names no substitutions, the standards as specified shall be used

2.5 PROPOSALS

Each proposal shall be based on the performance of the work to conform to the annexed plans, specifications, and contract form, and shall be submitted on the form provided for that purpose in these specifications.

Each Bidder must fill in all tabulation forms attached to these specifications.

Each Bidder shall declare in its proposal that the annexed specifications and contract form have been carefully examined, that its proposal conforms to the specifications and contract form hereto annexed, and if its proposal is accepted it will contract with the Board of Public Utilities of the City of Jamestown, New York in accordance with the specifications and contract form hereto annexed.

This proposal shall be submitted in a sealed envelope or package plainly marked on the outside with the name, address, and phone number (including FAX number) of the person, firm, partnership, or corporation bidding and the name of their respective representatives whom they expect to be present when the bids are opened. The PROPOSAL-CONTRACT NUMBER on which the bid is submitted shall be plainly marked on the outside of the sealed envelope containing the bid.

Two (2) complete copies of the Proposal shall be provided in sealed envelopes marked "BD-09-18 - COPIES" and include the bidders information as indicated above.

If forwarded by mail, the envelope containing each proposal shall be placed in another envelope addressed to Mr. David L. Leathers, General Manager, Board of Public Utilities, City of Jamestown, New York. If forwarded otherwise than by mail, it must be delivered to Mr. David L. Leathers, General Manager, Board of Public Utilities.

2.5 PROPOSALS CONTINUED

All figures written by the Bidder on the proposal shall appear in ink. Where a gross sum is requested, both figures and words shall be used to express the amount.

Two (2) proposals from a firm, corporation, or association under different names will not be considered. Reasonable grounds for supposing that any Bidder is interested in more than one proposal for this work will be cause for the rejection of all proposals in which it has been interested. Any or all proposals will be rejected if there is a reasonable ground for supposing that there is a reasonable ground for supposing that there is collusion among Bidders, and all participants in such collusion will receive no further recognition for this work.

2.6 EXCEPTIONS

Any exceptions to the bidding specifications shall be noted on the Proposal Form in the space provided, if additional space is required the Bidder shall note in the space that the exceptions are stated on an attached page(s). The attached page(s) shall be numbered and inserted immediately following the signature page of the Proposal Form and clearly titled "EXCEPTIONS".

2.7 ACCEPTANCE OR REJECTION OF BIDS

The City of Jamestown reserves the right to reject any or all bids, the right to waive informalities, the right to permit exceptions deemed not to be of substance, and the right to accept any bid which the City deems to represent the prudent and economical expenditure of the public moneys for the benefit of the City's inhabitants by securing the maximum quality at the lowest possible cost. In comparing proposals, consideration will not be confined to first, cost only, and the judgment of the City shall be final as to which bid will best serve its interests.

2.8 WITHDRAWL OF BIDS

Permission will not be given to withdraw any proposal after it has been deposited with the General Manager of the Board of Public Utilities.

3. LEGAL REQUIREMENT

3.1 SUITS IN COURTS

In case any action of law or suit in equity may or shall be brought by or against the City or any of its officers or agents for or on account of any claims under this Contract or otherwise, such action of law or suit in equity shall be brought in the courts of the State of New York, Chautauqua County.

3.2 LAWS TO BE OBSERVED

The Contractor at all times shall observe and comply with all Federal, State and City laws, ordinances, and regulations, in any manner affecting the conduct of the work, and all such orders or decrees as exist at present and those that may be enacted later, of bodies or tribunals having any jurisdiction or authority over the work, and shall indemnify and save harmless the City and all its offices, officers, agents, and employees, against any claim or liability arising from or based on the violations of any such law, ordinance, regulation, order, or decree, whether by the Contractor, or its employees.

3.3 NO WAIVER OF LEGAL RIGHTS

Neither the inspection by the City, nor by any of its duly authorized agents, nor any order, measurement, or certificate by the City, or said agents nor any orders by the City for the payment of money, nor any payment for, nor acceptance of, any work by the City, nor any possession taken by the City or its duly authorized agents, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the City, or any right to damage herein provided, nor shall any waiver of breach of this Contract be held to be a waiver of any subsequent breach.

3.4 SAVE HARMLESS

Contractor agrees to indemnify and save harmless the City from and against any loss, expense, claims by reason of damage to property, or for bodily injury or both arising out of the performance of this Contract where such damage or injury is attributable to the negligence of Contractor or its subcontractors, and in the event that such damage or injury is caused by the joint or concurrent negligence of the City, the loss shall be borne by the Contractor and the City proportionately to their degree of negligence.

3.5 INSURANCE

The Contractor shall procure and maintain at its own expense and without expense to the City until final acceptance by the City of the work covered by the contract, and covering the full periods covered by the contract, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided. Said insurance shall be procured through insurance companies authorized by license to write insurance contracts in New York State and rated "A" or better by A. M. Best Company, Inc. in Best's Key Rating Guide, and otherwise acceptable to the City covering all operations under the contract whether performed by it or by subcontractors. Before commencing the work, the Contractor shall furnish to the City a certificate or certificates of insurance in forms satisfactory to the City showing that it has complied with this paragraph, which certificate or certificates shall provide that the policy shall not be changed or canceled until ten (10) days written notice has been given to the City. The kinds and amounts of insurance follow.

3.5.1 COVERAGE LIMITS OF LIABILITY

	COVERAGE	LIMITS OF LIABILITY
1.	Worker's Compensation Including U S L & H	Statutory
2.	Employer's Liability	Statutory - New York State Employers' Liability coverage is unlimited. Bidders from outside New York State will need to submit proof that Employers' Liability coverage has been added to the Umbrella policy. The Bidder's obligation to hold harmless and indemnify the BPU is not limited to the minimum insurance limits required under this contract.
3.	Comprehensive Automobile Liability Including: Owned, non-owned, hired	\$1,000,000 each occurrence BI & PD Combined. PLEASE NOTE: Bidders bidding on ITEM #4 (transportation and disposal) will need to provide a Pollution Rider to the Automobile Liability policy with the same limits as the base

		coverage.
4.	Comprehensive General Liability Including: Premises & Operations; X, C, U Coverage's; Personal Injury Liability; Completed Operations & Product Liability; Environmental Impairment Liability	\$1,000,000 per occurrence \$2,000,000 aggregate BI & PD Combined Bidders may provide a pollution rider to the general liability policy or a separate Pollution Liability policy with limits equal to the General Liability policy limits.
5.	Umbrella Liability – First Layer	\$5,000,000 per occurrence

3.5.1 COVERAGE LIMITS AND LIABILITY CONTINUED

Notes: U S L & H - United States Longshoreman & Harbor Compensation Act
X – Explosion
C – Collapse
U – Underground
BI – Bodily Injury
PD – Property Damage

THE FOLLOWING PARAGRAPH MUST BE TYPED ON THE CERTIFICATE OF INSURANCE TO INDICATE THAT THE INSURANCE POLICIES INCLUDE THE CONTRACTOR'S INDEMNIFICATION OBLIGATION:

"The Contractor shall indemnify, hold harmless and defend the City of Jamestown from any and all damages and liability by reason of personal injury, or property damage arising either directly or indirectly from the work to be performed under the terms of this contract."

Included with the Proposal the Person(s) shall supply either a certificate showing the meeting of the above levels of insurance, or a statement from its insurance agent that the above levels will be supplied.

If the Person proposes the furnishing of insurance levels lower than those indicated above it shall be so stated and noted as an exception to the proposal. In making the exception the Person shall indicate the cost of obtaining the limits requested herein, as a deduction to the base bid to arrive at the Persons proposed levels. Where possible the Person shall supply as much detailed information including costs for various levels of insurance to allow complete evaluation of its proposal.

4. FINANCIAL

4.1 INTENT AND MEANING OF SPECIFICATIONS

It is the intent and meaning of the specifications that the price bid is to include all expenses in connection with furnishing all labor, materials, tools, equipment, and supervision to completely complete the work related to the attached specifications, whether or not all items necessary for such complete assembly of the items of equipment are mentioned in these specifications (except those items which are specifically stated to be furnished by the City) and the contract shall read accordingly.

4.2 TERMS OF PAYMENT

Payments on account of the work done by the Contractor will be made by the City on monthly detailed report submitted by the Contractor and approved by the General Manager of the Board of Public Utilities. Payments will be made on Monday following the third Tuesday of the month upon prior to the 10th of the month.

4.3 EXTRA WORK

In case it becomes necessary to perform extra work of a character not covered by this contract, it shall be done by the Contractor when so ordered by the City and shall be paid for by the City on a basis of actual work plus the percentage stated on the bid sheet. However, no extra work shall be done without written orders from the General Manager of the Board of Public Utilities.

4.4 PURCHASER NOT LIABLE

Neither the City, nor any agent, officer, nor representative thereof, shall be liable for, or be held to pay any money to the Contractor, except as herein provided; and the acceptance by the Contractor of the final payment shall operate as and shall be a release to the City, its officers, and agents, from all claims and liability to the Contractor for anything done, or furnished for, or relating to the work, or for any act or neglect of the City or any person relating to or affecting the work.

4.5 CHANGES IN PLANS

The City shall have the right to make changes in plans. In making such changes, the changes in price (unless a special arrangement between the City and the Contractor as to the prices is made at the time changes are ordered) shall be calculated on the same basis as extra work. Should such changes result in decreased cost, the Contractor will pay to the City an amount to be agreed upon by the City and the Contractor.

4.6 INCIDENTAL WORK AT CONTRACTOR'S EXPENSE

All work to be done by the Contractor, specified or mentioned in the plans or specifications, as well as minor details of work not specifically mentioned but obviously necessary for the proper completion of the work, shall be considered as incidental, and as being a part of, and included in, the contract. The Contractor will not be entitled to any extra or additional compensation for the same.

4.7 ACCEPTANCE

Acceptance shall be made by the City based on the compliance of the equipment with the specifications requirements, as determined by the General Manager. Compliance shall be judged by the results of test, operation and inspection.

The Contractor hereby agrees that the final inspection and acceptance of the work is to take place at the completion of the entire work under the contract, and that any inspection or acceptance of materials and workmanship at the mills, shops, or elsewhere, to facilitate the progress of the work shall not waive the City's right to reject said materials or workmanship thereafter if same be found unsuitable or not in complete accord with the specifications.

5. NEW YORK STATE WAGE RATES

THE NEW YORK STATE WAGE RATES ARE APPLICABLE TO THIS CONTRACT, AS IT INCLUDES LABOR AS WELL AS MATERIAL AND ENGINEERING SERVICE.

“Appendix B: Chautauqua County General Construction Rates”, includes all prevailing wage information.

Failure to Comply

When the Bureau of Public Work finds that a contractor or subcontractor on a public work project failed to pay or provide the requisite prevailing wages or supplements, the Bureau is authorized by Sections 220-b and 235.2 of the Labor law to so notify the financial officer of the Department of Jurisdiction that awarded the public work contract. Such office **MUST** then withhold or cause to be withheld from any payment due the prime contractor on account of such contract the amount indicated by the Bureau of Public Work as

sufficient to satisfy the unpaid wages and supplements, including interest and any civil penalty that may be assessed by the Commissioner of Labor.

5. NEW YORK STATE WAGE RATES CONTINUED

The Department of Jurisdiction shall comply with an order of the Commissioner of Labor or of the Court with respect to the release of the funds so withheld.

Contractors are required to post the schedule on the jobsite and provide copies of the schedule to all their contractors.

The Board of Public Utilities shall, at its discretion, request copies of certified payroll records from the vendor awarded this contract to verify compliance.

6. EVALUATION FACTORS

The Bidder's proposal will be evaluated based on the following factors:

- Conformance with all requirements of all bidding documents including the Contract Documents and Technical Specification. Exceptions (or clarifications, which, in the City's judgment, are exceptions) subject the Bidder's proposal to possible rejection by the City unless the bidder can adequately demonstrate to the City that the exceptions taken are in the best interests of the City.
- Firm prices.
- Demonstration of adequate qualifications (see Qualification Section).
- Evaluated City's costs.
- Contract Schedule and details of the manner in which the job would proceed presented with the bid and the time requirements indicated by the Bidder to complete the project.
- Costs associated with any extra work that may be involved with the project.
- Completeness of bidding documents including all details of the proposed work to be done. (All bids must be submitted in a manner and providing enough detail to allow the Board of Public Utilities the information needed to properly evaluate each bid.)
- **Each proposal item group will be evaluated and awarded individually.**

7. CONTRACT AND CERTIFICATIONS

CONTRACT

It is agreed between _____ a domestic corporation, herein after called "Contractor", and the City of Jamestown, New York, a municipal corporation, hereinafter called "City", as follows:

1. The Contractor covenants with the City to provide the necessary engineering, materials, equipment, and technical supervision to perform the engineering and installation work associated with the roof removal and replacement work as specified in the technical specification BD-09-18.
2. It is agreed the Contractor's proposal of _____, 20____, is made part of this instrument and is as binding upon both parties as is if incorporated herein in detail.
3. The Contractor covenants to and with the City:
 - a. That the provisions of the Charter and Ordinances of the City and of the Laws of the State of New York relating to municipal contracts applicable hereto including but not limited to Sections 103a, 103d, 108, and 109 of the General Municipal Law, are hereby made part of this contract as though set forth fully herein and the parties hereto hereby agree to comply with all the requirements contained therein; and that in the event of the failure of the Contractor to so comply, the City of Jamestown may at its election declare this agreement to be void and of no effect or may resort to any other legal remedy. Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein; and if through mistake or other wise any such provision is not inserted or is incorrectly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion.
 - b. That pursuant to Section 103a of the General Municipal Law, upon the refusal of a member, partner, director or officer of the Contractor, when called before a Grand Jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, a public authority or with any public department, agency or official of the state or of any political subdivision there or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract (a) the Contractor and such member, partner, director or officer, shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that (b) any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after July 1, 1959 or with any fire district or any agency or official thereof on or after September 1, 1960, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be canceled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.
 - c. That pursuant to Section 103d of the General Municipal Law, the Contractor hereby certifies in connection with the bid submitted by them that (a) the bid was arrived at by the bidder independently and was submitted without collusion with any other vendor of materials, supplies, or equipment of the type described in the invitation for bids and (b) the contents of the bid were not communicated by the bidder nor to its best knowledge and belief by any of its employees or agents, to any person not an employee or agent of the bidder or its surety on any bond furnished herewith prior to the official opening of the bid.

- d. That pursuant to Section 108 of the General Municipal Law, this contract shall be void and of no effect unless the Contractor shall secure workmen's compensation insurance for the benefit of those employed hereon and keep insured during the life of this contract all employees who are required to be insured under the provisions of the Workmen's Compensation Law of the State of New York.
- e. That pursuant to Section 109 of the General Municipal Law, the Contractor shall not assign, transfer, convey sublet or otherwise dispose of this contract or its right, title, or interest therein or its power to execute such contract to any other person or corporation without the previous consent in writing of the City.
- f. That pursuant to Sections 220 and 220d of the Labor Law, no laborer, workman, or mechanic in the employ of the Contractor, subcontractor, or other person doing or contracting to do the whole or part of the work contemplated by the contract shall be permitted or required to work more than eight (8) hours in any one (1) calendar day or more than five (5) days in any one (1) week, except in cases of extraordinary emergency caused by fire, flood or danger to life or property. The wages to be paid for a legal day's work to all classes of such laborers, workmen, or mechanics upon such work or upon the material to be used thereon shall not be less than the prevailing rate of a day's work in the same trade or occupation in the locality where such work is being constructed. Each such laborer, workman, or mechanic shall receive a rate of wages which shall not be less than that shown in the schedule attached hereto as fixed by the Director of Finance of the City of Jamestown in accordance with the provisions of Section 220 of the Labor Law. The Contractor and every subcontractor shall post in prominent and accessible places on the site of the work legible statements of all wage rates as specified in the contract to be paid for the various classes of laborers, workmen, and mechanics employed on the work, and the Engineer shall be given access to the payrolls to determine compliance with the provisions of Chapter 220 of the Labor Law.
- g. That, pursuant to Section 220e of the Labor Law, the Contractor with the municipality agrees:
 - i. That in hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates;
 - ii. That no contractor, subcontractor nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex, or national origin;
 - iii. That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars (\$50.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract;
 - iv. That this contract may be canceled or terminated by the municipality and all monies due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and
 - v. The aforesaid provisions of this section covering every contract for, or on behalf of the municipality for the manufacture, sale or distribution of materials,

equipment or supplies shall be limited to operations performed within the territorial limits of the State of New York.

- h. That if in the construction of the public work a harmful dust hazard is created for which appliances or methods for the elimination of harmful dust have been approved by the Board of Standards and Appeals, such appliances or methods shall be installed and maintained and effectively operated by the Contractor; and that if the provisions of Section 222a concerning harmful dust hazards are not complied with, the contract shall be void.
4. The City covenants with the Contractor that upon the fulfillment of each and all of the Conditions of this instrument, it will pay to the Contractor, in due course of municipal audit, and in accordance with the terms of payment, _____ (\$ _____), as quoted in the Contractor's proposal hereto attached.

IN WITNESS WHEREOF, the Contractor has caused its proper officer to execute and acknowledge this instrument on its behalf, and the City, by due resolution of its Board of Public Utilities, has caused the Mayor of the City of Jamestown to execute and acknowledge this instrument on its behalf, and to attach their corporation seals, this _____ Day of _____, in the year 20_____.

(Contractor)

By
(Contractor's Representative)

As

CITY OF JAMESTOWN, NEW YORK
BOARD OF PUBLIC UTILITIES

By
(General Manager)

State of

On this _____ day of _____, in the year of 20____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say: That he/she resides in _____, State of _____, that he is _____ of the _____ corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Notary Public

State of New York
County of Chautauqua

On this day of _____ day of _____, in the year of 20____, before me personally came _____, to me known, who, being by me duly sworn, did depose and say: That he/she resides in the City of Jamestown, New York; that he/she is General Manager of the Board of Public Utilities of the City of Jamestown, the municipal corporation described in 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 order of the Board of Public Utilities of said corporation, and that he/she signed his/her name thereto by like order.

Notary Public

CERTIFICATE OF CORPORATION COUNSEL

In accordance with the Charter provisions, the undersigned Corporation Counsel of the City of Jamestown, New York, hereby certifies that the above contract is in due and proper form, and that the City of Jamestown, through the above-named officer, has a right to enter into this agreement.

Corporation Counsel

Dated

8. PROPOSAL BD -09 -18

8.1 FORM OF PROPOSAL

Board of Public Utilities
City of Jamestown, New York
Gentlemen:

Date _____

The undersigned, a _____ (individual, partnership, corporation) represented by _____ proposes to furnish all of the engineering, material, equipment, tools, and supervision to perform all of the work covered by the accompanying specification BD-09-18 and abide and submit to all conditions embodied therein.

Item 1 HOPKINS AVE	Total lump sum price _____ (dollars)
Item 2 FLUVANNA AVE	Total lump sum price _____ (dollars)
Item 3 FAIRMOUNT AVE #1	Total lump sum price _____ (dollars)
Item 4 FAIRMOUNT AVE #2	Total lump sum price _____ (dollars)

We (I) the undersigned declare that we (I) have carefully examined the specifications and will fully comply with the requirements of the specifications, except (note exceptions, if any)

We (I) have included ability to meet stated levels of insurance by the submissions of:

Insurance Certificate _____

Start work date* _____

Completion date _____

* Estimated contract award date is May 22, 2018

8.2 NON-COLLUSIVE BIDDING CERTIFICATE (CORPORATION)

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

1. The prices of this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
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.

The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

IN WITNESS WHEREOF, the undersigned corporation has caused its corporate seal to be hereto affixed, and these presents to be signed by its duly authorized officer, this

day of _____ 20__.

(Corporate Seal)

Name of Corporation _____

By _____

Title of Office Executing _____

8.3 NON-COLLUSIVE BIDDING CERTIFICATION (INDIVIDUAL OR PARTNERSHIP)

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

1. The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
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.

The person signing this bid or proposal certifies that they have fully informed themselves regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf.

Dated _____, 20__

(Signature) _____
or if partnership

(Name of Partnership) _____
(Signature of Partner) _____

9. PROSECUTION AND PROGRESS

9.1 PRECONSTRUCTION CONFERENCE

At the direction of the OWNER, and prior to commencement of the work, the CONTRACTOR and his major subcontractors shall attend a preconstruction conference with the OWNER. 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.

9.2 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 as required at the sole discretion of the OWNER.

9.3 CONSTRUCTION SCHEDULE

- A. Before commencing work, the CONTRACTOR shall submit to the OWNER for approval, a 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 OWNER. It is agreed and understood that the OWNER'S approval of CONTRACTOR'S construction schedule does not relieve CONTRACTOR from the responsibility of completing the project in accordance with the term as specified in the Agreement. 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 so approved.
- B. 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.
- C. The schedule shall be marked by the Contractor to indicate progress and shall be resubmitted to the OWNER 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.

9.4 SUBCONTRACTORS

- A. The CONTRACTOR shall notify the OWNER in writing of the names of proposed subcontractors, noting associated work, and shall not employ any to whom the OWNER has a reasonable objection.
- 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 person directly employed by him.
- C. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the OWNER.
- D. The CONTRACTOR shall not award more than 50% of the contract work to subcontractors without prior written approval of the OWNER.

9.5 COORDINATION WITH OTHER CONTRACTORS, UTILITIES AND OWNER 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 OWNER 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 OWNER any discrepancy between the executed work and the Drawings.
- D. Extra costs, which include without limitation additional testing, inspection and compensation for OWNER'S services and expenses including CONSULTANTS and OWNER'S engineering fees, 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 directly by the CONTRACTOR and at no additional cost to the OWNER.

9.6 CORRECTION OF WORK

- A. The CONTRACTOR shall promptly remove from the premises all materials condemned by the OWNER 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. The CONTRACTOR shall bear the expense of additional testing, inspection and compensation for the OWNER'S services and expenses which include CONSULTANT'S and OWNER'S engineering fees made necessary thereby 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 proceed with the correction of such nonconforming work within a seven-day period after receipt of written notice from the OWNER, the OWNER may after such seven-day period give the CONTRACTOR a second written notice to correct such deficiencies within a second seven-day period. If the CONTRACTOR within such seven-day period after receipt of such second notice fails to correct any deficiencies, the OWNER may after such second seven (7) day period, without prejudice to other remedies, use whatever means necessary in its sole discretion, including its own forces, to correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the CONTRACTOR the costs of correcting such deficiencies, including compensation for the CONSULTANT'S and OWNER'S additional engineering services and expenses made necessary by failure to correct such defective work. If payments then or thereafter due the CONTRACTOR are not sufficient to cover

9.6 CORRECTION OF WORK CONTINUED

- C. such amounts, the CONTRACTOR shall pay the difference to the OWNER, and the OWNER, may, upon seven (7) calendar days written notice, sell non-conforming 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.
- D. If the OWNER prefers to accept work which is not in accordance with the requirements of the Contract Documents, the OWNER may do so instead of requiring its removal and correction, in which case the Contract sum will be reduced as appropriate and payment amounts withheld accordingly.

9.7 PAYMENTS TO THE CONTRACTOR

- A. The OWNER will make progress payments to the CONTRACTOR on the terms and conditions stated in the Agreement and in accordance with Section 106-b of New York General Municipal Law. At least fifteen (15) days before submission of the first application by the CONTRACTOR for progress payment, the CONTRACTOR shall furnish to the OWNER a complete breakdown of all lump sum items bid for the Contract. This breakdown, modified where directed by the OWNER, will be used as a basis for preparing progress payments throughout the duration of the contract.
- B. Except as otherwise provided in the Paragraph 13 Material Delivered to Site, no payment will be made for materials or equipment not incorporated in the work or for bonds, mobilization, etc.
- C. No payment will be made for modification 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.

9.8 PAYMENTS WITHHELD

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

- 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 subcontractors 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. The OWNER incurring expense to correct deficiencies in the work pursuant to Paragraph 26.
- G. Acceptance of nonconforming work by the OWNER pursuant to Paragraph 25.

9.8 PAYMENTS WITHHELD CONTINUED

- H. 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.
- I. Any costs and expenses including without limitation additional testing, inspection and compensation for OWNER'S services and expenses, including CONSULTANT'S and OWNER'S engineering fees, in connection with correction of nonconforming work which fails to meet contract requirements.
- J. Failure to comply with other requirements of this contract.

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

9.9 TEMPORARY SUSPENSION OF WORK

The OWNER shall have the authority in its sole discretion to immediately stop the work wholly or in part by written order for such period as may be deemed necessary due to conditions the OWNER considers 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.

9.10 EXTRA WORK AND/OR 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 performed under the conditions of the original Contract and any applicable written change order. Upon receipt of direction from the OWNER to alter the work, the CONTRACTOR shall in writing notify the OWNER within seven (7) days 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 execution of a change order in writing by the CONTRACTOR and OWNER, and no oral modification or change order shall be valid between the parties.
- B. The CONTRACTOR shall promptly submit to the OWNER 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. To these costs, there shall be added a fixed fee to be agreed upon which shall not exceed fifteen percent (15%) of the cost of work. The fee shall be considered full and adequate compensation to cover the cost of supervision, overhead, bonds, profit, and any other general expenses. The CONTRACTOR shall promptly comply with all requests from the OWNER for additional supporting documentation for the CONTRACTOR'S proposal.

9.10 EXTRA WORKAND/OR CHANGES IN THE WORK CONTINUED

The OWNER 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 written or verbal receipt of the OWNER'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.

With respect to all additional work or modifications to be performed by the CONTRACTOR, the CONTRACTOR shall be obligated to diligently perform such work upon execution of an appropriate change order and to mitigate any and all costs associated with such work.

9.11 EMERGENCIES

In the event of any emergency endangering life or property, the OWNER 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 OWNER'S written direction in the form of a change order. 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 32 below. In directing or authorizing changes in the work in any emergency situation, the OWNER shall not be responsible for directing the CONTRACTOR'S methods and techniques necessary to implement such changes. Changes directed or authorized by the OWNER in an emergency situation shall not relieve the CONTRACTOR of his responsibility for safety. If the CONTRACTOR does not satisfactorily respond to the OWNER'S request to perform work necessary to avert or minimize an emergency situation, the OWNER retains the right to immediately perform such work and charge the CONTRACTOR for all additional expenses in performing such work. Such additional expenses shall be deducted from contract sum and withheld accordingly.

9.12 DIFFERING SITE CONDITIONS

- A. The CONTRACTOR shall immediately upon discovery, and before such conditions are disturbed, notify the OWNER in writing of:
 - a. Subsurface or latent physical conditions at the site differing materially from those indicated in this contract, the plans, specifications, boring reports and other data made available for inspection by the CONTRACTOR.
 - b. 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 the plans, specifications, borings and all other data made available to CONTRACTOR.
- B. The OWNER shall promptly investigate the conditions and, if 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 adjustment shall be made and the Contract modified in writing accordingly by the CONTRACTOR and OWNER.
- C. No claim by the CONTRACTOR under this clause shall be allowed unless the CONTRACTOR has given the notice required in (A) above.

9.12 DIFFERING SITE CONDITIONS

The CONTRACTOR shall continue to proceed with the work, unless otherwise directed by OWNER, pending the outcome of the OWNER'S investigation of the condition and the execution of any contract change order which may result there from.

9.13 CLAIMS FOR EXTRA COST

- A. If the CONTRACTOR claims that any work he has been ordered to do shall be considered extra work outside of the scope of the bid specifications, or that any action or omission of the OWNER is contrary to the terms and provisions of the contract documents, he shall, within seven (7) days after receipt of such orders or action or omission on the part of the OWNER, file a written statement with the OWNER stating the basis of his claim.
- B. In the event the OWNER recognizes CONTRACTOR'S claim for extra work outside the bid specifications, the OWNER shall execute an appropriate written change order.
- C. In the event further investigation is needed in order to determine CONTRACTOR'S claim for extra work, the CONTRACTOR, upon receipt of a written acknowledgement from the OWNER of a pending claim for extra costs, shall diligently proceed with the performance of the Contract and in accordance with all instructions of the OWNER.
- D. 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.
- E. The CONTRACTOR shall set up a separate cost record system, satisfactory to the OWNER, for substantiation and verification of all costs incurred in performing each claim of alleged extra work.

9.14 DELAYS AND EXTENSION OF TIME

- A. If the CONTRACTOR shall be delayed in the completion of his work by reason of unforeseen causes beyond his control and without his fault or negligence, including, but not restricted to acts of God, or the public enemy, floods, epidemics, quarantine, restrictions, strikes, riots, civil commotions, freight embargoes, priority regulations, or unusually severe weather, the period hereinafter specified for completion of his work shall be extended for such reasonable time as approved by the OWNER.
- B. No extensions of time shall be deemed a waiver by the OWNER of his right to terminate the CONTRACTOR for abandonment or delay by the CONTRACTOR as herein provided or relieve the CONTRACTOR from full responsibility for performance of his obligation hereunder.
- C. All claims for delay must be clearly communicated to the OWNER immediately upon realization by the CONTRACTOR that such a delay is necessary. The claim must then be submitted in writing to the Owner. No extensions will be granted if the CONTRACTOR did not adequately inform the OWNER of his intentions. No extension shall be made for claims for delay if not made within a fifteen (15) day period. In the case of a continuous cause for delay, only one claim is necessary.
- D. This article does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

9.15 DELAY DAMAGES

The CONTRACTOR agrees to make no claim for damages for delay in the performance of this contract, except that if the CONTRACTOR'S delay is caused by OWNER'S bad faith or willful, malicious or grossly negligent conduct, and such delay causes an increase in the cost of performance of the work, then the contract price shall be adjusted accordingly. The adjustment of 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.

9.16 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. No extension of time shall be given CONTRACTOR in the event the OWNER takes possession of partially completed premises in which completion has been delayed due to the CONTRACTOR not performing in accordance with the contract specifications and construction schedule.

9.17 GUARANTEE PERIOD

- A. The guarantee period shall commence upon the date specified in the final certificate and continue for a period of one year. The guarantee period shall have a value of five percent (5%) of the final Contract amount.
- B. Upon completion and acceptance of the work by the OWNER and CONSULTANT, the CONTRACTOR shall submit to the OWNER duplicate copies of a general guarantee for the entire work. The guarantee shall be unconditional and over all labor, material, and equipment furnished. All guarantees shall be written in a form satisfactory to the OWNER.
- C. The CONTRACTOR shall remedy any defective work appearing within one (1) year from the date of commencement of 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 seven (7) 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 for the work plus a ten percent (10%) administration fee. The CONTRACTOR shall bear the expense of correcting defects which shall include without limitation any additional testing, inspection and compensation for OWNER'S services and expenses which include CONSULTANTS and OWNER'S engineering fees made necessary thereby.

9.17 GUARANTEE PERIOD

- 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 the Agreement, less any charges for corrective work or damages for defective equipment, materials, and workmanship or those charges occasioned in correcting the same.

9.18 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 thirty (30) 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. 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 it in finishing the work and the damage incurred through the CONTRACTOR'S fault.

9.19 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 of all of his equipment and supplies from the property of the OWNER, failing which OWNER shall have the right to remove such equipment and supplies at the expense of the CONTRACTOR.

10. SITE CONDITIONS

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.

10.1 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.

10.2 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, Professional Engineer or other qualified party as approved by the OWNER, 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 OWNER 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 at his own expense. 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 OWNER.
- 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, Professional Engineer or other qualified party as approved by the OWNER shall furnish a certificate to the OWNER 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 OWNER. Any such measurements not made under the OWNER'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, Professional Engineer or other qualified party shall be furnished to the OWNER.
- E. The OWNER may check all or any portion of the work and the CONTRACTOR shall afford all necessary assistance to the OWNER in carrying out such checks. Any necessary corrections to the work shall be immediately made by the CONTRACTOR. Such checking by the OWNER shall not relieve the CONTRACTOR of any responsibility for the accuracy or completeness of his work.

10.3 SUPERINTENDENCE

The CONTRACTOR shall have present on the work site a competent Superintendent and any necessary assistants, all satisfactory to the OWNER. In no event shall work begin prior to OWNER'S approval of CONTRACTOR'S Superintendent. The Superintendent shall not be replaced without the consent of the OWNER, unless the Superintendent proves to be unsatisfactory to the CONTRACTOR and ceases to be in his employ or Superintendent proves to be unsatisfactory to the OWNER and OWNER directs CONTRACTOR to replace said Superintendent. The Superintendent shall represent the CONTRACTOR in his absence and all directions given to him, verbally or otherwise, shall be binding on the CONTRACTOR. The CONTRACTOR shall give efficient supervision to the work using his best skill and attention.

10.4 SAFETY AND PROTECTION

- A. The CONTRACTOR shall be solely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. The CONTRACTOR shall comply with Local Health and Safety Regulations and all applicable statutes and regulations of the State of New York and the Occupational Safety and Health Administration (OSHA) pertaining to work safety. 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.
- B. When working in the Right-Of-Way, the CONTRACTOR shall require all on-site employees or subcontractors, as a minimum, wear brightly colored outer-garments and/or safety vests and work boots. The safety clothing shall be worn at all times while performing work under the Agreement. Additional personal protection, such as safety glasses, earplugs and hard hats shall be worn as required.

10.5 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 OWNER 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 to 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 OWNER, 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.

10.6 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.

10.7 STORAGE AND HANDLING OF MATERIALS

- A. The CONTRACTOR shall store his equipment and materials at the job site in a manner which conforms to applicable statutes, ordinances, regulations and rulings or proper public authority and in a manner which conforms with any directives given by the OWNER. 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 respecting signs, fire, and smoking.
- B. 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.

10.8 PROTECTION OF WORK, MATERIALS AND EQUIPMENT

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 OWNER.

10.9 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.

10.10 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, 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.

10.10 PROTECTION OF PROPERTY CONTINUED

- 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.

10.11 CLEANING UP

The CONTRACTOR shall at all times keep the premises and site free from accumulations and waste materials or rubbish caused by his employees or work, or the employees or work of any of his subcontractors. 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, which shall be deducted from any monies owed to 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.

10.12 INSPECTION OF WORK

- A. The OWNER, 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 OWNER 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, OWNER'S instructions, ordinances, or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the OWNER timely notice of its readiness for inspection and if the inspection is by an authority other than the OWNER, of the date fixed for such inspection. If any work is covered without the approval or consent of the OWNER, the OWNER 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 OWNER 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 OWNER 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 as the CONTRACTOR remains responsible for ensuring that its work meets the requirements of the Contract Documents. If any work or materials shall be condemned by the OWNER as defective, or improperly done, such work shall be removed and replaced, or the defects otherwise remedied in a manner satisfactory to the OWNER, and consistent with the intent of the Contract. All costs and expenses in connection with the CONTRACTOR'S failure to meet contract requirements, including without limitation retesting costs, additional inspection costs, and compensation for OWNER'S and CONSULTANT'S engineering services will be the CONTRACTOR'S expense.

10.13 COMMUNICATION/RESPONSE SERVICE

Before any work is started, the Contractor shall supply the Owner with the telephone number(s) of a portable pager or telephone which shall be carried by the Contractor's supervisor and site superintendent(s) at all times. The Contractor shall respond to all communication attempts by the Owner within one (1) hour from the initial request. The Contractor shall investigate and correct any safety hazards or potential emergencies caused by his work immediately following notification by the Owner.

11. TECHNICAL SPECIFICATIONS

11.1 SECTION 01010 - SUMMARY OF WORK

PART 1 – GENERAL

1.01 SUMMARY

- A. The owner is: Jamestown Board of Public Utilities, PO Box 700, Jamestown, NY 14701
- B. The Owner referred to in the contract documents is:
Jamestown Board of Public Utilities 92 Steele Street Jamestown, New York 14701
- C. Section Includes:
 - 1. Project description.
 - 2. Contractor's use of the premises.
 - 3. Coordination requirements.
 - 4. Preconstruction meeting.

1.02 PROJECT DESCRIPTION

- A. The project consists of removing existing roofing systems and installing new single membrane roofing systems. The project includes re-roofing the following structures:

(1) HOPKINS AVE	approximately	503 square feet.
(2) FLUVANNA AVE	approximately	392 square feet.
(2) FAIRMOUNT AVE #1	approximately	605 square feet.
(2) FAIRMOUNT AVE #2	approximately	712 square feet.

1.03 DEFINITIONS

- A. Furnish: To supply products to the project site, including delivering ready for unloading and replacing damaged and rejected products.
- B. Install: To put products in place in the work ready for the intended use, including unloading, unpacking, handling, storing, assembling, installing, erecting, placing, applying, anchoring, working, finishing, curing, protecting, cleaning, and similar operations.
- C. Provide: To furnish and install products.
- D. Indicated: Shown, noted, scheduled, specified, or drawn, somewhere in the contract documents.

1.04 ACCESS TO THE SITE AND USE OF THE PREMISES

- A. The owner will continue to occupy the existing building during the construction period.
 - 1. The owner will endeavor to cooperate with the contractor's operations when the contractor has notified the owner in advance of need for changes in operations in order to accommodate construction operations.
 - 2. Conduct the work so as to cause the least interference with the owner's operations.
- B. Storage areas on site will be extremely limited; make other arrangements for storage.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. A preconstruction meeting will be held at a time and place designated by the Owner, for the purpose of identifying responsibilities of the owner's personnel and explanation of administrative procedures.
- B. The contractor shall also use this meeting for the following minimum agenda:
 - 1. Construction schedule.
 - 2. Use of areas of the site.
 - 3. Delivery and storage.
 - 4. Safety.
 - 5. Security.
 - 6. Cleaning up.
 - 7. Subcontractor procedures relating to:
 - a. Submittals.
 - b. Change orders.
 - c. Applications for payment.
 - d. Record documents.
- C. Attendees shall include:
 - 1. The owner.
 - 2. The contractor and its superintendent.
 - 3. Major subcontractors, suppliers, and fabricators.
 - 4. Others interested in the work.

3.02 COORDINATION WITH OCCUPANTS

- A. Occupied areas include all areas in which the owner's regular operations will be going on or to which the owner requires access during the construction period, whether conducted by the owner or his customers, clientele, or the public.
- B. Limit access through occupied areas to those days and times which the owner approves.

3.03 SECURITY PROCEDURES

- A. Limit access to the site to persons involved in the work.
- B. Provide secure storage for materials for which the owner has made payment and which are stored on site.
- C. Secure completed work as required to prevent loss.

3.04 COORDINATION

- A. If necessary, inform each party involved, in writing, of procedures required for coordination; include requirements for giving notice, submitting reports, and attending meetings.
 - 1. Inform the owner when coordination of his work is required.
- B. See other requirements in other portions of the contract documents.

END OF SECTION 01010

11.2 SECTION 02070 SELECTIVE DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Removal of existing roofing systems to include: built up roofing, insulation, blocking, nailers, fascia, coping and gravel stops.

1.02 PROJECT CONDITIONS

- A. Existing Conditions:
 - 1. After the project is begun, the contractor is responsible for the condition of structures.

PART 2 - PRODUCTS (NOT USED)

PART 3 – EXECUTION

3.01 EXAMINATION

- A. Survey existing conditions and correlate with drawings and specifications to determine extent of demolition required.
- B. Insofar as is practicable, arrange operations to reveal unknown or concealed structural conditions for examination and verification before removal or demolition.

3.02 PREPARATION

- A. Protection:
 - 1. Provide for the protection of persons passing around or through the area of demolition.
 - 2. Perform demolition so as to prevent damage to adjacent improvements and facilities to remain.
 - 3. Erect temporary protection such as walks, fences, railings, canopies, etc., where required by authorities having jurisdiction.
 - 4. Protect existing site appurtenances and landscaping to remain.
- B. Structural Support:
 - 1. Construct and maintain shoring, bracing, and supports as necessary to ensure the stability of structures.
- C. Damages: Without cost to the owner and without delay, repair any damages caused to facilities to remain.

3.03 POLLUTION CONTROLS

- A. Control as much as practicable the spread of dust and dirt.
- B. Observe environmental protection regulations.
- C. Do not allow water usage that results in freezing or flooding.
- D. Do not allow adjacent improvements to remain to become soiled by demolition operations.

3.04 DEMOLITION - GENERAL

- A. Remove: Unless items are otherwise indicated to be reinstalled or salvaged, remove and scrap.
- B. Remove and Salvage: Items indicated to be salvaged will remain the owner's property. Carefully remove and clean items indicated to be salvaged and deliver to the locations indicated by the owner.
- C. Remove and Scrap: Remove and dispose of items indicated.
 - 1. Items of value to the contractor:
 - a. Do not store removed items on site.
 - b. Provide containers at each site for demolition materials and debris.
 - c. Do not dump roofing demo materials on ground. (USE CONTAINERS)
- D. Existing to Remain: Construction or items indicated to remain shall be protected against damage during demolition operations. Where practicable, and with the Owner's permission, the contractor may elect to remove items to a suitable storage location during demolition and then properly clean and reinstall the items.
- E. Perform work in a systematic manner.
- F. Perform selective demolition using methods which are least likely to damage work to remain and which will provide proper surfaces for patching.
- G. Remove debris daily.
- H. Use any methods permitted by governing regulations and the requirements of the contract documents.

3.05 DISPOSAL OF DEMOLISHED MATERIALS

- A. Promptly dispose of materials resulting from demolition operations. Do not allow materials to accumulate on site.
- B. Transport materials resulting from demolition operations and legally dispose of off-site.
- C. Do not burn removed materials.
- D. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

3.06 CLEANING

- A. Remove tools and equipment. Dispose of scrap.
- B. Broom clean interior areas.
- C. Leave exterior areas free of debris.
- D. Clean soil, smudges, and dust from surfaces to remain.
- E. Return structures and surfaces to remain to condition existing prior to commencement of demolition.

END OF SECTION 02070

11.3 SECTION 06100 - ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Rough carpentry for:
 - a. Miscellaneous lumber for attachment and support of other work.
 - 2. Preservative treatment.
- B. Treated Wood: Treating plant's instructions for use, including storage, cutting, and finishing.
 - 1. Pressure preservative treatment: Treating plant's certification of compliance with specified standards and stating process employed and preservative retention values.
 - a. Treatment for above-ground use.

PART 2 - PRODUCTS

2.01 DIMENSION LUMBER

- A. Size: Provide nominal sizes indicated or as required, complying with NIST PS 20 except where actual sizes are specifically required.
- B. Miscellaneous Lumber: Provide dimension lumber and boards necessary for the support of work specified in other sections, whether or not specifically indicated, and including but not limited to blocking, nailers, etc.
 - 1. Moisture content: 19 percent maximum (S-dry).
 - 2. Lumber: S4S, No. 2 or standard grade.

2.02 MISCELLANEOUS MATERIALS

- A. Fasteners: Provide as required by applicable codes and as otherwise indicated.

2.03 WOOD TREATMENT BY PRESSURE PROCESS

- A. Aboveground Lumber: AWPB LP-2 (waterborne preservatives).
 - 1. Kiln dried after treatment to 19 percent maximum moisture content.
 - 2. Treat the following:
 - a. Wood in contact with roofing, flashing, or waterproofing.
 - b. Other members indicated.
- B. Fasteners for Preservative Treated Wood: Hot-dip galvanized steel (ASTM A153)

PART 3 - EXECUTION

3.01 INSTALLATION - GENERAL

- A. Arrange work to use full length pieces except where lengths would exceed commercially available lengths. Discard pieces with defects that would lower the required strength or appearance of the work.
- B. Cut and fit members accurately. Install plumb and true to line and level.
- C. Fasten carpentry in accordance with applicable codes and recognized standards.
- D. Where exposed, countersink nails and fill flush with suitable wood filler.

3.02 MISCELLANEOUS CARPENTRY

- A. Provide miscellaneous blocking, nailers, grounds, and framing as shown and as required for support of facing materials, fixtures, specialty items, and trim. Cut and shape to the required size. Provide in locations required by other work.
- B. Use countersunk fasteners appropriate to applied loading.

3.03 WOOD FURRING

- A. Install wood furring plumb and level; shim as necessary to bring true to plane; install closure strips at ends perpendicular to main furring direction.

END OF SECTION 06100

11.4 SECTION 07530 - SINGLE PLY MEMBRANE ROOFING

PART 1 - GENERAL

1.01 SUMMARY

- A. System Type: Ballasted.
- B. Section Includes:
 - 1. Substrate preparation.
 - 2. Insulation.
 - 3. Roof membrane.
 - 4. Base f lashings.
 - 5. Roof accessories.
 - 6. Ballast.
- C. Related Sections:
 - 1. Carpentry - wood blocking and nailers: Division 6.
 - 2. Flashing and sheet metal - weather protection to base f lashings: Elsewhere in Division 7.
 - 3. Roof drains, curbs for equipment: Division 15.

1.02 REFERENCES

- A. ASTM C 518-91 -- Standard Test Method for Steady-State Heat Flux Measurements and Thermal Transmission Properties by Means of the Heat Flow Meter Apparatus; 1991.
- B. ASTM B 448-86 -- Standard Classification for Sizes of Aggregate for Road and Bridge Construction; 1986.
- C. ASTM E 84-96a - - Standard Test Method for Surface Burning Characteristics of Building Materials; 1996.
- D. Roofing Materials and Systems Directory; Underwriters Laboratories Inc. (UL); 1994.
- E. FM P7825c -- Approval Guide, Building Materials 1996; Factory Mutual System; 1996.

1.03 SUBMITTALS

- A. Product Data: Submit technical product information and installation instructions as necessary to demonstrate products comply with project requirements.
- B. Shop Drawings: Submit roofing membrane layout drawings showing seam locations, specific roofing details illustrating relationships with adjacent construction, and flashing details at roof perimeter and roof penetrations.
 - 1. Submit installation diagrams and instructions for tapered insulation system.
- C. Samples:
 - 1. Roof membrane sheet: Submit 12-inch-square samples
 - 2. Aggregate ballast: Submit 3-pound samples.
 - 3. Insulation: Submit 12-inch-square samples.

1.04 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A company that has produced roofing materials and accessories of the type included in this section for at least 5 years.
- B. Installer Qualifications: A company approved or licensed by the roofing materials manufacturer and which has completed at least 5 previous installations of roofing material similar to the type included in this section.
- C. Installer Certification: Furnish to the Owner, before roofing contract award, written documentation that installer is manufacturer certified to install roofing systems of the type included in this section.
- D. Initial Roofing Meeting: Before start of construction, meet with roofing installer; the owner; and other parties concerned with roofing system performance.
 - 1. Examine contract documents and submittals, including manufacturer's installation instructions. Review coordination of related work, preliminary installation schedule, inspection and testing methods, and certifications.
- E. UL Listing: Provide roof system and associated materials which have been evaluated by Underwriters Laboratories Inc. (UL) and have been listed in the UL "Roofing Materials and Systems Directory" as acceptable for Class A external fire exposure.
 - 1. Roof covering material packaging shall have UL Classification marking.
- F. Factory Mutual System Classification: Provide roof system materials and roof system assembly which have been tested and are listed in Factory Mutual System's "Approval Guide" as acceptable for Class I roof deck construction.
 - 1. Roof material packaging shall have FM Classification marking.
 - 2. Provide roof system, including insulation and fasteners, rated by FM for Class I-60 wind uplift.

1.05 PROJECT CONDITIONS

- A. Begin roofing installation when weather conditions are within acceptable limits according to manufacturer's installation instructions.

1.06 PRODUCT HANDLING

- A. Deliver materials to project site in manufacturer's unopened sealed containers or unopened packages, with manufacturer's labels intact.
- B. Store materials in weather-protected environment, clear of ground and moisture.

1.07 WARRANTIES

- A. Project Installation Guarantee: Submit written agreement signed by the installer and the contractor, guaranteeing to correct failures in product and workmanship for a 2-year period from date of substantial completion, without reducing or otherwise limiting other rights to correction which the owner may have under the contract documents.
Guarantee shall cover work for this section, including:
 - 1. Roof membrane.
 - 2. Base flashings.
 - 3. Insulation.
 - 4. Roof accessories.

- B. Manufacturer's Product Warranty: Submit manufacturer's standard limited product warranty signed by the manufacturer's authorized official, guaranteeing to correct failures in product which may occur during the warranty period, without reducing or otherwise limiting any other rights to correction which the owner may have under the contract documents.

- 1. Warranty period: 10 years, starting from date of substantial completion.

PART 2 - PRODUCTS

2.01 MANUFACTURER - ROOF SYSTEM

- A. Provide one of the following:
 - 1. Carlisle Syn Tec Systems.
 - 2. Firestone Building Products Company.
 - 3. GenFlex Roofing System, Division of GenCorp Polymer Products.
 - 4. Substitutions: Not allowed.

2.02 SINGLE PLY ROOFING MEMBRANE

- A. Membrane Material: EPDM sheet, minimum 0.045 inch (45 mils) thick.
 - 1. Color: Manufacturer's standard black.
- B. Flashing:
 - 1. Cured EPDM, minimum 0.060 inch thick.

2.03 INSULATION SYSTEM

- A. System Requirements:
 - 1. Flame spread: 75 or less when tested in accordance with ASTM E 84.
- B. Tapered Insulation - System Requirements: Provide prefabricated tapered units and matching filler board units to provide drainage indicated.
 - 1. Minimum average "R-value" in accordance with ASTM C 518 after conditioning: 30 at 75 degrees F.
 - 2. Minimum slope: 1/4 inch per foot.
 - 3. Minimum thickness: 1-1/4 inches at low points.
- C. Roof Insulation: Provide Polyisocyanurate type and style of insulation which meets contract requirements and is approved by the membrane manufacturer for the indicated installation.

2.04 BALLAST (Not applicable for this bid)

- A. Aggregate:
 - 1. Smooth, washed gravel, clean, free of sharp edges, abrasive surfaces or other characteristics which would be potentially damaging to roofing membrane.
 - a. Gravel Size: No. 3 roofing stone
 - b. Acceptable suppliers: Buffalo Crushed Stone, Inc./Buffalo slag, Alfred Station, NY
 - 2. Ballast: Approved, in writing, by roofing system manufacturer with copy of approval transmittal to Owner.

3. Once approved, do not change source of ballast material without submitting samples, reports and obtaining approval as herein specified.
4. Authorized Roofing Contractor: Assume responsibility to monitor all deliveries for conformance with approved sample. Submit delivery tickets or true photocopies thereof showing weights delivered and applied, to Owner and roofing system manufacturer.

2.05 ACCESSORIES

- A. General: Provide installation accessories as required for complete roofing system and as recommended by membrane manufacturer, including but not necessarily limited to:
 1. Seam adhesive (splice cement)
 2. Seam sealant.
 3. Fasteners: Galvanized steel; plain or with factory-applied corrosion-resistant coating.
 4. Termination bars: Plastic, hard rubber, or corrosion-resistant metal.
 5. Prefabricated penetration and corner flashings: Use to greatest extent possible consistent with manufacturer's recommendations.
- B. Preformed Pipe Boot Flashings: Molded from same material as flexible flashings. Provide stainless steel band clamp for top edge.
- C. Pourable Sealer for "Pitch Pans": Elastomeric 1- or 2-component liquid rubber.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. Verify that deck is clean, dry and smooth.
- B. Verify that roof deck construction meets roof system manufacturer's minimum roof deck criteria for the roof system to be installed. Correct substrate surfaces which are unacceptable to the installer, and are not in accordance with manufacturer's installation instructions, before starting roofing application.
- C. Verify that roof openings, penetrations, roof edges, and interruptions are properly set or braced and ready to receive roof system.

3.02 PREPARATION

- A. Remove from roof deck dirt, construction debris, and other material which could prohibit proper roof membrane installation.
- B. Remove ridges and sharp projections. Fill depressions and cracks as recommended by roof system manufacturer.
- C. Install blocking, nailers, cants, reglets, and similar attachment devices as required.

3.03 INSULATION INSTALLATION

- A. General:
 1. Only install that quantity of insulation which can be covered with membrane within the work day or before start of unacceptable weather conditions.
 2. Butt units tightly together, trim to fit penetrations and interruptions, so that gaps between units and between insulation and adjacent construction do not exceed 1/4 inch.

3. Trim insulation or provide pre-shaped units at drains to provide positive slope for 24 inches around drain.

B. Tapered Insulation:

1. Install insulation in one or more layers with end joints staggered.

3.04 MEMBRANE INSTALLATION

A. General: Comply with membrane manufacturer's instructions for handling, laying, seaming, and securing membrane.

B. Thoroughly clean seam faces before joining. Use only clean rags and uncontaminated cleaning solutions. Change rags frequently to avoid contamination.

C. Adhere or fasten membrane at edges and penetrations using methods and materials recommended by membrane manufacturer.

D. Secure flashings at edges, interruptions, and penetrations. Splice to membrane and seal.

3.05 BALLAST (n/a)

A. Lay membrane protection sheet, if required, over membrane to receive ballast.

B. Spread aggregate ballast evenly over entire roof area at the rate of 10 pounds per square foot.

C. Lay ballast as roof membrane is installed. Do not leave large areas unballasted overnight.

END OF SECTION 07530

11.5 SECTION 07600 - FLASHING AND SHEET METAL

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Sheet metal flashing and trim.
 - 2. Flexible flashings.

1.02 SUBMITTALS

- A. Samples: Submit 6-inch-square samples of each type of metal and finish required.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Aluminum Sheet: ASTM B 209, Type 3003 H14.
- B. EPDM Flashing: Uncured EPDM sheet; minimum 60-mil thickness.
- C. Foam Backing For Flexible Flashings: Closed-cell foam rubber; polyethylene, neoprene, or similar soft, compatible material.

2.02 ACCESSORY MATERIALS

- A. Fasteners: Corrosion-resistant metal of same material as the material being fastened or other material recommended by sheet metal manufacturer. Match finish and color of exposed fastener heads to finish and color of sheet material being fastened.
- B. Joint Adhesive: Two-component noncorrosive epoxy adhesive, recommended by metal manufacturer for sealing of nonmoving joints.
- C. Bituminous Coating: Heavy bodied, sulfur-free, asphalt-based paint; FS TT-C-494.

2.03 FABRICATION - GENERAL

- A. Form sheet metal to match profiles indicated, substantially free from oil-canning, fish-mouths, and other defects.
- B. Comply with SMACNA "Architectural Sheet Metal Manual" for applications indicated.
- C. Provide for thermal expansion of exposed sheet metal work exceeding 15 feet running length.
 - 1. Flashing and trim: Provide movement joints at maximum spacing of 10 feet; no joints allowed within 2 feet of corner or intersection.
- D. Conceal fasteners and expansion provisions wherever possible.
 - 1. Exposed fasteners are not allowed on faces of sheet metal exposed to public view.

- E. Fabricate cleats and attachment devices from same material as sheet metal component being anchored or from compatible, noncorrosive metal recommended by sheet metal manufacturer.
 - 1. Gage: As recommended by SMACNA or metal manufacturer for application, but in no case less than gage of metal being secured.

2.04 SHEET METAL FABRICATIONS

- A. General: As a minimum, fabricate flashings using materials in the thickness listed for each flashing application.
- B. Miscellaneous Flashings:
 - 1. Ledge flashing:
 - a. Aluminum sheet: 20 B & S gage (0.0320 inch).

PART 3 - EXECUTION

3.01 PREPARATION

- A. Isolate dissimilar metals by means of a heavy bituminous coating, approved paint coating, adhered polyethylene sheet, or other means approved by the Owner.

3.02 INSTALLATION

- A. General: Except as indicated otherwise, comply with sheet metal manufacturer's installation instructions and recommendations in the SMACNA "Architectural Sheet Metal Manual."
- B. Flexible Flashing Installation:
 - 1. Take care during and after installation to avoid puncture or rupture of flexible flashing.

3.03 CLEANING AND PROTECTION

- A. Repair or replace work which is damaged or defaced, as directed by the Owner.
- B. Remove from sheet metal surfaces any debris or substances which will inhibit uniform weathering.
- C. Protect sheet metal work as recommended by the installer so that completed work will be clean, secured, and without damage at substantial completion.

END OF SECTION 07600

11.6 SECTION 07700 - ROOF SPECIALTIES AND ACCESSORIES

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Manufactured fascia/gravel stop system.
 - 2. Manufactured coping system.
 - 3. Roof membrane edge termination system.

1.02 PERFORMANCE REQUIREMENTS

1.03 SUBMITTALS

- A. Product Data.
- B. Shop Drawings.

1.04 QUALITY ASSURANCE

- A. Listing - Roof Perimeter Flashing System: Provide system listed in Factory Mutual System's "Approval Guide," classified for Zone 1 (I-60 windstorm resistance).

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Aluminum Extrusions: ASTM B 221; alloy and temper to suit structural requirements and finishes.
- B. Aluminum Sheet: ASTM B 209; alloy and temper to suit specified finishes.
- C. Galvanized Steel Sheet: ASTM A 526 or A 527, minimum G90 coating.
- D. Hot-Dip Galvanizing (fabricated products and hardware): ASTM A 123.
- E. Fasteners:
 - 1. For attachment of roof accessories to supporting structure: Hot-dip galvanized zinc plated or cadmium plated steel, or stainless steel.
- F. Isolation Coatings:
 - 1. Zinc molybdate alkyd primer: FS TT-P-645
 - 2. Bituminous coating: FS TT-C-494, Type II.

2.02 FINISHES

- A. Mill Finish: As fabricated, with welds cleaned and dressed and exposed welds ground smooth. Remove oil, grease, dirt, and weld spatter from finished units.

2.03 MANUFACTURED COPING SYSTEM

- A. Manufactured Coping System: Manufactured interlocking system consisting of anchor plate, splice plate/gutter, intermediate support clips, metal coping cap, and installation accessories. Systems employing exposed fasteners are not acceptable. Provide manufactured corner units, mitered and welded.
 - 1. Anchor plate: Formed 20 gage (0.040 inch) galvanized steel.
 - 2. Style: Sloped 1/2 inch in 12 inches from front to back.
 - 3. Coping cap: Formed from aluminum sheet, minimum 0.050 inch thick.
 - 4. Finish: Mill.

2.04 MANUFACTURED FACIA/GRAVEL STOP SYSTEM

- A. Manufacturer: Provide gravel stop/fascia system by the manufacturer of the coping system specified above.
- B. Fascia/Gravel Stop System: Manufactured, interlocking system consisting of water dam, snap-on fascia, concealed clips, expansion splice plates, fasteners and installation accessories, designed to engage and secure roof membrane edge flashing.
 - 1. Gravel stop/water dam: Formed from galvanized steel sheet, minimum 24 gage (0.028 inch)
 - 2. Fascia: Formed from sheet aluminum, minimum 0.040 inch thick (18 gage).
 - a. Finish: Mill.

2.05 ROOF MEMBRANE EDGE TERMINATION SYSTEM

- A. Roof Membrane Edge Termination System: Anchor bar, accessories, and fasteners designed to engage and secure roof membrane edge or base flashing and to provide channel for sealant where roof membrane terminates at a vertical surface.
 - 1. Anchor bar: Extruded aluminum, minimum 0.10 inch thick.
 - a. Style: Flat bar, minimum 1 inch wide.

PART 3 - EXECUTION

3.01 PREPARATION

- A. Coat contact surfaces of dissimilar metals with one or more coats of isolation coating.
 - 1. The following metals are not considered dissimilar:
 - aluminum, stainless steel, cadmium, and zinc.
- B. Apply one 15-mil dry film thickness coat of bituminous isolation coating to metal surfaces other than galvanized steel which will be in contact with cementitious materials.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions, except where more stringent requirements are shown or specified, and except where project conditions require extra precautions or provisions to ensure satisfactory performance of the work.

END OF SECTION 07700

11.7 SECTION 15425 - STORM WATER DRAINAGE SYSTEM

PART 1 - GENERAL

1.01 SUMMARY

- A. Section Includes:
 - 1. Storm water drains.
 - 2. All roof drains and drain piping shall be cleaned by Roofing contractor as part of this project.

1.02 SUBMITTALS

- A. Product Data: Submit for each product specified in this section.
- B. Manufacturer's Instructions:
 - 1. Submit for each product specified in this section.

PART 2 - PRODUCTS

2.01 STORM WATER DRAINS

- A. Specialties:
 - a. Cast iron with flashing clamp.
 - 1. Storm water drain type:
 - a. Type: Roof.
 - b. Shape: Round.
 - c. Body material:
 - 1. Cast iron.
 - d. Dome material:
 - 1. Cast iron
 - 2. Extension sleeve.
 - e. Drain inserts may be used if compatible with, and approved by, roofing material manufacturer. Inserts may not restrict the throat opening or impede the flow by more than 25 per cent. Dome grates shall be made of cast iron. Inserts shall be constructed such that the back-flow of water in the roof leader stand pipe will not back up under the roofing membrane.

PART 3 - EXECUTION

3.01 INSTALLATION

- A. General Piping Requirements:
 - 1. Install piping as indicated on the drawings. Avoid interferences with other work.
 - 2. Install fittings at all branch connections and changes in direction.
 - 3. Install piping bend-free and sag-free.

END OF SECTION 15425

11.8 CONSTRUCTION NOTES

1. Contractors are required to visit sites before submitting bids and verifying all existing conditions. Mandatory site visit will be **(INSERT DATE AND TIME)**
2. Contractor is responsible for complete roof tear off down to concrete deck. To include fascia, gravel stops, blocking and nailers.
3. All work shall be completed in accordance with NYS Building Code and all other applicable codes and ordinances.
4. Contractor(s) shall verify all dimensions prior to ordering or fabricating materials.
5. Existing roofing materials have been tested and do not contain asbestos.
6. Contractor shall install tapered insulation equivalent to R-30.
7. Furnish and install EPDM ballasted rubber roof system.
8. All stainless steel scrap is to be saved and hauled to a location determined by the Owner.
9. Contractor(s) is responsible for raising any curb boxes, roof penetrations, and/or sky lights necessary to maintain 8 inches minimum above roofing or minimum required by roofing system supplier, whichever is greater.
10. All roof drains and roof leaders shall be unplugged and cleaned.
11. All roofing debris shall be removed from site daily or stored in a dumpster. No debris shall be stored on the ground at anytime.
12. New fascia and coping are to be aluminum as specified.
13. Contractor shall pay for all labor and materials required to disconnect and re-connect fans, blowers, and/or roof top units, while adjusting curb boxes.
14. Re-point brickwork where required for attachment of roofing materials.

APPENDIX A: CHAUTAUQUA COUNTY PREVAILING WAGE SCHEDULE

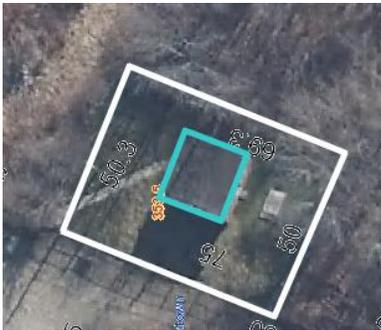
INSERT PRC INFORMATION HERE

ATTACHMENT A
BD-09-18

Roof Details:

Fluvanna Road

Size: 20ft x 19ft
Height: 12ft
Roof Area: 392 sq-ft



Hopkins Road

may
Size: 24ft x 22ft
Height: 13.5ft
Roof Area: 503 sq-ft



Boat Landing: Generator #1

Size: 30ftx20ft
Height: 11.5ft
Roof Area:605 sq-ft

Boat Landing: Pump #2

Size: 26ft x 29ft
Height: 11.5ft
Roof Area: 712 sq-ft



ATTACHMENT B
BD-09-18

SITE VISIT CERTIFICATION

It is required that the bidders perform an on-site inspection of the construction site prior to submission of this Proposal. The Bidder shall have James Butler from the BPU, sign and date this form upon the bidder completing its pre-bid inspection and walk down on **May 14, 2015** at 10am. Directions to the project site can be acquired from James Butler and info for BPU Technical Lead: (716) 661- 1621 or e-mail to: jbutler@jamestownbpu.com.

Bidder's Name _____

Bidder's Representative _____

BPU Representative _____

Date of Inspection _____