



# CONTRACT DATA SHEET

Monroe County Division of Purchasing  
200 County Office Building, Rochester NY 14614

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**TITLE:** Roofing Preventative Maintenance/Repair  
& Replacement

**CONTRACT #:** BP0606-08

**CONTRACT DATES:** 08/01/08 - 07/31/10

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# GENERAL CONDITIONS OF THE CONTRACT

## GENERAL

### 1. INTRODUCTION

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

### 2. DEFINITIONS

- a. The Contract Documents consist of the Notice to Bidders, Instructions to Bidders, Proposal, Bid Guaranty, Agreement, Performance and Labor and Material Bonds, the General Conditions, the Special Conditions, the Drawings and Specifications, including all modifications thereof incorporated in the Documents before their execution; these form the Contract.
- b. The OWNER, the CONTRACTOR and the CONSULTANT are those mentioned as such in the Agreement. They are treated throughout the Contract Documents as if each were of singular number and masculine gender.
- c. A "subcontractor" is any company or individual who contracts with a prime contractor, or higher level subcontractor, to perform a portion of the "work", whether such "work" is performed on the OWNER's construction site, or at an off-site facility. Such "work" includes repair of equipment as called for in the contract documents.
- d. A "supplier" is any company or individual who provides materials or equipment, including that fabricated to a special design, to a contractor or subcontractor, but who does not perform labor at the site.
- e. The term "work" shall be understood to mean the furnishing of all labor, materials, equipment, and other incidentals necessary or convenient to the successful completion of the project and the carrying out of all the duties and obligations imposed by the contract.
- f. The term "Force Account" shall be understood to mean extra work ordered where agreed prices cannot be readily established or substantiated and shall be valued by the Actual Cost Method of Article IV of the agreement.
- g. The project shall be considered "Complete" when the OWNER determines that all work is complete (including all punch list items), and the CONTRACTOR has submitted the record drawings, O & M manuals, release of liens and any other documents/materials required to be submitted in other provisions of the Contract Documents.
- h. The "CONSULTANT's certification" is the CONSULTANT's written certification to the OWNER, including the date for the start of the guarantee period.
- i. Final Payment - The final payment shall be made upon the expiration of the guarantee period, or upon the completion of any work to be performed during the guarantee period, whichever time is later.

3. INTENT OF DOCUMENTS AND INSTRUCTIONS

- a. The Specifications, Drawings and any instructions as set forth herein are complementary, are intended to provide for, and include everything necessary for, the proper and orderly execution and completion of the work. Any work shown on the Drawings for which there are no particular specifications, or the omission from both Drawings and Specifications of express reference to any work which obviously was intended under the Contract, shall not excuse or relieve the CONTRACTOR or subcontractor from furnishing the same. Work or materials described in words which have a generally accepted technical or trade meaning, shall be interpreted by such customary and recognized standard meaning.
- b. Wherever the words "directed", "required", "permitted", "ordered", "designated", "prescribed", or words of like import are used in the Specifications or on the Drawings, it shall be understood that the direction, requirement, permission, order, designation, and prescription of the CONSULTANT is intended. Similarly, the words "approved", "acceptable", "satisfactory", and words of like import shall mean approved by, acceptable to, and satisfactory to the CONSULTANT, unless otherwise expressly stated.
- c. Written notice shall be deemed to have been given if delivered in person to the individual or to a member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at or sent by first-class mail, overnight delivery, or facsimile to the last known business address.
- d. All time limits stated in the Contract Documents are of the essence.
- e. The laws of the State of New York, without regard to its conflicts of laws provisions, shall govern this Contract.

4. MODIFICATIONS

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

5. CONTRACT DRAWINGS AND SPECIFICATIONS

- a. The CONTRACTOR will be furnished without charge, three sets of Contract Drawings, all on paper, and three sets of Specifications. Any additional sets of Drawings and Specifications which the CONTRACTOR may require, will be furnished at cost of reproduction and handling.
- b. All deviations from the Drawings and Specifications proposed by the CONTRACTOR for any reason whatsoever, whether prior to or during construction, shall be by written request to the CONSULTANT. Such requests shall be accompanied by complete drawings, details, and specifications covering the proposed work, all prepared under the supervision of a Professional Engineer or Architect licensed by the State of New York and subject to the approval of the CONSULTANT at the expense of the CONTRACTOR.

6. ERRORS AND OMISSIONS

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

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

7. CONFLICTS AND DISCREPANCIES (ORDER OF PRECEDENCE)

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

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

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

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

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

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

In no case shall the CONTRACTOR proceed with the Work in uncertainty. Any Work done by the CONTRACTOR after the discovery of any conflict or discrepancy, until authorized, will be at the CONTRACTOR'S risk and responsibility. The Work is to be made complete and to the satisfaction of

the CONSULTANT not withstanding any conflict or discrepancy in the specifications or on the drawings.

8. INDUSTRY STANDARDS, CODES AND SPECIFICATIONS

- a. Wherever reference is made to any published standards, codes, or standard specifications, it shall mean the latest standard code, specification or tentative specification of the technical society, organization or body referred to, which is in effect at the date of invitation for bids. Where specified articles, sections, paragraphs or other subdivisions of the referenced publications are not stated, the referenced publication shall apply in full. Where a date is indicated for a standard, code, or standard specification, the latest or most recent revision in effect at the date of invitation to bids shall apply.
- b. The following is a partial list of typical abbreviations which may be used in the Specifications and the organizations to which they refer:
  - AASHTO American Association of State Highway  
and Transportation Officials
  - ACI American Concrete Institute
  - AGA American Gas Association
  - AIA American Institute of Architects
  - AISC American Institute of Steel Construction
  - ANSI American National Standards Institute
  - API American Petroleum Institute
  - ASTM American Society for Testing and Materials
  - AWS American Welding Society
  - AWWA American Water Works Association
  - Fed. Spec. Federal Specifications
  - NEC National Electric Code
  - NEMA National Electrical Manufacturers Association
  - OSHA Occupational Safety and Health Administration
- c. The CONTRACTOR shall, when required, furnish evidence satisfactory to the CONSULTANT that materials and methods are in accordance with such standards where so specified. Such Standards, Codes, and Specifications shall be construed to be the minimum requirements of the Contract Documents.

9. RECORD DRAWINGS

- a. The CONTRACTOR will be provided one (1) set of construction drawings by the OWNER in the addition to those provided under Paragraph 5 of these General Conditions for the sole purpose of recording as-built conditions.
- b. The CONTRACTOR shall perform all survey work required for the location and construction of the work and to record information necessary for completion of the record drawings. Record drawings shall show the actual location of the constructed facilities in the same manner as was shown on the bid drawings. All elevations and dimensions shown on the drawings shall be verified or corrected so as to provide a complete and accurate record of the facilities as constructed.
- c. It shall be the responsibility of the CONTRACTOR to mark each sheet of the non-reproducible drawings in red pencil and record thereon in a legible manner, heretofore known as <red line drawings, any and all approved field changes and conditions as they occur. A complete file of approved field sketches, diagrams, and other approved changes shall also be maintained and attached to the red line set of contract drawings. The red line drawings shall be reviewed by the CONSULTANT for accuracy as often as deemed necessary by the

CONSULTANT. Errors or omissions that are identified shall be promptly corrected. The CONSULTANT may withhold the monthly progress payment request until the red line drawings have been updated by the CONTRACTOR. At the completion of the work, each sheet of the red line drawings, plus all approved field sketches and diagrams shall be certified by the CONTRACTOR(s) Project Manager as reflecting the as built conditions of the work. The CONTRACTOR shall thereafter submit to the CONSULTANT the original red line drawings, referenced in paragraph a. above, for approval prior to release of any retainage and establishing the value of the work.

- d. The CONSULTANT shall then record all approved field changes and conditions on the reproducible record drawings. Each sheet shall be signed by the CONSULTANT and certified reflecting "as-built" conditions by a licensed engineer, architect, landscape architect, or surveyor, as appropriate, employed by the CONSULTANT.

## **ADMINISTRATIVE PROVISIONS**

### 10. SURETY BONDS

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

### 11. INSURANCE

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

### 12. ROYALTIES AND PATENTS

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

### 13. PERMITS, LAWS, TAXES

- a. The CONTRACTOR shall comply with all Federal, State and Local laws, regulations and ordinances affecting the work, and shall give proper public authorities all requisite notice in connection with the work, and, at his own expense, shall obtain and pay for all necessary licenses, permits, etc. except as specified in the Special Conditions. The CONTRACTOR shall be solely responsible for any damage resulting from his neglect to obey all laws, regulations, rules and ordinances. In the event he performs any work called for by the Specifications or Drawings, knowing it to be contrary to such laws, regulations, rules and ordinances, and without notifying the CONSULTANT, in writing, and obtaining written consent to proceed, he shall bear all costs and damages arising therefrom.

- b. The CONTRACTOR shall pay all non-exempt taxes applicable to the work and materials supplied under this Contract, it being understood that in no case shall any such tax be borne by the OWNER.
- c. The CONTRACTOR shall comply with the Department of Labor safety and health regulations for construction promulgated under the Occupational Safety and Health Act of 1970 and under Section 107 of the Contract Work Hours and Safety Standards Act. Nothing in the Act shall be construed to supersede or in any manner affect any worker's compensation law or to enlarge or diminish or effect in any manner the common law or statutory rights, duties, or liabilities of employers and employees under any law with respect to injuries, diseases, or death of employees arising out of, or in the course of, employment.
- d. The CONTRACTOR and its subcontractors shall comply with the requirements of Article 8 of the New York State Labor Law. They will be obligated to pay the applicable prevailing wage rates and supplements, including any increases or additions which may become applicable during the term of the contract, to all laborers, workers and mechanics. Instructions on where to obtain current information and wage rates are included in the Wage Rate Note following the Special Conditions.

14. WAGE RATES

Pursuant to the provisions of Section 220 of the New York State Labor Law, as amended, the CONTRACTOR and its subcontractors will be obligated to pay to all laborers, workers and mechanics the applicable prevailing wage rates and supplements. The CONTRACTOR shall, at its sole expense, be responsible to pay any increased wage rates or additional supplements which may become applicable during the term of the Contract.

15. PAYROLL RECORDS

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

16. ASSIGNMENT

Neither party to the Contract shall assign the Contract or subcontract it as a whole without the written consent of the other, nor shall the CONTRACTOR assign any monies due to him hereunder, without the prior written consent of the OWNER.

17. TRANSFER OF TITLE OF MATERIAL DELIVERED TO SITE

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

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

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

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

19. PURCHASE OF MATERIALS BY THE CONTRACTOR AND SUBCONTRACTOR

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

20. LIENS

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

**PROSECUTION AND PROGRESS**

21. PRECONSTRUCTION CONFERENCE

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

22. ON-SITE JOB MEETINGS

On-site job meetings will be held during the performance of the work of this Contract. Supervisory

personnel representing the CONTRACTOR and major subcontractors that are deemed necessary at the time must attend. Meetings shall be held bi-weekly.

23. CONSTRUCTION SCHEDULE

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

24. SUBCONTRACTS

- a. Before awarding any first tier subcontracts, the CONTRACTOR shall notify the CONSULTANT in writing of the names of proposed subcontractors, noting associated work, and shall not employ any to whom the CONSULTANT or 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 persons directly employed by him.
- c. Nothing contained in the Contract Documents shall create any contractual relationship between any subcontractor and the OWNER.

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

- a. The OWNER reserves the right to let other contracts in connection with this work, even of like character to the work under this contract. The Owner also reserves the right to perform additional work related to the project by its own forces, or have additional work performed by utilities. The CONTRACTOR shall cooperate to the fullest extent to prevent delays and increased costs in the overall project. He shall familiarize himself with the work of others whose work affects or ties in with his own, and he shall be fully responsible for the finished result of his own work. The CONTRACTOR shall afford other contractors adequate opportunity for the introduction and storage of their materials, and the execution of their work, and shall promptly connect and coordinate his work with theirs.

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

26. PAYMENTS TO THE CONTRACTOR

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

27. PAYMENTS WITHHELD

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

- a. Defective work not remedied.
- b. Claims filed or reasonable evidence indicating probable filing of claims.
- c. Failure of the CONTRACTOR to make payments properly to sub-contractors or for material or labor.
- d. A reasonable doubt that the Contract can be completed for the balance then unpaid.
- e. Damage to another contractor.
- f. Failure to comply with provisions of the Contract Documents relating to the receipt of State and/or Federal aid for the project, and after receiving written notification from the OWNER that said compliance is necessary.
- g. Failure to comply with other requirements of this contract.

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

them.

28. TEMPORARY SUSPENSION OF WORK

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

29. CHANGES IN THE WORK

- a. The OWNER may order extra work or make changes altering, adding to or deducting from the work without invalidating the Contract. All such additional or changed work shall be executed under the conditions of the original Contract. Upon receipt of direction from the OWNER to alter the work, the CONTRACTOR shall notify the OWNER in the event the CONTRACTOR intends to make a claim for extension of time or additional costs to perform such revised or additional work. The CONTRACTOR shall proceed with the altered or additional work upon receipt of the OWNER's direction.
- b. The CONTRACTOR shall promptly submit to the CONSULTANT a proposal for performing the changed work including a detailed price breakdown itemizing all major items of cost, quantity or number of units, material and labor unit prices. The CONTRACTOR shall promptly comply with all requests from the CONSULTANT for additional supporting documentation for the CONTRACTOR'S PROPOSAL. The value of the changed work to be included in the written contract change order shall be determined in accordance with Article IV of the Agreement.
- c. The CONSULTANT shall have the authority to make minor changes in the work not involving extra costs and not inconsistent with the purposes of the Project. The CONTRACTOR shall proceed with such changed work upon receipt of the CONSULTANT's direction. In the event the CONTRACTOR claims that any such work is extra work or is contrary to the terms and conditions of the Contract Documents, the CONTRACTOR shall make a claim for extra costs in accordance with Paragraph 33 below.
- d. With respect to all additional work or modifications to be performed by the CONTRACTOR, the CONTRACTOR shall be obligated to diligently perform such work and to mitigate any and all costs associated with such work.

30. VALUE ENGINEERING

a. Purpose and Scope.

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

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

b. Submittal of Proposals.

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

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

c. Conditions

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

- (1) The CONTRACTOR is cautioned not to base any bid prices on the anticipated approval of a value engineering proposal and to recognize that such proposal may be rejected, and that the CONTRACTOR will be required to complete the Contract in accordance with the plans and specifications at the prices bid.
- (2) All proposals, whether or not approved by the OWNER for use in this Contract, apply only to the Contract referenced in the proposal and become the property of the OWNER, and shall contain no restrictions imposed by the CONTRACTOR on their use or disclosure. The OWNER shall have the right to use, duplicate and disclose in whole or part, any data necessary for the utilization of the proposal. The OWNER retains the right to utilize any proposal or part thereof on any other or subsequent project without any obligation to the CONTRACTOR submitting the same.
- (3) If the OWNER already has under consideration certain revisions to the Contract, or has approved certain changes in specifications or standards for general use which

are subsequently incorporated in a value engineering proposal submitted by the CONTRACTOR, the OWNER shall reject the CONTRACTOR's proposal and proceed with such revisions if it so desires, without any obligation to the CONTRACTOR.

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

d. Payment

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

- (1) The changes will be incorporated into the Contract through changes in the quantities of unit bid items and new agreed price items or by force account, as appropriate, in accordance with the General Conditions and Specifications.
- (2) The cost of the revised work as determined from the aforementioned changes in quantities, and new or force account items will be paid directly. In addition to such payment, the OWNER will pay to the Contractor, through a separate item, 50 percent of the agreed savings to the OWNER as reflected by the difference between the above payment to the Contractor and the cost of the related construction required by the original Contract plans and specifications computed at Contract bid prices.

- (3) The CONTRACTOR's costs for development, design and implementation of the value engineering proposal are not eligible for reimbursement.
- (4) The CONTRACTOR may submit value engineering proposals for an approved subcontractor, provided that reimbursement is made by the OWNER to the CONTRACTOR and that the terms of the passthrough to the subcontractor are satisfactorily negotiated and accepted before the proposal is submitted to the OWNER. Subcontractors may not submit a proposal except through the prime CONTRACTOR.

31. EMERGENCIES

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

32. DIFFERING SITE CONDITIONS

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

33. CLAIMS FOR EXTRA COST

- a. If the CONTRACTOR claims that any work he has been ordered to do shall be considered extra work, or that any action or omission of the OWNER or the CONSULTANT is contrary to the terms and provisions of the Contract Documents, he shall, within five (5) calendar days after receipt of such orders or action or omission on the part of the OWNER or the

CONSULTANT, file a written statement with the CONSULTANT stating the basis of his claim.

- b. All written claims for extra costs will be forwarded to the OWNER by the CONSULTANT. Upon receipt by the CONTRACTOR of an acknowledgement from the CONSULTANT of a pending claim for extra costs, the CONTRACTOR shall diligently proceed with the performance of the Contract and in accordance with all instructions of the CONSULTANT.
- c. Except in an emergency endangering life or property, the CONTRACTOR shall not proceed with any alleged extra work until the above noted acknowledgement of his claim is received.
- d. The CONTRACTOR shall set up a separate cost record system, satisfactory to the OWNER and the CONSULTANT, for substantiation and verification of all costs incurred in performing each claim of alleged extra work.
- e. In an effort to resolve any conflicts that arise during the construction of the project or following the completion of the project, the OWNER and the CONTRACTOR agree that all unresolved disputes between them arising out of or relating to this contract shall first be submitted to non-binding mediation unless the parties mutually agree otherwise.

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

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

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

34. DEDUCTIONS FOR UNCORRECTED WORK

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

35. DELAYS AND EXTENSION OF TIME

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

36. DELAY DAMAGES

The CONTRACTOR agrees to make no claim for damages for delay in the performance of this contract, except that if the CONTRACTOR is delayed by an act of the OWNER, or by the OWNER'S

failure to act, and such delay causes an increase in the cost of performance of the work, then the contract price shall be adjusted accordingly. The adjustment in price shall include only those costs directly attributable to the delay and shall be limited to:

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

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

37. TIMELY PROGRESSION OF THE WORK

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

38. 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.

39. GUARANTEE PERIOD

- a. The guarantee period shall commence upon the date the project is considered Complete by the OWNER (said date will be specified in the CONSULTANT's certification) and continue for a period of two (2) years unless stipulated otherwise in the Special Conditions. In the event that the OWNER gives approval to allow any work to be completed after the project completion date, the guarantee period for said work shall not begin until after it has been completed and accepted by the OWNER. The guarantee shall have the value of two (2) percent of the final Agreement amount during the guarantee period.
- b. Upon completion and acceptance of the work by the OWNER and CONSULTANT, the CONTRACTOR shall submit to the OWNER a general guarantee for the entire work. The guarantee shall be unconditional and cover all labor, material and equipment furnished. All guarantees shall be written in a form satisfactory to the OWNER.
- c. The CONTRACTOR shall remedy any defective work appearing within the guarantee period and shall pay for damages caused by such defective equipment, work or materials or occasioned in correcting the same.

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

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

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

41. REMOVAL OF EQUIPMENT AND SUPPLIES

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

MATERIAL AND WORK REQUIREMENTS

42. MATERIALS AND WORKMANSHIP

- a. Unless otherwise specifically stipulated in the Specifications, all workmanship shall be of the best quality, and all equipment, materials and articles incorporated in the work shall be new and of the best grade of their respective kinds for the purpose. The CONTRACTOR shall, if

required, furnish evidence as to the kind and quality of materials.

- b. Should any dispute arise as to the quality or fitness of workmanship, equipment, materials, or articles, the decision shall rest with the CONSULTANT and shall be based upon the requirements of this Contract.

43. SHOP DRAWINGS

- a. Within ten (10) days after the Notice to Proceed, the Contractor shall submit to the CONSULTANT for approval a schedule of shop drawing submissions. The CONSULTANT shall be notified immediately of changes in the schedule. Any changes in the shop drawing submission schedule will be presented to the CONSULTANT for approval. Shop drawings shall be submitted in accordance with the approved schedule of shop drawing submissions and any approved changes thereto.
- b. The CONTRACTOR shall submit for the approval of the CONSULTANT shop drawings for all fabricated work and for all manufactured items required to be furnished in the Contract. Shop drawings shall be submitted in sufficient time to allow at least two work days for the examination of each drawing in a set of shop drawings or ten work days minimum per set. A set of shop drawings shall be considered to be all drawings submitted by the CONTRACTOR on any calendar day. If the shop drawings are detained for examination for a period longer than stated above, such detention will be taken into account when considering application by the CONTRACTOR for an extension of time for the completion of the Contract. All shop drawings shall be time and date stamped as they are received and recorded in a log at the office of the CONSULTANT.
- c. CONSULTANT's approval of the CONTRACTOR's drawings shall be considered as a gratuitous service, given as assistance to the CONTRACTOR in interpreting the requirements of the Contract, and in no way shall it relieve the CONTRACTOR of any responsibilities under the Contract. Any fabrication, erection, setting or other work done in advance of the receipt of shop drawings or other work done in advance of the receipt of shop drawings returned by the CONSULTANT and noted as "Approved" or "Approved as Noted", shall be entirely at the CONTRACTOR's risk. The CONSULTANT's review will be confined to general arrangement and compliance with the Contract Drawings and Specifications only, and will not be for the purpose of checking dimensions, weights, clearances, fitting, tolerances, interferences, coordination of trades, etc.
- d. Shop drawings shall be furnished to the CONSULTANT for use in accordance with the following sequence of operation:
  - (1) Initially two (2) copies shall be submitted to the CONSULTANT for review. After review, one (1) copy will be returned to the CONTRACTOR.
  - (2) When shop drawings are returned for correction, they shall be corrected and resubmitted for approval as described above, and such procedure will not be considered as grounds for delay in completing the work.
  - (3) When approved, three (3) additional copies of the approved shop drawings shall be immediately submitted to the CONSULTANT. All copies of approved shop drawings will be identified by the CONSULTANT as having received such approval by being so stamped and dated. Failure of the CONTRACTOR to supply the required number of approved shop drawings for field use can constitute reason to reject work or material at the job site.
- e. Shop drawings submitted by subcontractors shall be sent directly to the CONTRACTOR for preliminary checking. The CONTRACTOR shall be responsible for their submission to the CONSULTANT at the proper time so as to prevent delays in delivery of materials.

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

44. SAMPLES

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

45. GENERAL ARRANGEMENT

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

46. STANDARD PRODUCTS

All materials, equipment and accessories shall be new and unused and shall be essentially the standard product of a manufacturer regularly engaged in the production of such material or equipment, and shall essentially duplicate material or equipment that has been in satisfactory operation at least five (5) years. Equipment and materials which do not satisfy the above requirements may be considered if the manufacturer or supplier provides an approved bond or cash deposit which will guarantee replacement during the first five (5) year period in the event of failure.

The OWNER reserves the right to reject any material or equipment manufacturer who, although he meets the above requirements, does not provide satisfactory evidence indicating adequate and prompt post-installation repair and maintenance service, as required to suit the operational requirements of the OWNER. Items of any one type of materials or equipment shall be the product of a single manufacturer.

47. CERTIFICATES

All materials or equipment delivered to the site shall be accompanied by certificates, signed by an authorized officer of the manufacturing company, guaranteeing that the materials or equipment conform to Specification requirements. Such certificates shall be immediately turned over to the CONSULTANT. Materials or equipment delivered to the site without such certificates will be subject to rejection.

48. CERTIFICATE OF INSPECTION FOR ELECTRICAL WORK

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

49. TESTS

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

50. NAMEPLATES

Each unit of equipment shall have the manufacturer's name or trademark on a corrosion-resistant nameplate securely affixed in a conspicuous place. The manufacturer's name or trademark may be cast integrally with stamp, or otherwise permanently marked upon the item of equipment. Such other information as the manufacturer may consider necessary to complete identification shall be shown on the nameplate.

51. EQUIVALENTS AND SUBSTITUTIONS

- a. Whenever a particular brand or make of material, equipment or other item is specified or is indicated in the contract documents, any other brand or make which, in the opinion of the CONSULTANT, is equivalent in quality, value, performance and suitability to that specified or indicated may be offered except where specifically stated otherwise.
- b. A particular brand or make of material, equipment or other item which is not equivalent in quality, value, performance and suitability may be considered as a substitute if it is determined by the CONSULTANT to be in the best interest of the OWNER.
- c. The CONTRACTOR shall submit complete descriptive literature and performance data together with samples of the materials where feasible for each proposed equivalent or substitution. No equivalent in quality, value, performance and suitability or substitution items shall be used in the work without prior written approval of the CONSULTANT.

- d. In all cases the CONSULTANT shall be the sole judge as to whether a proposed equivalent or substitution is to be approved and the CONTRACTOR shall have the burden of proving the same, at his own cost and expense, to the satisfaction of the CONSULTANT. The CONTRACTOR shall abide by the CONSULTANT's decision when proposed equivalent or substitution items are judged to be unacceptable and shall in such instances furnish the item specified or indicated. The CONTRACTOR shall have and make no claim for an extension of time or for damages by reason of the time taken by the CONSULTANT in considering an equivalent or substitution proposed by the CONTRACTOR or by reason of the failure of the CONSULTANT to approve an equivalent or substitution proposed by the CONTRACTOR.
- e. Where the approval of an equivalent or substitution requires revision or redesign of any part of the work covered by this Contract, all such revision and redesign, and all new Drawings and details required therefore, shall be subject to the approval of the CONSULTANT and shall be provided by the CONTRACTOR at his own cost and expense. Any changes in construction work arising out of such revisions and redesign shall be performed and paid for by the CONTRACTOR. Any savings realized by the CONTRACTOR as a result of the approved substitution, including any savings in installation costs or related construction costs, shall be shared equally between the OWNER and the CONTRACTOR.

52. STRUCTURAL DESIGN

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

53. ADDITIONAL ENGINEERING SERVICES

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

54. DIMENSIONS

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

55. OPERATIONS AND MAINTENANCE MANUAL/SPARE PARTS DATA

At a reasonable time before the OWNER takes beneficial occupancy of the work, the CONTRACTOR

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

## **SITE CONDITIONS**

### 56. SITE INVESTIGATION

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

### 57. 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.

### 58. BORINGS AND SUB-SURFACE DATA

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

### 59. SURVEY AND LAYOUT

- a. All survey work for construction purposes shall be made by the CONTRACTOR at his expense. The CONTRACTOR shall provide a Licensed Surveyor or Professional Engineer as Chief of Party, competently qualified workers, all necessary instruments, stakes and other material to perform the work. Any error, apparent discrepancy or absence of data required for accurately accomplishing the stake-out survey shall be referred immediately to the CONSULTANT for interpretation or correction. All surveys shall be closed to known monumentation and datum.
- b. The CONTRACTOR shall be responsible for the accuracy of his work and shall maintain all reference points, stakes, etc., throughout the life of the Contract. Damaged, destroyed, or inaccessible reference points, bench marks or stakes shall be replaced by the

CONTRACTOR. Existing or new control points that are destroyed during construction shall be re-established and all reference ties recorded therefore shall be furnished to the CONSULTANT.

- c. All computations necessary to establish the exact position of the work shall be made and preserved by the CONTRACTOR. At completion of the work the Licensed Surveyor or Professional Engineer shall furnish a certificate to the CONSULTANT that the final layout is in conformance with the plans.
- d. Under this Section, the CONTRACTOR shall perform all measurements for payment purposes under the immediate and direct observation of the CONSULTANT. Any such measurements not made under the CONSULTANT's supervision or not in accordance with his directions will not be acceptable. One set of all field notes, together with reductions, and certified by the Licensed Surveyor or a Professional Engineer shall be furnished to the CONSULTANT.
- e. The CONSULTANT may check all or any portion of the work and the CONTRACTOR shall afford all necessary assistance to the CONSULTANT in carrying out such checks. Any necessary corrections to the work shall be immediately made by the CONTRACTOR. Such checking by the CONSULTANT shall not relieve the CONTRACTOR of any responsibility for the accuracy or completeness of his work.

60. SURVEY MONUMENTS

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

61. SUPERINTENDENCE

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

62. SAFETY AND PROTECTION

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

- a. all employees on the site and other persons who may be affected thereby
- b. all the work and all products to be incorporated therein, whether in storage on or off the site, and
- c. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks,

pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

In addition, effective with contracts that are advertised on or after July 18, 2008, CONTRACTOR's that have been awarded a contract with a value of two hundred fifty thousand dollars (\$250,000.00) or more, shall ensure that all laborers, workers and mechanics employed in the performance of any on-site work, either by themselves or by their SUBCONTRACTOR's, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the United States Department of Labor's Occupational Safety and Health Administration that is at least ten (10) hours in duration. CONTRACTOR's shall submit to the OWNER said certification at least five (5) days prior to the performance of any on-site work by the CONTRACTOR's and/or SUBCONTRACTOR's laborers, workers and mechanics.

63. ACCIDENTS

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

64. 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.

65. STORAGE AND HANDLING OF MATERIALS

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

- c. Materials shall be so stored as to insure the preservation of their quality and fitness for the work.

66. PROTECTION OF WORK AND MATERIALS

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

67. 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.

68. PROTECTION OF PROPERTY

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

69. CLEANING UP

The CONTRACTOR shall at all times keep the premises and site free from accumulations of waste material or rubbish caused by his employees or work, or the employees or work of any of his sub-contractors. At the completion of the work he shall remove all rubbish so caused from and about the site of the work and all temporary structures, tools, scaffolding and surplus materials, supplies and equipment which he or any of his subcontractors may have used in the performance of the work. In

case of dispute, the OWNER may remove the rubbish and charge the cost of such removal to the CONTRACTOR. Any salvaged material not specified to be disposed of otherwise shall become the property of the CONTRACTOR and shall be removed by the CONTRACTOR from the site.

70. PHOTOGRAPHS

a. Preconstruction and Final

The CONTRACTOR shall engage and pay for the services of a professional photographer to make "before" and "after" construction photographs, as directed by the CONSULTANT, at mutually agreed upon locations so as to avoid disputes concerning the restoration work. Photographs shall be 8" X 10" colored prints of each stage in the quantities specified in the Special Conditions. Two (2) copies of these prints are to be given to the CONSULTANT immediately after taking and processing.

Final photographs are to be taken at the same location and in the same direction as preconstruction photographs.

b. Progress Photographs

The CONTRACTOR shall engage and pay for the services of a professional photographer to take six (6) different photographs each month at times, locations and at such stages of construction as directed by the CONSULTANT. Two (2) color prints of each photograph, 8" x 10" in size and satisfactory to the CONSULTANT, shall be furnished to the CONSULTANT immediately after processing.

c. Information

All prints shall have the following data printed on the back:

Name of Project

Date Taken

CONTRACTOR's Name

Location of Photo by Plan Station

Description of Photo

Sketch of the Contract Area with dot and arrow showing the photograph location and direction

Photographer's name and photograph number

d. Description

All photographs shall be on R.C. medium weight silk finish or equal.

All prints shall be protected by transparent polystyrene sheet protectors, heavy weight, No. PS-5 Joshua Meier Division, W.R. Grace and Company or approved equal, three (3) hole punched to fit acceptable binders.

The CONTRACTOR shall furnish four (4) loose leaf binders (albums) Wilson Jones Vinyl Ring Binder, No 345-34 NBL, or approved equal, with three (3) steel rings, for holding the total number of prints required. At the end of the work, all negatives shall be delivered to the OWNER.

Only one day's notice shall be required for any photographs to be taken.

71. INSPECTION OF WORK

- a. The CONSULTANT, other representatives of the OWNER, and representatives of other agencies having jurisdiction may inspect the materials furnished and the work done during the course of construction, and shall have unrestricted access to all parts of the work and to

all points of manufacture or fabrication of materials and equipment. The CONTRACTOR shall provide such facilities as are reasonably necessary to carry out the inspection. If witnessed shop tests or inspections are required at the point of manufacture, the CONTRACTOR shall keep the CONSULTANT advised as to the progress of the work so that he may arrange for inspection at the proper time and place.

- b. If the Specifications, CONSULTANT's instructions, ordinances, or any public authority requires any work to be specially tested or approved, the CONTRACTOR shall give the CONSULTANT timely notice of its readiness for inspection and if the inspection is by an authority other than the CONSULTANT, of the date fixed for such inspection. If any work is covered without the approval or consent of the CONSULTANT, the CONSULTANT, may require such work to be uncovered for examination and properly restored at the CONTRACTOR'S expense.
- c. At any time during the progress of the work and up to the date of final acceptance, the CONSULTANT shall have the right to reject any work which does not conform to the requirements of the Contract Documents, even though such work has been previously inspected and paid for. Any omissions or failure on the part of the CONSULTANT to disapprove or reject any work or materials at the time of inspection shall not be construed as an acceptance of any defective work or materials. If any work or materials shall be condemned by the CONSULTANT as defective, or improperly done, such work shall be removed and replaced, or the defects otherwise remedied in a manner satisfactory to the CONSULTANT, and consistent with the intent of the Contract. Any retesting required as a result of failure to meet contract requirements will be at the CONTRACTOR'S expense. The cost of such retesting will be deducted from payments due the CONTRACTOR.

## 72. CORRECTION OF WORK

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

## 73. CONSTRUCTION AND DEMOLITION DEBRIS

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

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

**SPECIAL CONDITIONError! Bookmark not defined.**

These Special Conditions were prepared as a guide to be used as needed. The specification writer should carefully select those special conditions applicable to the project. Consideration should also be given to determine what other Special Conditions should be included based upon project need.

1. Maintenance and Operation Manual/Spare Parts Data See General Conditions No. 55. It may be necessary to expand on this in certain cases.
2. Survey and Layout See General Conditions No. 59. (The following text is applicable for sewer construction.)

Prior to commencing construction, and thereafter as necessary, the CONTRACTOR shall:

- a. Re-establish the baseline, centerline and all controls therefore as necessary, and assure himself that all points of intersection and other controls for baseline and centerline are in place and intact;
  - b. Re-establish any missing or disturbed control points;
  - c. Make a direct field measurement of distance from P.I. to P.I. along the centerline;
  - d. Advise the CONSULTANT of any apparent differences from dimension stated on the plans, and in consultation with him make such check measurements or adjustments as are necessary prior to ordering pipe and fittings;
  - e. Run check levels from bench marks along the route of the sewer, and advise the OWNER of any apparent differences and make such adjustments or check shots as are deemed necessary to properly perform the work;
  - f. Re-run existing ground and/or pavement profile along the centerline of pipe to assure that no changes have taken place since the original survey, and to form a basis for "measurement and payment" for depth of sewer. This shall be done under the direct supervision of the CONSULTANT and reduced field notes shall be made immediately available to him for his use;
  - g. Provide as-built pipe invert elevations, on a daily basis.
3. Temporary Services See General Conditions No. 64. Clarify responsibilities for multiple contract situations.
  4. Cleaning Up See General Conditions No. 69. Clarify responsibilities for multiple contract situations.
  5. Photographs See General Conditions No. 70. Specify the quantities required for preconstruction/final and progress photos.
  6. Project Sign Signs are normally provided and placed by the County. The following text is to be used only in special circumstances; i.e.: grant aided projects:

The CONTRACTOR shall furnish and provide 4 feet by 8 feet project signs, as shown \_\_\_\_\_. The number of signs required is \_\_\_\_\_.

The sign panel shall be constructed of 3/4 inch minimum thickness medium density overlay plywood rabbeted into a 1 1/2 inch x 2 1/2 inch wood frame. All fasteners used in the sign shall be rustproof. All sides of the sign, trim, and supports shall be painted with at least two (2) coats of reflex blue enamel. All lettering and lines shall be white enamel. Lettering shall be Clarendon Bold and done by the following methods: silk screen process, diecut vinyl letters (permanent adhesive), or Gerber cut letters; the County will provide a photostat for the County Logo and County Executive's name. All lettering and design shall follow artwork as designed by the OWNER, as shown \_\_\_\_\_.

Sign(s) shall be securely fastened to two (2) 4 inch x 4 inch posts made of pressure treated lumber. Post tops shall be even with the top of the wood frame and post bottoms shall be a minimum of four (4) feet below grade. The bottom of the wood frame shall be three (3) feet above grade.

The project signs shall be displayed at the site at locations to be determined by the CONSULTANT. The CONTRACTOR shall maintain these signs in good condition at all times until final acceptance of the project by the OWNER.

The cost of furnishing, erecting, maintaining, and removing project signs shall be included in the price bid for Basic Maintenance and Protection of traffic, or for contracts which do not have such bid item, the cost shall be included in the \_\_\_\_\_.

7. Engineer's/Consultant's Field Office The following text is an example of the typical field office. The specification may be modified based on project need.

#### ENGINEER'S FIELD OFFICE

- a. The CONTRACTOR shall provide, furnish and maintain a field office at the site for the exclusive use of the CONSULTANT and representatives of the OWNER. The field office shall be of substantial weatherproof construction with a usable floor space of not less than 10' x 30', a ceiling height of not less than 8' and provided with at least 3 windows for light. Drinking water and a refrigerated water cooler for drinking water shall be furnished. The office shall be equipped with a desk, desk chair and six (6) additional chairs, a conference table of sufficient length for easy handling and examining of drawings, and a four (4) drawer fireproof legal size file for efficient filing and handling of all drawings and records. All records shall be delivered to the OWNER at the completion of the job. Heat, air conditioning, light, sanitary facilities, telephone service, including a telephone recorder that will record and play back phone messages, and daily janitor service shall be provided and maintained for the duration of the Contract by the CONTRACTOR at his expense. The field office shall be equipped with a fax machine with a separate telephone service. The fax machine shall be a Sharp UX-103 or equivalent. An approved construction trailer of equivalent size may be provided. The field office shall be located where directed by the CONSULTANT.
  - b. The CONTRACTOR is advised that the CONSULTANT may employ an inspector for each of the CONTRACTOR's pipe laying crews. In the event that the CONTRACTOR has more than one spread, the CONTRACTOR shall, upon request from the CONSULTANT and without additional cost to the OWNER, furnish a field office, as described above, for each spread or provide a larger single office at the option of the CONSULTANT.
  - c. The CONSULTANT's Field Office or offices shall be relocated during the progress of the work, without additional cost to the OWNER, as may be required by the CONSULTANT to properly supervise the work.
8. Barricades, Warning Signs, Lights
- a. The CONTRACTOR shall provide, erect and maintain as necessary strong and suitable barricades, danger signs and warning lights along all roads accessible to the public, as required to ensure safety to the public. All barricades and obstructions along public roads shall be illuminated at night and all lights for this purpose shall be kept burning from sunset to sunrise.
  - b. In addition, the CONTRACTOR shall provide and maintain such other warning signs and barricades in other areas as may be necessary or required for the safety of those employed in the work or visiting the site.
  - c. The CONTRACTOR shall provide and pay for necessary watchmen and others as required to protect work and materials, and as required to permit the safe operation of pedestrian and vehicular traffic at all times.
  - d. The CONTRACTOR shall not restrict access to any private road or driveway by open trenches or the storage of materials or excavated material. The CONTRACTOR shall provide and maintain

suitable temporary crossings over open ditches at all private roads and driveways.

- e. Barricades, danger signs and warning lights shall be provided in accordance with local jurisdictional authorities.

9. Guarantee, City Permits

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

- 10. Scheduling - Consider in detail how the construction of the project may affect existing operations. It may be necessary to specify a milestone or phased schedule in the contract documents.
- 11. Schedule of Values See General Condition Nos. 26 and 27. More elaborate provisions may be necessary.
- 12. Frequency of On-Site Meetings See General Conditions, No. 22. Adjust the frequency of meetings, if necessary.
- 13. Subcontract Percentages - It may be necessary to limit the amount of work which may be subcontracted. The following text is an example.

Subletting or Assigning the Contract

The CONTRACTOR shall perform with his own organization contract work amounting to not less than \_\_\_ percent (\_\_\_%) of the original total contract price. His own organization shall be construed to include only workmen employed and paid directly by the CONTRACTOR and equipment owned or rented by him, with or without operators.

- 14. Cooperation with Utilities If the project involves relocation of existing utilities or installation of new utilities, the Engineer may need to make the CONTRACTOR aware of his relationship with the utility. The following text is an example.

COOPERATION WITH UTILITIES

It shall be the CONTRACTOR's duty to notify all utility companies, all pipe line owners or other parties affected, and to endeavor to have all necessary adjustment of the public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practical.

It is understood and agreed that the CONTRACTOR has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him due to any interference from the said utility appurtenances or the operation of moving them.

15. Permit Required Confined Spaces

In accordance with federal regulations (29 CFR 1910.146) the OWNER has designated \_\_\_\_\_ as "permit required confined spaces", which meets OSHA's definition. The potential hazards therein may include, but are not limited to, toxic and/or explosive gases, oxygen deficiency, engulfment, entrapment, slips, falls, and \_\_\_\_\_. Control of these hazards may include, but are not limited to: isolation means such as lockout and tag out; gas monitoring equipment; and personal protective equipment.

The work place contains permit required confined spaces, and permit required confined space entry is allowed only through compliance with a permit required confined space program meeting the

requirements of 29 CFR 1910.146.

If the OWNER's employees enter the spaces to perform work at the same time the CONTRACTOR is working there, both parties shall follow a coordinated program approved by both the OWNER and the CONTRACTOR. Coordinated entries do not alleviate the CONTRACTOR from having its own permit required confined space program.

16. Emergency Call-Out Procedures

- a. The Contractor shall have an employee available at all times to address issues and problems, which may arise during the project. This employee shall:
  - (1) Have authority to summon additional manpower and equipment to resolve any problems;
  - (2) Be available after hours, weekends, and holidays; and
  - (3) Carry a pager and/or a cellular phone.
- b. The Contractor shall provide the County with this employee's name, home phone number, place of residence, cellular phone and/or pager number.
- c. The Contractor's employee shall respond within one (1) hour to a call received from the County, Resident Engineer or the County's Dispatch Office.
- d. If there is no response within one (1) hour of the call, the County will resolve or repair the problem.
- e. All costs incurred by the County in response to Item D shall be billed to the Contractor for actual costs incurred or with a minimum charge of \$1,000 for each instance.
- f. Failure of Contractor's Emergency Call-Out Employee to respond to three (3) call-outs will result in removal of that employee from the project and a new employee assigned the above duties.

17. Partnering

The OWNER intends to implement a partnering process on this project to enhance the opportunity for team-building and encourage a cooperative attitude on the part of all parties involved in the construction effort - OWNER, ENGINEER, CONTRACTORS, and OTHER SIGNIFICANT STAKEHOLDERS. The overall objective of this partnering is a team-based approach to issue identification and solutions in order to achieve completion of the work in accordance with the plans and specifications, on schedule, and within budget.

As part of the process the OWNER will provide a Facilitator to help organize and progress the partnership. It is required that all parties participate. Attendance at partnering meetings should include a principal/officer of each firm and appropriate project management personnel. It is anticipated that an initial organizational meeting will be held within 30 days of the Notice to Proceed to identify significant project-related issues, encourage the development of common goals, and agree upon voluntary, non-binding procedures for dispute resolution. This will be a *halfday/full-day* meeting. Thereafter, meetings will be held on a bimonthly basis, and will generally be limited to one (1) hour duration. These follow-up meetings will reinforce the project partnership by providing an overview of project progress, discussing any issues which may adversely affect progress of work underway, and reviewing project successes and opportunities for improvement.

18. Escrow Bid Documents

a. Scope

This paragraph covers the requirements for submission of one copy of all documentary information generated in preparation of bid prices for this project as described in sub-paragraph d. This material is hereinafter referred to as ESCROW BID DOCUMENTS.

The successful bidder agrees, as a condition of award of the Contract, that the Escrow Bid Documents constitute all the information used in the preparation of his bid; and that no other bid preparation information shall be considered in resolving disputes or claims. The successful bidder also agrees that nothing in the Escrow Bid Documents shall change or modify the terms or conditions of the Contract Documents.

b. Ownership

The Escrow Bid Documents are, and shall always remain, the property of the CONTRACTOR, subject only to joint review by the OWNER and the CONTRACTOR as provided herein.

The OWNER stipulates and expressly acknowledges that the Escrow Bid Documents, as defined herein, constitute trade secrets. This acknowledgement is based on the OWNER's express understanding that the information contained in the Escrow bid documents is not known outside bidder's business, is known only to a limited extent and only by a limited number of employees of the bidder, is safeguarded while in bidder's possession, is extremely valuable to bidder and could be extremely valuable to bidder's competitors by virtue of it reflecting bidder's contemplated techniques of construction.

OWNER acknowledges that bidder expended substantial sums of money in developing the information included in the Escrow Bid Documents and further acknowledges that it would be difficult for a competitor to replicate the information contained therein. OWNER further acknowledges that the Escrow Bid Documents and the information contained therein are made available for review by the OWNER only because such action is an express prerequisite, to award of the contract. OWNER further acknowledges that the Escrow Bid Documents include a compilation of information used in bidder's business, intended to give bidder an opportunity to obtain an advantage over competitors who do not know of or use the contents of the documentation.

OWNER agrees not to disclose the information contained in the Escrow Bid Documents to the fullest extent permitted by law.

c. Purpose

Escrow Bid Documents will be used to assist in the negotiation of claims and change orders and in the settlement of disputes and claims. They will not be used for pre-award evaluation of the CONTRACTOR's anticipated methods of construction or to assess the CONTRACTOR's qualifications for performing the work.

d. Format and Contents

Bidders may submit Escrow bid Documents in their usual cost-estimating format; a standard format is not required. It is not the intention of this specification to cause the bidder extra work during the preparation of the proposal, but to ensure that the Escrow Bid Documents will be adequate to enable complete understanding and proper interpretation of their intended use. The Escrow Bid Documents shall be submitted in English.

It is required that the Escrow Bid Documents clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule. Bid items should be separated into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documents shall include all quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the bidder to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into the bidder's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials and subcontract costs as appropriate. Plant and equipment and direct costs should be detailed in the bidder's usual format. The CONTRACTOR's allocation of indirect costs, contingencies, markup and other items to each bid item shall be identified.

All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials and subcontracts, as applicable, are included and provided that indirect costs, contingencies and markup, as applicable, are allocated.

Bid documents provided by the OWNER should not be included in the Escrow Bid Documents unless needed to comply with the following requirements.

e. Submittal

The Escrow Bid Documents shall be submitted by the three lowest bidders in sealed containers within \_\_\_\_\_(select 24, 48 or 72) hours after the time of receipt of bids. The container shall be clearly marked on the outside with the bidder's name, date of submittal, project name and the words "Escrow Bid Documents".

The Escrow Bid Documents shall be accompanied with a certification (sample below) signed by an individual authorized by the bidder to execute the bidding proposal, stating that the material in the Escrow Bid Documents constitutes all the documentary information used in preparation of the bid and that the bidder has personally examined the contents of the Escrow Bid Documents container and has found that the documents in the container are complete.

PROJECT NAME

CONTRACT NO. \_\_\_\_\_

Bid Documentation

--Certification--

THE UNDERSIGNED HEREBY CERTIFIES THAT THE BID  
DOCUMENTATION CONTAINED HEREIN CONSTITUTES ALL  
THE INFORMATION USED IN PREPARATION OF THE BID  
AND THAT I HAVE PERSONALLY EXAMINED THESE  
CONTENTS AND HAVE FOUND THAT THIS BID  
DOCUMENTATION IS COMPLETE.

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

FIRM: \_\_\_\_\_

DATE: \_\_\_\_\_

Prior to award, the Escrow Bid Documents of the apparent successful bidder will be unsealed, examined, organized and inventoried by representatives of the OWNER, together with members of the CONTRACTOR'S staff who are knowledgeable in how the bid was prepared.

This examination is to ensure that the Escrow Bid Documents are authentic, legible and complete. It will not include review of, and will not constitute approval of, proposed construction methods estimating assumptions, or interpretations of Contract Documents. This examination is subject to the condition that, as trade secrets, the Escrow Bid Documents are proprietary and confidential as

described in sub-paragraph b. Examination will not alter any condition or term of the Contract.

If all the documentation required in sub-paragraph d, "Format and Contents", has not been included in the original submittal, additional documentation may be submitted, at the OWNER'S discretion, prior to award of Contract. The detailed breakdown of estimated costs shall be reconciled and revised, if appropriate, by agreement between the CONTRACTOR and the OWNER before making the award.

If the Contract is not awarded to the apparent successful bidder the Escrow Bid Documents of the bidder next to be considered for award shall be processed as described above.

Timely submission of complete Escrow Bid Documents is an essential element of the bidder's responsibility and a prerequisite to contract award. Failure to provide the necessary Escrow Bid Documents will be sufficient cause for the OWNER to reject the bid.

If any bidder's proposal is based upon subcontracting any part of the work, each subcontractor, whose total subcontract price exceeds \$\_\_\_\_\_, shall provide separate Escrow Documents to be included with those of the bidder. These documents shall be opened and examined in the same manner and at the same time as the examination described above for the apparent successful bidder.

If the CONTRACTOR wishes to subcontract any portion of the work after award, the OWNER retains the right to require the CONTRACTOR to submit Escrow Documents from the subcontractor before the subcontract is approved.

Escrow Bid Documents submitted by unsuccessful bidders will be returned unopened, unless opened as provided above, as soon as they are no longer needed by the OWNER and no later than immediately following award of the contract.

f. Storage

The Escrow Bid Documents will be placed in escrow, for the life of the contract, at a location and in a manner agreeable to the OWNER and CONTRACTOR. The cost of storage will be paid by the OWNER.

g. Examination After Award of Contract

The Escrow Bid Documents shall be examined by both the OWNER and CONTRACTOR, at any time deemed necessary after award of the Contract by either the OWNER or the CONTRACTOR, to assist in the negotiation of price adjustments and change orders, or the settlement of disputes.

Examination of the Escrow Bid Documents after award of the contract is subject to the following conditions:

- (1) As trade secrets, the Escrow Bid Documents are proprietary and confidential as described in sub-paragraph b.
- (2) The OWNER and the CONTRACTOR shall each designate, in writing to the other party and a minimum of 10 days prior to examination, representatives who are authorized to examine the Escrow Bid Documents. With the consent of both the OWNER and CONTRACTOR, members of the Dispute Review Board may examine the Escrow Bid Documents if required to assist in the settlement of a dispute. No other person shall have access to the Escrow Bid Documents.
- (3) Access to the Escrow Bid Documents will take place only in the presence of duly designated representatives of both the OWNER and CONTRACTOR.

h. Final Disposition

The Escrow Bid Documents will be returned to the CONTRACTOR at such time as the Contract has

been completed and final settlement has been achieved.

19. DISPUTES REVIEW BOARD

a. General

A Disputes Review Board, consisting of three neutral individuals mutually selected by the OWNER and the CONTRACTOR, shall be established to assist in the resolution of disputes in connection with, or arising out of, the performance of the work of this contract. This paragraph describes the purpose, procedure, function and key features of the Disputes Review Board.

The Board will provide special expertise to assist in, and facilitate, the timely and equitable resolution of disputes, claims and controversies between the OWNER and the CONTRACTOR in an effort to avoid construction delay and litigation.

It is not intended for the OWNER or the CONTRACTOR to default on their normal responsibility to amicably and fairly settle their differences by indiscriminately assigning them to the Board. It is intended that the mere existence of the Board will encourage the OWNER and CONTRACTOR to resolve potential disputes without resorting to this appeal procedure. The Board shall be used when normal OWNER-CONTRACTOR dispute resolution is unsuccessful, and prior to enacting other formal dispute resolution procedures or filing of litigation by either party.

The Board shall fairly and impartially consider disputes referred to it and shall provide written recommendations, to the OWNER and CONTRACTOR, to assist in the resolution of these disputes.

Although the recommendation of the Disputes Review Board should carry great weight for both the OWNER and the CONTRACTOR, they are not binding on either party.

Appended to this specification is a Three Party Agreement for creation of the Board.

b. Continuance of Work During Dispute

At all times during the course of the dispute resolution process the CONTRACTOR shall continue with the work as directed, in a diligent manner and without delay, and shall be governed by all applicable provisions of the Contract. Records of the work shall be kept in sufficient detail to enable payment in accordance with the actual cost provisions in the Agreement, if this should become necessary.

c. Membership

The Disputes Review Board shall consist of one member selected by the OWNER and approved by the CONTRACTOR, and one member selected by the CONTRACTOR and approved by the OWNER. The first two members shall select and agree on the third member. Normally, the third member will act as Chairman for all Board activities.

It is desirable that all Disputes Review Board members are experienced with the type of construction involved in this project and experienced in the interpretation of Contract Documents. The goal in selecting the third member is to complement the construction experience of the first two, thus furnishing technical expertise which will facilitate the Board's operations.

It is imperative that Board members show no partiality to either the CONTRACTOR or the OWNER, or have any conflict of interest.

The criteria and limitations for membership shall be as follows:

- (1) No member shall have an ownership interest in any party to the Contract, or a financial interest in the Contract, except for payment for services on the Disputes Review Board.

- (2) Except for fee-based consulting services on other projects, no member shall have been employed by either party within a period of two years prior to award of the Contract.
- (3) No member shall have had substantial prior involvement in the project, of a nature, which could compromise his/her ability to impartially resolve disputes.
- (4) No member shall be employed by any party to the Contract during the life of the Contract, except as a Disputes Review Board member.
- (5) During the life of the Contract, no discussion or agreement shall be made between any Disputes Review Board member and any party to the Contract for employment after the Contract is completed.

Before their appointments are made, the first two prospective members shall submit complete disclosure statements for the approval of both OWNER and CONTRACTOR. Each statement shall include a resume of experience and a declaration describing all past, present and anticipated or planned future relationships to this project and with all parties involved in this construction Contract. The third Board member shall supply such a statement to the first two Board members before his appointment is finalized.

The OWNER and the CONTRACTOR shall each select and negotiate the agreement with their respective member within the first six weeks after award of the Contract. The OWNER and CONTRACTOR will immediately notify their members to begin selection of the third member. The first two members shall ensure that the third member meets all the criteria listed above. The third member shall be selected within four weeks after the first two members are notified to proceed with the selection of the third member. In the event of an impasse in the selection of the third member, that member shall be selected, from among the nominees considered by the first two members, by a court of competent jurisdiction where the work is to be performed.

The OWNER, the CONTRACTOR, and all three members of the Disputes Review Board shall execute the Disputes Review Board Three Party Agreement within four weeks after the selection of the third member.

d. Operation

The Disputes Review Board shall formulate its own rules of operation. It is not desirable to adopt hard and fast rules for the functioning of the Board. The entire procedure shall be kept flexible to adapt to changing situations. The Board shall initiate, with the OWNER's and CONTRACTOR's concurrence, new rules, or modifications to old ones, whenever this is deemed appropriate.

In order to keep abreast of construction developments and progress, the members will be promptly informed of construction activity with regular written progress reports and other relevant data from the OWNER. The Board shall visit the project at regular intervals and/or at times of critical construction events and meet with representatives of the OWNER and the CONTRACTOR. The frequency of these visits shall be as agreed among the OWNER, the CONTRACTOR and the Board, depending on the progress of the work.

Regular meetings shall be held at the job site. Each meeting shall consist of an informal round table discussion and a field inspection of the work being performed on the Contract. The round table discussion shall be attended by selected personnel from the OWNER and the CONTRACTOR. Agenda for regular meetings of the Disputes Review Board shall generally include the following:

- (1) Meeting opened by the Chairman of the Disputes Review Board.
- (2) Opening remarks by the OWNER's representative.
- (3) A description by the CONTRACTOR of:

work accomplished since the last meeting;  
current status of the work schedule;  
schedule for future;  
potential problems;  
proposed solutions for these problems.

(4) Discussions by the OWNER's representative of:

work schedule as he views it;  
potential new disputes or claims;  
status of past disputes and claims.

If it is considered necessary by the parties, the OWNER will prepare minutes of all regular meetings and circulate them for comments, revisions and/or approval of all concerned.

The field inspection will cover all active segments of the work. The Board shall be accompanied by representatives of both the OWNER and CONTRACTOR. Seeking the Board members' advice or consultation is expressly prohibited.

e. Review of Disputes

- (1) The OWNER and the CONTRACTOR will cooperate to ensure that the Board considers disputes promptly, taking into consideration the particular circumstances and the time required to prepare appropriate documentation. A dispute may be referred to the Board when either party believes that bilateral negotiations are not likely to succeed or have reached an impasse, and ENGINEER/ARCHITECT/CONSTRUCTION MANAGER decisions called for in the contract documents have not resolved differences.
- (2) Either party may refer a dispute to the Board. Requests for Board review will be submitted in writing to the chairman of the Dispute Review Board, and shall state clearly and in full detail the specific issues of the dispute to be considered by the Board, and shall include a recommendation as to whether it may be heard at the next regular Board meeting or at a special meeting. A copy of the request for review shall simultaneously be provided to the other party. Upon receipt of the request for review, the Chairman will schedule a hearing date.
- (3) Prior to the hearing, concise written position statements shall be prepared by both parties, with page number references to any supporting documentation, and submitted to each Board member and to the other party. A single and complete compilation of supporting documentation, with pages consecutively numbered for ease of reference, is most desirable. The parties shall cooperate in compiling this documentation and submitting it to each Board member for review before the hearing. The party requesting the Board review shall submit its position statement first, followed by the other party.

f. Conduct of Hearing

Normally the hearing will be conducted at the job site. However, any location that would be more convenient and still provide all required facilities and access to necessary documentation is satisfactory. Private sessions of the Board may be held at a location other than the job site.

The third member of the Board will act as Chairman of the hearing, or he may appoint one of the other members. It may not be necessary for the Board to keep a formal record of its sessions during the consideration of a dispute. This will depend on the nature and magnitude of the dispute and on the attitude of the parties. If possible, it is desirable to keep the hearings completely informal.

The OWNER and the CONTRACTOR shall have representatives at all hearings. The CONTRACTOR will discuss the dispute, followed by the OWNER. Each party will then be allowed

one or more rebuttals until all aspects are fully covered. The Board members may ask questions, request clarification, or ask for additional data. In large or complex cases, additional hearings may be necessary in order to consider and fully understand all the evidence presented by both parties.

During the hearings, no Board member shall express any opinion concerning the merit of any facet of the case.

After the hearings are concluded, the Board shall meet in private to formulate recommendations supported by two or more members. All Board deliberations shall be conducted in private, with all individual views kept strictly confidential. The Board's recommendations, together with discussion of its reasoning, shall be submitted as a written report to both parties. The recommendations shall be based on the pertinent contract provisions and the facts and circumstances involved in the dispute.

The Board shall make every effort to reach a unanimous decision. If this proves impossible, the dissenting member may prepare a minority report.

g. Compensation

Fees and expenses of all three members of the Board shall be shared equally by the OWNER and the CONTRACTOR. The OWNER will pay all other expenses related to operation of the Disputes Review Board. The OWNER will provide administrative services, such as conference facilities and secretarial services, and will bear the cost of these services.

The CONTRACTOR shall pay the invoices of all Board members after approval by both parties. The CONTRACTOR will then bill the OWNER for 50%.

h. Disputes Review Board Three Party Agreement

DISPUTES REVIEW BOARD THREE PARTY AGREEMENT  
(to be executed after award of Contract)

(project name)

DISPUTES REVIEW BOARD  
THREE PARTY AGREEMENT

THIS THREE PARTY AGREEMENT, made and entered into this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, between \_\_\_\_\_ hereinafter called the "OWNER", and hereinafter called the "CONTRACTOR" and the Disputes Review Board, hereinafter called the "BOARD" and consisting of three members \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.

WITNESSETH, that

WHEREAS, the OWNER is now engaged in the construction of the (Project Name)

\_\_\_\_\_, and

WHEREAS, the (Project Name) \_\_\_\_\_ contract provides for the establishment and operation of a BOARD to assist in resolving disputes and claims, and

WHEREAS, the BOARD is composed of three members, one selected by the OWNER, one selected by the CONTRACTOR, and the third member selected by these two;

NOW THEREFORE, in consideration of the terms, conditions, covenants and agreements contained herein, or attached and incorporated and made a part hereof, the parties hereto agree as follows:

## DESCRIPTION OF WORK

In order to assist in the resolution of disputes and claims between the OWNER and the CONTRACTOR, the OWNER has provided, in the (Project Name) \_\_\_\_\_ contract, for the establishment of a Disputes Review Board. The intent of the BOARD is to fairly and impartially consider the disputes placed before it and to provide written recommendations, to both the OWNER and CONTRACTOR, for resolution of these disputes. The members of this BOARD shall perform the services necessary to participate in the BOARD's actions in accordance with the scope of work.

## II

### SCOPE OF WORK

The scope of work of the BOARD includes, but is not limited to, the following items of work.

#### A. Construction Site Visits

The BOARD members shall visit the project site to keep abreast of construction activities and to develop a familiarity with the work in progress. The frequency, exact time, and duration of these visits shall be as mutually agreed upon among the BOARD, the OWNER and the CONTRACTOR.

In case of an alleged differing site condition, or construction problem, it will be advantageous, but not absolutely necessary for the BOARD to personally view such conditions. Photographs and descriptions of these conditions, by both parties, will suffice if viewing, by the BOARD would cause delay to the project.

#### B. Establish Procedures

During its first meeting at the job site, the BOARD shall, with the agreement of all parties, establish procedures for the conduct of its routine site visits and its hearings for consideration of disputes and claims. The conduct of its business shall, in general, be based on the specification provisions.

#### C. Recommend Settlement of Disputes

Upon receipt by the BOARD of a written appeal of a dispute, either from the OWNER or the CONTRACTOR, the BOARD shall convene a hearing to review and consider the dispute. Both the OWNER and the CONTRACTOR shall be given the opportunity to present their evidence at these hearings. Both the OWNER and the CONTRACTOR are encouraged to provide exhibits, calculations, and any other pertinent material to the BOARD for review prior to the hearing. All such material shall be given in the same form and content to all parties to this agreement.

It is expressly understood that all BOARD members are to act impartially and independently in the consideration of facts and conditions surrounding any dispute presented by the OWNER or the CONTRACTOR, and that the recommendations concerning any such dispute are advisory.

The BOARD's recommendations shall be based on the pertinent contract provisions, and the facts and circumstances involved in the dispute. The recommendations shall be furnished in writing to the OWNER and the CONTRACTOR.

#### D. Member Replacement

Should the need arise to appoint a replacement BOARD member, the replacement member shall be appointed in the same manner as the original member was appointed. The selection of a replacement BOARD member shall begin promptly upon notification of the necessity for a replacement and shall be completed within four weeks. This Agreement will be amended to indicate change in BOARD membership.

### III

#### BOARD RESPONSIBILITIES

The BOARD is organized to recommend settlement for disputes, claims, or controversies between the OWNER and the CONTRACTOR arising from the construction contract. Primarily, the BOARD will consider matters involving interpretation of the Contract Documents, delays, acceleration of the work, scheduling, extra work, differing site conditions, design changes, and the like.

The BOARD will encourage the settlement of differences at the job level.

The BOARD and its individual members shall refrain from giving any advice to either party on conduct of the work or resolution of problems other than disputes referred to the BOARD as herein provided.

### IV

#### CONTRACTOR RESPONSIBILITY

The CONTRACTOR shall furnish each BOARD member one copy of all documents it might have, other than those furnished by the OWNER, which are pertinent to the performance of the BOARD.

The CONTRACTOR shall not solicit advice or consultation from the BOARD or its members on matters dealing with the conduct of the work or resolution of problems other than disputes referred to the BOARD as herein provided.

### V

#### OWNER RESPONSIBILITIES

The OWNER shall furnish the following:

A. Contract Related Documents

The OWNER shall furnish each BOARD member one copy of all contract documents, including but not limited to the specifications, plans, all addenda to the specifications and plans, interpretative geotechnical report, progress schedule and updates, weekly progress reports, and other documents pertinent to the performance of the contract, and necessary to the BOARD's work.

B. Coordination

The OWNER will, in cooperation with the CONTRACTOR, coordinate the operations of the BOARD.

C. Services

The OWNER will arrange for or provide conference facilities at or near the site, and provide secretarial and copying services.

The OWNER shall not solicit advice or consultation from the BOARD or its members on matters dealing with the conduct of the work or resolution of problems other than disputes referred to the BOARD as herein provided.

## VI

### TIME FOR BEGINNING AND COMPLETION

The BOARD is to be in operation throughout the duration of the construction contract. It shall begin operation upon written authorization of the OWNER following execution of this Agreement, and shall terminate upon completion of the construction contract, after final payment has been made.

With the exception of choosing a third member by the first two members, the BOARD members shall not begin any work under the terms of this Agreement until authorized in writing by the OWNER.

## VII

### PAYMENT

The BOARD members shall be paid by the CONTRACTOR. Payments shall be full compensation for work performed and services rendered, and for all materials, supplies and incidentals necessary to serve on the BOARD.

#### A. Payment for Services and Expenses

Payment for services of the OWNER-appointed and CONTRACTOR-appointed members of the BOARD will be at the rates agreed to between the OWNER and the CONTRACTOR and their respective appointed BOARD members. Changes in the billing rates are subject to agreement between the OWNER and the CONTRACTOR and their respective appointed members. Payment for services rendered by the third member of the BOARD will be paid at the rate agreed to between the OWNER, the CONTRACTOR and the third member. Changes in the billing rate are subject to agreement between the OWNER, the CONTRACTOR and the third member.

The first two members will be reimbursed for the time and expenses for choosing the third member.

Direct, non-salary expenses will be reimbursed at the actual cost to the BOARD member. These expenses may include, but are not limited to, automobile mileage (at the standard IRS rate in effect at the time the trip is taken), parking, travel expenses from the BOARD member's point of origin to the initial point of arrival, automobile rental, food and lodging, printing, long distance telephone, postage and courier delivery. Billing for these expenses shall include an itemized listing supported by copies of the original bills, invoices, expense accounts and miscellaneous supporting data.

#### B. Payments

Each BOARD member may submit invoices for payment for work completed not more often than once per month during the progress of work. Such invoices shall be in a format approved by the OWNER and CONTRACTOR, and accompanied by a general description of activities performed during that period. The value of work accomplished for payment shall be established from the billing rate and hours expended by the BOARD member together with direct, non-salary expenses. Satisfactorily submitted invoices shall be paid within 30 days.

The CONTRACTOR will pay the invoices of the BOARD members and back charge the OWNER for 50% thereof.

#### C. Inspection of Cost Records

The BOARD members shall keep available, for inspection by representatives of the OWNER or CONTRACTOR for a period of three years after final payment, the cost, records and accounts pertaining to this agreement.

## VIII

### ASSIGNMENT

BOARD members shall not assign any of the work of this Agreement.

## IX

### TERMINATION OF AGREEMENT

The OWNER and the CONTRACTOR mutually agree that this Agreement may be terminated at any time upon not less than four weeks written notice to the other parties.

BOARD members may withdraw from the BOARD by providing such notice. BOARD members may be terminated for cause only by their original appointer, the OWNER may only terminate the OWNER-appointed member, the CONTRACTOR may only terminate the CONTRACTOR-appointed member, and the first two members must agree to terminate the third member.

## X

### LEGAL RELATIONS

The parties hereto mutually understand and agree that each BOARD member, in the performance of his duties on the BOARD, is acting in the capacity of an independent agent and not as an employee of either the OWNER or the CONTRACTOR.

The BOARD members are absolved of any personal or professional liability arising from the activities and recommendations of the BOARD.

## XI

### DISPUTES REGARDING THIS THREE PARTY AGREEMENT

Any dispute among the parties hereto, arising out of the work or other items of this Agreement, which cannot be resolved by negotiation and mutual concurrence between the parties, shall be referred to the Supreme Court of the State of New York, provided in Section XII following.

## XII

### VENUE, APPLICABLE LAW, AND PERSONAL JURISDICTION

In the event that any party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this Agreement, the parties hereto agree that any such action shall be initiated in the Supreme Court of the State of New York. The parties hereby agree that all questions shall be resolved by application of New York law and that the parties to such action shall have the right to appeal from such decisions of the Supreme Court in accordance with the laws of the State of New York. The BOARD member hereby consents to the personal jurisdiction of the Supreme Court of the State of New York.

XIII

FUNDING AGENCY REVIEW

The United States \_\_\_\_\_ and the New York State Department of \_\_\_\_\_ have the right to review the recommendations and to attend BOARD meetings and hearings, but not to attend private BOARD deliberations.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

BOARD MEMBER

BOARD MEMBER

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

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

BOARD MEMBER

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

CONTRACTOR

OWNER

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

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

Title: \_\_\_\_\_

Title \_\_\_\_\_

## **WAGE RATE NOTE**

### **PROJECT: ROOFING PREVENTATIVE MAINTENANCE/REPAIR AND REPLACEMENT SPECIFICATIONS**

**NYSDOL PRC#: 2008005313**

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

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#).

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

**ROOFING PREVENTIVE MAINTENANCE COST SCHEDULE**  
(Schedule 1)

The purpose of this cost schedule is to provide the owner with preventive maintenance inspections and perform the following items of repair work. All prices include contractor's overhead and profit.

	<u>Est. Qty.</u>	<u>X</u>	<u>Unit Price</u>	=	<u>Extension</u>
Item 1: Cost to Clean and Inspect Roof Drains:	<u>50</u>	X	<u>12.00</u>	=	<u>600.00</u>
Item 2: Cost to Clear Roof Drain Blockages up to 4-5 Feet Below Roof Surface:	<u>50</u>	X	<u>165.00</u>	=	<u>8,250.00</u>
Blockages requiring the services of a plumber will be accomplished by the owner.					
Item 3: Cost to Replace existing Drain Strainers: Section 07510-5, L. For Purposes of Bid Use 4" Drain Size					
Domes:	<u>50</u>	X	<u>30.00</u>	=	<u>1500.00</u>
Drains:	<u>5</u>	X	<u>650.00</u>	=	<u>3250.00</u>
Item 4: Cost for Blister Repair per Figure 1: For Bidding Purposes, Figure Each Blister as 5' x 5' square	<u>50</u>	X	<u>100.00</u>	=	<u>5000.00</u>
Item 5: Cost for Split Repair per Figure 2: For Bidding Purposes, Figure Each Split as 10' Long	<u>50</u>	X	<u>100.00</u>	=	<u>5000.00</u>
Item 6: Cost for Equipment Penetration Repair per Figure 3. For Bidding Purposes, Figure Each Penetration as 5' x 5' Square	<u>10</u>	X	<u>425.00</u>	=	<u>4250.00</u>
Item 7: Cost for Pitch Pocket Repair per Figure 4 For Bidding Purposes, Assume Each Pitch Pocket is 2' x 2' Square	<u>20</u>	X	<u>200.00</u>	=	<u>4,000.00</u>
Item 8: Vent Stack Repair per Figure 5. For Bidding Purposes, Assume Each Vent Stack is 6" in Diameter. Price Does Not Include Vent Stack.	<u>20</u>	X	<u>150.00</u>	=	<u>3,000.00</u>
Item 9: Flashing Repair per Figure 6. For Bidding Purposes, Assume the Flashing Extends 12" up the Building Wall and 12" onto the Field of the Roof.	<u>500 Lin Ft</u>	X	<u>12.00</u>	=	<u>6,000.00</u>
Item 10: Cleaning Debris from Gutters. No Building Exceeding Three (3) Stories in Height.	<u>500 Lin Ft</u>	X	<u>2.00</u>	=	<u>1,000.00</u>

Est. Qty. X Unit Price = Extension

500 Lin Ft X 2.00 = 1000.00

Item 11: Caulking at Roof Penetrations and Flashing Areas.  
Caulk per Specification Section 07900-2; 2.2

20 X 60.00 = 1200.00

Item 12: Perform Roofing Core Cuts to Roof Deck. Submit Report of Composition to the Owner. Permanently Patch Penetration, Filling Void With Insulation to Level of Existing Roof. Repair to be Watertight. Per Specification Section 0700-3, 1.10

20 X 170.00 = 3400.00

Item 13: Provide Asbestos Test of Roof Core Sample. Lab to Be Pre-approved by Owner.

500 Lin Ft. X 9.00 = 4500.00

Item 14: Roof edge Repair per Figure 7.

The Following Items (15 and 16) Refer to EPDM Ballasted Repairs:

Item 15: Repairs to Small Cracks/Splits Using Lap Sealant:

500 Lin Ft. X 2.25 = 1125.00

Specification Section 07520

Item 16: Pressure Sensitive Flashing for Repairs to Areas Too Large to Use Item 15  
Specification Section 07520

500 Lin Ft. X 2.50 = 1250.00

**FIXED COST SCHEDULE**  
(Schedule)

As a minimum, all labor rates are to comply with the latest NYS prevailing wages rates.

ITEM	DESCRIPTION	RATE/HR	X	ANTICIPATES HOURS	=	EXT.
Max. Hourly Rate Labor To Accomplish Activities For All Cost Schedules	Foreman - Straight Time	<u>70.00</u>	X	20	Hours =	<u>1400.00</u>
	Overtime	<u>81.00</u>	X	20	Hours =	<u>1620.00</u>
	Double Time	<u>91.00</u>	X	10	Hours =	<u>920.00</u>
	Roofer - Straight Time	<u>69.00</u>	X	20	Hours =	<u>1380.00</u>
	Overtime	<u>80.00</u>	X	20	Hours =	<u>1600.00</u>
	Double Time	<u>91.00</u>	X	10	Hours =	<u>910.00</u>
	Sheet Metal Worker - Straight Time	<u>75.00</u>	X	20	Hours =	<u>1500.00</u>
	Overtime	<u>73.00</u>	X	20	Hours =	<u>1460.00</u>
	Double Time	<u>105.00</u>	X	10	Hours =	<u>1050.00</u>
	Electrician - Straight Time	<u>55.00</u>	X	20	Hours =	<u>1100.00</u>
	Overtime	<u>66.00</u>	X	20	Hours =	<u>1320.00</u>
	Double Time	<u>77.00</u>	X	10	Hours =	<u>770.00</u>
	Pipefitter - Straight Time	<u>58.00</u>	X	20	Hours =	<u>1160.00</u>
	Overtime	<u>72.00</u>	X	20	Hours =	<u>1440.00</u>
	Double Time	<u>84.00</u>	X	10	Hours =	<u>840.00</u>
	HVAC Technician - Straight Time	<u>55.00</u>	X	20	Hours =	<u>1100.00</u>
	Overtime	<u>66.00</u>	X	20	Hours =	<u>1320.00</u>
	Double Time	<u>77.00</u>	X	10	Hours =	<u>770.00</u>
Sub-Contractors	All Sub-Contractor Work			Cost + 15% Overhead		
Material	Material incorporated into the repair (Detailed invoice to be submitted)			Cost + 10% Overhead + 10% Profit		

ITEM	DESCRIPTION	RATE/HR	X	ANTICIPATES HOURS	=	EXT.
Hourly Cost for Hoist Time (Requires Prior Approval)	6 Stories Plus	<u>50.00</u>	X	20	Hours =	<u>1,000.00</u>
(Based on 24 hour Prior Approval Minimum per Special Conditions)						
Hourly Cost for Crane Time (Requires Prior Approval)	6 Stories Plus	<u>100.00</u>	X	20	Hours =	<u>2,000.00</u>
(Based on 24 hour Prior Approval Minimum per Special Conditions)						

The Cost to perform leak investigative services, assumes twenty (20) roof levels at one (1) hour per roof. Any more time than one (1) hour level requires the owner's written approval.

Twenty (20) Roof Leak Investigations: 800.00

The cost to provide roof inspections (Specification Section 07530)

	Est. Qty	X	Unit Price	=	EXT.
Roofs up to 1,000 sq. ft.:	<u>10</u>	X	<u>75.00</u>	=	<u>750.00</u>
Roofs 1,000 sq. ft. to 5000 sq. ft.:	<u>10</u>	X	<u>100.00</u>	=	<u>1,000.00</u>
Roofs 5,000 sq. ft. to 10,000 sq. ft.:	<u>5</u>	X	<u>250.00</u>	=	<u>1,250.00</u>

The Cost to provide non-destructive roof testing (Specification Sections 07510 - 5 "0" and 07510-12:3.17)

	Est. Qty	X	Unit Price	=	EXT.
Roofs up to 1,000 sq. ft.:	<u>10</u>	X	<u>300.00</u>	=	<u>3,000.00</u>
Roofs 1,000 sq. ft. to 5000 sq. ft.:	<u>10</u>	X	<u>300.00</u>	=	<u>3,000.00</u>
Roofs 5,000 sq. ft. to 10,000 sq. ft.:	<u>5</u>	X	<u>700.00</u>	=	<u>3,500.00</u>

The cost to write proposal for maintenance, repair, replacement activities per all schedules unit prices:

Ten (10) Roof Levels up to 1,000 sq. ft.  
Ten (10) Roof Levels 1,000 sq. ft. to 5,000 sq. ft.  
Five (5) Roof Levels 5,000 sq. ft. to 10,000 sq. ft.

400.00  
500.00  
500.00



**UNIT PRICE REPAIR SCHEDULE**

**(Schedule 3)**

The undersigned bidder agrees to furnish all materials and labor for buildings up to five stories authorized to be performed by the County and agrees to meet all terms, conditions and specifications contained in this invitation to bid. Included in the bid price are the costs to:

1. Photograph the existing problem prior to the repair (one photo minimum)
2. Photograph the repairs during the repair process (two photos minimum)
3. Photograph the final repair (one photo minimum)

The photographs are to be dated and signed by an employee or agency authorized to sign on behalf of the bidder. The photographs are to be bound in a binder and labeled in a form acceptable to the owner.

The bidder must provide documentation that they are approved applicators of the membrane system(s) that is(are) being repaired. Comply with Section 07000, Section 1.13(B).

Bidders are to provide the following unit prices that are to form the basis for cost proposals to the owner for the proposed repair/replacement work.

<u>ITEM NO.</u>	<u>SPECIAL DESCRIPTION</u>	<u>EST. QTY.</u>	<u>X</u>	<u>UNIT PRICE</u>	<u>=</u>	<u>EXTENSION</u>
1	Unit cost to remove and dispose of non-asbestos containing B.U.R. (Per inch/one square)	<u>1 Square (10 x 10)</u>	X	<u>400.00</u>	=	<u>400.00</u>
		<u>5 Squares</u>	X	<u>200.00</u>	=	<u>1000.00</u>
		<u>25 Squares</u>	X	<u>200.00</u>	=	<u>5000.00</u>
	Unit cost to remove and dispose of single ply roof (ballasted or unballasted) (Per inch/one square)	<u>1 Square</u>	X	<u>200.00</u>	=	<u>200.00</u>
		<u>5 Squares</u>	X	<u>150.00</u>	=	<u>750.00</u>
		<u>25 Squares</u>	X	<u>100.00</u>	=	<u>2500.00</u>
3	<b>Deck Replacement</b>					
	22 Gauge Galvanized Metal	<u>1 Square</u>	X	<u>775.00</u>	=	<u>775.00</u>
	1-1/2 Tongue & Groove Wood	<u>1 Square</u>	X	<u>800.00</u>	=	<u>800.00</u>
	3-1/2 Tectum	<u>1 Square</u>	X	<u>700.00</u>	=	<u>700.00</u>
	3-1/2 Gypsum	<u>1 Square</u>	X	<u>1000.00</u>	=	<u>1000.00</u>
	<b>Asphalt &amp; Coal Tar Repairs</b>					
	1-1/2 Concrete Topping Repair	<u>1 Square</u>	X	<u>1000.00</u>	=	<u>1000.00</u>
4	Vapor Retarder Felt 07611-2, 2.2A	<u>5 Squares</u>	X	<u>140.00</u>	=	<u>700.00</u>
5	Base Sheet 07611-2, 2.2B	<u>5 Squares</u>	X	<u>140.00</u>	=	<u>700.00</u>
6	Roofing Felt 07611-2, 2.2C	<u>5 Squares</u>	X	<u>300.00</u>	=	<u>1500.00</u>
	Base Flashing 07611-2, 2.2D	<u>5 Squares</u>	X	<u>400.00</u>	=	<u>2000.00</u>

<u>ITEM NO.</u>	<u>SPECIAL DESCRIPTION</u>	<u>EST. QTY.</u>	<u>X</u>	<u>UNIT PRICE</u>	<u>=</u>	<u>EXTENSION</u>
8	Flood Coat of Asphalt 07611-2, 2.3	<u>5 Squares</u>	X	<u>200.00</u>	=	<u>1000.00</u>
		<u>25 Squares</u>	X	<u>150.00</u>	=	<u>3750.00</u>
	Insulation Installed 07611-3, 2.4	<u>5 Squares</u>	X	<u>175.00</u>	=	<u>875.00</u>
		<u>25 Squares</u>	X	<u>90.00</u>	=	<u>2250.00</u>
10	Roofing Ballast 07611-3, 2.5	<u>5 Squares</u>	X	<u>100.00</u>	=	<u>500.00</u>
		<u>25 Squares</u>	X	<u>70.00</u>	=	<u>1750.00</u>
11	Membrane Plies (3 Plies) 07611-6, 3.5C	<u>5 Squares</u>	X	<u>350.00</u>	=	<u>1750.00</u>
		<u>25 Squares</u>	X	<u>250.00</u>	=	<u>6250.00</u>
12	Walkways 07611-8, 3.8	<u>10 Units</u>	X	<u>30.00</u>	=	<u>300.00</u>
13	Bare Felts 07612-8, 4.1	<u>100 Squares</u>	X	<u>25.00</u>	=	<u>2500.00</u>
14	Curled Felts 07612-8, 4.2	<u>1000 Lin Ft</u>	X	<u>3.00</u>	=	<u>3000.00</u>
15	Blisters 07612-9, 4.4	<u>50 Blisters</u>	X	<u>125.00</u>	=	<u>6250.00</u>
16	Flashing Splits 07612-9, 4.5A	<u>200 Lin Ft</u>	X	<u>18.00</u>	=	<u>3600.00</u>
17	Fallen Flashing 07612-9, 4.5B	<u>200 Lin Ft</u>	X	<u>18.00</u>	=	<u>3600.00</u>
18	Pitch Pockets 07612-9, 4.6 For Bidding Purposes, Assume Each Pitch Pocket is 2' x 2' Square	<u>25 Units</u>	X	<u>50.00</u>	=	<u>1250.00</u>
19	Asphalt Emulsion 07612-3, 2.5A	<u>5 Squares</u>	X	<u>60.00</u>	=	<u>300.00</u>
		<u>25 Squares</u>	X	<u>40.00</u>	=	<u>1000.00</u>
20	Aluminum Roof Coating 07612-3, 2.5B	<u>5 Squares</u>	X	<u>75.00</u>	=	<u>375.00</u>
		<u>25 Squares</u>	X	<u>45.00</u>	=	<u>1125.00</u>

**EPDM-Adhered, Ballasted, Mechanically Fastened** (Does not include tear-off costs - See Items 1 & 2)

21	Loosely Laid EPDM	07631, PGS	<u>5 Squares</u>	X	<u>500.00</u>	=	<u>2500.00</u>
		1-5	<u>25 Squares</u>	X	<u>200.00</u>	=	<u>5000.00</u>
22	Fully-Adhered EPDM	.045 Black	<u>5 Squares</u>	X	<u>500.00</u>	=	<u>2500.00</u>
		Unreinforced	<u>25 Squares</u>	X	<u>375.00</u>	=	<u>9375.00</u>
23	Mechanically Fastened EPDM	.045 Black	<u>5 Squares</u>	X	<u>500.00</u>	=	<u>2500.00</u>
		Unreinforced	<u>25 Squares</u>	X	<u>225.00</u>	=	<u>5625.00</u>
24	Concrete Pavers	07632-3, 2.6B	<u>25 Units</u>	X	<u>15.00</u>	=	<u>375.00</u>

<u>ITEM NO.</u>	<u>NAME</u>	<u>SPEC. DESCR.</u>	<u>EST. QTY.</u>	<u>X</u>	<u>UNIT PRICE</u>	<u>=</u>	<u>EXTENSION</u>
<u>Single-Ply Hypalon</u> (Does not include tear-off costs - See Items 1 & 2)							
24A	Restripping Seams	07632-6; 4.1	<u>50 Lin Ft</u>	X	<u>9.00</u>	=	<u>450.00</u>
			<u>200 Lin Ft</u>	X	<u>7.00</u>	=	<u>1400.00</u>
25	Single Ply Membrane	07632-2, 2.2A	<u>5 Squares</u>	X	<u>400.00</u>	=	<u>2000.00</u>
			<u>25 Squares</u>	X	<u>250.00</u>	=	<u>6250.00</u>
26	Vapor Retarder	07611-2, 2.2A	<u>5 Squares</u>	X	<u>200.00</u>	=	<u>1000.00</u>
			<u>25 Squares</u>	X	<u>100.00</u>	=	<u>2500.00</u>
27	Roof Substrate Board	07632-2, 2.3	<u>5 Squares</u>	X	<u>250.00</u>	=	<u>1250.00</u>
			<u>25 Squares</u>	X	<u>160.00</u>	=	<u>4000.00</u>
28	Walkways	07632-3, 2.6B	<u>5 Units</u>	X	<u>30.00</u>	=	<u>150.00</u>
			<u>25 Units</u>	X	<u>20.00</u>	=	<u>500.00</u>
29	Insulation (3.5" Isocyanurate Min)	07632-2, 2.4B	<u>5 Squares</u>	X	<u>400.00</u>	=	<u>2000.00</u>
			<u>25 Squares</u>	X	<u>380.00</u>	=	<u>9500.00</u>
30	Open/Restripping Seams	07632-6; 4.1	<u>50 Lin. Ft.</u>	X	<u>20.00</u>	=	<u>1000.00</u>
			<u>200 Lin. Ft.</u>	X	<u>18.00</u>	=	<u>3600.00</u>
	Flashing Splits	07632-6; 4.2A	<u>50 Lin. Ft.</u>	X	<u>25.00</u>	=	<u>1250.00</u>
			<u>200 Lin. Ft.</u>	X	<u>15.00</u>	=	<u>3000.00</u>
32	Fallen Flashing	07632-6; 4.2B	<u>50 Lin. Ft.</u>	X	<u>25.00</u>	=	<u>1250.00</u>
			<u>200 Lin. Ft.</u>	X	<u>15.00</u>	=	<u>3000.00</u>
33	Pitch Pockets	07632-6; 4.3	<u>10 Units</u>	X	<u>200.00</u>	=	<u>2000.00</u>
			<u>25 Units</u>	X	<u>125.00</u>	=	<u>3125.00</u>
34	Fasteners	07632-3, 2.6A	<u>50 Units</u>	X	<u>1.00</u>	=	<u>50.00</u>
			<u>200 Units</u>	X	<u>1.00</u>	=	<u>200.00</u>
35	Sealant - Elastomeric	07900-2; 2.2A	<u>100 Lin. Ft.</u>	X	<u>2.00</u>	=	<u>200.00</u>
			<u>500 Lin. Ft.</u>	X	<u>1.75</u>	=	<u>875.00</u>
36	Sealant - Urethane	07900-2; 2.2B	<u>100 Lin. Ft.</u>	X	<u>2.00</u>	=	<u>200.00</u>
			<u>500 Lin. Ft.</u>	X	<u>1.75</u>	=	<u>875.00</u>
37	Fill Existing Pitch Pocket	07632-6; 4.3A	<u>25 Units</u>	X	<u>25.00</u>	=	<u>625.00</u>
			<u>50 Units</u>	X	<u>15.00</u>	=	<u>750.00</u>

ITEM NO.	NAME	SPEC. DESCR.	EST. QTY.	X	UNIT PRICE	=	EXTENSION
<b>Built-Up Roof Details</b>							
38	Metal Roof Edge	Detail 1	25 Lin. Ft.	X	19.00	=	475.00
			100 Lin. Ft.	X	16.00	=	1600.00
39	Roof Edge w/Gutter	Detail 2	25 Lin. Ft.	X	32.00	=	800.00
			100 Lin. Ft.	X	24.00	=	2400.00
40	Coping Cap	Detail 3 - 8" Wide Cap	25 Lin. Ft.	X	25.00	=	625.00
			100 Lin. Ft.	X	23.00	=	2300.00
		12" Wide Cap	25 Lin. Ft.	X	25.00	=	625.00
		"	100 Lin. Ft.	X	23.00	=	2300.00
		18" Wide Cap	25 Lin. Ft.	X	25.00	=	625.00
		"	100 Lin. Ft.	X	23.00	=	2300.00
41	Surface Mounted Counter Flashing						
	Coping Cap	Detail 4 - 8" Wide Cap	25 Lin. Ft.	X	40.00	=	1000.00
			100 Lin. Ft.	X	30.00	=	3000.00
		12" Wide Cap	25 Lin. Ft.	X	40.00	=	1000.00
			100 Lin. Ft.	X	30.00	=	3000.00
		18" Wide Cap	25 Lin. Ft.	X	50.00	=	1250.00
			100 Lin. Ft.	X	30.00	=	3000.00
42	Surface Mounted Counterflashing						
		Detail 5 - Nom 1' High	25 Lin. Ft.	X	25.00	=	625.00
			100 Lin. Ft.	X	10.00	=	1000.00
		Nom 2' High	25 Lin. Ft.	X	25.00	=	625.00
			100 Lin. Ft.	X	10.00	=	1000.00
		Nom 4' High	25 Lin. Ft.	X	28.00	=	700.00
			100 Lin. Ft.	X	12.00	=	1200.00
43	Equipment Support	Detail 6	5 Lin. Ft.	X	200.00	=	1000.00
			10 Lin. Ft.	X	160.00	=	1600.00
			20 Lin. Ft.	X	120.00	=	2400.00
44	Skylight	Detail 7	5 Lin. Ft.	X	200.00	=	1000.00
			10 Lin. Ft.	X	160.00	=	1600.00
			20 Lin. Ft.	X	120.00	=	2400.00
45	Roof Drain Replace-	Detail 8	5 Lin. Ft.	X	100.00	=	500.00
	ment bid to be based on		10 Lin. Ft.	X	80.00	=	800.00
	4" drain size. Burn, Smith,						
	Tyler, Jusam to comply with						
	specification Section 07510, Page 11, 3.16						
	Plumbing Stack Replacement	Detail 9	5	X	200.00	=	1000.00
	Bid to be Based on 6" Vent Stack Size.		10	X	150.00	=	1500.00
	Do Not Include Cost of Vent in the Price.						

ITEM NO.	NAME	SPEC. DESCR.	EST. QTY.	X	UNIT PRICE	=	EXTENSION
47	Parapet or Equipment Flashing	Detail 10	50 Lin. Ft.	X	17.00	=	850.00
	Bid to be Based on Terminating the Flashing 12" up the Curb Parapet		500 Lin. Ft.	X	7.00	=	3500.00

For bidding purposes, figure all above details extend four feet into field of roof.

48	Unit Cost to Remove and Dispose of Asbestos Containing B.U.R.		10 Lin. Ft.	X	30.00	=	300.00
	Specification Section 07540, Part A Only		100 Lin. Ft.	X	16.00	=	1600.00
			260 Lin. Ft.	X	14.00	=	3640.00
			10 Sq. Ft.	X	40.00	=	400.00
			100 Sq. Ft.	X	10.00	=	1000.00
			160 Sq. Ft.	X	10.00	=	1600.00

Costs for items not specified in Schedules 1 and 3 are to be determined using Schedule 2. Some items specified this schedule are found in Part I of the specifications.

TOTAL BID (SCHEDULE 3)

ONE Hundred Ninety Nine Thousand Four Hundred Sixty Five (Price in Words)

\$199,465.00 (Price in Numbers)