

MANNY HANNY
STABILIZATION PROJECT
(FIBERGLASS CORNICE, & MASONRY
REPLACEMENT & REPAIR)

Project Manual



Client:

City of Olean Urban Renewal Agency, Corporation
101 East State Street
Olean, New York 14760

Parks Number: EPF 175510 / 17PR08715



Architect:
Johnson-Schmidt & Associates, Architects
15 E. Market St.
Corning, NY 14830
607-937-1946

May 14th, 2020

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END OF SECTION

**SECTION 00 1113
ADVERTISEMENT FOR BIDS**

FROM:

1.01 THE OWNER (HEREINAFTER REFERRED TO AS OWNER):

- A. City of Olean Urban Renewal Agency
- B. Address:
 - 101 East State Street
 - Olean, NY, 14760

1.02 AND THE ARCHITECT (HEREINAFTER REFERRED TO AS ARCHITECT):

- A. Johnson-Schmidt Architect, P.C.
- B. Address:
 - 15 E. Market St.
 - Suite 202
 - Corning, NY 14830

1.0' TO: POTENTIAL BIDDERS

- A. Your firm is invited to submit an offer under seal to Owner for the replacement of roof, fiberglass cornice, and exterior masonry work of a Historic Building located at:
 - 101 North Union St.
 - Olean, NY 14760

Before 3 pm local standard time on the 5th day of June, 2020, for:
- B. Project: First National Bank of Olean/ Manufacturers Hanover
- C. Digital Bid Documents for a Stipulated Sum contract may be obtained from the office of the Design professional free of charge. Printing is the responsibility of the Bidder.
- D. Bid Bond security deposit or other form of Bid Security is NOT required.
- E. Performance Assurance:
 - 1. Accepted Bidder will be required to provide a Performance Bond in the amount of the Contract Sum.
- F. Refer to other bidding requirements described in Document 00 2113 - Instructions to Bidders and Document 00 3100 - Available Project Information.
- G. Submit your offer on the Bid Form provided. Bidders may supplement this form as appropriate.
- H. Your offer will be required to be submitted under a condition of irrevocability for a period of 90 days after submission.
- I. The Owner reserves the right to accept or reject any or all offers.

END OF SECTION

Notice to All Bidders

NOTICE OF SOLICITATION TO MASONRY RESTORATION CONTRACTORS

Sealed bids for the **Manufacturers Hanover Exterior Stabilization Project in Olean, NY** will be received until **3pm 6-05-20** at the **Owner's Office at 101 East State St. Olean, NY** where they will be opened. Each bid must be prepared and submitted in accordance with the Bidding and Contract Documents. Bidders must have a minimum of 5 years successful experience in completion of similar projects for State, National, or locally registered landmarks.

The successful bidder will be required to furnish a Performance Bond for 100% of the amount of the Contract.

This project is being funded in part by a grant administered by Empire State Development. Under Article 15A, Executive Law, It is the policy of the State of New York to encourage participation of minority and woman-owned business enterprises in State-funded projects. The Contractor, by bidding on the contract, acknowledges understanding and support of this policy and pledges to fully cooperate with the **City of Olean Urban Renewal Agency** in meeting NYS requirements as set forth in the Bidding and Contract Documents.

Effective 5-11-20 Bid Documents may be obtained (digitally) and/or examined free of charge at the Architects Office 15 East Market St. Corning, NY. Or please contact Charles Devine @ (607)937-1946 or email charles@preservationarchitects.com.

There will be a pre-bid meeting **5-20-20** at 10am at the project location.

If you have any questions, please contact Joseph Cohen at josephc@savarinocompanies.com, Or Charles Devine at (607)937-1946 or email at Charles@preservationarchitects.com.

The **City of Olean Urban Renewal Agency** has been and will continue to be an equal opportunity organization. All qualified Minority and Women-Owned Business Enterprise (MWBE) suppliers, contractors and/or businesses will be afforded equal opportunity without discrimination because of race, religion, national origin, sex, age, disability, sexual preference or Vietnam Era Veterans status.

**SECTION 00 2113
INSTRUCTIONS TO BIDDERS**

SUMMARY

1.01 RELATED DOCUMENTS

- A. Document 00 4100 - Bid Form.
- B. Document 00 4323 - Alternates Form

INVITATION

2.01 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received at the office of the Owner at 101 East State St, Olean, NY 14760 before 3 p.m. local standard time on the 5th day of June, 2020.

2.02 INTENT

- A. The intent of this Bid request is to obtain an offer to perform work to remove the existing and replace with a fiberglass parapet-cornice and supportive parapet backup reinforced CMU and related structural metal system of a historic building located at 101 North Union St, Olean, NY for a Stipulated Sum contract. Work to be done in accordance with Contract Documents. Refer to drawing A-16 for detail of work required to remove and replace the parapet and cornice.

2.03 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed contract comprises removal of the existing and replace with a fiberglass cover and supportive masonry and structural metal work.

2.04 CONTRACT TIME

- A. Perform the Work in 118 days.

BID DOCUMENTS AND CONTRACT DOCUMENTS

3.01 DEFINITIONS

- A. Bid Documents: Contract Documents supplemented with Invitation To Bid, Instructions to Bidders, Bid Form Supplements To Bid Forms and Appendices identified.
- B. Bid, Offer, or Bidding: Act of submitting an offer under seal.

3.02 CONTRACT DOCUMENTS IDENTIFICATION

- A. Contract Documents are identified as Project Number 1609, as prepared by Architect who is located at 15 E. Market St., Suite 202, Corning, NY 14830, and with contents as identified in the Project Manual.

3.03 AVAILABILITY

- Examined free of charge at the Owner's Office at 101 East State St. Olean, NY
- Examined free of charge at the Architects Office – Johnson-Schmidt Architects AIA, 15 East Market St., Corning, Call Ph Charles Devine (607) 937-1946 -
Email charles@preservationarchitects.com digital copy

- **Purchase** - Avalon Document Services 741 Main St Buffalo, NY 716-995-7777
 - **Download** plans, specifications, Construction Documents and Addendums at the following virtual sites
- Avalon:
<https://www.avalonbuff-planroom.com>

- Savarino Companies LLC

Email JudyR@savarinocompanies.com to get a ProCore Link:

- Construction Exchange of Buffalo:
www.conexbuff.com

- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

3.04 EXAMINATION

- A. Upon receipt of Bid Documents verify that documents are complete. Notify Architect should the documents be incomplete.
- B. Immediately notify Architect upon finding discrepancies or omissions in the Bid Documents.

3.05 INQUIRIES/ADDENDA

- A. Direct questions to the Architect Charles Devine at (607) 937-1946 or email Charles@preservationarchitects.com Owners Construction Manager; Contact Joseph Cohen at tel;716-332-5959 ext. 124, or Josephc@savarinocompanies.com,
- B. Addenda may be issued during the bidding period. All Addenda become part of Contract Documents. Include resultant costs in the Bid Amount.
- C. Verbal answers are not binding on any party.
- D. Clarifications requested by bidders must be in writing not less than 7 days before date set for receipt of bids. The reply will be in the form of an Addendum, a copy of which will be forwarded to known recipients and the Owner.

3.06 PRODUCT/ASSEMBLY/SYSTEM SUBSTITUTIONS

- A. Contractor-proposed substitutions and change orders may not be appropriate for a historic property; and therefore may not be accepted.
- B. Substitute products will be considered if submitted as an attachment to the Bid Form. Approval to submit substitutions prior to submission of bids is not required.
- C. In submission of substitutions to products specified, bidders shall include in their bid all changes required in the work and changes to Contract Time and Contract Sum to accommodate such substitutions. A later claim by the bidder for an addition to the Contract Time or Contract Sum because of changes in work necessitated by use of substitutions shall not be considered.
- D. The submission shall provide sufficient information to determine acceptability of such products.
- E. Provide complete information on required revisions to other work to accommodate each proposed substitution.
- F. Provide products as specified unless substitutions are submitted in this manner and accepted.

SITE ASSESSMENT

4.01 SITE EXAMINATION

- A. Examine the project site before submitting a bid.

4.02 PREBID CONFERENCE

- A. The prebid conference/ walkthrough is mandatory for all bidders.
- B. A bidders conference has been scheduled for 10 a.m. on the 20th day of May at the location of 101 North Union Street, Olean, NY 14760.
- C. All general contract bidders and suppliers are invited.
- D. Representatives of the Architect and the Construction Manager will be in attendance.
- E. Information relevant to the Bid Documents will be recorded in an Addendum, issued to Bid Document recipients.

QUALIFICATIONS

5.01 EVIDENCE OF QUALIFICATIONS

- A. To demonstrate qualification for performing the Work of this Contract, bidders may be requested to submit written evidence of previous experience and current commitments, license to perform work in the State.

5.02 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to General Conditions.

BID SUBMISSION

6.01 BID DEPOSITORY

- A. The rules and regulations of this bid deposit system, in force on the day of bid submission shall apply.

6.02 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one copy of the executed offer on the Bid Forms provided, signed and sealed in a closed opaque envelope, clearly identified with bidder's name, project name and Owner's name on the outside.
- C. An abstract summary of submitted bids will be made available to all bidders following bid opening.

6.03 BID INELIGIBILITY

- A. Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, may at the discretion of the Owner, be declared unacceptable.

BID ENCLOSURES/REQUIREMENTS

7.01 PERFORMANCE ASSURANCE

- A. Include the cost of performance assurance bonds on the Bid Form.

7.02 INSURANCE

- A. Provide an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of Contract Documents.

7.03 BID FORM REQUIREMENTS

- A. Complete all requested information in the Bid Form and Appendices.

7.04 ADDITIONAL BID INFORMATION

- A. Submit the following Supplements concurrent with bid submission:
 - 1. Document 00 4323 - Alternates Form: Include the cost variation to the Bid Amount applicable to the Work _____.
- B. Submit the following Supplements 24 hours after bid submission:
 - 1. Document 00 4373 - Proposed Schedule of Values Form identifies the Bid Amount segmented into portions as requested.

7.05 SELECTION AND AWARD OF ALTERNATES

- A. Bids will be evaluated on the total of the base bid price and all of the Alternates. After determination of the successful bidder, consideration will be given to which Alternates will be included in the Work.

OFFER ACCEPTANCE/REJECTION

8.01 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of 90 days after the bid closing date.

8.02 ACCEPTANCE OF OFFER

- A. Owner reserves the right to accept or reject any or all offers.
- B. After acceptance by Owner, Architect on behalf of Owner, will issue to the successful bidder, a written Bid Acceptance.

8.03 HISTORIC SIGNIFICANCE ACKNOWLEDGMENT

- A. THIS PROPERTY HAS BEEN DETERMINED TO POSSESS HISTORIC AND (E.G., ARCHITECTURAL, ENGINEERING, ARTISTIC) SIGNIFICANCE AND IS LISTED IN THE NATIONAL REGISTER OF HISTORIC PLACES. THE CONTRACTOR SHALL RECOGNIZE THAT ALL ASPECTS OF THE PROPERTY MAY POTENTIALLY CONTRIBUTE TO THIS SIGNIFICANCE AND THE CONTRACTOR SHALL NOT JUDGE THE RELATIVE SIGNIFICANCE OF ANY FEATURES NOR THE IMPACT OF ANY OR ALL PROPOSED WORK. THIS RESPONSIBILITY SHALL REST SOLELY WITH THE ARCHITECT. CONSEQUENTLY NO DEVIATIONS FROM THE CONTRACT DOCUMENTS SHALL BE PERFORMED AND NO FEATURES OR MATERIALS SHALL BE ALTERED, REMOVED, REUSED, OR TAKEN FROM THE PREMISES, WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT AS BEING CONSISTENT WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS. ALL WORK SHALL BE CONSISTENT WITH THE SECRETARY OF THE INTERIOR'S STANDARDS FOR THE TREATMENT OF HISTORIC PROPERTIES.

END OF SECTION

SECTION 00 3100
AVAILABLE PROJECT INFORMATION

PART 1 GENERAL

1.01 EXISTING CONDITIONS

- A. Certain information relating to existing surface and subsurface conditions and structures is available to bidders but will not be part of Contract Documents, as follows:
- B. Existing Conditions Survey
 - 1. Original copy is available for inspection at Owner's offices during normal business hours.
 - 2. A link to existing conditions photos can be sent to Bidders upon request.
 - 3. This survey includes a photographic record of existing conditions visible.

1.02 AT&T REPRESENTATIVE CONTACT INFORMATION:

- A. TIM CONNELLY OF AT&T UNY MOBILITY 716-480-9100

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

SECTION 00 4100

BID FORM

THE PROJECT AND THE PARTIES

1.01 TO:

- A. City of Olean Urban Renewal Agency (Owner)
101 North Union St.
Olean, NY 14760

1.02 FOR:

- A. Project: First National Bank of Olean/ Manufacturers Hanover
- B. Architects Project Number: EPF 175510 / 17PR08715
101 North Union St.
Olean, NY 14760

1.03 DATE: _____ (BIDDER TO ENTER DATE)

1.04 SUBMITTED BY: (BIDDER TO ENTER NAME AND ADDRESS)

- A. Bidder's Full Name _____
- 1. Address _____
- 2. City, State, Zip _____

1.05 OFFER

- A. Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Bid Documents prepared by Johnson-Schmidt, Architect, P.C. for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the Sum of:
- B. **Base Bid.** Provide and erect scaffolding work platform. Remove the existing parapet and cornice including structure. Install parapet backup reinforced CMU and all related structural metal system for parapet and cornice. Provide rubber roofing fully adhered to face of masonry wall. Provide permanent flashing as required to transition from vertical block to existing horizontal roofing as to ensure a weather tight seal of a historic building located at 101 North Union St, Olean, NY for a Stipulated Sum contract. Work to be done in accordance with Contract Documents – (As detailed on drawing A-16):

_____ dollars

(\$_____), in lawful money of the United States of America.

B-1. Allowance for the abatement of Asbestos Containing Material (ACM): ACM has been identified with the existing parapet structure. Allowance for the remediation of the ACM. Any non-ACM removal costs shall be included with the lump sum bid amounts for the above listed B work. and below listed C work. **Thirty Thousand_____ dollars**

(\$_____ **30,000** _____), in lawful money of the United States of America

B. Total Base Bid . Parapet Related Work (B + B-1)_

_____ dollars

(\$_____), in lawful money of the United States of America.

- C. **Separate Price #1 FRP parapet and cornice** with integral gutter system and supportive galvanized light gauge framing and sheathing system of historic building located at 101 North Union St, Olean, NY for a Stipulated Sum contract. Work to be done in accordance with Contract Documents – (As detailed on drawing A-16):

_____ dollars

(\$_____), in lawful money of the United States of America.

- D. **Base bid B-** we have included equipment, labor, and materials required for a complete parapet & cornice back-up support system replacement.
- E. **Separate Price #1-** we have included equipment, labor, and materials required for a complete FRP parapet and cornice system.
- J. All **applicable** insurances & bonding as set forth in the front end specifications are included.
- K. Contractor is responsible for all required Building Permits.

1.06 ACCEPTANCE

- A. This offer shall be open to acceptance and is irrevocable for thirty days from the bid closing date.
- B. If this bid is accepted by Owner within the time period stated above, we will:
1. Execute the Agreement within seven days of receipt of Notice of Award.

1.07 CONTRACT TIME

- A. If this Bid is accepted, we will:
- B. Complete the Work in 118 days from Notice to Proceed.

1.08 CHANGES TO THE WORK

- A. When Architect establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee will be:
1. 15% percent overhead and profit on the net cost of our own Work and any and all of our subcontractors' work.;

1.09 ADDENDA

- A. The following Addenda have been received. The modifications to the Bid Documents noted below have been considered and all costs are included in the Bid Sum.
1. Addendum # _____ Dated _____.
 2. Addendum # _____ Dated _____.

1.10 BID FORM SUPPLEMENTS

- A. We agree to submit the following Supplements to Bid Forms within 24 hours after submission of this bid for additional bid information:
1. Document 00 4373 - Proposed Schedule of Values Form identifies the Bid Price/Sum segmented into portions as requested.

1.11 BID FORM SIGNATURE(S)

A. The Corporate Seal of

B. _____

C. (Bidder - print the full name of your firm)

D. was hereunto affixed in the presence of:

E. _____

F. (Authorized signing officer, Title)

END OF SECTION

SECTION 00 5000
CONTRACTING FORMS AND SUPPLEMENTS

PART 1 GENERAL

1.01 AGREEMENT AND CONDITIONS OF THE CONTRACT

- A. The Agreement is based on AIA A101.
- B. The General Conditions are based on AIA A201.

1.02 FORMS

- A. Use the following forms for the specified purposes unless otherwise indicated elsewhere in Contract Documents.

1.03 REFERENCE STANDARDS

- A. AIA A101 - Standard Form of Agreement Between Owner and Contractor where the basis of Payment is a Stipulated Sum; 2017.
- B. AIA A201 - General Conditions of the Contract for Construction; 2017.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 00 5001

NEW YORK STATE FORMS AND SUPPLEMENTS

- 1. REGIONAL COUNCIL AWARD - INCENTIVE PROPOSAL**
- 2. PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBES**
- 3. PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED SDVOBS**
- 4. OCSD-1**
- 5. OCSD-4**
- 6. OCSD-5**
- 7. OCSD-6**
- 8. NONCOLLUSIVE - 2010**
- 9. PROOF OF INSURANCE GUIDE**
- 10. SOLICITATION LOG NCK 1-16-13**
- 11. EEO POLICY STATEMENT**
- 12. FOR PROFIT CONSTRUCTION CCA-2 VRQ**
- 13. GRANTS UTILIZATION PLAN REVISED 2015**
- 14. 2019 REVISED SUPPLEMENTAL BIDDING REQUIREMENTS**
- 15. SAMPLE COMPETITIVE BID TABULATION FORM**
- 16. CONTRACTOR'S SOLICITATION LOG**
- 17. GRANTEE MUST PROVIDE 2019**

END OF SECTION



REGIONAL COUNCIL AWARD – INCENTIVE PROPOSAL

Olean Urban Renewal Agency

June 26, 2019

This **Incentive Proposal** outlines the general terms and conditions of the incentive package being offered by Empire State Development (“ESD”) to the Olean Urban Renewal Authority to assist with its redevelopment and reconstruction project in Olean, Cattaraugus County. This offer is subject to the availability of funds, completion of any applicable (1) non-discrimination and contractor diversity, (2) environmental and historic and (3) smart growth review requirements, approval by the ESD Directors, applicable statutes, and compliance with program requirements.

* The New York State Department of Economic Development and the New York State Urban Development Corporation, d/b/a Empire State Development, are collectively referred to as ESD.

I. GENERAL INFORMATION

- a) **Recipient Name:** Olean Urban Renewal Agency (the “Recipient”)
- b) **Contact Information:** Mr. Charles A. Corcoran, Chairman
Olean Municipal Building
101 East State Street
Olean, NY 14760
Phone: (716) 376-5615
Fax: (716) 373-4906
- c) **Project Location(s):** Manufacturers Hanover Bank Building:
101 & 107 North Union Street
110 & 116 West State Street
Olean, NY 14760
- d) **Type of Business:** Public Benefits Corporation

II. PROJECT SPECIFICS

- a) **Project Description:** Emergency roof repairs and building stabilization of the former Manufacturers Hanover Bank Building in Olean’s central business district.
- b) **Estimated Schedule:** Begin: December 19, 2012
Complete: December 2019
Estimated ESD Directors’ Approval: February 2020

III. PROJECT BUDGET

You have informed us that the following costs will be incurred to complete this project. It is understood that these costs are estimates, based on the best information available to date. If these figures change, please inform your ESD contact as soon as possible.

Emergency Roof Repairs & Building Stabilization:	<u>\$700,000</u>
Total Estimated Cost:	\$700,000

IV. ESD INCENTIVES

Regional Council Capital Fund – Capital Grant – Project #132,923

- a) **Amount:** \$200,000
- b) **Use of Funds:** Reimbursement for a portion of roof repairs and building stabilization.
- c) **Requirements:** Funds will be disbursed in lump sum upon project completion, as described in Sections II and III above and as evidenced by documentation verifying project expenditures of at least \$700,000 in roof repairs, building stabilization and/or other documentation verifying project completion as ESD may require.

All disbursements require compliance with program requirements and must be requested by no later than April 1, 2021. Expenditures incurred prior to written acceptance of the initial Incentive Proposal, December 19, 2012, are not eligible project costs and cannot be reimbursed by grant funds.

The Grant is being offered in connection with the project as described in the CFA and that funds will only be made available for projects that are undertaken as described in the CFA, except as expressly authorized by ESD.

- d) **Financial Disclosure:** Financial disclosure, consisting of three years of audited financials or three years of tax returns plus interim financials if the most recent financial report is older than six months, on Recipient and all corporate and personal guarantors acceptable to ESD must be provided prior to ESD Directors' approval.
- e) **Labor Peace:** Projects having a hotel as a principal function and more than 15 employees are required to demonstrate compliance with Section 2879-b of Public Authorities Law regarding labor peace. Please see Attachment 1, which is part of this Incentive Proposal.

PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED MWBEs

ESD is required to comply with and implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

Approval of funding by ESD, a public benefit corporation of the State of New York, is conditioned upon and subject to the following requirements:

- a) Recipient agrees to fully comply and cooperate with ESD in the implementation of New York State Executive Law Article 15-A. These requirements include contracting opportunities for *New York State certified* Minority-owned Business Enterprises (“MBEs”) and Women-owned Business Enterprises (“WBEs”), collectively MWBEs.
- b) For purposes of this project, ESD hereby establishes the following MWBE participation requirements:

Overall MWBE Participation Requirement: 30% (totaling no less than \$60,000)

- c) For purposes of providing meaningful participation by MWBEs on the project and achieving the project goals established herein, Recipient should reference the directory of New York State certified MWBEs found at the following internet address:

<https://ny.newnycontracts.com>

Additionally, Recipient may contact ESD’s Office of Contractor and Supplier Diversity (“OCSD”) to discuss additional methods of maximizing participation by MWBEs on the project.

- d) Recipient is required to submit a completed Non-Discrimination and Equal Employment Opportunity Policy Agreement (Form OCSD-1) prior to the first disbursement.
- e) For all incentives the Recipient and any contractors or sub-contractors are required to provide to OCSD (i) an MWBE Staffing Plan (Form OCSD-2) prior to the first disbursement, where ESD’s effective contribution is equal to or greater than \$250,000, and (ii) Workforce Utilization Reports (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. If the first disbursement is also the final disbursement, the Recipient may submit only the final Workforce Utilization Report. Workforce Utilization Reports must be submitted to OCSD via email in, **excel format only**, to geraldine.ford@esd.ny.gov.

The Recipient shall also require each of its sub-contractors to submit a Workforce Utilization Report (Form OCSD-3) on a monthly basis, for construction contracts in excess of \$100,000, or quarterly basis, for services and commodities contracts in excess of \$25,000, until the final disbursement of project funds. The Workforce Utilization Report must be sent by email in excel format only to ESD.

- f) Recipient is required to submit an MWBE Utilization Plan (Form OCSD-4) no later than ten (10) days after the execution of this Incentive Proposal.
 - If additional time is required to prepare an acceptable and effective MWBE Utilization Plan, the Recipient may submit a written extension request to OCSD or the assigned OCSD Project Manager. The extension request must explain why additional time is needed and provide an estimated date of submission for the MWBE Utilization Plan.
 - Any modifications or changes to the MWBE Utilization Plan after the execution of this Incentive Proposal and during the performance of the project must be reported on a revised MWBE Utilization Plan and submitted to OCSD for approval.
- g) ESD will review the submitted MWBE Utilization Plan and advise the Recipient of acceptance or issue a Notice of Deficiency within twenty (20) days of receipt.
- h) If a notice of deficiency is issued, Recipient agrees that it shall respond to the Notice of Deficiency within seven (7) business days of receipt by submitting to OCSD a written remedy in response to the Notice of Deficiency. If the written remedy that is submitted is not timely or is found by ESD to be inadequate, ESD shall notify the Recipient and direct the Recipient to submit, within five (5) business days, a request for a partial or total waiver of MWBE participation goals (Form OCSD-5, Waiver Request). Failure to file the Waiver Request in a timely manner may result in a finding that Recipient has intentionally or willfully failed to comply with the requirements of New York State Executive Law Article 15-A and the MWBE provisions outlined herein.
- i) ESD may find that Recipient has willfully or intentionally failed to meet the MWBE project requirements under the following circumstances:
 - 1. If a Recipient fails to submit an MWBE Utilization Plan;
 - 2. If a Recipient fails to submit a written remedy to a Notice of Deficiency;
 - 3. If a Recipient fails to submit a request for waiver; or
 - 4. If ESD determines that the Recipient has failed to document "Good Faith Efforts."
- j) Recipient shall attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the project. Requests for a partial or total waiver of established goal requirements made subsequent to the execution of the Incentive Proposal may be made at any time during the term of the project to ESD, but must be made no later than prior to the submission of a request for final payment on the project.
- k) Recipient is required to submit a periodic MWBE Compliance & Payment Report to OCSD by the 10th day following either the end of each (i) month, for construction contracts in excess of

\$100,000, or (ii) quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the MWBE project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The New York State Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and sub-vendors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. Payment information and confirmation must be submitted by the 10th day following the end of each month or quarter, as applicable. For additional information regarding this process, please contact OCSD.

Periodic compliance and payment reports may also be completed manually (Form OCSD-6, MWBE Compliance & Payment Report) and submitted to OCSD or the assigned OCSD Project Manager.

- l) "Good Faith Efforts" is the standard applied to the MWBE participation requirements in all applicable ESD incentives. Recipients shall adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include MWBE participation in all categories where MWBE participation potential exists. In order for OCSD to evaluate "Good Faith Efforts", Recipients must maintain detailed records of its efforts to include MWBEs in the performance of the project.

For additional details regarding "Good Faith Efforts," please review 5 NYCRR §142.8 (MWBE Rules and Regulations), available at:

http://esd.ny.gov/MWBE/Data/OFFICIAL_COMPILATION_OF_MWBEREGS.pdf

- m) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Recipient must document "Good Faith Efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the project. The Recipient acknowledges that if Recipient is found to have willfully and intentionally failed to comply with the MWBE participation goals and requirements set forth herein, such a finding may result in the recapture of grant proceeds. Such MWBE Recapture may be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Recipient achieved the MWBE project goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the project.
- n) Recipient's demonstration of Good Faith Efforts shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, other applicable federal, state or local laws.

Any questions relating to the MWBE requirements stated herein may be directed to OCSD at geraldine.ford@esd.ny.gov. Recipient may also address any inquiries relating to the above MWBE requirements to the respective OCSD Project Manager.

Forms OCSD-1 through OCSD-6 may be completed by hand, or fillable Word versions are available upon request. Documents relating to MWBE requirements outlined herein must be provided to OCSD in one of the following ways:

1. In an email to geraldine.ford@esd.ny.gov;
2. Through the New York State Contract System (<https://ny.newnycontracts.com>); or
3. By postal mail, addressed to:
Empire State Development
Office of Contactor & Supplier Diversity
633 Third Avenue, 35th Floor
New York, NY 10017

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.

PARTICIPATION REQUIREMENTS FOR NEW YORK STATE CERTIFIED SDVOBs

It is the policy of ESD to comply with and implement the provisions of New York State Executive Law Article 17-B and 9 NYCRR Part 252 (SDVOB Regulations) for all State contracts, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

For purposes of this project, the Grantee is encouraged to solicit and utilize NYS certified Service Disabled Veteran-owned Businesses ("SDVOBs") for any contractual opportunities generated in connection with the project.

- a) For purposes of providing meaningful participation by SDVOBs on the project, Recipient should reference the directory of New York State certified SDVOBs found at the following internet address: <https://online.ogs.ny.gov/SDVOB/search>

Additionally, Recipient may contact ESD's Office of Contractor and Supplier Diversity ("OCSD") to discuss additional methods of maximizing participation by SDVOBs on the project.

- b) If NYS-certified SDVOB firms are utilized in the grant, Recipient is to provide a Utilization Plan to report on expected utilization (Form OCSD-4).
- c) Recipient is then required to submit a periodic SDVOB Compliance and Payment Report to OCSD by the 10th day following each end of month, for construction contracts in excess of \$100,000, or quarter, for services and commodities contracts in excess of \$25,000, over the term of the project documenting the progress made toward achievement of the project goals.

Periodic compliance and payment reports may be submitted electronically through the New York State Contract System, found at <https://ny.newnycontracts.com>. The Contract System provides automated electronic alerts to the Recipient and any identified sub-contractors and allows for the electronic reporting and confirmation of the relevant data by all tiers of identified subcontractors. For additional information regarding this process, please contact OCSD. Compliance and payment reports may also be completed manually (Form OCSD-6) and submitted to the assigned OCSD Project Manager.

"Good Faith Efforts" is the standard applied to the SDVOB participation requirement in all applicable ESD incentives. As SDVOB utilization is encouraged, rather than required, for this project, Recipients are encouraged to adhere to this standard and ensure that proactive and ongoing efforts are made throughout the length of the project to include SDVOB participation in all categories where SDVOB participation potential exists. For additional details regarding Good Faith Efforts, please review section 252.2(m) of NYCRR 9 (SDVOB Rules and Regulations), found at: <https://ogs.ny.gov/Veterans/>

Any questions relating to the SDVOB requirements stated herein may be directed to ESD's Office of Contractor and Supplier Diversity at geraldine.ford@esd.ny.gov or to the assigned OCSD Project Manager.

All communications to OCSD must clearly identify the ESD project number and provide pertinent details.



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

I, _____ (CONTRACTOR OR GRANT REPRESENTATIVE),
the _____ (GRANTEE/COMPANY NAME)

agree to adopt the following policies with respect to the project being developed or services rendered at

NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY POLICY

- (a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status...
(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination...
(c) At the request of the ESD, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status...
(d) Organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions...
(e) The organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with this contract.

MWBE PARTICIPATION (MWBE)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

- (2) Request a list of State-certified M/WBEs from ESD's Office of Contractor and Supplier Diversity ("OCSD") and solicit bids from the listed vendors directly. OCSD may be reached via email at OCSD@ESD.NY.GOV.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by M/WBEs and encourage the formation of joint venture and other partnerships among M/WBE contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that progress payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage M/WBE participation.

SDVOB PARTICIPATION (SDVOB)

This organization will and will cause its contractors and subcontractors to take good faith actions to achieve the SDVOB contract participation goals set by the State for that area in which the State-funded project is located, by taking the following steps:

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified SDVOBs, including solicitations to contractor associations.
- (2) Request a list of State-certified SDVOBs from ESD's Office of Contractor and Supplier Diversity ("OCSD") and solicit bids from the listed vendors directly. OCSD may be reached via email at OCSD@ESD.NY.GOV.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective SDVOBs.
- (4) Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs and encourage the formation of joint venture and other partnerships among SDVOB contractors to enhance their participation.
- (5) Document and maintain records of bid solicitation, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.
- (6) Ensure that progress payments to SDVOBs are made on a timely basis so that undue financial hardship is avoided, and that bonding and other credit requirements are waived or appropriate alternatives developed to encourage SDVOB participation.

Agreed on this _____ day of _____ 20_____.

By: _____
(SIGNATURE)

Print Name: _____

Title:



OCSD-1 M/WBE AND SDVOB PARTICIPATION / EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Minority & Women-owned Business Enterprise-Equal Employment Opportunity Liaison

_____ (name of designated contractor/grantee liaison) is designated as the Minority and Women-owned Business Enterprise Liaison responsible for administering the Minority and Women-owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

M/WBE Contract Goals

EEO Contract Goals

_____% Minority Business Enterprise Participation

NOT APPLICABLE % Minority Labor Force Participation

_____% Women's Business Enterprise Participation

NOT APPLICABLE % Female Labor Force Participation

_____% TOTAL/OVERALL M/WBE Participation Goal

SDVOB Contract Goals

_____% Service Disabled Veteran Business Participation

(Signature of Contractor's Authorized Representative)

- *Name: _____
- *Company: _____
- *Title: _____
- *Phone: _____
- *Fax: _____
- *Address: _____



**Empire State
Development**

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY
MWBE AND SDVOB UTILIZATION PLAN

OCSD-4

INSTRUCTIONS: This form must be submitted with any bid, proposal, or proposed negotiated contract or within a reasonable time thereafter, but prior to contract award. This MWBE and SDVOB Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority and Women-owned Business Enterprise (M/WBE) and/or Service Disabled Veteran Owned Business (SDVOB) under the contract. Attach additional sheets if necessary.

* indicates mandatory fields

*Contractor Name: _____ Address: _____
 *Representative Name: _____ Town, State & Zip: _____
 *Phone: _____ *ESD Contract/Project Number: _____
 *Fax: _____ RFP/RFQ/Solicitation Number: _____
 *Email: _____ *MWBE Goal: MBE _____ % + WBE _____ % = MWBE GOAL _____ %
 *Total Dollar Value of Contract/Grant: \$ _____ *SDVOB Goal: _____ %

1. * Certified MWBE or SDVOB Firm Name, Contact Person's Name, Address, Phone and Email.	2. * Check All That Apply	3. * Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary, Attach Contract if available)	5. Dollar Value of Contract (if unavailable or yet undetermined, indicate \$1)
A.	NYS CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			
B.	NYS CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB			



Empire State Development

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-4

MWBE AND SDVOB UTILIZATION PLAN

6. If unable to fully meet the MWBE and/or SDVOB goals set forth in the contract, the Contractor must submit a Waiver Request form, which may be obtained from the Office of Contractor and Supplier Diversity, at OCSD@ESD.NY.GOV.

PREPARED BY (Signature): _____ DATE: _____

Preparer's Name (Print or Type): _____

Preparer's Title: _____

Date: _____

SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE MWBE AND SDVOB REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW ARTICLES 15-A AND 17-B, 5 NYCRR PART 143, 9 NYCRR PART 252, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND POSSIBLE TERMINATION OF YOUR CONTRACT.

The MWBE Certification status of the firms listed on this form MUST be verified using the New York State Contract System's Directory of Certified Minority and Women-owned Business Enterprises.

This directory is available at <https://ny.newnycontracts.com>.

The SDVOB Certification status of the firms listed on this form MUST be verified using the Directory of New York State Certified Service-Disabled Veteran-Owned Businesses.

This directory is available at <https://online.ogs.ny.gov/SDVOB/search>.

TELEPHONE NO.: _____ EMAIL ADDRESS: _____

**** FOR OCSD USE ONLY ****

REVIEWED BY: _____ DATE: _____

UTILIZATION PLAN APPROVED?

YES NO Date: _____

Contract No.:

Project No. (if applicable):

Contract Award Date:

Estimated Date of Completion:

Amount Obligated Under the Contract:

Description of Work:

NOTICE OF DEFICIENCY ISSUED?

YES NO Date of Issue: _____

NOTICE OF ACCEPTANCE ISSUED?

YES NO Date of Issue: _____



Request for Waiver	
Grantee / Contractor Name:	Fed ID No.:
Full Address:	Contract / Project Number:
Project Details (Project Name, Project Location):	Have you Previously submitted a Waiver Request? (YES/NO)
Current Contract Value:	MWBE Goal: MBE % + WBE % Overall MWBE Goal: % SDVOB Goal: %
<p>By submitting this form and the required information, the Contractor certifies that every "Good Faith Effort" has been taken to promote MWBE and SDVOB participation pursuant to the MWBE and SDVOB requirements set forth under the contract. Review <u>5 NYCRR § 142.8</u> and <u>9 NYCRR § 252</u>, Contractor's Good Faith Efforts, for the precise definition of "Good Faith Effort." Failure to adequately demonstrate Good Faith Efforts will result in a denial of your Waiver Request. It is the Contractor's responsibility to ensure that adequate, clear and complete information is presented to the Office of Contractor and Supplier Diversity ("OCSD").</p>	
<p>*UTILIZATION VALUE MET:</p> <p>MBE: \$ _____ WBE: \$ _____ SDVOB: \$ _____</p>	
<p>*CONTRACTOR IS REQUESTING :</p> <p>1. <input type="checkbox"/> MBE Waiver – A waiver of the MBE Goal for this procurement is requested. REQUESTED MBE GOAL: _____ %</p> <p>2. <input type="checkbox"/> WBE Waiver – A waiver of the WBE Goal for this procurement is requested. REQUESTED WBE GOAL: _____ %</p> <p>3. <input type="checkbox"/> OVERALL MWBE Waiver – A waiver of the MWBE Goal for this procurement is requested. REQUESTED MWBE GOAL: _____ %</p> <p>4. <input type="checkbox"/> SDVOB Waiver – A waiver of SDVOB Participation Goal for this procurement is requested. REQUESTED SDVOB GOAL: _____ %</p>	
<p>PREPARED BY (Signature): _____ Date: _____</p> <p>SUBMISSION OF THIS FORM CONSTITUTES THE CONTRACTOR'S ACKNOWLEDGEMENT AND AGREEMENT THAT IT HAS MADE GOOD FAITH EFFORTS, PURSUANT TO 5 NYCRR §142.8 AND/OR 9 NYCRR §252, TO INCLUDE THE PARTICIPATION OF NEW YORK STATE CERTIFIED MINORITY AND WOMEN OWNED BUSINESSES AND SERVICE DISABLED VETERAN OWNED BUSINESSES IN THE ABOVE PROJECT OR CONTRACT. CONTRACTOR HEREBY AGREES TO PROVIDE ANY AND ALL RELEVANT DOCUMENTATION IN SUPPORT OF THE DEMONSTRATION OF ITS GOOD FAITH EFFORTS AND ACKNOWLEDGES THAT IT HAS PROVIDED WITH THIS WAIVER REQUEST ALL AVAILABLE DOCUMENTATION SUPPORTING ITS GOOD FAITH EFFORTS.</p>	
*Name and Title of Preparer:	*Telephone Number:
*Email:	



Contractor's Good Faith Efforts

- (a) Contractors must document their good faith efforts toward utilizing certified firms, including but not limited to, those identified within a utilization plan. Such documented efforts, shall include, at a minimum:
- (1) Copies of its solicitations of certified firms enterprises and any responses thereto;
 - (2) If responses to the contractor's solicitations were received, but a certified firm was not selected, the specific reasons that such firm was not selected;
 - (3) Copies of any advertisements for participation by certified firms timely published in appropriate general circulation, trade, MWBE and SDVOB oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
 - (4) The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by the State agency awarding the State contract, with certified firms enterprises which the State agency determined were capable of performing the State contract scope of work for the purpose of fulfilling the contract participation goals;
 - (5) Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified firms.
- (b) In addition to the information provided by the contractor in subdivision (a) above, the State agency may also consider the following to determine whether the contractor has demonstrated good faith efforts:
- (1) where applicable, whether the contractor submitted an amended utilization plan consistent with the subcontract or supplier opportunities in the contract;
 - (2) the number of certified firms in the region listed in the directory of certified businesses that could, in the judgment of the State agency, perform work required by the State contract scope of work;
 - (3) the actions taken by the contractor to contact and assess the ability of certified firms located outside of the region in which the State contract scope of work is to be performed to participate on the State contract;
 - (4) whether the contractor provided relevant plans, specifications or terms and conditions to certified firms sufficiently in advance to enable them to prepare an informed response to a contractor request for participation as a subcontractor or supplier;
 - (5) the terms and conditions of any subcontract or provision of suppliers offered to certified firms and a comparison of such terms and conditions with those offered in the ordinary course of the contractor's business and to other subcontractors or suppliers of the contractor;
 - (6) whether the contractor offered to make up any inability to comply with the certified firms goals in the subject State contract in other State contracts being performed or awarded to the contractor;
 - (7) the extent to which contractor's own actions, including but not limited to, any failure by contractor to discharge contractor's duties pursuant to this Part, Articles 15-A or 17-B of the Executive Law, contributed to contractor's inability to meet the maximum feasible portion of the contract goals;
 - (8) whether the contractor knowingly utilized one or more certified firms, in the performance of the subject State contract, that contractor knew or reasonably should have known could not perform a commercially useful function.



- (9) whether the contractor submitted compliance reports, which identified certified firms that contractor knew or reasonably should have known did not perform a commercially useful function on a State contract on which goals were assigned. and
- (10) any other information that is relevant or appropriate to determining whether the contractor has demonstrated a good faith effort.

<p>Submit with the bid or proposal or if submitting after award submit to:</p> <p>Empire State Development Office of Contractor and Supplier Diversity 633 Third Avenue, 35th Floor New York, New York 10017</p>	***** FOR OCSD USE ONLY *****	
	REVIEWED BY:	DATE:
	<p>Waiver Granted: <input type="checkbox"/> YES MBE: <input type="checkbox"/> WBE: <input type="checkbox"/> SDVOB: <input type="checkbox"/></p> <p><input type="checkbox"/> Total Waiver <input type="checkbox"/> Partial Waiver</p> <p><input type="checkbox"/> *Conditional <input type="checkbox"/> Notice of Deficiency Issued _____</p> <p>* Comments:</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	



**Empire State
Development**

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-6

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

CONTRACTOR/GRANTEE: _____
 ADDRESS: _____
 TOWN/COUNTY/ZIP: _____
 CONTACT PERSON: _____
 TELEPHONE: _____
 EMAIL: _____

ESD OCSD REPRESENTATIVE: _____
 CONTRACT/PROJECT NAME: _____
 CONTRACT/PROJECT #: _____
 PROJECT START DATE: _____
 PERCENT COMPLETE: _____
 ACTUAL COMPLETION DATE: _____

REPORTING PERIOD: Monthly for the Month of: _____
 Quarterly (Check Applicable):
 Quarter 1 (4/1-6/30) | Quarter 2 (7/1-9/30) | Quarter 3 (10/1-12/31) | Quarter 4 (1/1-3/31)

Attach MWBE and SDVOB executed contracts, final lien waivers and cancelled checks as proof of payment to the identified MWBEs and SDVOBs.
 • This report should be completed and signed by an officer of the Reporting Company. Attach additional sheets if necessary.

PRIME CONTRACTOR, if different from above (Name, Address, Contact Person, Title and Phone # with area code)	PRIME CONTRACT AMOUNT	MWBE or SDVOB SUBCONTRACTOR (Name, Address, Contact Person, Title and Phone # with area code)	CERTIFICATION (Check One) NYS <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB	DESCRIPTION OF SERVICES	CONTRACT AMOUNT	PAYMENTS PREVIOUSLY REPORTED	PAYMENTS ON CURRENT REPORT	TOTAL PAYMENTS TO DATE
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$
	\$		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> SDVOB		\$	\$	\$	\$

CERTIFICATION: I, _____ (Print Name), the _____ (Title) of the Reporting Company above, do certify that (i) I have read this Compliance Report and (ii) to the best of my knowledge, information and belief, the information contained herein is complete and accurate.

SIGNATURE: _____ DATE: _____
 Submission of this form constitutes the Contractor's acknowledgement as to the accuracy of the information contained herein. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, suspension and/or termination of the Contract.



**Empire State
Development**

OFFICE OF CONTRACTOR AND SUPPLIER DIVERSITY

OCSD-6

MWBE AND SDVOB COMPLIANCE AND PAYMENT REPORT

SUBMIT REPORT TO: Office of Contractor and Supplier Diversity
Empire State Development
633 Third Avenue, 35th Floor
New York, NY 10017

Completed forms may be emailed directly to OCSD at ocsd@esd.ny.gov. All email submissions must include the name and contact information of the individual or firm submitting the information.

QUESTIONS? Please contact the OCSD's Project Managers or email the office at ocsd@esd.ny.gov.

Danah Alexander (212) 803-3244 Danah.Alexander@esd.ny.gov	Geraldine Ford (716) 846-8205 Geraldine.Ford@esd.ny.gov	Denise Ross (212) 803-3226 Denise.Ross@esd.ny.gov	Edwina Telemaque (212) 803-3109 Edwina.Telemaque@esd.ny.gov	Jazmin Thomas (212) 803-3571 Jazmin.Thomas@esd.ny.gov
North Country Mohawk Valley Brooklyn, Bronx Queens and Long Island ESD Subsidiaries – AYCDC, HCDC, MSDC	Finger Lakes Western New York ESD Subsidiaries – ECHDC, USA Niagara	Capital District Mid-Hudson Manhattan Staten Island	DED Procurement Contracts Central NY Southern Tier	ESD Procurement Contracts ESD Subsidiaries – CCDC, QWDC

R E G I O N S :

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW**

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

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

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

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

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME

LEGAL RESIDENCE

President:

Secretary:

Treasurer:

President:

Secretary:

Treasurer:

Exhibit 1 Non-Collusive Bidding Certification-3

Identifying Data

Potential Contractor _____

Address _____

Street

City, Town, etc.

Telephone _____

Title _____

If applicable, Responsible Corporate Officer

Name _____

Title _____

Signature _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____

Name

Name

Title

Title

Address _____

Street

Address _____

Street

City

State

City

State

New York State Workers' Compensation Board

Prove It to Move It Program

December, 2011



For questions, please

- Call (518) 486-6307, or
- Visit www.wcb.ny.gov , or
- e-mail: Certificates@wcb.ny.gov.

Prove It to Move It

A publication of the New York State Workers' Compensation Board

Businesses and other parties applying for a government permit, license or contract must prove compliance with New York state workers' compensation and disability benefits requirements. This manual explains the forms and processes necessary to move those applications through the process, and to stay in compliance with the law.

This document is solely provided for informational purposes. Only the New York State Workers' Compensation Board is authorized to determine entitlement to benefits, based on its application of the law to the specific facts of a case.

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The Prove It to Move It Program

Workers' compensation law (WCL) requires the heads of all municipal and state entities to ensure that businesses applying for permits, licenses, or contracts carry workers' compensation and disability benefits insurance. This requirement applies to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract.

Verification of insurance is necessary to ensure benefits are available, should workers get injured. It also levels the playing field for honest businesses, because they are less likely to be undercut by unscrupulous employers who gain a cost advantage by not carrying insurance. Enforcing these provisions of the law contribute to the betterment of New York's economic climate. Municipal and state agency cooperation is a critical component of encouraging business compliance.

This instruction manual, *Prove It to Move It*, will further clarify the requirements. Under the Prove It to Move It program, applicants must prove compliance with NYS workers' compensation and disability benefits requirements to move their government permit, license or contract along the approval process. This program reflects requirements under Workers' Compensation Law §57 and §220(8), and General Municipal Law §125. **The *Prove It to Move It* instruction manual formally names the program that has been in place, by statute, since 1922. Nothing has changed in enforcing this program since the last instruction manual was issued in December, 2008.** However, based on requests from government agencies, this manual reflects more comprehensive instructions on the program's requirements.

Government officials without access to the web may call (518) 486-6307 to have a copy of this instruction manual mailed to them.

Also included in the instruction manual is a copy of General Municipal Law Section 125, which requires all applicants to provide proof of workers' compensation compliance when applying for a Building Permit.

Form CE-200 – Affidavit of Exemption

Form [CE-200](#) reflects the process for granting exemptions from workers' compensation and disability benefits insurance coverage requirements.

Applicants eligible for exemptions must file a new CE-200 **for each and every new or renewed permit, license or contract** issued by a government agency. Each CE-200 will specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant. Applicants for building permits will also need to supply additional information including identifying the specific job location and the estimated cost of the project.

Please ensure that Form CE-200 is signed and dated by the applicant and that your specific governmental agency is listed. **CE-200 forms are ONLY valid for the government agency listed on Form CE-200.**

The reason that a business is exempt from workers' compensation and/or disability benefits will be clearly stated on Form CE-200. Based on their knowledge of the applicant's business, government agencies must verify that the business is eligible for the workers' compensation and/or disability benefits exemption reason described on the CE-200, and notify the Board's investigative staff if there are discrepancies. Phone numbers for Board investigative staff are located on page 10 of the instruction manual.

Each CE-200 will have a certificate number printed on it. You can verify if the CE-200 provided to you by the applicant was actually issued by the Workers' Compensation Board's computer system by checking on the Board's website at the following URL:
http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/verifyCE200Overview.jsp .

The majority of CE-200 forms will be processed electronically. Applicants will be able to fill out the CE-200 on-line and upon completion, immediately print out a copy of the CE-200 that they will then submit to the government agency issuing the permit, license or contract. Computers with internet access are available for CE-200 electronic application processing at Customer Service Centers located in Workers' Compensation Board Offices across the state. Applicants without access to a computer may obtain a paper application by writing or visiting any Workers' Compensation Board district office, or by calling 866-298-7830. **Applicants are strongly encouraged to use the Board's electronic web program. They can receive their Form CE-200 immediately, whereas manual paper filing may take up to four weeks to process.**

Please see pages 11-14 for more information on Form CE-200.

Other Important Highlights of the Prove It to Move It Program

An instruction sheet on page 6 of the instruction manual may be copied by municipal and state agencies as an insert in their application packages for government issued permits, licenses or contracts. This sheet describes all the required forms of this program and where applicants may obtain these forms.

*Please note that ACORD forms are **NOT** acceptable proof of New York State workers' compensation or disability benefits insurance coverage.*

This manual identifies the specific forms that government agencies can accept to enforce these sections of the Workers' Compensation Law and where applicants may obtain those forms. **No other forms are acceptable as proof of compliance** with New York State workers' compensation or disability benefits.

Please ensure that the legal entity name and the Federal Employer Identification Number (FEIN) on certificates of insurance, self-insurance, or attestation for exemption exactly matches the legal entity name and FEIN of the applicant applying for the permit, license or contract that you are issuing.

Form BP-1, found on page 30, is the only form that municipal and state agencies may now reproduce themselves and distribute as part of this process.

Please notify the permit-issuing, license-issuing and contract-making agencies or departments within your jurisdiction of these requirements so that they may comply with the Workers' Compensation Law. If you have any questions or require additional information, please call the Board at (518) 486-6307.

Workers' Compensation Requirements under Workers' Compensation Law §57

To comply with coverage provisions of the Workers' Compensation Law (WCL), businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer; or
- d) participate in an authorized group self-insurance plan.

To assist State and municipal entities in enforcing WCL Section 57, businesses requesting permits or licenses, or seeking to enter into contracts **MUST provide ONE** of the following forms to the government entity issuing the permit or entering into a contract:

A) Form [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;

Form CE-200 can be filled out electronically on the Board's website, www.wcb.ny.gov. Click on the button entitled "WC/DB Exemptions Form CE-200" (In bright yellow letters). Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application for the CE-200 by writing or visiting the Customer Service Center at any district office of the Workers' Compensation Board. Applicants using the manual process may wait up to four weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; or

B) Form [C-105.2](#), *Certificate of Workers' Compensation Insurance* (the business's insurance carrier will send this form to the government entity upon request). **Please Note:** The State Insurance Fund provides its own version of this form, the [U-26.3](#); or

C) Form [SI-12](#), *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), or [GSI-105.2](#), *Certificate of Participation in Worker's Compensation Group Self-Insurance* (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).

Disability Benefits Requirements under Workers' Compensation Law §220(8)

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- a) be legally exempt from obtaining disability benefits insurance coverage; or
- b) obtain such coverage from insurance carriers; or
- c) be a Board-approved self-insured employer.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220(8), businesses requesting permits or licenses, or seeking to enter into contracts **must** provide one of the following forms to the entity issuing the permit or entering into a contract:

A) [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage* (see above);

B) [DB-120.1](#), *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) [DB-155](#), *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

NYS Agencies Acceptable Proof: Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from NYS disability benefits.

Please note that **for building permits only**, certain homeowners of 1, 2, 3 or 4 family owner-occupied residences serving as their own General Contractor may be eligible to file Form [BP-1](#) (The homeowner obtains this form from either the Building Department or on the Board's website, <http://www.wcb.ny.gov/content/main/forms/bp-1.pdf>)

WORKERS' COMPENSATION REQUIREMENTS

WCL §57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

DISABILITY REQUIREMENTS

WCL §220. Subd. 8

- (a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.
- (b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits for all employees has been secured as provided by this article.

Identifying an Independent Contractor

For purposes of compliance with Workers' Compensation Law Section 57, an individual or legal entity MUST obtain and work under his/her/its own government issued operating permit, contract or authority to be an independent contractor.

Example 1 -- A trucking company is getting a government contract. The drivers of the trucks that the trucking company is using to fulfill the contract are NOT independent contractors. If the drivers were truly independent, each driver would be contracting separately with the government agency. In this example, the business hiring the drivers **CAN NOT** submit a CE-200 exemption form. (See page 11.)

Example 2 – A municipality is issuing one building permit for a job site. **For purposes of Workers' Compensation Law Section 57**, individuals or other businesses hired by the contractor to perform work on that jobsite are NOT independent contractors but rather subcontractors. In this example, the contractor hiring the subcontractors **CAN NOT** submit a CE-200 exemption form. (See page 11.)

Example 3 -- A municipality is issuing a building permit and a separate electrical permit for a job site. The contractor getting the building permit is a sole proprietor doing all the work on the jobsite himself except for the electrical work. When a municipality issues separate building permits and electrical permits, **for purposes of Workers' Compensation Law Section 57**, a general contractor obtaining the building permit does not have to count the electrician as a subcontractor since the electrician is working under his/her own operating authority and is thereby, an independent contractor. In this example, the sole proprietor **CAN** submit a CE-200 exemption form since the electrician is a true independent contractor and not a subcontractor. (See page 11.)

Workers' Compensation and Disability Benefits Coverage Requirements for Members of Religious Organizations

If an enterprise is not owned by a religious organization itself, but instead is owned by an individual, partnership, corporation etc., then the enterprise must abide by the regular New York State coverage requirements for workers' compensation and disability benefits insurance.

In other words, if someone owns a business, it doesn't matter if he/she is Amish, Buddhist, Catholic, Christian Scientist, Hindu, Jehovah Witness, Jewish, Mennonite, Mormon, Muslim, Protestant, or a member of any other religion: regular New York State coverage requirements for workers' compensation and disability benefits insurance apply to that business. Further, the private business is **not** covered by either the church's insurance or a declaration by the church that its members are self-insured.

Workers' Compensation Coverage Requirements for Religious Organizations

Workers' compensation insurance coverage is not required for a religious organization that only pays its clergy (including sextons), and/or teachers, and/or individuals providing non-manual labor.

To be exempt, clergy must only perform religious duties, and the teachers must only perform teaching duties. Manual labor includes, but is not limited to, tasks such as filing; carrying materials (e.g.,

Prove It to Move It

pamphlets, binders, or books); cleaning such as dusting or vacuuming; playing musical instruments; moving furniture; shoveling snow; mowing lawns; and construction of any sort.

Workers' compensation insurance is also not required for people receiving charitable aid from a religious or charitable institution (Section 501(c)(3) under the IRS tax code) who perform work in return for that aid and who are not under any express contract of hire, and certain persons receiving rehabilitation services in a sheltered workshop.

A religious organization is a nonprofit (Section 501(c)(3) under the IRS tax code) and as such does not require New York State workers' compensation insurance coverage as long as its members are volunteering their services on activities or enterprises that benefit only that religious organization. For example, volunteering in a religiously owned store – a store owned by the religious community itself, NOT someone who is a member of that religion. Another example is parishioners volunteering their services to build a picnic shelter for their church.

Volunteers cannot receive compensation including stipends, room and board, and other “perks” that have monetary value. Money used solely to offset expenses incurred while performing activities for the nonprofit is not counted as stipends.

A religious organization that meets these exemption requirements can obtain a government issued permit, license or contract by completing and submitting form CE-200. If a religious organization does not meet the exemption requirements, it must provide proof of coverage on the approved forms in this manual.

For more information, see *The Employers Handbook*, available at:

<http://www.wcb.ny.gov/content/main/Employers/EmployerHandbook.pdf>

STATE & MUNICIPAL AGENCY COMPLIANCE WITH WCL §57

Section 57: Restriction on Issue of Permits and the Entering of Contracts unless Compensation Is Secured

Section 57 of the WCL requires the heads of all state and municipal entities, prior to issuing any permits, licenses or entering into contracts, to ensure that businesses applying for those permits, licenses or entering into contracts have appropriate workers' compensation insurance coverage. This requirement applies to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract.

To comply with coverage provisions of the WCL, businesses must:

- a) be legally exempt from obtaining workers' compensation insurance coverage; **or**
- b) obtain such coverage from insurance carriers; **or**
- c) be a Board-approved self-insured employer
- d) participate in an authorized group self-insurance plan.

To assist state and municipal entities in enforcing WCL Section 57, businesses requesting permits or seeking to enter into contracts **must** provide one of the following forms to the government entity issuing the permit or entering into a contract:

- a) [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*;
- b) [C-105.2](#), *Certificate of Workers' Compensation Insurance*. An insurance carrier will send this form to the government entity upon request. **NOTE:** The State Insurance Fund provides its own version of this form, the [U-26.3](#); **or**
- c) [SI-12](#), *Certificate of Workers' Compensation Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247), **or** [GSI-105.2](#), *Certificate of Participation in Workers' Compensation Group Self-Insurance*. A group self-insurance administrator will send this form to the government entity upon request.
- d) Letter from the NYS Department of Civil Service indicating the applicant is a New York State government agency covered for workers' compensation under Section 88-c of the WCL.

Please note: ACORD forms are **not** acceptable proof of workers' compensation coverage.

Local Board Contacts for Government Officials

Government officials should call the Workers' Compensation Board's Enforcement Unit in the nearest district office to notify them of a non-compliant business:

Albany	(518) 486-3349	Manhattan	(212) 932-7576
Binghamton	(607) 721-8179	Peekskill	(914) 788-5804
Brooklyn	(718) 802-6870	Queens	(718) 523-8409
Buffalo	(716) 842-2057	Rochester	(585) 238-8335
Hauppauge	(631) 952-6698	Syracuse	(315) 423-1141
Hempstead	(516) 560-7741		

Please call the Board at (518) 486-6307 with any general questions regarding Section 57 of the workers' compensation law.

Instructions for Form CE-200 (12/08)

Form [CE-200](#), Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage

(Form CE-200 replaces the old forms WC/DB-100, WC-DB-101 and C-105.21.):

Form CE-200 can ONLY be used to attest to a government entity that the applicant requesting a permit, license or contract from that government entity is not required to carry New York State specific workers' compensation and/or disability benefits insurance.

IMPORTANT: *These certificates cannot be used to waive the workers' compensation rights or obligations of any party.* The applicant may **NOT** use this certificate to show either another business or that business's insurance carrier that such insurance is not required.

If appropriate, the applicant requesting a permit, license or contract from a government entity must complete Form CE-200, print a copy of it, sign it and give it to the **government entity** issuing the permit, license or contract.

ATTENTION GOVERNMENT AGENCIES:

1. **ONLY** applicants eligible for **exemption** must file a **new CE-200** for **each** and **every** new or renewed permit, license or contract issued by a government agency.
2. Each CE-200 must specifically list the issuing government agency and the specific type of permit, license or contract requested by the applicant. Government agencies must ensure that the legal entity name on Form CE-200 exactly matches the legal entity name applying for the permit, license or contract that is being issued. Form CE-200s are **ONLY** valid for the Government Agency listed on Form CE-200.
3. Applicants for building permits **MUST** supply additional information including identifying the specific job location and the estimated cost of the project.
4. Government agencies must also ensure that Form CE-200 is signed and dated by the applicant.
5. Each CE-200 will have a certificate number printed on it. Government agencies should verify if the CE-200 provided by the applicant was actually issued by the Workers' Compensation Board. To verify a certificate of exemption, access the CE-200 application on the Board's website at: www.wcb.ny.gov. Click on the button entitled "WC/DB Exemptions Form CE-200" (In bright yellow letters). Click Verify WC/DB Exemption (Form CE-200), follow the prompts. The following is the hyperlink to the [Verify Exemption Certificates \(Form CE-200\)](#).
6. Government agencies must also verify that the business is eligible for the workers' compensation and/or disability benefits exemption reason described on the CE-200 and notify the Board's investigative staff if there are discrepancies (Board Enforcement Unit phone numbers are listed on page 10 of the instruction manual). For example, if you are licensing a 150 seat restaurant and the applicant indicates on the CE-200 exemption form that he/she is a sole proprietor with no employees, this may indicate a problem.

ATTENTION APPLICANTS:

Please remember that applicants are submitting the CE-200 under penalty of perjury, a felony carrying a penalty of four years of jail time. Applicants are attesting that the information contained in the CE-200 is accurate – the Board does not initially verify this information. However, the Board may investigate entities using this certificate to claim exemption from the coverage requirements of the Law. Any false statement, misrepresentation or concealment will subject business owners to **felony** criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws.

To make this process as easy and as efficient as possible for business owners, the vast majority of these forms will be processed electronically on-line. Applicants with access to the internet will be able to fill out the CE-200 on the internet and **immediately** upon completion, **be able to print out a hard copy of the CE-200** that they will then submit to the government agency issuing the permit, license or contract. Computers with internet access are also available for CE-200 electronic application processing at Customer Service Centers located in Workers' Compensation Board District Offices.

Filling out the electronic Form CE-200 on the internet is very similar to filling out a hotel reservation request on the internet for frequent travelers. Applicants will be issued a pin number and a password (Mother's maiden name) so that they can easily access their information. Once an applicant enters his/her basic information on the Board's website, it can be retrieved by that applicant in the future by using that pin number and password when the applicant is applying for another permit, license or contract.

Applicants without access to a computer may obtain a paper application by writing or visiting any Workers' Compensation Board district office, or by calling 866-298-7830. **Applicants are strongly encouraged to use the Board's electronic web program since they can receive their Form CE-200 immediately, whereas the manual paper filing may take up to four weeks to process.** Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract. This delay results from Workers' Compensation Board staff having to manually enter information from the applicant's paper application into the web based application. Accordingly, to avoid delays, all applicants for exemptions are strongly encouraged to use the on-line Form CE-200 on the Board's website, www.wcb.ny.gov. Click on the button entitled "WC/DB Exemptions Form CE-200" (In bright yellow letters).

Instructions for Obtaining Form CE-200

The [CE-200](#) is now an on-line application. Please remember that applicants are submitting the CE-200 under penalty of perjury, a felony carrying a penalty of four years of jail time. Accordingly, all statements on the CE-200 must be true.

Applicants may access the CE-200 application on the Board's website: www.wcb.ny.gov

1. Click on the button entitled "WC/DB Exemptions Form CE-200" (In bright yellow letters).
2. Click on *Request for WC/DB Exemption* (Form CE-200).
3. Click the gray button on the bottom (*Select to Access Web-based Application*).
4. Applicants should create their own PIN number (a number that they will remember in the future, such as a birthday).
5. Follow the rest of the prompts.

It should only take about five minutes to fill it out the first time. Applicants should print, sign and date Form CE-200 and send it to the government agency issuing their permit, license or contract from.

If the applicant is having difficulty in printing the CE-200, please call the Board's CE-200 Hotline at **866-546-9322**, **then press 1 and then press 3**, and leave a voice message with the certificate number, the name of the business and a contact phone number. The CE-200 will be sent to the business address on the CE-200 within one business day.

Form CE-200



**Certificate of Attestation of Exemption
From New York State Workers' Compensation
and/or Disability Benefits Insurance Coverage**

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Certificate of Attestation of Exemption ONLY to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may NOT use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center">In the Application of (Legal Entity Name and Address):</p> <p>JOHN SMITH 123 MAIN STREET ALBANY, NY 12207 111-111-1111 Federal ID Number: XXXXX6789</p>	<p align="center">Business Applying For: BUILDING PERMIT</p> <p>From: CITY OF ALBANY, DEPT OF BUILDING AND CODES</p> <p>The location of where work will be performed is 123 ACME AVENUE, ALBANY, NY 12203.</p> <p>Estimated dates necessary to complete work associated with the building permit are from October 14, 2008 to March 31, 2009.</p> <p>The estimated dollar amount of project is \$25,001 - \$50,000</p>
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Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:

The business is owned by one individual or is a partnership (LLC, LLP, PLLP or a RLLP) under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock) or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

I, JOHN SMITH, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature:	Date:
<p>Exemption Certificate Number 2008-00197</p>		<p>Received October 2, 2008 NYS Workers' Compensation Board</p>

CE-200 (Draft 06/02/08)

Instructions for Form C-105.2 -- Certificate of NY Workers' Compensation Insurance from Private Insurance Carriers

1. Applicants covered by private New York licensed insurance carrier should contact their carrier or their licensed New York (NY) insurance agent of that carrier to obtain a [C-105.2](#).
2. The C-105.2 is only issued by private insurance carriers that are licensed to write NYS workers' compensation insurance and their licensed NY insurance agents. *Insurance brokers are **not** authorized to issue it.* Form C-105.2 may **not** be used to show proof that an insured is insured by the State Insurance Fund.
3. The authorized representative or licensed agent of the insurance carrier must print his/her name, title and telephone number and sign Form C-105.2.
4. To issue Form C-105.2, NY must be listed at Item 3A on the information page of a workers' compensation insurance policy.
5. Form C-105.2 can be required by government agencies and by private businesses to show proof of New York workers' compensation insurance coverage.
6. Form C-105.2 can be used for multiple permits, licenses or contracts that a business has with a specific government agency.
7. Unless the insurer notifies the government agency (listed as the certificate holder in Box 2 on the C-105.2) that the policy has been cancelled, the C-105.2 is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box "3c".
8. The Insurance Carrier will notify the certificate holder (listed in Box 2 on Form C-105.2) within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.)
9. Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.
- 10. Only one legal name and Federal Employer Identification Number can be listed on each Form C-105.2. Multiple legal entities MUST NOT be listed. The NYS Unemployment Insurance Employer Registration Number of an insured is not required.**
- 11. The legal entity name and the Federal Employer Identification Number (FEIN) on Form C-105.2 MUST exactly match the legal entity name and FEIN of the applicant applying for the permit, license or contract that the government agency is issuing.**
12. Municipalities cannot demand the address of the insured listed in Box 1a be in their municipality. New York State workers' compensation policies cover all locations that a business works.
13. Form C105.2 is only valid for the government agency listed as the Certificate Holder in Box 2 on that form. Municipalities issuing permits licenses or contracts must not accept Form C-105.2s that have another municipality's address listed as the certificate holder.
14. Coverage contained on the certificates may be verified. To verify a Certificate of Insurance, visit the Board's website: www.wcb.ny.gov. Go to the blue question mark at the bottom of the page (*Does Employer Have Coverage*). Enter the information and see if the coverage matches. If coverage does not match, please call 518-486-6307.

Form C-105.2

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (Use street address only)</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p>
<p>2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p>	<p>3a. Name of Insurance Carrier</p> <p>3b. Policy Number of entity listed in box "1a"</p> <p>3c. Policy effective period</p> <p>3d. The Proprietor, Partners or Executive Officers are included. (Only check box if all partners/officers included)</p> <p>3e. All excluded or certain partners/officers excluded.</p>

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

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

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

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

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

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

Instructions for Form U-26.3 – Certificate of NY Workers’ Compensation Insurance from the New York State Insurance Fund

1. Businesses insured by the New York State Insurance Fund (NYSIF) may obtain a [U-26.3](#) at the Fund’s website: www.nysif.com. Click on *Create/Validate Certificate of Insurance* and follow the prompts. Please contact the NYSIF Customer Service Center at 888-875-5790 if you have any questions.
2. Form U-26.3 is **only** issued by the New York State Insurance Fund. *Licensed insurance agents and insurance brokers are **not** authorized to issue it.*
3. Form U-26.3 indicates that the insured is fully covered by a New York workers’ compensation insurance policy and that NY is listed on Item 3A of the information page on a workers’ compensation insurance policy issued by the New York State Insurance Fund.
4. Form U-26.3 can be used for multiple permits, licenses or contracts that a business has with a specific government agency.
5. Unless the New York State Insurance Fund notifies the government agency (listed as the certificate holder) that the policy has been cancelled, the U-26.3 is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed on the U-26.3.
6. The New York State Insurance Fund will notify the certificate holder within 10 days if a policy is canceled. (These notices may be sent by regular mail.)
7. Upon the cancellation of the workers’ compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers’ Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers’ Compensation Law.
8. **Only one legal name and Federal Employer Identification Number can be listed on each Form U-26.3. (Multiple legal entities MUST NOT be listed.)**
9. **The legal entity name and the Federal Employer Identification Number (FEIN) on Form U-26.3. MUST exactly match the legal entity name and FEIN of the applicant applying for the permit, license or contract that the government agency is issuing.** The FEIN number is the number above the State Insurance Fund address above Policy Holder on Form U-26.3. (Please note the State Insurance Fund blocks Social Security numbers from appearing on this form. Employers that only have a Social Security number will not show anything under an FEIN, and this is acceptable. Coverage for legal entities that only have a Social Security number can be confirmed solely based on an exact legal name match.)
10. Municipalities **cannot** demand the address of the insured on Form U-26.3 be in their municipality. New York State workers’ compensation policies cover all locations that a business works.
11. Form U-26.3s are **only** valid for the Government Agency listed as the Certificate Holder. Municipalities issuing permits, licenses or contracts must not accept Form U-26.3s that have another government agency’s address listed as the certificate holder.
12. Coverage contained on the U-26.3 certificates may be verified. To verify a Certificate of Insurance, visit www.nysif.com. Click on *Create/Validate Certificate of Insurance*. If coverage does not match, please call 518-486-6307.

Form U-26.3



New York State Insurance Fund

Workers' Compensation & Disability Benefits Specialists Since 1914

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (212) 312-9000

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

***** 146013200
STATE INSURANCE FUND
PRODUCTION CONTROL POLICY #1
199 CHURCH ST USWS-7TH FLOOR
NEW YORK NY 10007

POLICYHOLDER STATE INSURANCE FUND PRODUCTION CONTROL POLICY #1 199 CHURCH ST USWS-7TH FLOOR NEW YORK NY 10007		CERTIFICATE HOLDER SAMPLE CERTIFICATE 123 NEW YORK ROAD NEW YORK NY 10001	
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POLICY NUMBER L 1265 328-3	CERTIFICATE NUMBER 929707	PERIOD COVERED BY THIS CERTIFICATE 12/26/2008 TO 12/26/2009	DATE 6/17/2010
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THIS IS TO CERTIFY THAT THE POLICYHOLDER NAME ABOVE IS COVERED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1265 328-3 UNTIL 12/26/2009 COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 12/26/2009 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO THOSE JOB SITES WHICH ARE COVERED BY OTHER INSURANCE AND ARE SPECIFICALLY EXCLUDED BY EMPLOYMENT.

THIS POLICY DOES NOT COVER THE SOLE PROPRIETOR, PARTNERS AND/OR MEMBERS OF A LIMITED LIMITED COMPANY.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

SAMPLE

NEW YORK STATE INSURANCE FUND

John Manetti

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790
VALIDATION NUMBER: 591780737

U-26.3

Instructions for Form SI-12 -- Certificate of Workers' Compensation Self-Insurance

1. Employers that are authorized as fully self-insured for New York State workers' compensation may obtain Form [SI-12](#) by calling the Board's Self-Insurance Office at 518-402-0247.
2. Form SI-12 is only issued by the Self-Insurance Office of the NYS Workers' Compensation Board. *Insurance brokers and insurance agents are **not** authorized to issue it.* Only legal entities that are authorized by the Workers' Compensation Board as fully self-insured are eligible for Form SI-12.
3. Form SI-12 indicates that the listed legal entity is fully covered for workers' compensation in New York State.
4. Form SI-12 can be required by government agencies and by private businesses to show proof of New York workers' compensation insurance coverage.
5. Form SI-12 can be used for multiple permits, licenses or contracts that a business has with a specific government agency.
6. Form SI-12 is valid for one year after this form is approved by the Secretary of the NYS Workers' Compensation Board.
7. **Only one legal name and Federal Employer Identification Number can be listed on each Form SI-12. (Multiple legal entities must not be listed.)**
8. **The legal entity name and the Federal Employer Identification Number (FEIN) on Form SI-12 MUST exactly match the legal entity name and FEIN of the applicant applying for the permit, license or contract that the government agency is issuing.**
9. Municipalities cannot require the address of the self-insured entity to be in their municipality. New York State workers' compensation covers all locations that a business works.
10. Coverage contained on the certificates may be verified. To verify a SI-12 go to the Board's website: www.wcb.ny.gov. Go to the blue question mark at the bottom of the page (*Does Employer Have Coverage*). Enter the information and see if the coverage matches. If coverage does not match, please call 518-486-6307.

Form SI-12



STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
238 STATE STREET
SCHENECTADY, NY 12305

THIS AGENCY EMPLOYS AND SERVES
PEOPLE WITH DISABILITIES WITHOUT
DISCRIMINATION.

Office of the Secretary

I, _____, Secretary to the Workers' Compensation Board of the State of New York DO HEREBY CERTIFY, that _____ has secured compensation to its employees as a self-insurer in the following manner:

_____ Pursuant to Section 50, subdivision 3 of the Workers' Compensation Law.

_____ Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law.
(County, city, village, town, school district, fire district or other political subdivision)

_____ Pursuant to Article 5 of the Workers' Compensation Law. (County Self-Insurance Plan)

The status of the self-insurer was effective as of _____ and such status remains in full force.

IN WITNESS WHEREOF, I have hereunto set
my hand and affixed the seal of the Workers' Compensation
Board thisday of _____ 20_____

STATUS CONFIRMED

by

.....
Secretary to the Board

SI-12 (10-03)

Instructions for Form GSI-105.2 -- Certificate of Participation in New York State Workers' Compensation Group Self-Insurance

1. Form [GSI-105.2](#) is only issued by administrators of Group Self-Insurance Plans. *Insurance brokers and insurance agents are **not** authorized to issue it.*
2. The Group Self-Insurance Plan Administrator's authorized representative must print his/her name, title and telephone number and sign Form GSI-105.2.
3. Form GSI-105.2 indicates that the listed legal entity is fully covered for workers' compensation in New York State.
4. Form GSI-105.2 can be required by government agencies and by private businesses to show proof of New York workers' compensation insurance coverage.
5. Form GSI-105.2 can be used for multiple permits, licenses or contracts that a business has with a specific government agency.
6. Unless the Group Self-Insurance Plan Administrator notifies the government agency (listed as the certificate holder in Box 2 on the Form GSI-105.2) that the policy has been cancelled, the Form GSI-105.2 is valid for one year from the date certified by the Group Self-Insurer.
7. The Insurance Carrier will notify the certificate holder (listed in Box 2 on Form GSI-105.2) within 10 days IF a policy is canceled. (These notices may be sent by regular mail.)
8. Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.
9. **Only one legal name and Federal Employer Identification Number can be listed on each Form GSI-105.2. Multiple legal entities MUST NOT be listed. The NYS Unemployment Insurance Employer Registration Number of an insured is not required.**
10. **The legal entity name and the Federal Employer Identification Number (FEIN) on Form GSI-105.2 must exactly match the legal entity name and FEIN of the applicant applying for the permit, license or contract that the government agency is issuing.**
11. Municipalities **cannot** demand the address of the insured listed in Box 1a be in their municipality. New York State workers' compensation policies cover all locations that a business works.
12. GSI-105.2s are ONLY valid for the Government Agency listed as the Certificate Holder in Box 2 on Form GSI-105.2. Municipalities issuing permits licenses or contracts must not accept Form GSI-105.2s that have another municipality's address listed as the certificate holder.
13. Coverage contained on the certificates may be verified. To verify a Certificate of Insurance, go to the Board's website: www.wcb.ny.gov. Go to the blue question mark at the bottom of the page (*Does Employer Have Coverage*). Enter the information and see if the coverage matches. If coverage does not match, please call 518-486-6307.

STATE OF NEW YORK
 WORKERS' COMPENSATION BOARD
**CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION
 GROUP SELF-INSURANCE**

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)	1d. Business Telephone Number of Business referenced in box "1a" 1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"
1b. Effective Date of Membership in the Group _____	1f. Federal Employer Identification Number of Business referenced in Box "1a"
1c. The Proprietor, Partners or Executive Officers are <input type="checkbox"/> included (only check box if all partners/officers included) <input type="checkbox"/> all excluded or certain partners/officers excluded	2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder) 3. Name and Address of Group Self-Insurer

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "2" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is not being issued according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: _____ (Print name of authorized representative of the Group Self-Insurer)

Certified by: _____ (Signature) _____ (Date)

Title: _____

Telephone Number: _____

GSI-105.2 (2-02)

Instructions for State Agency Letter from the NYS Department of Civil Service

1. State agencies are covered for workers' compensation under Section 88-c of the Workers' Compensation Law. The Department of Civil Service provides a letter that serves as a certificate indicating the applicant is a New York State government agency and is covered for workers' compensation under that section of the law.
2. State agencies are exempt from New York disability benefits coverage. The letter from the Department of Civil Service also serves as a certificate of that exemption.
3. State agencies can obtain a letter from the Department of Civil Service by contacting Dan Giovannangelo at 518-473-1920.
4. Government agencies can also verify that the Department of Civil Service issued a letter for an applicant claiming to be a state agency by contacting Dan Giovannangelo at 518-473-1920. If there is a problem with this verification, please call the Board at 518-486-6307.

State Agency Letter from the NYS Department of Civil Service



STATE OF NEW YORK
DEPARTMENT OF CIVIL SERVICE
ALFRED E. SMITH STATE OFFICE BUILDING
ALBANY, NEW YORK 12239
www.cs.state.ny.us

January 1, 2010

John Doe
NYS Agency
Albany, NY 12239

Dear Mr. Doc,

In response to your recent request for documentation of workers' compensation coverage for New York State employees, this is to advise you that Section 88-C of the Workers' Compensation Law, as amended by Chapter 103 of the laws of 1981, provides for workers' compensation coverage of State employees. It states in pertinent part:

"Notwithstanding any other provisions of law, to the contrary, the liability of the State for the payment of compensation under this chapter heretofore existing or hereinafter arising shall be secured by an insuring agreement to be entered into between the Department of Civil Service and the State Insurance Fund wherein the State, from monies appropriated therefore, shall pay in to the fund on a periodic basis the actual costs to the fund for the meeting and paying, as the same become due and payable, all obligations incurred under this chapter by the State as an employer."

The Department of Civil Service has entered into said insuring agreement with the State Insurance Fund, contract number C177594, securing the State's liability for the payment of workers' compensation in accordance with the Workers' Compensation Law. This policy is in effect until revised upon the mutual agreement of both parties.

Furthermore, in regard to your request for documentation of disability coverage for New York State employees, this is to advise you that Section 201, Subdivision 4, of the Workers' Compensation Law, provides that the State of New York is not a covered employer for purposes of the Disability Benefits Law and is not under an obligation to provide such benefits to its employees.

If you should have any additional questions concerning this matter, please call me at (518) 473-1920.

Sincerely,

Daniel Giovannangelo
Contract Management Unit
Employee Benefits Division

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Liabilities and Penalties for Not Having Required Workers' Compensation Insurance Coverage

Ascertaining Violations of the Law

The Workers' Compensation Board may require an employer to furnish proof that the employer:

- has a valid workers' compensation insurance policy;
- is self-insured for workers' compensation; or
- is legally exempt from having to obtain workers' compensation coverage.

If an employer fails to provide this information within 10 days following the Board's request, the Board assumes that the employer is violating the Workers' Compensation Law (WCL).

Personal Accountability

The sole proprietor or the partners of a business, or the president, secretary and treasurer of a corporation are personally liable for the business's failure to secure workers' compensation insurance.

Liability for Claims Incurred by an Uninsured Employer for Workers' Compensation Insurance -- Section 26-a of the Workers Compensation Law

The employer is liable for paying an assessment of \$1,000 for each 10-day period of noncompliance or a sum not in excess of two times the amount of premium that should have been paid by the employer during the period of noncompliance, plus the actual award (including both compensation and medical costs) plus any penalties the Board assesses for noncompliance.

Penalties for Noncompliance with Workers' Compensation Mandatory Coverage Requirements

- 1) Section 52-5 of the Workers' Compensation Law – The Board may impose upon an employer, in addition to all other penalties, a fine of \$2,000 for each 10-day period of noncompliance, or a sum not in excess of two times the amount of premium that should have been paid by the employer during the period of noncompliance. The fine of \$2,000 for each 10-day period of noncompliance is the most commonly imposed penalty for noncompliance.
- 2) Section 52-1 of the Workers' Compensation Law – Not securing required workers' compensation insurance is a misdemeanor for employers five or less employees, punishable by a fine of not less than \$1,000 nor more than \$5,000, in addition to all other penalties. Not securing required workers' compensation insurance is a Class E Felony for employers with more than five employees, punishable by a fine of not less than \$5,000 nor more than \$50,000, in addition to all other penalties. Subsequent violation within five years is a Class D Felony for all employers and may result in a fine of not less than \$10,000 nor more than \$50,000, in addition to all other penalties.
Misrepresentation of payroll results in a penalty to \$2,000 for each 10-day period of noncompliance. Additionally, the fine for criminal conviction is from \$1,000 to \$50,000 (WCL §52(1)(d)).
- 3) Section 51 of the Workers' Compensation Law – Any employer who fails to conspicuously post a C-105 form in each place of business that indicates their workers' compensation insurance coverage shall be required to pay to the board a fine of up to \$250 for each violation, in addition to any other penalties imposed by law to be deposited into the uninsured employers' fund.
- 4) Section 131 of the Workers' Compensation Law – *\$1,000 penalty for each 10 days of not keeping accurate payroll records. Additionally, the fine for criminal conviction is from \$5,000 to \$25,000.*
- 5) Section 141-a of the Workers' Compensation Law – The Board now has the authority to issue Stop Work Orders to noncompliant businesses.

- 6) Section 141-b of the Workers' Compensation Law – Prevents employers with various types of workers' compensation noncompliance infractions from bidding on public work projects.

Additional Liability for Uninsured Employers

- 1) An uninsured employer is responsible for obtaining and paying for any legal representation required to litigate a workers' compensation claim. (An insured employer's workers' compensation insurance carrier provides such representation as part of the workers' compensation insurance policy's coverage.)
- 2) An uninsured employer can be directly sued by an injured employee. (In most cases, an employer's workers' compensation insurance is the sole recourse for the employer's injured employees.)

STATE & MUNICIPAL AGENCY COMPLIANCE WITH GENERAL MUNICIPAL LAW §125

Letter Regarding General Municipal Law §125



ANDREW M. CUOMO
GOVERNOR

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
328 STATE STREET
SCHENECTADY, NY 12305



ROBERT E. BELOTEN
CHAIR

December, 2011

To all Code Enforcement Officials, Building Departments, and Municipal Entities:

Effective January 18, 1999, Section 125 of the General Municipal Law requires that any individual applying for a building permit must prove to the building department that he/she is in compliance with the mandatory coverage provisions of the Workers' Compensation Law before the building permit is issued.

General Background

Under Section 57 of the Workers' Compensation Law, businesses listed as the general contractors on building permits are required to submit proof of compliance with the mandatory coverage provisions of the Workers' Compensation Law to the building department before a building permit is issued. Section 125 of the General Municipal Law is specifically targeted at ensuring that **all** applicants who list themselves as the general contractors on the building permit are in compliance with the mandatory coverage provisions of the Workers' Compensation Law.

For homeowner applicants, the instruction manual includes a link to form BP-1 Affidavit of Exemption to Show Specific Proof of Workers' Compensation Coverage for a 1, 2, 3 or 4-Family, Owner-occupied Residence. The law requires homeowners to provide proof of workers' compensation compliance when applying for a building permit. If the homeowner qualifies for an exemption, the homeowner must either complete this form and file it with the local building department; or the homeowner must complete Form CE-200 and file it with the local building department.

Implementing Section 125 of the General Municipal Law

General contractors and Business Owners

Applicants listed as the general contractors on building permits, must prove that they are in compliance with the mandatory coverage requirements and also Section 125 of the General Municipal Law by producing ONE of the following forms indicating that they are:

- insured (Form [C-105.2](#) or [U-26.3](#) – the business's insurance carrier will send this form to the building department upon the applicant's request) All private carriers and their licensed insurance agents are authorized to issue the form C-105.2 as their Certificate of NYS Workers' Comp Insurance. The State Insurance Fund uses the U-26.3 form as its Certificate of NYS Workers' Compensation Insurance.
- self-insured (Form [SI-12](#) -- Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247), **OR** Form GSI-105.2 -- Certificate of Participation in Workers' Compensation Group Self-Insurance) (the business's Group Self-Insurance Administrator will send this form to the government entity upon request).
- exempt (Form CE-200 – {Form CE-200 is available on the Board's website, www.wcb.ny.gov, under the heading "Forms." Paper applications for this form are available by writing or visiting any Customer Service Center at any District Office of the Workers' Compensation Board, or by calling 866-298-7830.} **Applicants are**

strongly encouraged to use the Board's electronic web program since they can receive their Form CE-200 immediately, whereas the manual paper filing may take up to four weeks to process.

Any residence that is not a 1, 2, 3, or 4 Family, Owner-occupied Residence is considered a business (income or potential income property) and must prove compliance by filing one of the above forms.

(Please note: ACORD forms are NOT acceptable proof of workers' compensation coverage!)

Owner-occupied Residences

Homeowners of a 1, 2, 3, or 4-Family, Owner-occupied Residence, are eligible to file Form BP-1 when applying for a building permit when they are:

- listed as the general contractor on the building permit, and the homeowner:
 - is performing all the work for which the building permit was issued him/herself,
 - is not hiring, paying or compensating in any way, the individual(s) that is (are) performing all the work for which the building permit was issued or helping the homeowner perform such work, or
 - has a homeowner's insurance policy that is currently in effect and covers the property for which the building permit was issued AND the homeowner is hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued.

Applicants submit Form BP-1 under penalty of perjury, a felony carrying a penalty of four years of jail time.

- If the homeowner of a 1, 2, 3, 4-Family, Owner-occupied Residence is hiring or paying individuals a total of 40 hours or MORE in any week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued, then the homeowner may NOT file the "Affidavit of Exemption" form, BP-1, but must either:
 - acquire appropriate workers' compensation coverage and provide, to the government entity issuing the building permit, appropriate proof of that coverage, on forms C-105.2 or U-26.3, OR
 - list the general contractor who will perform the work as the "contractor" on the building permit. The "contractor" is then required to provide appropriate proof of workers' compensation coverage, or proof of exemption from that coverage, to the government entity issuing the building permit.

Form BP-1 CANNOT be used for a building permit related to the construction of a new home since no Certificate of Occupancy has been issued. Accordingly, the new home is not owner-occupied. Homeowners serving as the general contractor of their new home may submit a Form CE-200 if they are not paying anyone to help them build the new home and only have uncompensated friends and family helping them.

Background on Coordinating the Implementation of Section 125 of the General Municipal Law with Existing Statutes

To ensure that homeowners are not required to have duplicate workers' compensation coverage, the implementation form attempts to coordinate compliance with Section 125 of the Municipal Law with coverage provided under Section 3420(j) of the Insurance Law, which is the homeowner's policy's workers' compensation insurance rider.

As of March 1, 1985, New York State Insurance Law § 3420(j) provides that every policy of comprehensive personal liability insurance (i.e., homeowner's insurance) on a 1, 2, 3, or 4-family owner-occupied dwelling (including condominiums) will also provide workers' compensation benefits. This section was added to protect the homeowner from unexpected liability when the Board determines that a person, whom the homeowner did not believe required coverage, is found to be entitled to benefits. To receive benefits under this policy, the employee must be found by the Board to have been injured in employment of the policyholder and employed for less than 40 hours a week in and about the owner's 1, 2, 3, 4-family residence in this State.

Form [BP-1](#) is available on the Board's website, www.wcb.ny.gov, under the heading "Forms." Please make as many copies of the BP-1 as you require. The BP-1 form reflects the minimum standard to be applied statewide. If a municipality wishes to collect a copy of the certificate of insurance from a building permit applicant's homeowner's insurance policy or obtain a copy of the information page from the building permit applicant's homeowner's

Prove It to Move It

insurance policy, the municipality could make that a local requirement which would be in addition to the State requirement.

If you have any questions regarding the BP-1 form, Section 125 of the General Municipal Law or Section 57 of the Workers' Compensation Law, please contact the New York State Workers' Compensation Board at (518) 486-6307.

Thank you for your office's cooperation in enforcing Section 125 of the General Municipal Law and Section 57 of the Workers' Compensation Law.

Sincerely,

Peter Michels
Director of Compliance

Form BP-1

Affidavit of Exemption to Show Specific Proof of Workers' Compensation Insurance Coverage for a 1, 2, 3 or 4 Family, Owner-occupied Residence

****This form cannot be used to waive the workers' compensation rights or obligations of any party.****

Under penalty of perjury, I certify that I am the owner of the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, and I am not required to show specific proof of workers' compensation insurance coverage for such residence because (please check the appropriate box):

- I am performing all the work for which the building permit was issued.
- I am not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping me perform such work.
- I have a homeowner's insurance policy that is currently in effect and covers the property listed on the attached building permit AND am hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for which the building permit was issued.

I also agree to either:

- ◆ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if I need to hire or pay individuals a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit, or if appropriate, file a WC/DB-100 exemption form; OR
- ◆ have the general contractor, performing the work on the 1, 2, 3 or 4 family, **owner-occupied** residence (including condominiums) listed on the building permit that I am applying for, provide appropriate proof of workers' compensation coverage or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit if the project takes a total of 40 hours or more per week (aggregate hours for all paid individuals on the jobsite) for work indicated on the building permit.

(Signature of Homeowner)

(Date Signed)

(Homeowner's Name Printed)

Home Telephone Number _____

Property Address that requires the building permit:

<p>Sworn to before me this _____ day of _____,</p> <p>_____</p> <p>(County Clerk or Notary Public)</p>
--

Once notarized, this Form BP-1 serves as an exemption for both workers' compensation and disability benefits insurance coverage.

**LAWS OF NEW YORK, 1998
CHAPTER 439**

The general municipal law is amended by adding a new section 125 to read as follows:

125. ISSUANCE OF BUILDING PERMITS. NO CITY, TOWN OR VILLAGE SHALL ISSUE A BUILDING PERMIT WITHOUT OBTAINING FROM THE PERMIT APPLICANT EITHER:

1. PROOF DULY SUBSCRIBED THAT WORKERS' COMPENSATION INSURANCE AND DISABILITY BENEFITS COVERAGE ISSUED BY AN INSURANCE CARRIER IN A FORM SATISFACTORY TO THE CHAIR OF THE WORKERS' COMPENSATION BOARD AS PROVIDED FOR IN SECTION FIFTY-SEVEN OF THE WORKERS' COMPENSATION LAW IS EFFECTIVE; OR

2. AN AFFIDAVIT THAT SUCH PERMIT APPLICANT HAS NOT ENGAGED AN EMPLOYER OR ANY EMPLOYEES AS THOSE TERMS ARE DEFINED IN SECTION TWO OF THE WORKERS' COMPENSATION LAW TO PERFORM WORK RELATING TO SUCH BUILDING PERMIT.

Implementing Section 125 of the General Municipal Law

1. General Contractors -- Business Owners and Certain Homeowners

For businesses and certain homeowners listed as the general contractors on building permits, proof that they are in compliance with Section 57 of the Workers' Compensation Law (WCL) is ONE of the following forms that indicate that they are:

- ◆ insured (C-105.2 or U-26.3),
- ◆ a Board-approved self-insured employer (SI-12), or
- ◆ are exempt (WC/DB-100),

under the mandatory coverage provisions of the WCL. Any residence that is not a 1, 2, 3 or 4 Family, Owner-occupied Residence is considered a business (income or potential income property) and must prove compliance by filing one of the above forms.

2. Owner-occupied Residences

For homeowners of a 1, 2, 3 or 4 Family, Owner-occupied Residence, proof of their exemption from the mandatory coverage provisions of the Workers' Compensation Law when applying for a building permit is to file Form BP-1.

- ◆ Form BP-1 shall be filed if the homeowner of a 1, 2, 3 or 4 Family, Owner-occupied Residence is listed as the general contractor on the building permit, and the homeowner:
 - ◇ is performing all the work for which the building permit was issued him/herself,
 - ◇ is not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping the homeowner perform such work, or
 - ◇ has a homeowner's insurance policy that is currently in effect and covers the property for which the building permit was issued AND the homeowner is hiring or paying individuals a total of less than 40 hours per week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued.
- ◆ If the homeowner of a 1, 2, 3 or 4 Family, Owner-occupied Residence is hiring or paying individuals a total of 40 hours or MORE in any week (aggregate hours for all paid individuals on the jobsite) for the work for which the building permit was issued, then the homeowner may not file the "Affidavit of Exemption" Form BP-1, but shall either:
 - ◇ acquire appropriate workers' compensation coverage and provide appropriate proof of that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit (Form C-105.2 or Form U-26.3), OR
 - ◇ have the general contractor, performing the work on the 1, 2, 3 or 4 family, owner-occupied residence (including condominiums) listed on the building permit, provide appropriate proof of workers' compensation coverage, or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit.

GOVERNMENT AGENCY COMPLIANCE WITH DISABILITY BENEFITS

Section 220 (8): Restriction on Issue of Permits and the Entering of Contracts Unless Disability Benefits Coverage Is Secured

Section 220 (8) of the Workers' Compensation Law (WCL) regarding disability benefits requires the heads of all State and municipal entities, prior to issuing any permits, licenses or entering into contracts, to ensure that businesses applying for those permits, licenses or entering into contracts have appropriate disability benefits insurance coverage. This requirement applies to both original issuances and renewals, whether the governmental agency is having the work done or is simply issuing the permit, license or contract.

To comply with coverage provisions of the WCL regarding disability benefits, businesses may:

- A) be legally exempt from obtaining disability benefits insurance coverage;
- B) obtain such coverage from insurance carriers; or
- C) be self-insured.

Accordingly, to assist State and municipal entities in enforcing WCL Section 220 (8), businesses requesting permits or seeking to enter into contracts must provide *one* of the following forms to the entity issuing the permit or entering into a contract:

A) [CE-200](#), *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*. Form CE-200 can be filled out electronically on the Board's website, www.wcb.ny.gov. Click on the button entitled "WC/DB Exemptions Form CE-200" (In bright yellow letters). Applicants filing electronically are able to print a finished Form CE-200 immediately upon completion of the electronic application. Applicants without access to a computer may obtain a paper application by writing or visiting any Workers' Compensation Board district office, or by calling 866-298-7830. **Applicants are strongly encouraged to use the Board's electronic web program since they can receive their Form CE-200 immediately, whereas the manual paper filing may take up to four weeks to process.** Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the government agency from which he/she is getting the permit, license or contract; **or**

B) [DB-120.1](#), *Certificate of Disability Benefits Insurance* (the business's insurance carrier will send this form to the government entity upon request); **or**

C) [DB-155](#), *Certificate of Disability Benefits Self-Insurance* (the business calls the Board's Self-Insurance Office at 518-402-0247).

D) Letter from the Dept. of Civil Service indicating the applicant is a New York state government agency that is exempt from disability benefits insurance coverage.

Instructions for Form CE-200 (12/08)

See pages 11 - 14 of this manual for information on this form.

Form CE-200



**Certificate of Attestation of Exemption
From New York State Workers' Compensation
and/or Disability Benefits Insurance Coverage**

This form cannot be used to waive the workers' compensation rights or obligations of any party.

The applicant may use this Certificate of Attestation of Exemption ONLY to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may NOT use this form to show another business or that business's insurance carrier that such insurance is not required.

Please provide this form to the government entity from which you are requesting a permit, license or contract. This Certificate will not be accepted by government officials one year after the date printed on the form.

<p align="center">In the Application of (Legal Entity Name and Address):</p> <p>JOHN SMITH 123 MAIN STREET ALBANY, NY 12207 111-111-1111 Federal ID Number: XXXXX6789</p>	<p align="center">Business Applying For: BUILDING PERMIT</p> <p>From: CITY OF ALBANY, DEPT OF BUILDING AND CODES</p> <p>The location of where work will be performed is 123 ACME AVENUE, ALBANY, NY 12203.</p> <p>Estimated dates necessary to complete work associated with the building permit are from October 14, 2008 to March 31, 2009.</p> <p>The estimated dollar amount of project is \$25,001 - \$50,000</p>
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Workers' Compensation Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE SPECIFIC WORKERS' COMPENSATION INSURANCE COVERAGE** for the following reason:

The business is owned by one individual and is not a corporation. Other than the owner, there are no employees, day labor, leased employees, borrowed employees, part-time employees, unpaid volunteers (including family members) or subcontractors.

Disability Benefits Exemption Statement:

The above named business is certifying that it is **NOT REQUIRED TO OBTAIN NEW YORK STATE STATUTORY DISABILITY BENEFITS INSURANCE COVERAGE** for the following reason:

The business is owned by one individual or is a partnership (LLC, LLP, PLLP or a RLLP) under the laws of New York State and is not a corporation; or is a one or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation (in a two person owned corporation, each individual must be an officer and own at least one share of stock) or is a business with no NYS location. In addition, the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least 30 days in any calendar year in New York State. (Independent contractors are not considered to be employees under the Disability Benefits Law.)

I, JOHN SMITH, am the Sole Proprietor with the above-named legal entity. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this Certificate of Attestation of Exemption. I hereby affirm that the statements made herein are true, that I have not made any materially false statements and I make this Certificate of Attestation of Exemption under the penalties of perjury. I further affirm that I understand that any false statement, representation or concealment will subject me to felony criminal prosecution, including jail and civil liability in accordance with the Workers' Compensation Law and all other New York State laws. By submitting this Certificate of Attestation of Exemption to the government entity listed above I also hereby affirm that if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the above-named legal entity will immediately acquire appropriate New York State specific workers' compensation insurance and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensation Board to the government entity listed above.

SIGN HERE	Signature: _____	Date: _____
<p>Exemption Certificate Number 2008-00197</p>		<p>Received October 2, 2008 NYS Workers' Compensation Board</p>

CE-200 (Draft 06/02/08)

Instructions for Form DB-120.1 -- Certificate of NY Disability Benefits Insurance

1. Applicants covered by private New York licensed insurance carrier should contact their carrier or their licensed New York insurance agent of that carrier to obtain a [DB-120.1](#).
2. The DB-120.1 is issued by all insurance carriers that are licensed to write NYS statutory disability benefits insurance and their licensed NY insurance agents. *Insurance brokers are **not** authorized to issue it.*
3. The authorized representative or licensed agent of the insurance carrier must print his/her name, title and telephone number and sign DB-120.1.
4. Form DB-120.1 can be required by government agencies and by private businesses to show proof of New York disability benefits insurance coverage.
5. Form DB-120.1 can be used for multiple permits, licenses or contracts that a business has with a specific government agency.
6. Unless the insurer notifies the government agency (listed as the certificate holder in Box 2 on the DB-120.1) that the policy is cancelled, the DB-120.1 is valid for the earlier of one year after this form is approved by the insurance carrier or its licensed agent, or the policy expiration date listed in box 3c.
7. Upon the cancellation of the policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Disability Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of New York's WCL.
8. **Only one legal name and Federal Employer Identification Number can be listed on each Form DB-120.1. Multiple legal entities MUST NOT be listed. The NYS Unemployment Insurance Employer Registration Number of an insured is not required.**
9. **The legal entity name and the Federal Employer Identification Number (FEIN) on Form DB-120.1 must exactly match the legal entity name and FEIN of the applicant applying for the permit, license or contract that the government agency is issuing.**
10. **Municipalities cannot demand the address of the insured listed in Box 1a. be in their municipality. New York disability benefits policies cover all locations that a business works.**
11. Form DB-120.1 is only valid for the agency listed as the Certificate Holder in Box 2 on Form DB-120.1. Municipalities issuing permits licenses or contracts must not accept Form DB-120.1 that has another municipality's address listed as the certificate holder.
12. Coverage contained on the certificates may be verified. To verify a Certificate of Insurance, visit the Board's website, wcb.ny.gov. Go to the blue question mark at the bottom of the page (*Does Employer Have Coverage*). Enter the information and see if the coverage matches. If coverage does not match, please call 518-486-6307.
13. If Boxes 1 through 3 are completed correctly, and Box 4a is checked on Form DB-120.1, the form is complete once the disability benefits insurance carrier or its licensed New York insurance agent signs and dates the form, and provides their title and phone number.

However, if Boxes 1 through 3 are completed correctly, and Box 4b is checked on Form DB-120.1, the disability benefits insurance carrier or its licensed New York insurance agent signs and dates the form, and provides their title and phone number and then forwards Form DB-120.1 to New York State Workers' Compensation Board for final sign off. The New York State Workers' Compensation Board must sign Form DB-120 if Box 4b is checked.

FORM DB-120.1

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
CERTIFICATE OF INSURANCE COVERAGE UNDER THE NYS DISABILITY BENEFITS LAW

PART 1. To be completed by Disability Benefits Carrier or Licensed Insurance Agent of that Carrier

1a. Legal Name and Address of Insured (Use street address only)	1b. Business Telephone Number of Insured NYS Employment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or State Security Number
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2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	3a. Name of Insurer 3b. Policy Number of Entity Listed in "1a": 3c. Policy effective period:
--	--

4. Policy covers _____ of the employee employed eligible under the New York Disability Benefits Law in the following classification of the employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability Benefits insurance coverage as described above.

Date Signed _____ By _____
(Signature of Insurance Carrier Authorized Representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number _____ Title _____

IMPORTANT: If box "4a" is checked, and this form is filed by an insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE and is subject to the Disabling Injury Act.
If box "4b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Insurance Unit, 20 Park Street, Albany, New York 12207.

PART 2. To be completed by NYS Workers' Compensation Board (Only if box "4b" of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the New York Workers' Compensation Board, the above-named employer has complied with the NYS Disability Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of NYS Workers' Compensation Board Employee)

Telephone Number _____ Title _____

Please Note: Only insurance carriers licensed to write NYS disability benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.

DB-120.1 (5-06)

Instructions for Form DB-155 -- Certificate of NY Disability Benefits Self-Insurance

1. Employers that are authorized as fully self-insured for New York State disability benefits may obtain Form [DB-155](#) by calling the Self-Insurance Office of the NYS Workers' Compensation Board at 518-402-0247.
2. Form DB-155 is only issued by the Self-Insurance Office of the NYS Workers' Compensation Board. *Insurance brokers and insurance agents are not authorized to issue it.* Only legal entities that are authorized by the Workers' Compensation Board as fully self-insured for disability benefits in NYS are eligible for Form DB-155.
3. Form DB-155, indicates that the listed legal entity is fully covered for disability benefits in New York State.
4. Form DB-155 can be required by government agencies and by private businesses to show proof of New York disability benefits insurance coverage.
5. Form DB-155 can be used for multiple permits, licenses or contracts that a business has with a specific government agency.
6. Form DB-155 is valid for one year after this form is approved by the NYS Workers' Compensation Board.
7. **Only one legal name and Federal Employer Identification Number can be listed on each Form DB-155. (Multiple legal entities MUST NOT be listed.)**
8. **The legal entity name and the Federal Employer Identification Number (FEIN) on Form DB-155 MUST exactly match the legal entity name and FEIN of the applicant applying for the permit, license or contract that the government agency is issuing.**
9. **Municipalities can NOT require the address of the self-insured entity to be in their municipality. New York State workers' compensation covers all locations that a business works.**
10. Coverage contained on the certificates may be verified. To verify a DB-155, visit the Board's website, www.wcb.ny.gov. Go to the blue question mark at the bottom of the page (**Does Employer Have Coverage**). Enter the information and see if the coverage matches. If coverage does not match, please call 518-486-6307.

FORM DB-155



STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
SELF-INSURANCE OFFICE
238 STATE STREET
SCHENECTADY, NY 12305



(518) 402-0247
FAX (518) 402-6199

COMPLIANCE WITH DISABILITY BENEFITS LAW
(Pursuant To Section 220, subd. 8 of the Disability Benefits Law)

EMPLOYER	FEDERAL EMPLOYER IDENTIFICATION NUMBER
	LOCATION OF OPERATION
ADDRESS (HOME OR MAIN OFFICE)	OPERATIONS TO BEGIN ON OR ABOUT:

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees in the following manner:

- By approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law.
- By a combination of approved self-insurance pursuant to Section 211, subdivision 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date:

By: _____
Gina Wagoner
WC Examiner

DB-155 (3/04)

THIS AGENCY EMPLOYS & SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION

Instructions for State Agency Letter from the NYS Department of Civil Service

- 1) State agencies are covered for workers' compensation under Section 88-c of the Workers' Compensation Law. The Department of Civil Service provides a letter that serves as a certificate indicating the applicant is a New York State government agency and is covered for workers' compensation under that section of the law.
- 2) State agencies are exempt from New York disability benefits coverage. The letter from the Department of Civil Service also serves as a certificate of that exemption.
- 3) State agencies can obtain a letter from the Department of Civil Service by contacting Dan Giovannangelo at 518-473-1920.
- 4) Government agencies can also verify that the Department of Civil Service issued a letter for an applicant claiming to be a state agency by contacting Dan Giovannangelo at 518-473-1920. If there is a problem with this verification, please call the Board at 518-486-6307.

Letter from the NYS Department of Civil Service



STATE OF NEW YORK
DEPARTMENT OF CIVIL SERVICE
ALFRED E. SMITH STATE OFFICE BUILDING
ALBANY, NEW YORK 12239
www.cs.state.ny.us

January 1, 2010

John Doe
NYS Agency
Albany, NY 12239

Dear Mr. Doc,

In response to your recent request for documentation of workers' compensation coverage for New York State employees, this is to advise you that Section 88-C of the Workers' Compensation Law, as amended by Chapter 103 of the laws of 1981, provides for workers' compensation coverage of State employees. It states in pertinent part:

"Notwithstanding any other provisions of law, to the contrary, the liability of the State for the payment of compensation under this chapter heretofore existing or hereinafter arising shall be secured by an insuring agreement to be entered into between the Department of Civil Service and the State Insurance Fund wherein the State, from monies appropriated therefore, shall pay in to the fund on a periodic basis the actual costs to the fund for the meeting and paying, as the same become due and payable, all obligations incurred under this chapter by the State as an employer."

The Department of Civil Service has entered into said insuring agreement with the State Insurance Fund, contract number C177594, securing the State's liability for the payment of workers' compensation in accordance with the Workers' Compensation Law. This policy is in effect until revised upon the mutual agreement of both parties.

Furthermore, in regard to your request for documentation of disability coverage for New York State employees, this is to advise you that Section 201, Subdivision 4, of the Workers' Compensation Law, provides that the State of New York is not a covered employer for purposes of the Disability Benefits Law and is not under an obligation to provide such benefits to its employees.

If you should have any additional questions concerning this matter, please call me at (518) 473-1920.

Sincerely,

Daniel Giovannangelo
Contract Management Unit
Employee Benefits Division

AN EQUAL OPPORTUNITY / AFFIRMATIVE ACTION EMPLOYER

Summary: WCL Sec. 57 & 220 (8), and General Municipal Law Sec. 125

1. Definition of Workers' Compensation and Disability Benefits

- WC covers **job** related accidents, injuries, illnesses -- Benefits include all related medical expenses plus 2/3 average weekly wage up to \$500 per week effective 7/1/07, \$550 per week effective 7/1/08, \$600 per week effective 7/1/09 and 2/3 of the State's average weekly wage effective 7/1/10 and thereafter.
- DB covers **non-job** related accidents, injuries, illnesses -- Benefits 1/2 average weekly wage up to \$170 per week for maximum of 26 weeks; **NO** medical expenses.

2. How this insurance benefits both employers and employees?

- Employees -- No fault, "prompt payment" of benefits.
- Employers -- Sole remedy coverage – "eliminates" lawsuits and personal liability.

3. Why do municipal and state employees have to check on this insurance coverage?

- WCL §57 & §220 (8) requires it.
- It is part of the responsibilities of public protection and levels business playing field.

4. What happens if an employer is supposed to have this coverage and doesn't?

- Employer usually is personally liable for full compensation and medical claim payments; penalties; administrative expenses; and possible criminal charges.
- Employee usually is initially paid by Uninsured Employers' Fund – this requires a lengthy process before compensation or medical bills are paid.

5. How do municipal and state employees check on this insurance coverage?

- **WC & DB:** CE-200, *Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage*; or
- **WC:** [C-105.2](#), *Certificate of Workers' Compensation Insurance*. The business's insurance carrier will send this form to the government entity upon the business's request. Please Note: The State Insurance Fund provides its own version of this form, the [U-26.3](#); or
- **WC:** [SI-12](#), *Certificate of Workers' Compensation Self-Insurance*, or GSI-105.2, *Certificate of Participation in Workers' Compensation Group Self-Insurance*. Please note: ACORD forms are not acceptable proof of workers' compensation coverage.
- **DB:** [DB-120.1](#), *Certificate of Disability Benefits*. The business's insurance carrier will send this form to the government entity upon request; **or**
- **DB:** [DB-155](#), *Certificate of Disability Benefits Self-Insurance*.

New York State Agencies Acceptable Proof: A letter from the Dept. of Civil Service indicating the applicant is a New York state government agency covered for workers' compensation under Section 88-c of the Workers' Compensation Law and exempt from disability benefits is acceptable proof.

6. Do out-of-state employers obtaining a permit, license or contract from a government agency in NYS need specific NYS workers' compensation coverage if they have any employees working in New York State?

Yes, An employer has a full, statutory NYS workers' compensation insurance policy when New York is listed in Item 3A on the Information Page of the employer's workers' compensation insurance policy.

Disability benefits coverage is required if the business employs individuals in NYS for more than 30 days in a calendar year.

7. *Does a general contractor hiring subcontractors need coverage?*

Yes. To obtain a permit, contract or license from a government agency, general contractors **must** carry a workers' compensation insurance policy if they are hiring subcontractors.

8. *Are homeowners required to submit proof of workers' compensation insurance prior to the homeowner receiving a building permit? (Chapter 439 of the Laws of 1998 -- General Municipal Law Chapter 125)*

For homeowners of a 1, 2, 3, or 4-family, owner-occupied residence, proof of their exemption from the mandatory coverage provisions of the workers' compensation law when applying for a building permit is to file a form BP-1.

- Form BP-1 shall be filed if the homeowner of a 1, 2, 3 or 4 family, owner-occupied Residence is listed as the general contractor on the building permit, and the homeowner:
 - ♦ is performing all the work for which the building permit was issued him/herself,
 - ♦ is not hiring, paying or compensating in any way, the individual(s) that is(are) performing all the work for which the building permit was issued or helping the homeowner perform such work, or
 - ♦ has a homeowner's insurance policy that is currently in effect and covers the property for which the building permit was issued AND the homeowner is hiring or paying individuals a total of less than 40 hours per week (total hours for all paid individuals on the jobsite) for the work for which the building permit was issued.
- If the homeowner of a 1, 2, 3 or 4 family, owner-occupied residence is hiring or paying individuals a total of 40 hours or MORE in any week (total hours for all paid individuals on the jobsite) for the work for which the building permit was issued, or is constructing his/her own personal primary/secondary residence (new construction) then the homeowner may not file the "Affidavit of Exemption" form, BP-1, but shall either:
 - ♦ acquire appropriate workers' compensation coverage and provide, to the government entity issuing the building permit, appropriate proof of that coverage, on forms C-105.2 or U-26.3, OR
 - ♦ have the general contractor working on the 1, 2, 3 or 4-family, owner-occupied residence (including condominiums) listed on the building permit) provide appropriate proof of workers' compensation coverage, or proof of exemption from that coverage on forms approved by the Chair of the NYS Workers' Compensation Board to the government entity issuing the building permit.

9. *What is a municipal or state employee's personal liability if he or she forgets to get proof of this coverage?*

No direct liability under Section 57 for payment of no-insurance claims. However, nothing precludes an injured individual from filing a direct lawsuit for failure to perform public responsibilities.

10. *What is the municipal or state agency's liability if municipal or state employees forget to get proof of these coverages?*

No liability under Section 57 for payment of no-insurance claims. However, nothing precludes an injured individual from filing a direct lawsuit for failure to perform public responsibilities. **Please note:** if the municipality or State agency is directly hiring independent contractors or subcontractors, to avoid workers' compensation liability, the government entity should always require that the independent contractors or subcontractors have a workers' compensation insurance policy.

Article 15A

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the _____ (name of organization) to provide equal employment opportunity to all people without regard to race, color, sex, religion, age, national origin, disability, sexual preference, or Vietnam Era Veteran status. As head of this organization I am personally committed to assuring that we will act affirmatively to develop avenues of entry and mobility for minorities, women, individuals with disabilities, and Vietnam Era Veterans through the following activities:

- Development of programmatic approaches to the elimination of all unjust exclusionary employment practices, policies and consequences;
- Development of educational and training programs for all employees, with emphasis on our goals for upgrading minorities, women, individuals with disabilities and Vietnam Era Veterans;
- Development of personnel practices, policies and career ladders to assist and encourage upward mobility of employees restricted to lower levels;
- Development of mechanisms for swift and judicious resolution of complaints of discrimination consistent with our policy, and other applicable statutes; and
- Provision of reasonable accommodations to enable qualified individuals with disabilities to enjoy equal employment opportunities and equal terms, conditions and privileges of employment.

To effectuate this policy, we have designed a plan which conforms with all relevant Federal and State non-discrimination laws and regulations including but not limited to: The Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, the Vietnam Era Veteran's Readjustment Act of 1974, and the New York State Human Rights Law. The plan applies to all job classifications and titles in this organization's jurisdiction and it governs all our employment policies, practices and actions including, but not limited to: recruitment, hiring, discipline, rate of pay or other compensation, advancement, reclassification, reallocation, promotion, demotion, discharge and employee benefits. I will see that the Affirmative Action Office is provided with all available resources necessary for the execution of its program responsibilities. Moreover, all managers, supervisors, and employees must make consistently diligent efforts to implement this policy in day-to-day program and employment decisions. Affirmative Action considerations will be an integral part of all organizational activities performed in the furtherance of our mission and in meeting our responsibilities to the State's citizens.

(Print/Type CEO Name)

(CEO Signature & Date)

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

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

COMPLETION & CERTIFICATION

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

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

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

DEFINITIONS

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

RESPONSES

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

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

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

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

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

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

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

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm? (<i>Attach additional pages if necessary.</i>)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name (<i>Include middle initial</i>)	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to question 2.0 above? (<i>Attach additional pages if necessary.</i>)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent of ownership, if applicable (<i>enter N/A, if not applicable</i>):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name (<i>Include middle initial</i>)	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction-related Joint Ventures</u> within the past three (3) years? (<i>Attach additional pages if necessary.</i>)		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

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

III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts? Yes No

If "Yes," list the ten most recent construction contracts the Business Entity has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.

If less than ten, include most recent subcontracts on projects up to that number.

3.1 Does the Business Entity currently have uncompleted construction contracts? Yes No

If "Yes," list all current uncompleted construction contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.

Note: Ongoing projects must be included.

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement? Yes No

4.1 Been subject to a denial or revocation of a government prequalification? Yes No

4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? Yes No

4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? Yes No

4.4 Had a low bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract? Yes No

4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity? Yes No

4.6 Initiated a request to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity? Yes No

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract? Yes No

5.1 Been subject to an administrative proceeding or civil action seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract? Yes No

5.2 Entered into a formal monitoring agreement, consent decree or stipulation settlement as specified by, or agreed to with, any government entity? Yes No

5.3 Had its surety called upon to complete any contract whether government or private sector? Yes No

5.4 Forfeited all or part of a standby letter of credit in connection with any government contract? Yes No

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

V. INTEGRITY – CONTRACT AWARD

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VI. CERTIFICATIONS/LICENSES

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

- | | |
|--|--|
| 6.0 Had a revocation or <u>suspension</u> of any business or professional permit and/or license? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or a federal certification of <u>Disadvantaged Business Enterprise</u> status, for other than a change of ownership? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

For each “Yes,” provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

- | | |
|--|--|
| 7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.1 Been the subject of:
(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or
(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No

<input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.2 Received any <u>OSHA</u> citation, which resulted in a final determination classified as <u>serious</u> or <u>willful</u> ? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.4 Had a New York State Labor Law violation deemed willful? | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws? | <input type="checkbox"/> Yes <input type="checkbox"/> No |

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

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: <ul style="list-style-type: none"> • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws? 	<input type="checkbox"/> Yes <input type="checkbox"/> No
--	--

For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:

8.0 <u>Sanctioned</u> relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 <u>Suspended, debarred or disqualified</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 The subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: <ul style="list-style-type: none"> (i.) Any business-related activity, including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days? (Note: Including but not limited to tax warrants or liens. Do not include UCC filings.)		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i>		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project		b. Aggregate (All Projects)
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount
9.7 Attach <u>Business Entity's</u> most recent annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls . (This information must be attached.)		

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

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL).
Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.

Yes No

If "Yes," indicate the question number(s) and explain the basis for the claim.

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

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or Federal Law, as well as a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

- is knowledgeable about the submitting Business Entity’s business and operations;
- has read and understands all of the questions contained in the questionnaire;
- has not altered the content of the questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his/her knowledge, information and belief, confirms that the Business Entity’s responses are true, accurate and complete, including all attachments, if applicable;
- understands that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- is under an obligation to update the information provided herein to include any material changes to the Business Entity’s responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20__;

_____ Notary Public



Revised 2015

GRANTS MWBE UTILIZATION PLAN

Section 1: Grant Project Information

Grant Contract Number:	MWBE Goals Assigned:	Grant Program: (Please check all that apply) CFA EPF RTP OTHER _____
Description of Project:	Total Dollar Value of Grant Award: \$ Total Cost/Value of Grant Project: \$	Is this project part of a multi-phase Contract? Yes No Select if this is the final phase of the project.
Amount of non-discretionary purchases associated with this grant project: \$ <small>(e.g. purchases made under NYS Contract, a city/county/municipal/village contract, operating expenses such as salary, forced account labor, rent, and acquisitions of land).</small>		If federal funds are being used for a portion of this grant project please indicate the amount: \$

Section 2: Grant Recipient Information

Name of the Grant Recipient:	Contact Person:	Telephone Number:
Street Address:	City, State, Zip Code:	E-Mail Address:

Section 3: Prime Contractor (IF APPLICABLE)

Name and Address of Prime Contractor:	Contact Person:	E-Mail Address:
FEIN:	Telephone Number:	Certified NYS MWBE? Yes No If yes: MBE WBE

Total Cost/Value of this Contract: \$	
--	--

Section 4, 5, 6 MUST be completed on page 2

APPROVALS

FOR NYS OPRHP USE ONLY:

Approved	Approved as Noted	Rejected	MBE: _____%	MBE \$ _____	WBE: _____%	WBE \$ _____
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Notes:

Authorized Signature:	Date
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Section 4: Certified MWBE sub contractors/suppliers/vendors that the Grant Recipient intends to use

Certified MWBE Subcontractors / Suppliers Name, Address, Telephone Number and E-mail Address	MBE	WBE	Federal ID Number (FEIN)	Description of Subcontracting / Supplies	Total Contract Value of Subcontracting /Supplies

Section 5: Grant Recipient’s Affirmation and Signature

Pursuant to Executive Law Article 15-A, as the grant recipient, I will engage in good faith efforts to achieve the MWBE goals on this contract. I understand that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization. I understand that all listed subcontractors/suppliers will be contacted for verification of solicitation.

Authorized Signature of Grant Recipient:	Date:	Print Name and Title:
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Section 6: Prime Contractor’s Affirmation and Signature (IF APPLICABLE)

Pursuant to Executive Law Article 15-A, my firm will engage in good faith efforts to achieve the MWBE goals on this contract. I understand that making false representations or including information evidencing a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward MWBE utilization. I understand that all listed subcontractors/suppliers will be contacted for verification of solicitation.

Authorized Signature of Prime Contractor:	Date:	Print Name and Title:
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BIDDING REQUIREMENTS

PROGRAM INFORMATION - required OPRHP bid language

Notice to Contractors, Subcontractors, Suppliers and Vendors
Attachment A-1 – Program Specific Terms and Conditions
Minority/Women Owned Business Enterprises Summary
Legal Notice for Bidders

REQUIRED FORMS

to be submitted with bid:

Non-Collusive Bidding Certification

to be submitted within seven days of award notification:

Grants MWBE Utilization Plan

Equal Employment Opportunity Policy Statement

Vendor Responsibility Questionnaire

SAMPLE FORMS

For information only. Please note, as of 2016 all MWBE reporting is done within the NYS Contract System Website, but these forms may still be useful with information gathering.

Contractors Solicitation Log

Cumulative Payment Statement

Monthly Workforce Employment Utilization

Report Waiver Request Form

NYS OPRHP - Grants

NOTICE: Contractors, subcontractors, suppliers and vendors

This project is funded in part by a grant from the NYS Office of Parks, Recreation and Historic Preservation through Title 9 of the Environmental Protection Act of 1993. All contracts and subcontracts for the project are subject to the terms of the NYS Master Contract for Grants -- Standard Terms and Conditions (*MCG*), which can be found online at <http://grantsreform.ny.gov>, and Attachment A-1 (*A-1*) or Attachment A-2 (*A-2*), attached hereto.

Note particularly the following requirements:

- The State's right to review and approve every subcontract in excess of \$100,000. *MCG IV(B)(2)*
- The requirement that subcontracts contain provisions specifying (1) that work accord with the terms of the Master Contract, (2) that nothing can impair the rights of the State under the Master Contract, and (3) that nothing in the subcontract creates a contractual relationship between the subcontractor and the State. *MCG IV(B)(2)*
- Contractor's responsibility to submit vendor responsibility information to the State, including a Vendor Responsibility Questionnaire for subcontracts that equal or exceed \$100,000. *MCG IV(B)(4)*
- Non-discrimination requirements *MCG IV(I) and A-1 I(I)*
- Equal Opportunity provisions, including a requirement that the following provisions be included in construction subcontracts in excess of \$25,000:
 - The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
 - The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
 - The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
 - At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
 - The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. *MCG IV(J)*
- MWBE requirements *MCG IV(J) and A-1 I(H)* or, if the project uses federal funds, DBE requirements *MC I(V) and A-2 II(E)(1)* [or other guidance provided by the federal agency providing funding]
- Wages and Hours Provisions *MCG IV(Q)*
- New York State business requirement *A-1 I(G)*
- Worker's Compensation and Disability Benefits Insurance coverage *A-1 II(E)*

**ATTACHMENT A-1
PROGRAM SPECIFIC TERMS AND CONDITIONS
ENVIRONMENTAL PROTECTION FUND**

I. Agency Specific Terms and Conditions

- A.** The **Program Office, Designated Payment Office** and **Designated Refund Office** shall be the STATE AGENCY identified on the face page. Document submission and inquiries should be directed to the Regional Grant Administrator for the Contractor's county of operations.
- B.** For purposes of notice, the **Contractor's designee** shall be the CONTRACTOR DOS INCORPORATED NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the face page.
- C. Payment** shall be made to CONTRACTOR SFS PAYEE NAME at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.
- D. Special Conditions and Requirements** specific to the project, including the timeline for submission of required documents and reports, are contained in Attachment E (Special Conditions and Requirements).
- E. Changes to Budget and Program Work Plan.** Changes shall not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State, will be implemented by an amendment that may require approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I(B) of this Master Contract.
- F. Procurement.** All goods and services required for this project must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against nepotism, favoritism, improvidence, extravagance, fraud and corruption.
1. If the Contractor is subject to General Municipal Law, documentation of the Contractor's compliance with the procurement and bidding requirements of General Municipal Law shall be included with the applicable request for reimbursement.
 2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, or if the Contractor is not subject to General Municipal Law, the Contractor must follow procurement procedures designed to achieve the purpose of this clause. Such procedures may include, but are not limited to, competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures **and/or documentation of the specific procurement process used for those expenditures.**
- G.** The Contractor and all users of this contract are strongly encouraged, to the maximum extent practicable and consistent with legal requirements, to use responsible and responsive New York State businesses as subcontractors, suppliers, and in other supporting roles. The Contractor will be required to identify and describe New York State businesses used and the value of subcontracts and supply contracts.

H. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) Participation.

1. General Provisions

a. The New York State Office of Parks, Recreation and Historic Preservation is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 (“MWBE Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

b. The contractor to the subject contract (the “Contractor” and the “Contract,” respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Office of Parks, Recreation and Historic Preservation, to fully comply and cooperate with the New York State Office of Parks, Recreation and Historic Preservation in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State certified minority and women-owned business enterprises (“MWBEs”). The Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.

c. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section 7 hereof or enforcement proceedings as allowed by the Contract.

2. Contract Goals

a. For purposes of this procurement, the New York State Office of Parks, Recreation and Historic Preservation hereby establishes New York State certified minority-owned business enterprises (“MBE”) participation and New York State certified women-owned business enterprises (“WBE”) participation (collectively, “MWBE Contract Goals”) based on the current availability of qualified MBEs and WBEs as defined in the bidders documentation provided at the time of solicitation. After contract approval, MWBE Contract Goals as defined on the approved utilization plan will be endorsed to determine compliance for the contract term.

b. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section 2.a. hereof, the Contractor should reference the directory of New York State Certified MBWEs found at the following internet address: [https:// ny.newnycontracts.com](https://ny.newnycontracts.com).

Additionally, the Contractor is encouraged to contact the Division of Minority and Women Business Development (518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

c. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR §142.8, the Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if it is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the New York State Office of Parks, Recreation and Historic Preservation

for liquidated or other appropriate damages, as set forth herein.

3. Equal Employment Opportunity (EEO)

a. The Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated thereunder by the Division of Minority and Women's Business Development of the New York State Department of Economic Development (the "Division"). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

b. The Contractor shall comply with the following provisions of Article 15-A:

1) Each contractor and subcontractor performing work on the Contract shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

2) The Contractor shall submit an EEO policy statement to the New York State Office of Parks, Recreation and Historic Preservation within seventy-two (72) hours after the date of the notice by New York State Office of Parks, Recreation and Historic Preservation to award the Contract to the Contractor.

3) If the Contractor or Subcontractor does not have an existing EEO policy statement, the New York State Office of Parks, Recreation and Historic Preservation may provide the Contractor or Subcontractor a model statement.

4) The Contractor's EEO policy statement shall include the following language:

i. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.

ii. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

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

iv. The Contractor will include the provisions of Subdivisions (i) through (iii) of this Subsection 4) and Paragraph "e" of this Section 3, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

c. The Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not

discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

4. MWBE Utilization Plan

a. The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan, by submitting evidence thereof through the New York State Contract System (“NYSCS”), which can be viewed at <https://ny.newnycontracts.com>, provided, however, that the Contractor may arrange to provide such evidence via a non-electronic method to the New York State Office of Parks, Recreation and Historic Preservation, either prior to, or at the time of, the execution of the contract.

b. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section 2.a of this Attachment.

c. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, New York State Office of Parks, Recreation and Historic Preservation shall be entitled to any remedy provided herein, including but not limited to, a finding of the Contractor non-responsiveness.

5. Waivers

a. For Waiver Requests, the Contractor should use the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to New York State Office of Parks, Recreation and Historic Preservation.

b. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the New York State Office of Parks, Recreation and Historic Preservation shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

c. If the New York State Office of Parks, Recreation and Historic Preservation, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regards to such non-compliance, the New York State Office of Parks, Recreation and Historic Preservation may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

6. Quarterly MWBE Contractor Compliance Report. The Contractor is required to submit a Quarterly MWBE Contractor Compliance Report through the NYSCS, provided, however, that Bidder may arrange to provide such evidence via a non-electronic method to the New York State Office of Parks, Recreation and Historic Preservation by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

7. Liquidated Damages – MWBE Participation

a. Where New York State Office of Parks, Recreation and Historic Preservation determines that the Contractor is not in compliance with the requirements of the Contract and the Contractor refuses to comply

with such requirements, or if the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to the New York State Office of Parks, Recreation and Historic Preservation liquidated damages.

b. Such liquidated damages shall be calculated as an amount equaling the difference between:

- 1) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- 2) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

c. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the New York State Office of Parks, Recreation and Historic Preservation, the Contractor shall pay such liquidated damages to the New York State Office of Parks, Recreation and Historic Preservation within sixty (60) days after they are assessed by the New York State Office of Parks, Recreation and Historic Preservation unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Women's Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the New York State Office of Parks, Recreation and Historic Preservation.

I. Non-Discrimination:

1. If the project involves development or acquisition of public facilities, the Contractor shall not limit access or discriminate in the operation of the facilities on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.
2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.

J. Termination. In addition to the options available to the State in the Master Contract, in the event the Contractor fails to comply with its terms and conditions regarding completion of the project, the State at its option may require the Contractor to bring the project to a point of educational/interpretive, historical, recreational or conservation usefulness as determined by the State.

K. Documents submitted to the State may be subject to disclosure under the Freedom of Information Law.

L. Non-Sectarian Purposes. The Contractor agrees that funds made available as shown in Attachment B will only be used to achieve the intended public benefit and will not be used for any sectarian purposes.

M. International Boycott Prohibition. In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2NYCRR 105.4).

N. Prohibition on Purchase of Tropical Hardwoods. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of State Finance Law §165. (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the Contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime contractor for the project will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in §165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive.

O. MacBride Fair Employment Principles. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

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

Q. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors. To the extent this agreement is a contract as defined by Tax Law Section 5-a, if the Contractor fails to make the certification required by Tax Law Section 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

R. R. Iran Divestment Act. By entering into this agreement, Contractor certifies in accordance with State Finance Law §165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Contractor further certifies that it will not utilize on this contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this contract, it must provide the same certification at the time the contract is renewed or extended. Contractor also agrees that any proposed Assignee of this contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of this contract, should the State receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the State will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the State shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions,

seeking compliance, recovering damages, or declaring the Contractor in default.

The State reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

II. Program Specific Terms and Conditions

- A.** Funding for this project is provided pursuant to the terms of the Environmental Protection Act, Title 9 of Article 54 of the Environmental Conservation Law, and governed by the Rules and Regulations set forth in 9 NYCRR Sections 439-443.
- B. Retroactive funding.** Notwithstanding the provisions of Section III(A)(2) of this Master Contract, program regulations set forth in 9 NYCRR 440.5 (Project sponsor's match) permit retroactive reimbursement of certain expenses, when those expenses are included in the project Budget.
- C.** Notwithstanding the provisions of Section III(C)(4) of this Master Contract, the State will **withhold ten percent (10%)** of the Contract Funding Amount identified on the face page of this Master Contract as security until all terms and conditions of this Master Contract have been satisfied by the Contractor to the satisfaction of the State.
- D. Project Sign.** At the commencement of the work described in the Work Plan, the Contractor shall erect a sign at the project site noting the State's assistance to the project. The project sign specifications and term length for this requirement are set forth in Attachment E (Special Conditions and Requirements).
- E. Public Benefit Requirements.**
 - 1. In order to ensure a public benefit accrues from an acquisition, development or construction project that is being funded the Contractor shall:
 - a. Afford the public reasonable access to or use of the project as specified by the State;
 - b. Not impose a fee for use of or access to the project without the prior written approval of the State;
 - c. Own or hold by lease or maintain and operate the project as specified by the State;
 - d. Not allow operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, license or other arrangement without first obtaining the written approval of the State;
 - e. Not alter, demolish, sell, lease or otherwise convey the project, in whole or in part, or permit a change in use of the project, without the prior written approval of the State; and
 - f. Submit all plans in writing for restoration, rehabilitation, improvement, demolition or other physical change to the completed project for State approval before work commences.
 - 2. Other public benefit requirements specific to this project, including the term length of any property restriction (e.g., preservation covenant or public access covenant) and the legal mechanism for enforcing the restriction as specified by the State are set forth in Attachment E (Special Conditions and Requirements).

3. Parkland acquired or improved by a municipality shall not be sold, leased, exchanged or otherwise disposed of (collectively, “disposed of”) or converted to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other land of equal fair market value and reasonably equivalent usefulness and location to that being disposed of or converted, and such other additional requirements as shall be required by the State.
4. Land acquired for recreation or conservation purposes by a not-for-profit organization shall be subject to a conservation easement (see, Title 3 of Article 49 of the Environmental Conservation Law) to be held by the State. Parkland shall not be disposed of by the not-for-profit organization except to the State, a local government unit or another qualifying tax exempt not-for-profit organization that shall be required to use it for recreation or conservation purposes. Disposal to any other entity of parkland acquired for recreation or conservation purposes by a not-for-profit corporation shall require the express authority of an act of the Legislature.

F. It is the Contractor’s responsibility, pursuant to Sections 57 and 220(8) of the Workers' Compensation Law, to maintain for State audit and review either proof that they have Workers' Compensation and Disability Benefits Insurance coverage for any employees, or proof of exemption from the New York State Workers’ Compensation Board. The Contractor must also obtain from any contractor or subcontractor hired to provide a service pursuant to this Master Contract, similar proof or waivers from the contractor or subcontractor, and must maintain such documentation on file for audit.

G. Archeology. In the event of any unanticipated archeological discoveries, the Contractor shall stop all work and notify the State immediately. Work shall not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

H. Preservation of Historic Properties. It is the public policy and in the public interest of the State to preserve New York’s historical, archeological, architectural and cultural heritage. All activities under this Master Contract shall be reviewed under either Section 106 of the National Historic Preservation Act or Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Any work that affects historic properties shall conform to The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995, The Secretary of the Interior's Standards and Guidelines for Archeological Documentation or any other applicable Secretary of the Interior's Standards (collectively referenced as STANDARDS), which are available from the State.

I. Planning Requirements.

1. All planning documents, plans and specifications must be accepted by the State before the Contractor awards contracts for the project or the subject property. These must be prepared by a qualified professional accepted by the State.
2. Any documents developed under this Master Contract shall include recognition of funding through the Environmental Protection Fund from the Office of Parks, Recreation and Historic Preservation.

J. Construction Requirements. If the Project described in this Master Contract includes construction, the following shall apply:

1. Contract plans, specifications, and cost estimates shall be submitted to the State for review prior to the letting

of any construction contract by the Contractor. The State shall verify that the plans, specifications and cost estimates are in conformance with the work described in Attachment B and shall so notify the Contractor in writing; the State shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. All plans and specifications as reviewed shall become part of this Master Contract, and no change or revision may be made to such plans and specifications without the express written consent of the State.

2. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS Appendix A to 41 CFR part 101 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building (I) (Code (parts 1219 1228 of Title 19 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

3. It is the Contractor's responsibility to assure that all work on the project complies with the State Environmental Quality Review Act, receives all required permits in advance, and complies with all applicable Federal, State and/or local laws including, but not limited to, zoning ordinances and building codes.

K. Post-Completion Requirements. Following completion of the project, the Contractor shall be responsible for maintaining project records. Where the project involves acquisition of equipment or acquisition of or improvement of real property, the Contractor shall be responsible for maintaining and operating the equipment, property, and/or improvements; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State shall have the right and responsibility to audit records and inspect the project and property for compliance.

MINORITY/WOMEN OWNED BUSINESS ENTERPRISES SUMMARY

The following procedures shall be followed to satisfy the requirements of the Omnibus Procurement Act with regard to the procurement of subcontractors and suppliers.

I. A directory of minority and women-owned business enterprises is available from:

Empire State Development
Division Minority and Women's Business Development
Albany, NY 12245
Phone: (518) 292-5250
<https://ny.newnycontracts.com> (MWBE Directory search)

II. Definition. For the purposes of these clauses, the following definition shall apply:

A. "Certified business" shall mean either a business certified as a minority or women-owned business enterprise pursuant to section 314 of the Executive Law.

B. "Director" shall mean the Director of the Division of Minority and Women's Business Development established by section 311 of the Executive Law.

C. "Minority group member" shall mean a United States citizen or permanent resident alien who is and can demonstrate membership in one of the following groups:

1. Black persons having origins in any of the Black African racial groups;
2. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
3. Native American or Alaskan native persons having origins in any of the original peoples of North America;
4. Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands.

D. "Minority-owned business enterprises" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more minority group members;
2. an enterprise in which such minority ownership is real, substantial and continuing;
3. an enterprise in which such minority ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise; and
4. an enterprise authorized to do business in this state and independently owned and operated.

E. "Subcontract" shall mean an agreement providing for total expenditures in excess of \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon between a contractor and any individual or business enterprise, including a sole proprietorship, partnership, corporation or not-for-profit corporation, in which a portion of a contractor's obligation under a state contract is undertaken or assumed.

F. "Women-owned business enterprise" shall mean a business enterprise, including a sole proprietorship, partnership or corporation that is:

1. at least fifty-one percent owned by one or more United States citizens or permanent resident aliens who are women;
2. an enterprise in which the ownership interest of such women is real, substantial and continuing;
3. an enterprise in which such women ownership has and exercises the authority to control independently the day-to-day business decisions of the enterprise ; and

4. an enterprise authorized to do business in this state and independently owned and operated.

III. Good Faith Efforts. In order to show good faith efforts comply with the M/WBE participation goals of this contract, the contractor shall submit such documentation as will enable the STATE to make a determination in accordance with the following criteria:

- A. Did the contractor submit a completed, acceptable utilization plan and EEO program aimed at meeting the goals for the participation of minorities and women in the contract?
- B. Did the contractor place advertisements in appropriate general circulation, trade and minority or woman-owned publications in a timely fashion?
- C. Did the contractor make written solicitations to women and minority-owned business enterprises listed in the directory of certified businesses in a timely fashion and include plans, specifications and contract terms. Did the businesses solicited respond in a timely fashion?
- D. Could the contractor have reasonably structured the work to be performed under subcontracts so as to increase the likelihood of participation by certified businesses?
- E. Did the contractor attend any pre-bid or pre-award meetings scheduled by the STATE with M/WBE's which the STATE determined were capable of performing work or supplying materials on the contract?
- F. Were the subcontract terms and conditions offered to M/WBE's comparable to those offered in the ordinary course of the contractor's business to other subcontractors on the contract?

IV. Utilization Plans

- A. If goals have been established by the STATE for the participation of certified M/WBE's on this agreement, at the direction of the STATE, but in no case later than execution of the agreement the contractor shall submit to the STATE a utilization plan on forms to be provided by the STATE. The utilization plan shall list all subcontractors and suppliers the contractor intends to use on the contract and indicate which are certified M/WBE's.
- B. The STATE will review the utilization plan and will issue to the contractor a written notice of acceptance or deficiency within twenty days of receipt. A notice of deficiency shall include;
 - 1. the name of any M/WBE which is not acceptable for the purpose of complying with M/WBE participation goals;
 - 2. elements of the contract scope of work which the STATE has determined can be reasonably structured by the contractor to increase the likelihood of participation of M/WBES; and
 - 3. other information which the STATE determines to be relevant to the utilization plan.
- C. The contractor shall respond to the notice of deficiency within seven days of receipt by submitting to the STATE a written statement which remedies the deficiencies in the original plan. If the written remedy which the contractor submits is not timely or is found by the STATE to be inadequate, the STATE shall so notify the contractor within five days and direct the contractor to submit a request for a partial or total waiver of M/WBE participation goals on forms to be provided by the STATE. The request for waiver must be submitted within five days of the contractors receipt of a notice that the statement of remedy was untimely or inadequate.
- D. A contractor who has made good faith efforts to obtain commitments from M/WBE subcontractors and suppliers prior to submitting its utilization plan may request a waiver at the same time it submits its utilization plan. If a request for waiver is submitted with the utilization plan, and is not accepted by the STATE at that time, the provisions of clauses (b) and (c), regarding the notice of deficiency and written remedy will apply. In this case, the contractor may submit a second request for waiver as directed by the STATE.
- E. If the contractor does not submit a request for waiver, or if the STATE determines that the utilization plan does not indicate that the M/WBE participation goals will be met and that the good faith efforts of the contractor have been inadequate to justify the granting of the request for waiver, the STATE shall

terminate the contract, or if the contract has not been executed, the STATE shall withdraw from contract negotiations. Notice of termination or withdrawal, along with a denial of a request for waiver, where applicable, shall be delivered to the contractor no later than twenty days after the STATE receives the request for waiver.

F. The contractor shall attempt to utilize, in good faith, any MBE or WBE identified within its utilization plan, at least to the extent indicated in the plan.

V. Administrative Hearing on Disqualification of Contractor.

A. If the STATE disqualifies the contractor on the ground that the contractor has failed to remedy deficiencies in its utilization plan or document good faith efforts to remedy such deficiencies, the contractor shall be entitled to an administrative hearing, on the record, before a hearing officer appointed by the STATE, to review the determination of disqualification of the contractor.

B. The hearing officer's determination shall be a final administrative determination of the STATE and shall be reviewable by a proceeding brought pursuant to the Civil Practice Law and Rules, provided such proceeding is commenced within thirty days of notice given by certified mail, return receipt requested, rendering such final administrative determination in accordance with the provisions of section 313 of the Executive Law.

C. Such review shall be commenced in the Supreme Court, Appellate Division, Third Department, and shall be heard and determined in preference to all other civil business pending therein, except election matters, irrespective of position on the calendar. Appeals taken to the Court of Appeals of the State of New York shall be subject to the same preference.

VI. Reports.

The contractor shall submit, and shall require subcontractors to submit, reports showing the participation of all business enterprises on this contract, including minority and women-owned business enterprises on forms and at intervals to be established by the STATE. Reports not submitted at such times as shall be required by the STATE shall be cause for the STATE to delay implementing scheduled payments to the contractor.

VII. Contractor's Failure or Inability to Meet M/WBE Participation Goals.

A. If the contractor, after making good faith efforts, is unable to comply with a contract's M/WBE participation goals, the contractor may submit a request for a partial or total waiver on forms provided by the STATE. If the documentation required with the request for a waiver is complete, the STATE shall evaluate the request and issue a written notice of acceptance or denial within twenty days of receipt.

B. If the STATE, upon review of the contractor's utilization plan and compliance reports, determines that the contractor is failing or refusing to comply with M/WBE participation goals, and no waiver has been issued in regards to such non-compliance, the STATE may issue a notice of deficiency to the contractor. The contractor must respond to the notice within seven days of receipt. This response may include a request for partial or total waiver of M/WBE participation goals.

VIII. Contractor and Agency Complaints, Arbitration.

A. If the contractor submits a request for a waiver of M/WBE participation goals and the STATE denies the request or fails to respond within twenty days of receiving it, the contractor may file a complaint with the Director according to the provisions of section 316 of Article 15-A of the Executive Law. The complaint must be filed within twenty days of the STATE's receipt of the request for waiver, if the STATE has not responded in that time, or within twenty days of a notification that the request has been denied by the STATE.

B. If the contractor fails to respond to a notice of deficiency, the STATE may file a complaint with the Director pursuant to section 316 of Article 15-A of the Executive Law.

C. A complaint shall set forth the facts and circumstances giving rise to the complaint together with a demand for relief.

D. The party filing a complaint, whether the contractor or the STATE, shall deliver a copy to the other party. Both the complaint and the copy shall be delivered by either personal service or by certified mail, return receipt requested.

E. Upon receipt of a complaint, the Director shall provide the party against whom the complaint has been filed with an opportunity to respond to the complaint. If within thirty days of receipt of the complaint, the Director is unable to resolve the complaint to the satisfaction of the STATE and the contractor, the complaint shall be referred to the American Arbitration Association for resolution pursuant to section 316 of Article 15-A of the Executive Law and the applicable requirements of Article 75 of the Civil Practice Law and Rules.

F. Upon conclusion of the arbitration proceedings, the arbitrator will submit to the Director his or her award regarding the alleged violation of the contract or the refusal of the STATE to grant a waiver request by the contractor. The award of the arbitrator with respect to an alleged violation of the contract or the refusal of the state agency to grant a waiver shall be final and may be vacated or modified only as provided by Article 75 of the Civil Practice Law and Rules.

G. Upon conclusion of the arbitration proceedings and the rendition of an award, the arbitrator will also recommend to the Director a remedy, including, if appropriate, the imposition of sanctions, fines or penalties. The Director will either;

1. adopt the recommendation of the arbitrator;
2. determine that no sanctions, fines or penalties should be imposed; or
3. modify the recommendation of the arbitrator, provided that such modification shall not expand upon any sanction recommended or imposed by any new sanction, or increase the amount of any recommended fine or penalty.

H. The Director, within ten days of receipt of the arbitrator's award and recommendations, will file a determination of such matter and shall cause a copy of such determination to be served upon the parties by personal service or by certified mail, return receipt requested. The determination of the Director as to the imposition of any fines, sanctions, or penalties shall be reviewable pursuant to Article 78 of the Civil Practice Law and Rules.

I. The determination of the STATE or the contractor to proceed with a complaint shall not preclude the STATE, in its discretion, from pursuing any-other remedies which it may have pursuant to law and the contract.

IX. Subcontracts. The contractor will include the provisions of sub-paragraphs (V) and (VIII) above in every subcontract, as defined in sub-paragraph (II), in such a manner that such provisions will be binding upon the subcontractor as to work in connection with this contract.

Legal Notice for Bidders:

Funding for this project comes in part through an Environmental Protection Fund grant administered by the New York State Office of Parks, Recreation and Historic Preservation (OPRHP). Under Article 15A, Executive Law, the State of New York is committed to providing Minority and Women Owned Business (MWBE) equal opportunity to participate in government contracts. The following goals have been set for this project: 13% Minority Business Enterprise (MBE) and 17% Women-owned Business Enterprise (WBE). The successful bidder may be required to furnish reports showing the participation of various business enterprises of subcontractors and suppliers on the contract.

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY
SECTION 139-D OF THE STATE FINANCE LAW

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

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

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

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

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE BY AFFIXING A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE.

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING*:

NAMES OF PARTNERS OR PRINCIPALS

LEGAL RESIDENCE

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING*:

NAME

LEGAL RESIDENCE

President

Secretary

Treasurer

*Attach additional sheets as deemed necessary

Identifying Data

Potential Contractor _____

Address _____

Street

City, Town, etc.

Telephone _____

Title _____

If applicable, Responsible Corporate Officer

Name _____

Title _____

Signature _____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

Legal name of person, firm or corporation

Legal name of person, firm or corporation

By _____

Name

Name

Title

Title

Address _____

Street

Address _____

Street

City

State

City

State

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
1.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
2.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
3.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
4.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
5.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:						
6.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
7.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
8.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
9.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	
10.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:								
1.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
2.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
3.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
4.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:								
5.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
6.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
7.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	
8.	Agency/Owner						Award Date	Completion Date
	Contact Person			Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable				EIN of JV, if applicable	
				Total Contract Amount	Amount Sublet to others		Uncompleted Amount	

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:							
9.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
10.	Agency/Owner					Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer			
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable	
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount		
Grand Total All Uncompleted Contracts						\$0.00	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets

1. Cash		\$	-	

2. Accounts receivable - less allowance for doubtful accounts	\$	-		
Retainers included in accounts receivable	\$	-		
Claims included in accounts receivable not yet approved or in litigation	\$	-		
Total Accounts Receivable	\$	-		
3. Notes receivable - due within one year	\$	-		
4. Inventory - materials	\$	-		
5. Contract costs in excess of billings on uncompleted contracts	\$	-		
6. Accrued income receivable				
Interest	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Accrued Income Receivable	\$	-		
7. Deposits				
Bid and Plan _____	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Deposits	\$	-		
8. Prepaid Expenses				
Income Taxes	\$	-		
Insurance	\$	-		
Other (list) _____	\$	-		
_____	\$	-		
Total Prepaid Expenses	\$	-		
9. Other Current Assets				
Other (list) _____	\$	-		
_____	\$	-		
Total Other Current Assets	\$	-		
10. Total Current Assets				\$

11. Investments				
Listed securities-present market value	\$	-		
Unlisted securities-present value	\$	-		
Total Investments				\$

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

12. Fixed Assets

Land	\$	-	
Building and improvements	\$	-	
Leasehold improvements	\$	-	
Machinery and equipment	\$	-	
Automotive equipment	\$	-	
Office furniture and fixtures	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total			\$ -
Less: Accumulated depreciation			\$ -
Total Fixed Assets - Net			\$ -

13. Other Assets

Loans receivable			
Officers	\$	-	
Employees	\$	-	
Shareholders	\$	-	
Cash surrender value of officers' life insurance	\$	-	
Organization expense – net of amortization	\$	-	
Notes receivable - due after one year	\$	-	
Other (list) _____	\$	-	
	\$	-	
Total Other Assets			\$ -

14. TOTAL ASSETS

\$ -

\$ -

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

LIABILITIES

Current Liabilities

15. Accounts payable	\$	-
16 a. Loans from shareholders - due within one year	\$	-
16 b. Other Loans - due within one year	\$	-
17. Notes payable - due within one year	\$	-
18. Mortgage payable - due within one year	\$	-
19. Other payables - due within one year		
Other (list) _____	\$	-
_____	\$	-

Total Other Payables - due within one year	\$	-
20. Billings in excess of costs and estimated earnings	\$	-
21. Accrued expenses payable		
Salaries and wages	\$	-
Payroll taxes	\$	-
Employees' benefits	\$	-
Insurance	\$	-
Other	\$	-
Total Accrued Expenses Payable	\$	-
22. Dividends payable	\$	-
23. Income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Income Taxes Payable	\$	-
24. Total current liabilities	\$	-
25. Deferred income taxes payable		
State	\$	-
Federal	\$	-
Other	\$	-
Total Deferred Income Taxes	\$	-
26. Long Term Liabilities		
Loans from shareholders - due after one year	\$	-
Other Loans - due within one year		
Principle	\$	-
Interest	\$	-
Notes payable - due after one year	\$	-
Mortgage - due after one year	\$	-
Other payables - due after one year	\$	-
Other (list) _____	\$	-
_____	\$	-
Total Long Term Liabilities	\$	-

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

27. Other Liabilities			
Other (list) _____	\$	-	
_____	\$	-	
Total Other Liabilities _____	\$	-	
28. TOTAL LIABILITIES			\$ _____

NET WORTH

29. Net Worth (if proprietorship or partnership)			\$ _____
30. Stockholders' Equity			
Common stock issued and outstanding	\$	-	
Preferred stock issued and outstanding	\$	-	
Retained earnings	\$	-	
Total	\$	-	
Less: Treasury stock	\$	-	
31. TOTAL STOCKHOLDERS' EQUITY			\$ _____
32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY			\$ _____

New York State Office of Parks, Recreation and Historic Preservation
Contractor's Solicitation Log

Project No: _____ Region: _____ Date Submitted: _____ Page _____ of _____

Contractor/Firm Name & Address: _____ County: _____
 _____ Contact Person: _____
 _____ E-Mail: _____
 _____ Telephone No: _____

	Firm Name Address, City, State, Zip Contact Person	Program	Telephone No Fax No E-Mail Address	Date of Contact Follow-up Date	Deadline Response Date	Method(s) of Contact	M / WBE Response Code	Bidder Action Code
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

M/WBE Response Codes:

- 11 - Submitted Written Quote
- 12 - Submitted Verbal Quote
- 13 - Negotiating With Prime
- 14 - Developing Quote

21 - Not Certified for Item(s)

- 22 - Location Unacceptable
- 23 - No Price Agreement
- 24 - No Time For Bid
- 25 - Schedule Unacceptable

Bidder Action Codes:

- 31 - Selected
- 32 - Unavailable
- 33 - No Longer in Business
- 34 - Undeliverable

35 - Unreachable

- 36 - Unresponsive
- 37 - Not Selected

Method of Contact:

- 41 - Mail
- 42 - E-Mail
- 43 - Phone
- 44 - FAX

45 - Face to Face

Program:

- MBE
- WBE
- DBE
- Other



MWBE PAYMENT STATEMENT – GRANTS

INSTRUCTIONS: As a condition of the contract awarded, this form is to be properly completed by the primary contractor and submitted with each payment application indicating ALL subcontractors and suppliers utilized on the project.

Grant Contract Number:		MWBE Goals Assigned: MBE _____ % WBE _____ %		Name of Prime Contractor:			
Name of Grant Recipient:		Total Dollar Value of Grant Award:		Contact Person:			
Description of Project:		Total Cost/Value of this Contract:		Certified NYS MWBE: <input type="checkbox"/> Yes <input type="checkbox"/> No			
Subcontractor / Supplier Name and Address		Designation (Check all that apply)	FEIN	Total Dollar Value of Contract	Payments This Report Period Only	Total Payments made to date	
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub					
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub					
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub					
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub					
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub					
		<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> Supplier <input type="checkbox"/> Sub					
DECLARATION: Under penalty of perjury, I attest as follows: I certify that I am a representative of the above-stated Contractor and that I am authorized to make this DECLARATION on behalf of the Contractor. All information stated on this Payment Statement is true and correct. Payments stated on this form were made by the Contractor for work actually performed by the subcontractor(s) and/or supplier(s) listed, including MWBE. The Contractor has complied with all contract provisions and laws, including those related to use of MWBEs, equal opportunity and affirmative action.				FOR NYS OPRHP USE ONLY		DOLLAR VALUE	% OF TOTAL AWARD
				Total value of contract for services and/or supplies assigned to MBE			
Signature of Contractor:		Date:	Total value of contract for services and/or supplies assigned to WBE				
Print Name and Title:				Total overall dollar value and percentage of contract assigned to MWBE			

MONTHLY WORKFORCE EMPLOYMENT UTILIZATION REPORT - CONSTRUCTION

Agency: _____ Code: _____ Reporting Period: _____

Contractor Firm Name _____ Address: _____
Street City State Zip

Id/Payee Id. No. _____ Contract No. _____ Location of Work: _____
County Zip

Check One: Prime Contractor Subcontractor Grantee

Contract Amount _____ Contract Start Date _____ Percent of Job Completed _____

F-Foreman/Supervisor J-Journeyman A-Apprentice/Trainee	Total Hours Worked During Reporting Period														Total Number of Employees		Total Number of Minority Employees	
	Total Hours Worked All Employees		Black (Not of Hispanic Origin)		Hispanic		Asian Pacific Islander		Native American/Alaskan Native		Minority		Female					
Job or Trade Category	M	F	M	F	M	F	M	F	M	F	hr.	%	hr.	%	M	F	M	F
Field Office Staff: Professionals Office/Clerical																		
Laborers	F																	
	J																	
	A																	
Equipment Operators	F																	
	J																	
	A																	
Surveyors	F																	
	J																	
	A																	
Truck Drivers	F																	
	J																	
	A																	
Iron workers	F																	
	J																	
	A																	
Carpenters	F																	
	J																	
	A																	
Cement Masons	F																	
	J																	
	A																	
Painters	F																	
	J																	
	A																	
Electricians	F																	
	J																	
	A																	
Plumbers	F																	
	J																	
	A																	
Other:	F																	
	J																	
	A																	
Grand Totals																		

Company Official's Name _____
 Company Official's Signature _____
 Telephone Number _____

Title _____
 Date _____

MONTHLY WORK FORCE EMPLOYMENT UTILIZATION REPORT - CONSTRUCTION
INSTRUCTIONS FOR COMPLETION

PURPOSE: The *Monthly Work Force Employment Utilization Report* is prepared by all construction contractors and subcontractors to document their actual employment of minority group members and women during the period covered by the report. The report has a format similar to forms used by the Federal Government (e.g. U.S. Department of Labor) for reporting equal employment opportunity data. The report covers all hourly workers, including foremen, supervisors or crew chiefs, journey workers and apprentices or trainees working on the project. Professional and office clerical field office staff working on the contract shall also be reported. The completed reports are used by the contracting state agency to monitor the contractor's and subcontractor's compliance with the contract's equal employment opportunity requirements.

GENERAL INFORMATION:

1. *Name of contracting state agency* and state agency code (five-digit code).
2. *Reporting period* covered by report (monthly/year).
3. *Contractor or subcontractor firm name* (prime contractor on summary report submitted to agency) and address (including city name, state and zip code).
4. Contractor or subcontractor *Federal Employer Identification number* or payee identification number (prime contractor I.D. on summary report); check to indicate prime or subcontractor report.
5. *Contract Amount* is dollar amount based on terms of the contract.
6. *Contract number* is the agency assigned number given to the contract (seven digits).
7. *Location of work* including county and zip code where work is performed.
8. *Contract start date* is month/day/year work on contract actually began.
9. Contractor's *estimate of the percentage of work completed* at the end of this reporting period.

JOB OR TRADE CATEGORIES: A field office staff category plus ten job categories are printed on the form. These are trades commonly use in construction. The categories are intended to be general in nature, and may include several occupational job titles. *If trades other than those identified are required to perform work on the contract*, this work should be combined and reported in the 'Other' category. Work level designations of foreman/supervisor (F), journeyworker (J), and apprentice/trainee (A) are included as separate entries for each standard job category; hours worked must be recorded opposite the appropriate work level for each.

TOTAL HOURS WORKED DURING REPORTING PERIOD: Report the total hours worked by all employees during the reporting period, regardless of ethnicity, under each job category in column (1) for males (M) and column (2) for females (F). In columns (3) thru (10) report the total hours worked by male and female *minority group members* of one of the following defined groups:

- *Black (not of Hispanic origin):* all persons having origins in any of the Black African racial groups;
- *Hispanic:* all persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American or either Indian or Hispanic origin, regardless of race;
- *Asian or Pacific Islander:* all persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands;
- *Native American or Alaskan Native:* all persons having origins in any of the original peoples of North American.

MINORITY % = sum of all employment of minority group members (M and F) in the job category divided by the total hours worked by all employees in that job category (column 1 ÷ column 2).

FEMALE % = total hours worked by all female employees in the job category (column 2) divided by the total hours worked by all employees in that job category (column 1 ÷ column 2).

TOTAL NUMBER OF EMPLOYEES: record the *total number of all persons employed* during the reporting period, regardless of ethnicity; report the numbers of male (M) and female (F) employees separately.

TOTAL NUMBER OF MINORITY EMPLOYEES: record the *total number of minority persons employed* during the reporting period; report the numbers of minority male (M) and minority female (F) employees separately.

GRAND TOTALS: column totals should be calculated for all job categories combined. Total minority and female percentages should be calculated as shown above, based on the column grand totals.

SUBMISSION: The monthly work force utilization report is to be completed by both prime and subcontractors and signed and dated by an *authorized representative* before submission. This Company Official's name, official title and telephone number should be printed or typed where indicated on the bottom of the form.

The *prime contractor* shall complete a report for its own force, collect reports completed by each subcontractor, and prepared a summary report for the entire combined contract work force. The reports shall include the total work hours for all employees in each work category for all payrolls completed in the monthly reporting period. The prime contractor shall submit the summary report to the contracting agency as required by *Part 542 of Title 9 Subtitle N of the NYCRR* pursuant to *Article 15-A of the Executive Law*.



Revised 2015

APPLICATION FOR WAIVER OF MWBE PARTICIPATION GOALS

Section 1: Grant Project Information

Grant Contract Number:	MWBE Goals Assigned:
Description of Project:	Total Dollar Value of Grant Award: \$ Total Cost/Value of Grant Project: \$
Grant Program: (Please check all that apply) CFA EPF RTP OTHER _____	If federal funds are being used for a portion of this grant project please indicate the amount: \$

Section 2: Grant Recipient Information

Name of the Grant Recipient:	Contact Person:
Street Address:	Telephone Number:
City, State, Zip Code:	E-Mail Address:

Section 3: Type of MWBE Waiver Requested

MBE Waiver	Total	Partial	Utilization Plan must be submitted along with this form to show proposed Goals.
WBE Waiver	Total	Partial	

Section 4: Supporting Documentation

Provide the following documentation as evidence of your good faith efforts to meet the M/WBE goals set forth in the contract and support of your waiver application: (Please check all that apply).

Attachment A. Please attach a detailed letter as to why the waiver is being sought.

Attachment B. List of the general circulation, trade and MWBE specific publications and dates of publications in which your firm solicited for certified MWBE participation as a subcontractor/supplier and copies of such solicitations.

Attachment C. List of the certified MWBEs appearing in the Empire State Development M/WBE directory (www.esd.ny.gov) that were solicited for this contract. Provide proof of dates or copies of the solicitations and copies of the responses made by the certified MWBE. Describe specific reasons that responding certified MWBEs were not selected.

Attachment D. Descriptions of the contract documents/plans/specifications made available to certified MWBEs by the contractor when soliciting their participation and steps taken to structure the scope of work for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

Attachment E. Description of the negotiations between the contractor and certified MWBEs for the purposes of complying with the MWBE goals of this contract.

Attachment F. Identify dates of pre-bid, pre-award or other meetings attended by the contractor and scheduled by OPRHP with certified MWBEs whom OPRHP determined were capable of fulfilling the MWBE goals set in the contract.

Attachment G. Other information deemed relevant to the request.

Section 4: Signature and Contact Information

DECLARATION: The undersigned certifies that she or he is authorized by the Contractor identified above to make this Declaration. The Contractor has made good faith efforts, as defined in NYS law, to meet the MWBE goals contained in NYS law and under the applicable contract. The undersigned acknowledges that failure to submit complete and accurate information in connection with a waiver request may result in denial and/or a finding of noncompliance. Failure to establish good faith efforts may result in suspension or termination of a New York State contract.

Prepared By : (Signature)	Date:
---------------------------	-------

Name and Title of Preparer:

Competitive Bid Tabulation

Bid #:

Date:

Page 1 of ____

Buyer:

Award By:

Vendor Name

City, State

Phone #

Email or Fax

Contact Name

Minority Vendor

Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Item No.	Description	Qty	UM	Unit Price	(Copy formula as needed) Extension	Unit Price	(Copy formula as needed) Extension	Unit Price	(Copy formula as needed) Extension
					\$0.00		\$0.00		\$0.00
Total					\$0.00		\$0.00		\$0.00

New York State Office of Parks, Recreation and Historic Preservation
Contractor's Solicitation Log

Project No: _____ Region: _____ Date Submitted: _____ Page _____ of _____

Contractor/Firm Name & Address: _____ County: _____
 _____ Contact Person: _____
 _____ E-Mail: _____
 _____ Telephone No: _____

	Firm Name Address, City, State, Zip Contact Person	Program	Telephone No Fax No E-Mail Address	Date of Contact Follow-up Date	Deadline Response Date	Method(s) of Contact	M / WBE Response Code	Bidder Action Code
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

M/WBE Response Codes:

- 11 - Submitted Written Quote
- 12 - Submitted Verbal Quote
- 13 - Negotiating With Prime
- 14 - Developing Quote

Bidder Action Codes:

- 21 - Not Certified for Item(s)
- 22 - Location Unacceptable
- 23 - No Price Agreement
- 24 - No Time For Bid
- 25 - Schedule Unacceptable

Bidder Action Codes:

- 31 - Selected
- 32 - Unavailable
- 33 - No Longer in Business
- 34 - Undeliverable

Method of Contact:

- 35 - Unreachable
- 36 - Unresponsive
- 37 - Not Selected

Method of Contact:

- 41 - Mail
- 42 - E-Mail
- 43 - Phone
- 44 - FAX

45 - Face to Face

Program:

- MBE
- WBE
- DBE
- Other

SECTION 01 06 00

GENERAL REQUIREMENTS FOR SAFETY AND HEALTH

PART 1- GENERAL

1.01 SUMMARY

- A. This procedure includes general safety and health guidelines to follow when performing any construction or demolition work on a project.

1.02 REFERENCES

- A. Safety and health requirements shall conform to the following:
 - 1. Code of Federal Regulations (CFR):
 - a. OSHA General Industry Safety and Health Standards (29 CFR 1910), Publication V2206; OSHA Construction Industry Standards (29 CFR 1926). One source of these regulations is OSHA Publication 2207, which includes a combination of both Parts 1910 and 1925 as they relate to construction safety and health. It is for sale by the Superintendent of Documents. U.S. Government Printing Office, Washington, D.C. 20402.
 - b. National Emission Standards for Hazardous Air Pollutants (40 CFR, Part 61).
 - 2. Federal Standard (Fed. Std):
 - a. 313A: Material Safety Data Sheets, Preparation and the Submission of.

1.03 DEFINITIONS

- A. Hazardous Materials: Refer to hazardous and toxic materials/substances included in Subparts H and Z of 29 CFR 1910, and to others as additionally defined in Fed. Std. 313. Those most commonly encountered include asbestos, polychlorinated biphenyls (PCBS), explosives, and radioactive material, but may include others. The most likely products to contain asbestos are sprayed-on fireproofing, insulation, boiler lagging, and pipe covering.

1.04 SUBMITTALS

- A. Design Data/Test Reports/Certificates:
 - 1. Accident Reporting: A copy of each accident report, which the Contractor or subcontractors submit to their insurance carriers, shall be forwarded through the Owner to the Architect as soon as possible, but in no event later than seven (7) calendar days after the day the accident occurred.
 - 2. Permits: If hazardous materials are disposed of off site, submit copies of permits from applicable, Federal, State, or municipal authorities.
 - 3. Other Submittals: If agreed to in writing at the preconstruction safety meeting, other submittals shall be required. One such submittal which may be included is a plan of action for handling hazardous materials to contain the following:
 - a. Number, type, and experience of employees to be used for the work.
 - b. Description of how safety and health regulations and standards shall be met.
 - c. Type of protective equipment and work procedures to be used.
 - d. Emergency procedures for accidental spills or exposures.
 - e. Procedures for disposing of or storing the toxic/hazardous materials.
 - f. Identification of possible hazards, problems, and proposed control mechanisms.
 - g. Protection of public or others not related to the operation.
 - h. Interfacing and control of subcontractors, if any.
 - i. Identifications of analysis, test demonstrations, and validation requirements.
 - j. Method of certification for compliance.

1.05 QUALITY ASSURANCE:

- A. Regulatory Requirements:
 - 1. Compliance With Regulations: All work, including the handling of hazardous materials or the disturbance or dismantling of structures containing hazardous materials shall comply

with the applicable requirements of 29 CFR 1926/1910. Work involving the disturbance or dismantling of asbestos or asbestos containing materials; the demolition of structure containing asbestos; and/or the disposal and removal of asbestos, shall also comply with the requirements of 40 CFR, Part 61, Subparts A and B. All work shall comply with applicable state and municipal safety and health requirements. Where there is a conflict between applicable regulations, the most stringent shall apply.

2. Contractor Responsibility: The Contractor shall assume full responsibility and liability for compliance with all applicable regulations pertaining to the health and safety of personnel during the execution of work, and shall hold the Government harmless for any action on his part or that of his employees or subcontractors, which results in illness, injury, or death.
3. Inspections, Tests, and Reports: The required inspections, tests, and reports made by the Contractor, subcontractors, specially trained technicians, equipment manufacturers, and others as required shall be at the Contractor's expense.
4. Special facilities, devices, equipment, clothing, and similar items used by the Contractor in the execution of work shall comply with the applicable regulations.
5. The Contractor shall bring to the attention of the Architect any material suspected of being hazardous which he encounters during execution of the work. A determination will be made by the Architect as to whether the Contractor shall perform tests to determine if the material is hazardous. If the Architect directs the Contractor to Perform tests, and/or if the material is found hazardous and additional protective measures are needed, a contract change may be required, subject to "Differing Site Conditions" clause of the General Conditions.
6. Stop Work Orders: When the Contractor or his/her subcontractors are notified by the Architect's representative(s) of any noncompliance with the provisions of the contract and the action(s) to be taken, the Contractor shall immediately, if so directed, or within 48 hours, after receipt of a notice of violation correct the unsafe or unhealthy condition. If the Contractor fails to comply promptly, all or any part of the work being performed by be stopped by the Architect or his/her representative(s) with a "Stop Work Order". When, in the opinion of the Architect or his/her representative(s), satisfactory corrective action has been taken to correct the unsafe and unhealthy condition, a start order will be given immediately. The Contractor shall not be allowed any extension of time or compensation for damages by reason of or in connection with such work stoppage.
7. The Contractor shall take all necessary precautions to prevent injury to the public, building occupants, or damage to property of others. For the purposes of this contract, the public or building occupants shall include all persons not employed by the Contractor or a subcontractor working under his/her direction.
8. Work shall not be performed in any area occupied by the public or Federal employees unless specifically permitted by the contract or the Architect and unless adequate steps are taken for the protection of the public or Federal employees.
9. Whenever practicable, the work area shall be fenced, barricaded, or otherwise blocked off from the public or building occupants to prevent unauthorized entry into the work area.
10. Alternate Precautions: When the nature of the work prevents isolation of the work area and the public or building occupants may be in or pass through, under or over the work area, alternate precautions such as the posting of signs, the use of signal persons, the erection of barricades or similar protection around particularly hazardous operations shall be used as appropriate.
11. Public Thoroughfare: When work is to be performed over a public thoroughfare such as a sidewalk, lobby, or corridor, the thoroughfare shall be close, if possible, or other precautions taken such as the installation of screens or barricades. When the exposure to heavy falling objects exists, as during the erection of building walls or during demolition, special protection of the type detailed in 29 CFR 1910/1926 shall be provided.
12. Fences and barricades shall be moved upon completion of the project, in accordance with local ordinance and to the satisfaction of the Architect or his/her representative(s).
13. Storing, positioning or use of equipment tools, materials, scraps, and trash in a manner likely to present a hazard to the public or building occupants by its accidental shifting, ignition, or other hazardous qualities is prohibited.

14. Obstructions: No corridor, aisle, stairway, door, or exit shall be obstructed or used in such a manner as to encroach upon routes of ingress or egress utilized by the public or building occupants, or to present unsafe or unhealthy conditions to the public or building occupants.
- B. Pre-Construction Conference: Safety Meeting: Representatives of the Contractor shall meet with the Architect and his/her representative(s) prior to the start of repair, alternation or construction activities for the purpose of reviewing the Contractor's safety and health programs and discussing implementation of all safety and health provisions pertinent to the work to be performed under the contract. The Contractor shall be prepared to discuss, in detail, the measures he/she intends to take in order to control any unsafe or unhealthy conditions associated with the work to be performed under the contract. This meeting may be held in conjunction with the pre-construction conference, if so directed by the Architect. The conduct of this meeting is not contingent upon a general pre-construction meeting. The level of detail for the safety meeting is dependent upon the nature of the work and the potential inherent hazards. The Contractor's principal on-site representative(s), the general superintendent and his/her safety representative(s) shall attend this meeting.
- C. Contractor shall adhere to OSHA requirements for COVID-19 workplace safety.

PART 2---PRODUCTS

[NOT APPLICABLE]

PART 3---EXECUTION

[NOT APPLICABLE]

END OF SECTION

SECTION 01 10 01

GENERAL PROJECT GUIDELINES

SPECIAL PROJECT PROCEDURES

1.01 SAFETY PRECAUTIONS

- A. The supervisor shall ensure that all workers wear adequate, approved protective clothing and are provided with protective equipment during work operations and as required at other times.
- B. Check manufacturer's literature for precautions and effects of products and procedures on adjacent building materials, components, and especially vegetation. Take appropriate protective measures.
- C. All workers must be protected from the effects of chemicals during repair or cleaning operations.
 - 1. DO NOT save unused portions of stain-removal materials.
 - 2. DO NOT store any chemicals in unmarked containers.
 - 3. EXCELLENT VENTILATION MUST BE PROVIDED WHEREVER ANY SOLVENT IS USED. USE RESPIRATORS WITH SOLVENT FILTERS.
 - a. NOTE: SOME OF THE SOLVENTS LISTED COULD BE KNOWN CARCINOGENS AND MAY BE BANNED IN SOME STATES.
 - 4. No use of organic solvents indoors shall be allowed without substantial air movement. Use only spark-proof fans near operations involving flammable liquids.
 - 5. Provide adequate clothing and protective gear where the chemicals are indicated to be dangerous.
 - 6. Have available antidote and accident treatment chemicals where noted.
 - 7. Avoid skin contact and inhalation of any chemical. Rubber or plastic gloves shall be worn when handling hazardous (flammable or toxic) chemicals.
 - a. Follow storage and handling procedures printed on the container labels of the cleaning solutions, provide good ventilation while working, and thoroughly wash hands after completion of the work.
 - b. Provide protective clothing which must be worn and protective creams for exposed skin areas.
 - c. Accidental contact with unprotected skin to these materials must be treated immediately by washing with soap and water, never with solvents.
 - d. Exercise care to avoid skin contact to tool cleaning solvents and to provide adequate ventilation for clean-up operations.
- D. When removing bird droppings: Bird droppings may expose workers to the effects of cryptococcosis and histoplasmosis which endanger the human respiratory system. Public health authorities shall be consulted for appropriate precautions.
 - 1. All contractor personnel must wear a National Institute for Occupational Safety and Health (NIOSH) approved full face respirator with a high efficiency particulate air (HEPA) filter for screening particles of 0.3 micron size. Dust and particle masks are not appropriate.
 - 2. Respirators must be used in accordance with OSHA regulation, 29 CFR 1910.134 and GSA policy, PBS P 5900.2C, Chapter 3, section 8. This includes fit-testing of respirators, maintenance, training, and storage requirements.
 - 3. All contractor personnel must wear protective coveralls, gloves, boots, and hats.
- E. When removing paint:
 - 1. Paint being removed most likely will contain lead. All workers must wear protective clothing (including hair), goggles and respirators with proper filters.
 - 2. No food or drink shall be allowed near any work station so as to prevent contamination from paint, paint chips, dust or chemical removers which contain lead and other toxic substances.
 - 3. Protective clothing shall be removed at the end of each day and kept at the site to prevent workers from tracking dust and paint chips to other parts of the site or to their homes.
 - 4. Wash hands and face often, especially before eating and at the end of the day.

5. All waste material shall be collected at the end of each work day and disposed of in a manner consistent with local environmental regulations. It is considered Hazardous Waste.

1.02 HISTORIC STRUCTURES PRECAUTIONS

- A. The principal aim of any work must be to halt the process of deterioration and stabilize the item's condition. Repair is a second option which becomes necessary only where preservation is not sufficient to ensure mid- to long-term survival. Repair shall always be based on the fundamental principle of 'minimal disturbance'. The following are good practices which arise from this principle:
 1. Retention of as much existing material as possible; repairing and consolidating rather than renewing.
 2. The use of additional material or structure to reinforce, strengthen, prop, tie, and/or support existing material or structure.
 3. The use of reversible processes wherever possible.
 4. The use of traditional materials and techniques. New work shall be distinguishable to the trained eye, on close inspection, from the old.
 5. The item shall be recorded before, during and after the work.
- B. No smoking will be allowed by personnel performing work on or about Historic Structures.
- C. Architect's approval is required for any change, addition or removal of historic structural fabric or historic property.
- D. Architect shall be notified of any visible change in the integrity of the material or component whether environmental, such as biological attack, ultraviolet degradation, freeze, thaw, etc., or structural defects, such as cracks, movement, or distortion.
- E. Architectural features will be repaired rather than replaced wherever possible. Repair or replacement of missing features will be based on accurate duplications rather than on conjectural designs.
- F. Work which requires existing features to be removed, cleaned and reused shall be accomplished without damage to the material itself, to adjacent materials, or the substrate.
- G. Existing features removed from the building which are to be reinstalled shall be carefully labeled and stored within the building in a place where they will not be damaged or obstruct other work.
- H. New or replacement materials/features will be permanently marked in an unobtrusive manner to distinguish them from original fabric. The manner of identification and location of these marks shall be recorded in permanent building records.
- I. Identify the historic importance of the material or feature. The item's merit, in terms of age, uniqueness of design, materials, size, technological development, association with persons or events, exceptional workmanship or design qualities, must be understood before decisions regarding repair, maintenance and preservation can be made.
- J. Statement of Non-Compliance: Wherever it is necessary to proceed with the use of products, under conditions which do not comply with the requirements (because of time schedule difficulties or other reasons which the supervisor determines that are crucial to the project), prepare a written statement for the SHPO's Record indicating the nature of the non-compliance, the reasons for proceeding, the extra or precautionary measures taken to ensure the best possible work, and the names of the individuals concurring with the decisions to proceed with the work.
- K. When cleaning, avoid over cleaning. Aim for achieving 85% clean. Most damage occurs when attempting to clean the last 15%.
 1. Do not use acids or flame tools to strip paint from stone, as it will damage the surface.
 2. Do not use steel or metal spatulas or tools to scrape stone because of the likelihood of scratching, chipping, gouging, or otherwise marring the surface.

1.03 SUBMITTALS

- A. Product Data (when applicable):

1. Submit to Architect manufacturer's technical data for each product indicated including chemical analysis, recommendations for their application and use, and any other available technical data. Include test reports and certifications substantiating that products comply with requirements.
- B. MANUFACTURERS OFFERING OTHER THAN BRAND NAME ITEMS IDENTIFIED IN THE PROCEDURE SHALL FURNISH ADEQUATE INFORMATION TO ENSURE THAT A DETERMINATION CAN BE MADE AS TO EQUALITY OF THE PRODUCT(S) OFFERED.
- C. Samples:
 1. Clearly labeled samples of all materials to be used on the job shall be submitted to the Architect for approval before work starts.
 2. The approved samples will become the standard materials used on the job. Substitutions will not be permitted without written approval from Architect.
- D. Quality Control Submittals:
 1. Submit written program for each phase of process including protection of surrounding materials during operations. Describe in detail materials, methods and equipment to be used for each phase of work.
 2. If alternative methods and materials to those indicated are proposed for any phase of work, provide written description to Architect, including evidence of successful use on other, comparable projects, and program of testing to demonstrate effectiveness for use on this project.
 3. The contractor shall supply proof of work on this type of project by submitting a list of pertinent projects the subcontractor has worked on which includes the scope of work, the budget for the scope of work, and a way to contact the owner and architect of each project.
- E. Design Data/Test Reports/Certificates:
 1. Routine testing of proposed materials, and of final work for compliance with the procedure will be carried out by the Owner or his appointed representative.
 - a. Cleaning methods shall be tested prior to selecting the one for use. The simplest and least aggressive method(s) shall be selected.
 - b. The level of cleanliness desired also shall be determined. A like-new appearance is both inappropriate and requires an overly harsh cleaning method.
 2. If test results show that performance criteria are not met, removal and repair of rejected work shall be performed.

1.04 QUALITY ASSURANCE

- A. Qualifications:
 1. Restoration Specialist: Work must be performed by a firm having not less than five years successful experience in comparable projects and employing personnel skilled in the processes and operations indicated. Project supervisor must have five years experience in work similar to this procedure. Additional personnel must also have experience.
 2. A supervisory craftsperson will be present when a craftsperson begins to perform the work in order to explain any procedures. Any modification of the written procedures will be made at that time.
 3. The supervisory craftsperson shall also be present during the work to instruct personnel as required.
- B. Source of Materials: Obtain materials from a single source for each type material required.
- C. Regulatory Requirements:
 1. Engage an approved independent testing laboratory to examine materials prior to use and continuously inspect the work for compliance with this procedure and any related documents.
 2. The required research report and manufacturer's data shall be at the site and used for reference.
 3. Conform with all applicable safety guidelines.
 4. For Cleaning: Comply with municipal and Federal regulations governing cleaning, chemical waste disposal, scaffolding and protection of adjacent surfaces.

- D. Mock-ups: After acceptance of the list of materials and proposed method of cleaning, repair or refinishing, a representative sample area shall be cleaned, repaired or refinished as specified.
 - 1. Employ the method proposed and accepted for use. Obtain acceptance of the sample area from the Architect before proceeding with remainder of the procedure.
 - 2. Maintain the sample area in its accepted condition until final acceptance of the completed work. Manufacturer's Representative shall be present during mock-up and its inspection for approval. Sample work shall be performed in an area approved by the Architect.
 - 3. A SMALLER TEST FOR EACH PRODUCT SHALL BE DONE ON EACH MATERIAL IN AN INCONSPICUOUS AREA TO CHECK FOR ADVERSE EFFECTS AND DAMAGE TO THE MATERIAL.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Packing and Shipping: Deliver materials to site in manufacturer's original and unopened containers and packaging, bearing labels as to type and names of products and manufacturers.
- B. Acceptance at Site: Handle materials in accordance with project safety guidelines and manufacturer's recommendations.
- C. Storage and Protection:
 - 1. Every effort must be made to use and reuse materials that are original to the structure. When removed from their rightful place, these materials must be stored under cover inside the building where they cannot be damaged.
 - 2. When pieces are to be removed, mark pieces inconspicuously in a consistent manner as to their original location. Document original position and label accordingly.
 - 3. If salvage material is to be used, treat it as new or original material with regard to its storage.
 - 4. Protect all materials during storage and construction from wetting by rain, snow or ground water, and from intermixture with earth or other types of materials.
 - 5. Protect materials from deterioration by moisture and temperature.
 - a. Store cementitious materials off ground, under cover and in a dry location. Protect liquid components from freezing.
 - b. Comply with manufacturer's recommendations for minimum and maximum temperature requirements for storage.
 - c. Store all chemicals in metal cabinets. No cans shall be left open or out of the cabinet overnight.

1.06 PROJECT/SITE CONDITIONS

- A. Environmental Requirements:
 - 1. Proceed with the work only when forecasted weather conditions are favorable.
 - 2. Wet weather: Do not attempt repairing of feature in raining or foggy weather. Do not apply primer, paint, putty, or epoxy when the relative humidity is above 80%. Do not remove exterior elements of structures when rain is in the forecast or in progress.
 - 3. Work in the shade when the temperature is above 75 F. Work around the structure in the shade away from the sun.
 - 4. Do not perform exterior wet work when the air temperature is below 40 F.
 - 5. NEVER begin cleaning, patching, etc. when there is any likelihood of frost or freezing.
- B. Existing Conditions: Check manufacturer's literature for precautions and effects of products and procedures on adjacent building materials, components, and especially vegetation.

1.07 SEQUENCING AND SCHEDULING

- A. Preventive Maintenance and Repair activities shall be scheduled during appropriate environmental conditions to avoid weather related failures.
- B. Submit a work schedule indicating the proposed timing and extent of the work.
- C. Co-ordinate the work schedule with that of other trades on site.

1.08 PROTECTION

- A. Do not change sources or brands of materials during the course of the work.

- B. All necessary precautions shall be taken to protect all parts of the building not being cleaned or repaired from effects of the work, including excessive amounts of water that shall not be allowed to pond in any area. Also provide protection as required to prevent damage to adjacent property.
- C. Provide protection against the spread of dust, debris and water at or beyond the work area by suitable enclosures of sheeting and tarpaulins.
- D. Provide masking or covering on adjacent surfaces and permanent equipment. Secure coverings without the use of adhesive type tape or nails. Impervious sheeting which produces condensation shall not be used.
- E. Prevent the entry of dust, debris and water into the building by sealing all openings.
- F. Provide protection from water damage to building, structure, or building contents as required.
- G. Protect all landscape work adjacent to or within maintenance work areas:
 - 1. Provide plank barriers to protect tree trunks. Bind spreading shrubs.
 - 2. Covering shall allow plants to breathe and shall be removed at the end of each work day. Do not cover plant material with a waterproof membrane for more than 8 hours at one time.
 - 3. Set scaffolding and ladder legs away from plants. Pruning requests shall be directed to the Owner's representative.
- H. Test all drains and other water removal systems to assure that drains and systems are functioning properly prior to performing any cleaning operations. Notify designated representative immediately of any and all drains or systems that are found to be stopped or blocked. Contractor shall repair drains if so directed by the designated representative. Do not begin work of this Section until the drains are in working order.
- I. Provide a method to prevent solids such as stone or mortar residue from entering the drains or drain lines. Contractor shall be responsible for cleaning out drains and drain lines that become blocked or filled by sand or any other solids because of work performed under this Contract.
- J. Scaffolding, ladders and working platforms, required for the execution of this work shall be provided. These items shall not be attached to the building.

END OF SECTION

SECTION 01 10 02
FIRE PREVENTION PRECAUTIONS FOR HOT WORK

PART 1 GENERAL

1.01 SUMMARY

- A. The following safeguards shall be observed in performing hot work, such as welding, cutting, soldering, brazing, and other operations where open flames or implements utilizing heat are used.

1.02 QUALITY ASSURANCE

- A. Regulatory Requirements:
 1. The contractor shall ensure that operations involving the use of open-flame or electrical ARC equipment are not conducted until approved by Architect.
 2. Prior to commencing operations, a positive determination shall be made if it is impractical to conduct the hot work in a shop area or outside of the building. This determination shall be made by the Owner's representative at the job site.
 3. Prior to operations, the job site shall be visited and suitable locations established for the portable equipment during actual operations and storage during non-working hours. The responsible supervisor for the Contractor and the Owner's representative (as designated in the preceding paragraph) shall confer and decide upon such locations with the Owner's representative's decision being final in event of disagreement.
 4. The Contractor shall notify the Owner for each day and of all subsequent changes that occur. This is necessary to assure inspection of all areas by the Owner's representative.
 5. The Contractor shall notify the Owner's representative of all locations where hot work is to be performed no later than the morning the work is to be performed.

PART 2 PRODUCTS

2.01 [NOT APPLICABLE]

PART 3 EXECUTION

3.01 EXAMINATION

- A. Prior to commencing operations, a positive determination shall be made that it is impractical to conduct the hot work in a shop area or outside of the building. This determination shall be made by the Owner's representative at the job site.
- B. Before operations commence, the Contractor shall furnish personnel to serve as a fire watch (or watches) for location(s) where hot work is to be done. (One fire watcher may observe several locations in a relatively small contiguous area if approved by the Owner's representative.) Each fire watch shall have a Contractor-furnished, suitable type, fully charged, operable fire extinguisher. The Contractor is responsible that the fire watcher knows how to operate the fire extinguisher and how to turn on a fire alarm and/or summon the fire department.
- C. Check the opposite side of walls, floors, ceilings, or roofs before starting operations and take suitable precautions to minimize the hazard for a fire starting or communicating to the opposite side from operations.

3.02 ERECTION, INSTALLATION, APPLICATION

- A. Combustible Material:
 1. Hot work shall not be done in or near rooms or in areas where flammable liquids or explosive vapors are present or thought to be present. In the latter case, a combustible gas indicator (explosimeter) test shall be made to assure that the area is safe. The Contractor is responsible for arranging for such test and he shall bear such charges as may be incurred.
 2. Insofar as possible, the Contractor shall remove and keep the area free from all combustibles, i.e., rubbish, paper, waste, etc., within a twenty-five (25) foot radius from operations.

3. If combustible material cannot be removed, the Contractor shall furnish fireproof blankets and cover such materials with them, insuring that no openings exist into which sparks can penetrate. At the direction of the Owner's representative, wood floors, walls, and ceiling shall be wet down thoroughly with water before, during, and after operations to afford adequate protection. NOTE: TAKE SPECIAL CARE NOT TO DAMAGE HISTORIC WOOD FABRIC DURING THIS PROCESS. CONSULT ARCHITECT BEFORE PERFORMING THIS WORK.
 4. Where possible, the Contractor shall furnish and use baffles of metal or gypsum board to prevent the spraying of sparks, hot slag, etc., into surrounding combustible material.
- B. Safety Measures:
1. The Contractor shall prevent the extension of sparks and particles of hot metal through open windows, doors, holes, and cracks in floors, walls, ceilings, roofs, and the like.
 2. Where cylinders of gas are used in hot work, they shall be placed a safe distance from work. The Contractor shall check hoses and equipment for deterioration, malfunction, and leaks prior to starting operations. He shall provide suitable supports to prevent accidental overturning of cylinders. All cylinder control valves shall be shut off while the equipment is unattended. Acetylene cylinders shall be in an upright position while in use with the gas pressure regulator set at 15 psi or less.
 3. When hot work operations are completed or ended for the day, each location of the day's work shall be inspected by the supervisor representative of the Contractor not sooner than thirty (30) minutes after completion of operations to detect hidden or smoldering fires and to insure that proper housekeeping is maintained.
 4. Where sprinkler protection exists, it shall be maintained without interruption while operations are being performed. If operations are undertaken close to automatic sprinkler heads, gypsum board sheets or damp cloth guards may be used to shield the individual heads temporarily.
 5. If any of the above safeguards are not employed, or are violated, the Owner's representative may, by written notice, stop the work until compliance is obtained. Such stoppage shall not relieve the Contractor from performing his work within the contract period for the contract price.

END OF SECTION

SECTION 01 20 00
PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.

1.02 RELATED REQUIREMENTS

- A. Section 00 50 00 - Contracting Forms and Supplements: Forms to be used.
- B. Section 01 22 00 - Unit Prices: Monetary values of unit prices, payment and modification procedures relating to unit prices.

1.03 SCHEDULE OF VALUES

- A. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit draft to Architect for approval.
- B. Forms filled out by hand will not be accepted.

1.04 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement.
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified; submit sample to Architect for approval.
- C. Forms filled out by hand will not be accepted.
- D. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Values.
 - 4. Previous Applications.
 - 5. Work in Place and Stored Materials under this Application.
 - 6. Authorized Change Orders.
 - 7. Total Completed and Stored to Date of Application.
 - 8. Percentage of Completion.
 - 9. Balance to Finish.
 - 10. Retainage.
- E. Execute certification by signature of authorized officer.
- F. Submit three copies of each Application for Payment.

1.05 MODIFICATION PROCEDURES

- A. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Architect will issue instructions directly to Contractor.
- B. For other required changes, Architect will issue a document signed by Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
- C. For changes for which advance pricing is desired, Architect will issue a document that includes a detailed description of a proposed change with supplementary or revised drawings and specifications, a change in Contract Time for executing the change and the period of time during which the requested price will be considered valid. Contractor shall prepare and submit a fixed price quotation within 7 days.
- D. Computation of Change in Contract Amount: As specified in the Agreement and Conditions of the Contract.
- E. Substantiation of Costs: Provide full information required for evaluation.

1. On request, provide the following data:
 - a. Quantities of products, labor, and equipment.
 - b. Taxes, insurance, and bonds.
 - c. Overhead and profit.
 - d. Justification for any change in Contract Time.
 - e. Credit for deletions from Contract, similarly documented.
- F. Execution of Change Orders: Architect will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- G. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- H. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.

1.06 APPLICATION FOR FINAL PAYMENT

- A. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- B. Application for Final Payment will not be considered until the following have been accomplished:
 1. All closeout procedures specified in Section 01 70 00.

END OF SECTION

SECTION 01 22 00

UNIT PRICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Measurement and payment criteria applicable to Work performed under a unit price payment method.

1.02 RELATED REQUIREMENTS

- A. Document 00 21 13 - Instructions to Bidders: Instructions for preparation of pricing for Unit Prices.
- B. Document 00 43 22 - Unit Prices Form: List of Unit Prices as supplement to Bid Form
- C. Section 01 20 00 - Price and Payment Procedures: Additional payment and modification procedures.

1.03 COSTS INCLUDED

- A. Unit Prices included on the Bid Form shall include full compensation for all required labor, products, tools, equipment, plant, transportation, services and incidentals; erection, application or installation of an item of the Work; overhead and profit.

1.04 UNIT QUANTITIES SPECIFIED

- A. Quantities indicated in the Bid Form are for bidding and contract purposes only. Quantities and measurements of actual Work will determine the payment amount.

1.05 MEASUREMENT OF QUANTITIES

- A. Measurement methods delineated in the individual specification sections complement the criteria of this section.
- B. Take all measurements and compute quantities. Measurements and quantities will be verified by Owner.
- C. Assist by providing necessary equipment, workers, and survey personnel as required.
- D. Measurement by Area: Measured by square dimension using mean length and width or radius.
- E. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.

1.06 PAYMENT

- A. Payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities of Work that is incorporated in or made necessary by the Work and accepted by the Architect, multiplied by the unit price.
- B. Payment will not be made for any of the following:
 - 1. Products determined as unacceptable before or after placement.
 - 2. Products not completely unloaded from the transporting vehicle.

1.07 DEFECT ASSESSMENT

- A. Replace Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct one of the following remedies:
 - 1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Architect.
 - 2. The defective Work will be partially repaired to the instructions of the Architect, and the unit price will be adjusted to a new unit price at the discretion of Architect.
- C. If, in the opinion of Owner, it is not practical to remove and replace the Work, Owner will direct one of the following remedies:
 - 1. The defective Work may remain, but the unit price will be adjusted to a new unit price at the discretion of Owner.

2. The defective Work will be partially repaired to the instructions of the Owner, and the unit price will be adjusted to a new unit price at the discretion of Owner.

D. The authority of Owner to assess the defect and identify payment adjustment is final.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 30 00
ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.
- C. Submittals for review, information, and project closeout.
- D. Number of copies of submittals.
- E. Submittal procedures.

1.02 RELATED REQUIREMENTS

1.03 PROJECT COORDINATION

- A. Project Coordinator: Construction Manager.
- B. Cooperate with the Project Coordinator in allocation of mobilization areas of site; for field offices and sheds, for vehicle access, traffic, and parking facilities.
- C. During construction, coordinate use of site and facilities through the Project Coordinator.
- D. Comply with Project Coordinator's procedures for intra-project communications; submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- E. Comply with instructions of the Project Coordinator for use of temporary utilities and construction facilities.
- F. Coordinate field engineering and layout work under instructions of the Project Coordinator.
- G. Make the following types of submittals to Architect through the Project Coordinator:
 - 1. Requests for interpretation.
 - 2. Requests for substitution.
 - 3. Shop drawings, product data, and samples.
 - 4. Test and inspection reports.
 - 5. Design data.
 - 6. Manufacturer's instructions and field reports.
 - 7. Applications for payment and change order requests.
 - 8. Progress schedules.
 - 9. Coordination drawings.
 - 10. Correction Punch List and Final Correction Punch List for Substantial Completion.
 - 11. Closeout submittals.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 PRECONSTRUCTION MEETING

- A. Project Coordinator will schedule a meeting after Notice of Award.
- B. Attendance Required:
 - 1. Owner.
 - 2. Architect.
 - 3. Contractor.
- C. Agenda:
 - 1. Execution of Owner-Contractor Agreement.
 - 2. Submission of executed bonds and insurance certificates.
 - 3. Distribution of Contract Documents.
 - 4. Submission of list of Subcontractors, schedule of values, and progress schedule.
 - 5. Designation of personnel representing the parties to Contract and Architect.

6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 7. Scheduling.
- D. Record minutes and distribute copies within two days after meeting to participants, with digital copies to Architect, Owner, participants, and those affected by decisions made.

3.02 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum bi-monthly intervals.
- B. Attendance Required:
1. Contractor.
 2. Owner.
 3. Architect.
 4. Contractor's Superintendent.
 5. Major Subcontractors.
- C. Agenda:
1. Review minutes of previous meetings.
 2. Review of Work progress.
 3. Field observations, problems, and decisions.
 4. Identification of problems that impede, or will impede, planned progress.
 5. Review of submittals schedule and status of submittals.
 6. Maintenance of progress schedule.
 7. Corrective measures to regain projected schedules.
 8. Planned progress during succeeding work period.
 9. Maintenance of quality and work standards.
 10. Effect of proposed changes on progress schedule and coordination.
 11. Other business relating to Work.
- D. Record minutes and distribute copies within two days after meeting to participants, with digital copies to Architect, Owner, participants, and those affected by decisions made.

3.03 SUBMITTALS FOR REVIEW

- A. When the following are specified in individual sections, submit them for review:
1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
- B. Submit to Architect for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
- C. Samples will be reviewed only for aesthetic, color, or finish selection.
- D. After review, provide copies and distribute in accordance with SUBMITTAL PROCEDURES article below and for record documents purposes described in Section 01 78 00 - Closeout Submittals.

3.04 SUBMITTALS FOR INFORMATION

- A. When the following are specified in individual sections, submit them for information:
1. Design data.
 2. Manufacturer's instructions.
 3. Manufacturer's field reports.
 4. Other types indicated.
- B. Submit for Architect's knowledge as contract administrator or for Owner. No action will be taken.

3.05 SUBMITTALS FOR PROJECT CLOSEOUT

- A. Submit Correction Punch List for Substantial Completion.
- B. Submit Final Correction Punch List for Substantial Completion.
- C. When the following are specified in individual sections, submit them at project closeout:
 - 1. Project record documents.
 - 2. Operation and maintenance data.
 - 3. Warranties.
 - 4. Bonds.
 - 5. Other types as indicated.
- D. Submit for Owner's benefit during and after project completion.

3.06 NUMBER OF COPIES OF SUBMITTALS

- A. Electronic Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected.
- B. Samples: Submit the number specified in individual specification sections; one of which will be retained by Architect.
 - 1. After review, produce duplicates.
 - 2. Retained samples will not be returned to Contractor unless specifically so stated.

3.07 SUBMITTAL PROCEDURES

- A. Shop Drawing Procedures:
 - 1. Prepare accurate, drawn-to-scale, original shop drawing documentation by interpreting the Contract Documents and coordinating related Work.
 - 2. Generic, non-project specific information submitted as shop drawings do not meet the requirements for shop drawings.
- B. Transmit each submittal with a copy of approved submittal form.
- C. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
- D. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- E. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. For each submittal for review, allow 5 days excluding delivery time to and from the Contractor.
- H. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- I. Provide space for Contractor and Architect review stamps.
- J. When revised for resubmission, identify all changes made since previous submission.
- K. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- L. Submittals not requested will not be recognized or processed.

END OF SECTION

SECTION 01 40 00
QUALITY REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Quality assurance.
- B. References and standards.
- C. Control of installation.
- D. Mock-ups.
- E. Tolerances.
- F. Manufacturers' field services.
- G. Defect Assessment.

1.02 RELATED REQUIREMENTS

- A. Section 01 42 16 - Definitions.

1.03 REFERENCES AND STANDARDS

- A. For products and workmanship specified by reference to a document or documents not included in the Project Manual, also referred to as reference standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard of date of issue current on date of Contract Documents, except where a specific date is established by applicable code.
- C. Obtain copies of standards where required by product specification sections.
- D. Maintain copy at project site during submittals, planning, and progress of the specific work, until Substantial Completion.
- E. Should specified reference standards conflict with Contract Documents, request clarification from Architect before proceeding.
- F. Neither the contractual relationships, duties, or responsibilities of the parties in Contract nor those of Architect shall be altered from the Contract Documents by mention or inference otherwise in any reference document.

PART 3 EXECUTION

2.01 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.

2.02 MOCK-UPS

- A. Before installing portions of the Work where mock-ups are required, construct mock-ups in location and size indicated for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work. The purpose of mock-up is to demonstrate the proposed range of aesthetic effects and workmanship.
- B. Accepted mock-ups establish the standard of quality the Architect will use to judge the Work.
- C. Tests shall be performed under provisions identified in this section and identified in the respective product specification sections.
- D. Assemble and erect specified items with specified attachment and anchorage devices, flashings, seals, and finishes.
- E. Obtain Architect's approval of mock-ups before starting work, fabrication, or construction.
- F. Accepted mock-ups shall be a comparison standard for the remaining Work.
- G. Where mock-up has been accepted by Architect and is specified in product specification sections to be removed, protect mock-up throughout construction, remove mock-up and clear area when directed to do so by Architect.
- H. Where possible salvage and recycle the demolished mock-up materials.

2.03 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

2.04 MANUFACTURERS' FIELD SERVICES

- A. When specified in individual specification sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, as applicable, and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.

2.05 DEFECT ASSESSMENT

- A. Replace Work or portions of the Work not conforming to specified requirements.
- B. If, in the opinion of Architect, it is not practical to remove and replace the Work, Architect will direct an appropriate remedy or adjust payment.

END OF SECTION

SECTION 01 42 16
DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

- A. Other definitions are included in individual specification sections.

1.02 DEFINITIONS

- A. Furnish: To supply, deliver, unload, and inspect for damage.
- B. Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, start up, and make ready for use.
- C. Product: Material, machinery, components, equipment, fixtures, and systems forming the work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the work result. Products may be new, never before used, or re-used materials or equipment.
- D. Project Manual: The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the specifications.
- E. Provide: To furnish and install.
- F. Supply: Same as Furnish.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 4533

CODE-REQUIRED SPECIAL INSPECTIONS AND PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Code-required special inspections.
- B. Testing services incidental to special inspections.
- C. Submittals.

1.02 ABBREVIATIONS AND ACRONYMS

- A. AHJ: Authority having jurisdiction.
- B. NIST: National Institute of Standards and Technology.

1.03 DEFINITIONS

- A. Code or Building Code: ICC (IBC)-2015, Edition of the International Building Code and specifically, Chapter 17 - Special Inspections and Tests.
- B. Authority Having Jurisdiction (AHJ): Agency or individual officially empowered to enforce the building, fire and life safety code requirements of the permitting jurisdiction in which the Project is located.

1.04 REFERENCE STANDARDS

- A. AISC 360 - Specification for Structural Steel Buildings; 2016.
- B. ASTM E543 - Standard Specification for Agencies Performing Nondestructive Testing; 2015.
- C. ICC (IBC) - International Building Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- D. ICC (IBC)-2015 - International Building Code; 2015.

1.05 SUBMITTALS

- A. Special Inspection Agency Qualifications: Prior to the start of work, the Special Inspection Agency is required to:
 - 1. Submit agency name, address, and telephone number, names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Submit certification that Special Inspection Agency is acceptable to AHJ.
- B. Testing Agency Qualifications: Prior to the start of work, the Testing Agency is required to:
 - 1. Submit agency name, address, and telephone number, and names of full time registered Engineer and responsible officer.
 - 2. Submit copy of report of laboratory facilities inspection made by NIST Construction Materials Reference Laboratory during most recent inspection, with memorandum of remedies of any deficiencies reported by the inspection.
 - 3. Submit certification that Testing Agency is acceptable to AHJ.
- C. Special Inspection Reports: After each special inspection, Special Inspector is required to promptly submit at least two copies of report; one to Architect and one to the AHJ.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of Special Inspector.
 - d. Date and time of special inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of special inspection.

- h. Date of special inspection.
 - i. Results of special inspection.
 - j. Compliance with Contract Documents.
- D. Test Reports: After each test or inspection, promptly submit at least two copies of report; one to Architect and one to AHJ.
- 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test or inspection.
 - h. Date of test or inspection.
 - i. Results of test or inspection.
 - j. Compliance with Contract Documents.

1.06 SPECIAL INSPECTION AGENCY

- A. The Special Inspection Agency may employ and pay for services of an independent testing agency to perform testing and sampling associated with special inspections and required by the building code.
- B. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.07 TESTING AND INSPECTION AGENCIES

- A. Employment of agency in no way relieves Contractor of obligation to perform work in accordance with requirements of Contract Documents.

1.08 QUALITY ASSURANCE

- A. Special Inspection Agency Qualifications:
 - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.
- B. Testing Agency Qualifications:
 - 1. Independent firm specializing in performing testing and inspections of the type specified in this section.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 SPECIAL INSPECTIONS FOR STEEL CONSTRUCTION

- A. Structural Steel: Comply with quality assurance inspection requirements of ICC (IBC).

3.02 SPECIAL INSPECTIONS FOR MASONRY CONSTRUCTION

- A. Masonry Structures Subject to Special Inspection:
 - 1. Empirically designed masonry, glass unit masonry and masonry veneer in structures designated as "essential facilities".
 - 2. Engineered masonry in structures classified as "low hazard..." and "substantial hazard to human life in the event of failure".
- B. Verify each item below complies with approved Contract Documents and the applicable articles of TMS 402/602.
 - 1. Inspections and Approvals:
 - a. Verify compliance with the required inspection provisions of the approved Contract Documents; periodic.
 - b. Verify approval of submittals required by Contract Documents; periodic.

2. Compressive Strength of Masonry: Verify compressive strength of masonry units prior to start of construction unless specifically exempted by code; periodic.
3. Slump Flow and Visual Stability Index (VSI): Verify compliance as self consolidating grout arrives on site; continuous.
4. Joints and Accessories: When masonry construction begins, verify:
 - a. Proportions of site prepared mortar; periodic.
 - b. Construction of mortar joints; periodic.
 - c. Location of reinforcement, connectors, prestressing tendons, anchorages, etc; periodic.
5. Structural Elements, Joints, Anchors, Protection: During masonry construction, verify:
 - a. Size and location of structural elements; periodic.
 - b. Type, size and location of anchors, including anchorage of masonry to structural members, frames or other construction; periodic.
 - c. Size, grade and type of reinforcement, anchor bolts and prestressing tendons and anchorages; periodic.
 - d. Welding of reinforcing bars; continuous.
6. Grouting Preparation: Prior to grouting, verify:
 - a. Grout space is clean; periodic.
 - b. Correct placement of reinforcing, connectors, prestressing tendons and anchorages; periodic.
 - c. Correctly proportioned site prepared grouts and prestressing grout for bonded tendons; periodic.
 - d. Correctly constructed mortar joints; periodic.
7. Preparation of Grout Specimens, Mortar Specimens and Prisms: Observe preparation of specimens; periodic.

3.03 OTHER SPECIAL INSPECTIONS

- A. Provide for special inspection of work that, in the opinion of the AHJ, is unusual in nature.

3.04 SPECIAL INSPECTION AGENCY DUTIES AND RESPONSIBILITIES

- A. Special Inspection Agency shall:
 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 2. Perform specified sampling and testing of products in accordance with specified reference standards.
 3. Ascertain compliance of materials and products with requirements of Contract Documents.
 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.
 5. Perform additional tests and inspections required by Architect.
 6. Submit reports of all tests or inspections specified.
- B. Re-testing required because of non-compliance with specified requirements shall be performed by the same agency on instructions by Architect.
- C. Re-testing required because of non-compliance with specified requirements shall be paid for by Contractor.

3.05 TESTING AGENCY DUTIES AND RESPONSIBILITIES

- A. Testing Agency Duties:
 1. Provide qualified personnel at site. Cooperate with Architect and Contractor in performance of services.
 2. Perform specified sampling and testing of products in accordance with specified standards.
 3. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 4. Promptly notify Architect and Contractor of observed irregularities or non-compliance of work or products.

5. Perform additional tests and inspections required by Architect.
 6. Submit reports of all tests or inspections specified.
- B. Limits on Testing or Inspection Agency Authority:
1. Agency may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 2. Agency may not approve or accept any portion of the work.
 3. Agency may not assume any duties of Contractor.
 4. Agency has no authority to stop the work.
- C. On instructions by Architect, perform re-testing required because of non-compliance with specified requirements, using the same agency.
- D. Contractor will pay for re-testing required because of non-compliance with specified requirements.

3.06 CONTRACTOR DUTIES AND RESPONSIBILITIES

- A. Contractor Responsibilities, General:
1. Deliver to agency at designated location, adequate samples of materials for special inspections that require material verification.
 2. Cooperate with agency and laboratory personnel; provide access to approved documents at project site, to the work, to manufacturers' facilities, and to fabricators' facilities.
 3. Provide incidental labor and facilities:
 - a. To provide access to work to be tested or inspected.
 - b. To obtain and handle samples at the site or at source of Products to be tested or inspected.
 - c. To facilitate tests or inspections.
 - d. To provide storage and curing of test samples.
 4. Notify Architect and laboratory 24 hours prior to expected time for operations requiring testing or inspection services.
 5. Arrange with Owner's agency and pay for additional samples, tests, and inspections required by Contractor beyond specified requirements.

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Temporary utilities.
- B. Temporary sanitary facilities.
- C. Temporary Controls: Barriers, enclosures, and fencing.
- D. Security requirements.
- E. Vehicular access and parking.
- F. Waste removal facilities and services.
- G. Field offices.

1.02 TEMPORARY UTILITIES

- A. Provide and pay for all lighting and ventilation required for construction purposes.
- B. The Owner will provide power and water.
- C. Existing utilities have been shut off or do not exist.

1.03 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.
- B. Maintain daily in clean and sanitary condition.

1.04 BARRIERS

- A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public and to protect existing facilities and adjacent properties from damage from construction operations and demolition.
- B. Provide barricades and covered walkways required by governing authorities for public rights-of-way .
- C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.05 FENCING

- A. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks.

1.06 SECURITY

- A. Provide security and facilities to protect Work, existing facilities, and Owner's operations from unauthorized entry, vandalism, or theft.

1.07 VEHICULAR ACCESS AND PARKING

- A. Coordinate access and haul routes with governing authorities and Owner.
- B. Provide and maintain access to fire hydrants, free of obstructions.
- C. Provide means of removing mud from vehicle wheels before entering streets.
- D. Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking.
- E. Existing parking areas located at street and behind building may be used for construction parking.

1.08 WASTE REMOVAL

- A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.
- B. Provide containers with lids. Remove trash from site periodically.

- C. If materials to be recycled or re-used on the project must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.
- D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.09 FIELD OFFICES

- A. A room in the existing building may be designated as an office where a drawing display table is located for viewing at meetings.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, materials, prior to Final Application for Payment inspection.
- B. Clean and repair damage caused by installation or use of temporary work.
- C. Restore existing facilities used during construction to original condition.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION - NOT USED

END OF SECTION

SECTION 01 70 00
EXECUTION AND CLOSEOUT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Examination, preparation, and general installation procedures.
- B. Cutting and patching.
- C. Surveying for laying out the work.
- D. Cleaning and protection.
- E. Closeout procedures, including Contractor's Correction Punch List, except payment procedures.
- F. General requirements for maintenance service.

1.02 REFERENCE STANDARDS

1.03 PROJECT CONDITIONS

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Dust Control: Execute work by methods to minimize raising dust from construction operations. Provide positive means to prevent air-borne dust from dispersing into atmosphere and over adjacent property.
- C. Noise Control: Provide methods, means, and facilities to minimize noise produced by construction operations.
- D. Pollution Control: Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations. Comply with federal, state, and local regulations.

PART 2 PRODUCTS

2.01 PATCHING MATERIALS

- A. New Materials: As specified in product sections; match existing products and work for patching and extending work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. Start of work means acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in individual specification sections.
- D. Take field measurements before confirming product orders or beginning fabrication, to minimize waste due to over-ordering or misfabrication.
- E. Verify that utility services are available, of the correct characteristics, and in the correct locations.
- F. Prior to Cutting: Examine existing conditions prior to commencing work, including elements subject to damage or movement during cutting and patching. After uncovering existing work, assess conditions affecting performance of work. Beginning of cutting or patching means acceptance of existing conditions.

3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.

- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying any new material or substance in contact or bond.

3.03 LAYING OUT THE WORK

- A. Verify locations of survey control points prior to starting work.
- B. Promptly notify Architect of any discrepancies discovered.
- C. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- D. Promptly report to Architect the loss or destruction of any reference point or relocation required because of changes in grades or other reasons.
- E. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Architect.
- F. Utilize recognized engineering survey practices.
- G. Establish elevations, lines and levels. Locate and lay out by instrumentation and similar appropriate means:
 - 1. Site improvements including pavements; stakes for grading, fill and topsoil placement; utility locations, slopes, and invert elevations.
 - 2. Grid or axis for structures.
 - 3. Building foundation, column locations, ground floor elevations.
- H. Periodically verify layouts by same means.
- I. Maintain a complete and accurate log of control and survey work as it progresses.

3.04 GENERAL INSTALLATION REQUIREMENTS

- A. Install products as specified in individual sections, in accordance with manufacturer's instructions and recommendations, and so as to avoid waste due to necessity for replacement.
- B. Make vertical elements plumb and horizontal elements level, unless otherwise indicated.
- C. Install equipment and fittings plumb and level, neatly aligned with adjacent vertical and horizontal lines, unless otherwise indicated.
- D. Make consistent texture on surfaces, with seamless transitions, unless otherwise indicated.
- E. Make neat transitions between different surfaces, maintaining texture and appearance.

3.05 CUTTING AND PATCHING

- A. Whenever possible, execute the work by methods that avoid cutting or patching.
- B. Perform whatever cutting and patching is necessary to:
 - 1. Complete the work.
 - 2. Fit products together to integrate with other work.
 - 3. Provide openings for penetration of mechanical, electrical, and other services.
 - 4. Match work that has been cut to adjacent work.
 - 5. Repair areas adjacent to cuts to required condition.
 - 6. Repair new work damaged by subsequent work.
 - 7. Remove samples of installed work for testing when requested.
 - 8. Remove and replace defective and non-conforming work.
- C. Execute work by methods that avoid damage to other work and that will provide appropriate surfaces to receive patching and finishing. In existing work, minimize damage and restore to original condition.
- D. Employ skilled and experienced installer to perform cutting for weather exposed and moisture resistant elements, and sight exposed surfaces.
- E. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

- F. Restore work with new products in accordance with requirements of Contract Documents.
- G. Fit work air tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Patching:
 - 1. Finish patched surfaces to match finish that existed prior to patching. On continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.
 - 2. Match color, texture, and appearance.
 - 3. Repair patched surfaces that are damaged, lifted, discolored, or showing other imperfections due to patching work. If defects are due to condition of substrate, repair substrate prior to repairing finish.

3.06 PROGRESS CLEANING

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in a clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and trash/rubbish from site periodically and dispose off-site; do not burn or bury.

3.07 PROTECTION OF INSTALLED WORK

- A. Protect installed work from damage by construction operations.
- B. Provide special protection where specified in individual specification sections.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Remove protective coverings when no longer needed; reuse or recycle coverings if possible.

3.08 FINAL CLEANING

- A. Clean debris from roofs, downspouts, scuppers, and area drains.
- B. Clean site; sweep paved areas, rake clean landscaped surfaces.
- C. Remove waste, surplus materials, trash/rubbish, and construction facilities from the site; dispose of in legal manner; do not burn or bury.

3.09 CLOSEOUT PROCEDURES

- A. Make submittals that are required by governing or other authorities.
- B. Accompany Project Coordinator on preliminary inspection to determine items to be listed for completion or correction in the Contractor's Correction Punch List for Contractor's comprehensive list of items to be completed or corrected.
- C. Notify Architect when work is considered ready for Architect's Substantial Completion inspection.
- D. Submit written certification containing Contractor's Correction Punch List, that Contract Documents have been reviewed, work has been inspected, and that work is complete in accordance with Contract Documents and ready for Architect's Substantial Completion inspection.

- E. Conduct Substantial Completion inspection and create Final Correction Punch List containing Architect's and Contractor's comprehensive list of items identified to be completed or corrected and submit to Architect.
- F. Correct items of work listed in Final Correction Punch List and comply with requirements for access to Owner-occupied areas.
- G. Notify Architect when work is considered finally complete and ready for Architect's Substantial Completion final inspection.
- H. Complete items of work determined by Architect listed in executed Certificate of Substantial Completion.

3.10 MAINTENANCE

- A. Provide service and maintenance of components indicated in specification sections.

END OF SECTION

SECTION 01 78 00
CLOSEOUT SUBMITTALS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Operation and Maintenance Data.
- B. Warranties and bonds.

1.02 RELATED REQUIREMENTS

- A. Section 01 30 00 - Administrative Requirements: Submittals procedures, shop drawings, product data, and samples.
- B. Individual Product Sections: Specific requirements for operation and maintenance data.
- C. Individual Product Sections: Warranties required for specific products or Work.

1.03 SUBMITTALS

- A. Operation and Maintenance Data:
 - 1. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit completed documents within ten days after acceptance.
 - 2. Submit one copy of completed documents 15 days prior to final inspection. This copy will be reviewed and returned after final inspection, with Architect comments. Revise content of all document sets as required prior to final submission.
 - 3. Submit two sets of revised final documents in final form within 10 days after final inspection.
- B. Warranties and Bonds:
 - 1. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within 10 days after acceptance.
 - 2. Make other submittals within 10 days after Date of Substantial Completion, prior to final Application for Payment.
 - 3. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within 10 days after acceptance, listing the date of acceptance as the beginning of the warranty period.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.01 OPERATION AND MAINTENANCE DATA

- A. Source Data: For each product or system, list names, addresses and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- B. Product Data: Mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

3.02 WARRANTIES AND BONDS

- A. Obtain warranties and bonds, executed in duplicate by responsible Subcontractors, suppliers, and manufacturers, within 10 days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until Date of Substantial completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute submittals when required.
- D. Retain warranties and bonds until time specified for submittal.

END OF SECTION

**SECTION 02 4100
DEMOLITION**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Selective demolition of building elements for alteration purposes.

1.02 RELATED REQUIREMENTS

- A. Section 01 5000 - Temporary Facilities and Controls: Site fences, security, protective barriers, and waste removal.
- B. Section 01 7000 - Execution and Closeout Requirements: Project conditions; protection of bench marks, survey control points, and existing construction to remain; reinstallation of removed products; temporary bracing and shoring.

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Site Plan: Showing:
 - 1. Areas for temporary construction and field offices.
- C. Demolition Plan: Submit demolition plan as specified by OSHA and local authorities.
 - 1. Indicate extent of demolition, removal sequence, bracing and shoring, and location and construction of barricades and fences.
 - 2. Identify demolition firm and submit qualifications.
- D. Project Record Documents: Accurately record actual locations of capped and active utilities and subsurface construction.

PART 3 EXECUTION

2.01 SCOPE

- A. Remove all items including Cornice and Parapet according to the Architects Drawings.
- B. Remove other items indicated, for salvage, relocation, and recycling.

2.02 GENERAL PROCEDURES AND PROJECT CONDITIONS

- A. Comply with other requirements specified in Section 01 7000.
- B. Comply with applicable codes and regulations for demolition operations and safety of adjacent structures and the public.
 - 1. Obtain required permits.
 - 2. Use of explosives is not permitted.
 - 3. Take precautions to prevent catastrophic or uncontrolled collapse of structures to be removed; do not allow worker or public access within range of potential collapse of unstable structures.
 - 4. Provide, erect, and maintain temporary barriers and security devices.
 - 5. Conduct operations to minimize effects on and interference with adjacent structures and occupants.
 - 6. Do not close or obstruct roadways or sidewalks without permit.
 - 7. Conduct operations to minimize obstruction of public and private entrances and exits; do not obstruct required exits at any time; protect persons using entrances and exits from removal operations.
 - 8. Obtain written permission from owners of adjacent properties when demolition equipment will traverse, infringe upon or limit access to their property.
- C. Do not begin removal until receipt of notification to proceed from Owner.
- D. Protect existing structures and other elements that are not to be removed.
 - 1. Provide bracing and shoring.
 - 2. Prevent movement or settlement of adjacent structures.
 - 3. Stop work immediately if adjacent structures appear to be in danger.

2.03 EXISTING UTILITIES

- A. Coordinate work with utility companies; notify before starting work and comply with their requirements; obtain required permits.
- B. Protect existing utilities to remain from damage.
- C. Do not disrupt public utilities without permit from authority having jurisdiction.
- D. Do not close, shut off, or disrupt existing life safety systems that are in use without at least 7 days prior written notification to Owner.
- E. Do not close, shut off, or disrupt existing utility branches or take-offs that are in use without at least 3 days prior written notification to Owner.
- F. Locate and mark utilities to remain; mark using highly visible tags or flags, with identification of utility type; protect from damage due to subsequent construction, using substantial barricades if necessary.
- G. Remove exposed piping, valves, meters, equipment, supports, and foundations of disconnected and abandoned utilities.

2.04 SELECTIVE DEMOLITION FOR ALTERATIONS

- A. Drawings showing existing construction and utilities are based on casual field observation and existing record documents only.
 - 1. Verify that construction and utility arrangements are as indicated.
 - 2. Report discrepancies to Architect before disturbing existing installation.
 - 3. Beginning of demolition work constitutes acceptance of existing conditions that would be apparent upon examination prior to starting demolition.
- B. Remove existing work as indicated and as required to accomplish new work.
 - 1. Remove items indicated on drawings.
- C. Services (Including but not limited to HVAC, Plumbing, Fire Protection, Electrical, and Telecommunications): Remove existing systems and equipment as indicated.
 - 1. Maintain existing active systems that are to remain in operation; maintain access to equipment and operational components.
 - 2. Where existing active systems serve occupied facilities but are to be replaced with new services, maintain existing systems in service until new systems are complete and ready for service.
 - 3. Verify that abandoned services serve only abandoned facilities before removal.
 - 4. Remove abandoned pipe, ducts, conduits, and equipment, including those above accessible ceilings; remove back to source of supply where possible, otherwise cap stub and tag with identification.
- D. Protect existing work to remain.
 - 1. Prevent movement of structure; provide shoring and bracing if necessary.
 - 2. Perform cutting to accomplish removals neatly and as specified for cutting new work.
 - 3. Repair adjacent construction and finishes damaged during removal work.
 - 4. Patch as specified for patching new work.

2.05 DEBRIS AND WASTE REMOVAL

- A. Remove debris, junk, and trash from site.
- B. Leave site in clean condition, ready for subsequent work.
- C. Clean up spillage and wind-blown debris from public and private lands.

END OF SECTION

SECTION 04 2000
UNIT MASONRY

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Concrete block.
- B. Mortar.
- C. Reinforcement and anchorage.
- D. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 07 9200 - Joint Sealants: Sealing control and expansion joints.

1.03 REFERENCE STANDARDS

- A. ASTM C90 - Standard Specification for Loadbearing Concrete Masonry Units; 2016a.
- B. ASTM C91/C91M - Standard Specification for Masonry Cement; 2018.
- C. ASTM C129 - Standard Specification for Nonloadbearing Concrete Masonry Units; 2017.
- D. ASTM C270 - Standard Specification for Mortar for Unit Masonry; 2019.
- E. ASTM C1714/C1714M - Standard Specification for Preblended Dry Mortar Mix for Unit Masonry; 2016.
- F. BIA Technical Notes No. 7 - Water Penetration Resistance – Design and Detailing; 2017.
- G. BIA Technical Notes No. 13 - Ceramic Glazed Brick Exterior Walls; 2017.
- H. TMS 402/602 - Building Code Requirements and Specification for Masonry Structures; 2016.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Preinstallation Meeting: Convene a preinstallation meeting one week before starting work of this section; require attendance by all relevant installers.

1.05 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.

1.06 QUALITY ASSURANCE

- A. Comply with provisions of TMS 402/602, except where exceeded by requirements of Contract Documents.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, handle, and store masonry units by means that will prevent mechanical damage and contamination by other materials.

PART 2 PRODUCTS

2.01 CONCRETE MASONRY UNITS

- A. Concrete Block: Comply with referenced standards and as follows:
 - 1. Size: Standard units with nominal face dimensions of 16 by 8 inches (400 by 200 mm) and nominal depth of 8 inches (200 mm).
 - 2. Non-Loadbearing Units: ASTM C129.
 - a. Hollow block, as indicated.

2.02 MORTAR MATERIALS

- A. Masonry Cement: ASTM C91/C91M, Type N.
- B. Packaged Dry Material for Mortar for Unit Masonry: Premixed Portland cement, hydrated lime, and sand; complying with ASTM C1714/C1714M and capable of producing mortar of the specified strength in accordance with ASTM C270 with the addition of water only.
 - 1. Type: Type N.

2. Color: Standard gray.

2.03 REINFORCEMENT AND ANCHORAGE

2.04 ACCESSORIES

- A. Preformed Control Joints: Rubber material. Provide with corner and tee accessories, fused joints.
- B. Weeps:
 1. Type: Polyester mesh.
- C. Cleaning Solution: Non-acidic, not harmful to masonry work or adjacent materials.

2.05 MORTAR MIXING

- A. Mortar for Unit Masonry: ASTM C270, using the Proportion Specification.
 1. Exterior, non-loadbearing masonry: Type N.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field conditions are acceptable and are ready to receive masonry.
- B. Verify that related items provided under other sections are properly sized and located.
- C. Verify that built-in items are in proper location, and ready for roughing into masonry work.

3.02 PREPARATION

- A. Direct and coordinate placement of metal anchors supplied for installation under other sections.

3.03 COURSING

- A. Establish lines, levels, and coursing indicated. Protect from displacement.
- B. Maintain masonry courses to uniform dimension. Form vertical and horizontal joints of uniform thickness.
- C. Concrete Masonry Units:
 1. Bond: Running.
 2. Coursing: One unit and one mortar joint to equal 8 inches (200 mm).
 3. Mortar Joints: Concave.

3.04 PLACING AND BONDING

- A. Lay solid masonry units in full bed of mortar, with full head joints, uniformly jointed with other work.
- B. Lay hollow masonry units with face shell bedding on head and bed joints.
- C. Buttering corners of joints or excessive furrowing of mortar joints is not permitted.
- D. Remove excess mortar and mortar smears as work progresses.
- E. Interlock intersections and external corners.
- F. Do not shift or tap masonry units after mortar has achieved initial set. Where adjustment must be made, remove mortar and replace.
- G. Perform job site cutting of masonry units with proper tools to provide straight, clean, unchipped edges. Prevent broken masonry unit corners or edges.

3.05 WEEPS/CAVITY VENTS

- A. Install weeps in veneer and cavity walls at 24 inches (600 mm) on center horizontally on top of through-wall flashing at bottom of walls.

3.06 REINFORCEMENT AND ANCHORAGE - GENERAL, SINGLE WYTHE MASONRY, AND CAVITY WALL MASONRY

- A. Unless otherwise indicated on drawings or specified under specific wall type, install horizontal joint reinforcement 16 inches (400 mm) on center.

3.07 CONTROL AND EXPANSION JOINTS

- A. Do not continue horizontal joint reinforcement through control or expansion joints.
- B. Install preformed control joint device in continuous lengths. Seal butt and corner joints in accordance with manufacturer's instructions.

3.08 CLEANING

- A. Remove excess mortar and mortar droppings.
- B. Clean soiled surfaces with cleaning solution.

3.09 PROTECTION

- A. Without damaging completed work, provide protective boards at exposed external corners that are subject to damage by construction activities.

END OF SECTION

SECTION 05 01 00
PROCEDURES FOR SOLDERING SHEETMETAL

PART 1 GENERAL

1.01 SUMMARY

- A. A. This procedure includes guidance on soldering metal for patching damaged or deteriorated sheetmetal roofs and gutters.
- B. B. See 01 10 01 for general project guidelines to be reviewed along with this procedure. These guidelines cover the following sections:
 - 1. Safety Precautions
 - 2. Historic Structures Precautions
 - 3. Submittals
 - 4. Quality Assurance
 - 5. Delivery, Storage and Handling
 - 6. Project/Site Conditions
 - 7. Sequencing and Scheduling
 - 8. General Protection (Surface and Surrounding)
- C. These guidelines shall be reviewed prior to performing this procedure and shall be followed.

1.02 DEFINITIONS

- A. Solder--metal or metallic alloy of tin and lead used when melted to join metallic surfaces.

1.03 QUALITY ASSURANCE

- A. Qualifications: Steel, aluminum, and copper systems shall be applied by qualified sheet metal mechanics using methods devised or approved by the manufacturer of the metal. Details may vary depending on the properties of the metal, local custom, and architectural effect required.

PART 2 PRODUCTS

2.01 MATERIALS

NOTE: CHEMICAL PRODUCTS ARE SOMETIMES SOLD UNDER A COMMON NAME. THIS USUALLY MEANS THAT THE SUBSTANCE IS NOT AS PURE AS THE SAME CHEMICAL SOLD UNDER ITS CHEMICAL NAME. THE GRADE OF PURITY OF COMMON NAME SUBSTANCES, HOWEVER, IS USUALLY ADEQUATE FOR STAIN REMOVAL WORK, AND THESE PRODUCTS SHALL BE PURCHASED WHEN AVAILABLE, AS THEY TEND TO BE LESS EXPENSIVE. COMMON NAMES ARE INDICATED BELOW BY AN ASTERISK (*).

- A. Sheetmetal to match remainder of roof or gutters
- B. Solder
- C. Soldering flux
- D. Rosin paper
- E. Muriatic acid * (generally available in 18 degree and 20 degree Baume solutions):
 - 1. A strong corrosive irritating acid.
 - 2. Other chemical or common names include Chlorhydric acid; Hydrochloric Acid; Hydrogen chloride; Marine acid*; Spirit of salt*; Spirit of sea salt*.
 - 3. Potential Hazards: TOXIC, CORROSIVE TO FLESH; CORROSIVE TO CONCRETE, STEEL, WOOD OR GLASS, FLAMMABLE.
 - 4. Available from chemical supply house, drugstore or pharmaceutical supply distributor, or hardware store.
- F. Mineral spirits:
 - 1. A petroleum distillate that is used especially as a paint or varnish thinner.
 - 2. Other chemical or common names include Benzine* (not Benzene); Naphtha*; Petroleum spirits*; Solvent naphtha*.
 - 3. Potential Hazards: TOXIC AND FLAMMABLE.

4. Safety Precautions:
 - a. AVOID REPEATED OR PROLONGED SKIN CONTACT.
 - b. ALWAYS wear rubber gloves when handling mineral spirits.
 - c. If any chemical is splashed onto the skin, wash immediately with soap and water.
5. Available from construction specialties distributor, hardware store, paint store, or printer's supply distributor.

G. Clean, soft cloths

2.02 EQUIPMENT

- A. Chicken ladder, safety belt or harness
- B. Snips for cutting sheet metal
- C. Soldering copper, soldering iron
- D. Handy tongs for bending the edges of the solder
- E. Metal seamer
- F. Stiff bristle brushes
- G. Metal ruler
- H. Pliers
- I. Weight (bricks)
- J. Clamps
- K. 3-5 lb. propane heater for soldering copper or 200 watt electric soldering iron
- L. Heavy gloves and protective gear

PART 3 EXECUTION

3.01 EXECUTION, INSTALLATION, APPLICATION

NOTE: USE CAUTION IN HANDLING FLAME TOOLS WHEN SOLDERING. THE DANGER OF SETTING THE STRUCTURE ON FIRE IS ALWAYS PRESENT.

- A. With chemical paint stripper, remove any paint from the metal surrounding the patch. If there's any roofing tar, remove it by scraping, followed by scrubbing with kerosene, gasoline, or mineral spirits.

CAUTION: THESE SOLVENTS ARE VERY FLAMMABLE

- B. Clean both the roof and the patch piece by scouring with a wire brush or steel wool.
- C. For Copper:

NOTE: THIS METHOD SHALL NEVER BE USED TO REPAIR FATIGUE-DAMAGED COPPER SHEETMETAL. SOLDERED PATCHES HAVE A DIFFERENT COEFFICIENT OF EXPANSION THAN THE COPPER AND WILL EVENTUALLY BREAK AWAY. SOLDER IS INHERENTLY A WEAK ALLOY AND SHALL BE USED ONLY TO CREATE WATERTIGHT JOINTS, NOT WHERE TENSILE OR COMPRESSIVE STRENGTH IS NEEDED. HOWEVER, IT DOES PROVIDE SOME STRENGTH IN CONNECTING SHEETS OF COPPER IN "WEIGHTS" LESS THAN 20 OUNCES.

1. Apply muriatic acid for 60 seconds to dissolve any oxides.
 2. Rinse with clean, clear water and wipe dry.
 3. Paint on liquid non-corrosive rosin flux (zinc chloride), applying it ONLY where the solder is to go.
 4. Pre-tin the area by heating with a soldering copper and applying a thin coating of solder.
 5. Apply patch and hold in place with heavy weight, or fasten it mechanically with two copper rivets or brass nails. Solder following instructions 4-6 below.
- D. For lead-coated copper, tin, tin plate, terneplate:
 1. Follow instructions for copper, Section 3.01 A. above.
 2. Fasten patches using tinplated cleats or galvanized iron or steel nails.

- E. For galvanized iron or steel:
 - 1. Clean with muriatic acid as for copper, Section 3.01 A.1. and 2. above.
 - 2. Because the muriatic acid also acts as the flux, after 60 seconds leave acid in place (DO NOT RINSE), apply patch, and solder following instructions D-F below.
- F. Use bar solder that's 50% block tin and 50% pig lead and a large soldering copper (typically 1-1/2 lb. or bigger - for galvanized iron, use either a 3-5 lb. propane-heated soldering copper, or a 200 watt electric soldering iron). A home workbench soldering iron won't transmit enough heat to the roof to get solder to flow under the patch.
- G. Use a well-tinned copper to heat the metal and the solder. Let the solder flow into the seams. If the patch is held in with nails or rivets, be sure the solder covers their heads. Apply the solder using a noncorrosive rosin flux. **MAKE SURE THE PATCH DOES NOT MOVE UNTIL AFTER THE SOLDER COOLS; OTHERWISE, THE SOLDER WILL BEGIN TO BREAK. IF THE PATCH MOVES, START OVER.**
- H. After the solder has cooled, rinse off all excess flux with clean water and wipe dry. If patch is galvanized,terne, or tinplate, wipe it down with mineral spirits and immediately prime and paint patch to match the remainder of the roof.

END OF SECTION

SECTION 05 1200
STRUCTURAL STEEL FRAMING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Structural steel framing members.

1.02 REFERENCE STANDARDS

- A. AISC (MAN) - Steel Construction Manual; 2017.
- B. AISC 303 - Code of Standard Practice for Steel Buildings and Bridges; 2016.
- C. ASTM A514/A514M - Standard Specification for High-Yield-Strength, Quenched and Tempered Alloy Steel Plate, Suitable for Welding; 2018.
- D. AWS A2.4 - Standard Symbols for Welding, Brazing, and Nondestructive Examination; 2012.
- E. AWS D1.1/D1.1M - Structural Welding Code - Steel; 2015, with Errata (2016).

1.03 SUBMITTALS

- A. See Section 01 3000 - Administrative Requirements, for submittal procedures.
- B. Shop Drawings:
 - 1. Indicate profiles, sizes, spacing, locations of structural members, openings, attachments, and fasteners.
 - 2. Connections not detailed.
 - 3. Indicate welded connections with AWS A2.4 welding symbols. Indicate net weld lengths.
- C. Designer's Qualification Statement.

1.04 QUALITY ASSURANCE

- A. Fabricate structural steel members in accordance with AISC (MAN) "Steel Construction Manual."
- B. Design connections not detailed on drawings under direct supervision of a Professional Structural Engineer experienced in design of this work and licensed in the State in which the Project is located.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Steel Plate: ASTM A514/A514M.
- B. Welding Materials: AWS D1.1/D1.1M; type required for materials being welded.

2.02 FABRICATION

- A. Shop fabricate to greatest extent possible.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that conditions are appropriate for erection of structural steel and that the work may properly proceed.

3.02 ERECTION

- A. Erect structural steel in compliance with AISC 303.
- B. Do not field cut or alter structural members without approval of Architect.

END OF SECTION

Architectural Fiberglass Cornice Specifications

SECTION 06610

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings, conditions of the contract and Division 1 Specifications sections, apply to work of this section.

1.2 SUMMARY

- A. Section Includes: Architectural Fiberglass Reinforced Polymer (FRP) Cornice

1.3 RELATED SECTIONS

- A. Section 05120 – Structural Steel: Support framing for architectural fiberglass cornice.
- B. Section 06100 – Rough Carpentry: Framing of Opening and Blocking.
- C. Section 07900 - Joint sealants and field applied sealants.

1.4 DESIGN REQUIREMENTS

- A. Installed architectural fiberglass cornice and fastening systems shall be designed, engineered, fabricated, and installed to conform to the state codes, local codes, and the Architect's design.
- B. Installed architectural fiberglass cornice support framing and blocking shall be delegated design. Shop drawings shall be submitted and stamped by a licensed NYS Engineer. Wind loading shall be noted and supplied to contractor.

1.5 SUBMITTALS

- A. Shop Drawings: Include plan views, elevations, sections, profiles, and details of cornice sections. Illustrate dimensions, adjacent construction, methods of support, attachments, and anchorages. Detail all corner sections, unique sections, cornice termination sections, and all joint locations.
- B. Submit manufacturer's current valid certification with The Certified Composites Technician (CCT) program created by the American Composites Manufacturers Association (ACMA).
- C. Submit manufacturer's internal Quality Control & Assurance Procedures based upon provisions published in the "Guidelines and Recommended Practices for Fiberglass Reinforced Plastic Architectural Products" upon request.
- D. Product Data: Submit manufacturer's product data and installation instructions.
- E. Product Samples: Submit minimum 3 inch x 5-inch samples in specified color, texture and finish when applicable.

1.6 QUALITY ASSURANCE

- A. Obtain architectural fiberglass cornice from a single source manufacturer that has the ability and resources to comply with the requirements and schedule of the project.
- B. Manufacturer to comply with Quality Control & Assurance Procedures, and fabricate architectural fiberglass cornice based upon provisions published in the "Guidelines and Recommended Practices for Fiberglass Reinforced Plastic Architectural Products".
- C. Inspect each molded piece to ensure that it complies with specified requirements, including nominal dimensions.

1.7 MANUFACTURER'S QUALIFICATIONS

- A. Manufacturer: Provide products manufactured by a firm specializing in the manufacture of fiberglass cornice, in the United States with a minimum of ten (10) years experience.
- B. Manufacturer shall demonstrate current valid certification and participation in the CCT program and fabricate material based upon provisions published in the "Guidelines and Recommended Practices for Fiberglass Reinforced Plastic Architectural Products".

1.8 DELIVERY, STORAGE AND HANDLING

- A. Handle, store and transport architectural fiberglass cornice according to manufacturer's recommendations and in a manner that prevents damage.
- B. Protect architectural fiberglass cornice from damage by retaining shipping protection in place until installation.

- C. Damage Responsibility: Except for damage caused by others, the installer is responsible for chipping, cracking, or other damage to fiberglass cornice, after delivery to the jobsite and until installation is completed and inspected and approved by the Architect or owner's representative.

1.9 WARRANTY

- A. Warrant architectural fiberglass cornice to be free from defect due to materials and workmanship for one year.

PART 2 – PRODUCTS

2.1 ACCEPTABLE MANUFACTURER

- A. Basis of Design: Architectural Fiberglass, Inc.
8300 Bessemer Ave, Cleveland, Ohio 44127
1-888-483-1775, 216-641-8300, 216-641-8150 Fax
- B. Or Approved Equal

2.2 FABRICATION PATTERNS/MOLDS

- A. Custom Architectural Fiberglass Cornice.
- B. Custom Pattern/Mockups: Patterns and mockups shall be hand carved and/or CNC machined by skilled pattern makers with minimum of ten (10) years experience with architectural elements. Patterns & mockups shall be available at manufacturing facility for architect's inspection and approval before molds are produced.
- C. Custom Molds: Molds shall be produced with ample layers of tooling resin, tooling gel-coat, glass fibers and/or flexible rubber by skilled mold makers with minimum of ten (10) years experience with architectural elements. Produced molds shall have rigidity and thickness to prevent distortion and deflection of molded architectural fiberglass.
- D. Cornice sections shall be manufactured with sealable lap and/or butt joints. Cornice joints shall be manufactured to accommodate adjoining sections and alignment of cornice surface sections.
- E. Factory inside and outside corners, and unique transition sections shall be shop fabricated. Field corner fabrication will not be permitted.
- F. Coordinate miscellaneous cutouts required for vents, drainage, and other cornice obstructions/penetrations

2.3 MATERIALS CHARACTERISTICS

- A. MOLDED EXTERIOR SURFACE: U-V inhibited, NPG-ISO polyester gel coat, 18 to 22 mils thick. When field painting is required gelcoat should be white or off white.
- B. BACK UP LAMINATE:
 - 1. Resin: Polyester resin shall be fire retardant, and meet Class 1 flame spread rating of 25 or less and smoke density under 450 without the use of antimony trioxide as characterized by the ASTM E-84 tunnel test at typical 1/8" glass mat laminate. General Purpose resin will not be permitted.
 - 2. Filler: Functional filler to be added to resin matrix to minimize shrinkage, add stiffness, control opacity, add fire retardance, improve surface finish, minimize crazing, and control dimensional stability from weather extremes.
 - 3. Fiberglass Reinforcement: Type "E" fiberglass, glass cloth, matt and/or random chopped glass fibers. Glass content approximately 20% to 30%.
 - 4. Laminate Thickness: Nominal laminate shall be minimum 3/16" thickness. Additional core reinforcements and/or sandwich structure shall be added as required for rigidity and structural integrity. Fiberglass laminate thickness to meet the structural design as indicated on the drawings. Additional stiffeners and framing as required shall be embedded in the fiberglass composite to ensure straightness, strength, and profile dimensional stability.

2.4 AVERAGE MECHANICAL PROPERTIES:

PROPERTY	VALUE	TEST METHOD
Tensile strength	12,000 PSI	ASTM D638
Flexural strength	20,000 PSI	ASTM D790
Flexural modulus	0.9 x 10 ⁶ PSI	ASTM D790
Compressive strength	17,000 PSI	ASTM D695
Bearing strength	9,000 PSI	ASTM D638
Thermal expansion	10 x 10 ⁻⁶ (°F)	
Specific gravity	1.5	

2.5 FINISH

- A. Color to be field painted.
- B. Contact Architect for color selection.
- C. Surface Texture/Exposed side shall be smooth or textured based upon approved sample.

2.6 TOLERANCES

- A. Part Thickness: + or – 1/8 inch.
- B. Gel Coat Thickness: + or – 2.5 mils.
- C. Length: + or – 1/8 inch
- D. Variation from Square: 1/8 inch.
- E. Hardware Location Variation: + or – ¼ inch.

2.7 IDENTIFICATION

- A. Identify each architectural fiberglass cornice unit with a designated number.
- B. Number cornice parts to coordinate with shop drawings.

2.8 CURING AND CLEANING

- A. Cure and clean components prior to shipment and remove material which may be:
 - 1. Toxic to plant or animal life.
 - 2. Incompatible with adjacent building material.

2.9 ANCHORS AND FASTENERS

- A. Contractor to provide anchors and fasteners and other accessories for proper installation of architectural fiberglass cornice as recommended and approved by fiberglass fabrication manufacturer.

PART 3 – EXECUTION

3.1 PRE-INSTALLATION EXAMINATION

- A. Carefully observe and verify field conditions that substrates are ready for installation of architectural fiberglass cornice. Contractor shall verify on site dimensions with shop drawings and assume full responsibility for fitting the components to the structure.
- B. Verify that bearing surfaces are true and level.
- C. Verify that support framing has been constructed to allow accurate placement, alignment and connection of architectural fiberglass cornice to structure.
- D. Report discrepancies between design dimensions and field dimensions, which could adversely affect cornice installation, to the Architect and/or Owner's Representative.
- E. Do not proceed with installation until discrepancies are corrected, or until installation requirements are modified and approved by the Architect and / or Owner's Representative.
- F. Beginning of installation means acceptance of existing conditions and fiberglass materials.

3.2 INSTALLATION

- A. Install architectural fiberglass cornice in accordance with manufacturer's instructions and approved shop drawings.
- B. Erect required connection blocking, framing, and cornice, plumb, square, and true to line and level to substrate. Recess blocking or notch continuous blocking behind each panel

joint per manufacturer's instructions. The installer shall supply connectors, blocking and framing approved by cornice manufacturer.

- C. Space joints according to shop drawings, not less than 1/8" and not greater than 3/8". Prepare joints by lightly sanding and filling joints with a continuous bead of specified sealant as work progresses to make a weather tight joint. Carefully monitor ambient temperatures at time of installation to prevent excessive expansion and contraction of panels during sealant application.
- D. Do not field cut cornice where the finish cannot be field restored. Installer may repair small unnoticeable finish repairs with manufacturer's supplied colored gel-coat patching material.
- E. Countersink all exposed fasteners and repair with manufacturer's supplied colored gel-coat patching material. Repairs shall be made with care to be undetectable.

3.3 ALLOWABLE TOLERANCES FOR INSTALLED UNITS

- A. Maximum offset from True Alignment: 1/4 inch in 20 feet.
- B. Maximum Variation from True Position: 1/2 inch in 20 feet.

3.4 CLEANING

- A. Clean installed architectural fiberglass cornice using cleaning methods and material approved by manufacturer.

3.5 PROTECTION OF INSTALLED FABRICATIONS

- A. Comply with manufacturer's recommendations and instructions for protecting installed cornice during construction activities.

ARCHITECTURAL FIBERGLASS
END OF SECTION

SECTION 07 53 23

ETHYLENE-PROPYLENE-DIENE-MONOMER ROOFING (EPDM)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. EPDM membrane roofing system, including all components specified.
- B. Disposal of demolition debris and construction waste is the responsibility of Contractor. Perform disposal in manner complying with all applicable federal, state, and local regulations.
- C. Comply with the published recommendations and instructions of the roofing membrane manufacturer, at <http://manual.fsbp.com>.
- D. Commencement of work by Contractor shall constitute acknowledgement by Contractor that this specification can be satisfactorily executed, under the project conditions and with all necessary prerequisites for warranty acceptance by roofing membrane manufacturer. No modification of the Contract Sum will be made for failure to adequately examine the Contract Documents or the project conditions.

1.02 REFERENCE STANDARDS

- A. ASTM C473 - Standard Test Methods for Physical Testing of Gypsum Panel Products; 2015.
- B. ASTM C1177/C1177M - Standard Specification for Glass Mat Gypsum Substrate for Use as Sheathing; 2013.
- C. ASTM D3273 - Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber; 2016.
- D. ASTM D4637/D4637M - Standard Specification for EPDM Sheet Used in Single-Ply Roof Membrane; 2015.
- E. ASTM D4811/D4811M - Standard Specification for Nonvulcanized (Uncured) Rubber Sheet Used as Roof Flashing; 2006 (Reapproved 2013)e1.
- F. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2016.
- G. ASTM E136 - Standard Test Method for Behavior of Materials in a Vertical Tube Furnace At 750 Degrees C; 2016.
- H. FM (AG) - FM Approval Guide; current edition.
- I. PS 1 - Structural Plywood; 2009.
- J. SPRI ES-1 - Wind Design Standard for Edge Systems Used with Low Slope Roofing Systems; 2011.

1.03 SUBMITTALS

- A. See Section 01 30 00 - Administrative Requirements, for submittal procedures.
- B. Product Data:
 - 1. Provide membrane manufacturer's printed data sufficient to show that all components of roofing system, including insulation and fasteners, comply with the specified requirements and with the membrane manufacturer's requirements and recommendations for the system type specified; include at least the following:
 - a. Technical data sheet for roof membrane.
 - b. Technical data sheets for splice tape and adhesives.
 - c. Technical data sheet for each cover board type.
 - d. Technical data sheet for each type of metal edging.
- C. Samples: Submit samples of at least the following:
 - 1. Sample of roof membrane.
- D. Specimen Warranty: Submit prior to starting work.

- E. Pre-Installation Notice: Copy to show that manufacturer's required Pre Installation Notice (PIN) has been accepted and approved by the manufacturer.
- F. Executed Warranty.

1.04 QUALITY ASSURANCE

- A. Installer Qualifications: Roofing installer shall have the following:
 - 1. At least five years experience in installing specified system.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact and legible.
- B. Store materials clear of ground and moisture with weather protective covering.
- C. Keep combustible materials away from ignition sources.

1.06 WARRANTY

- A. See Section 01 78 00 - Closeout Submittals, for additional warranty requirements.
- B. Comply with all warranty procedures required by manufacturer, including notifications, scheduling, and inspections.
- C. Warranty: Limited Warranty covering membrane, roof insulation, and other indicated components of the system, for the term indicated.
 - 1. Limit of Liability: No dollar limitation.
 - 2. Scope of Coverage: Repair leaks in the roofing system caused by:
 - a. Ordinary wear and tear of the elements.
 - b. Unintentional damage due to normal rooftop inspections, maintenance, or service.
 - c. Manufacturing defect in Firestone brand materials.
 - d. Defective workmanship used to install these materials.
 - e. Damage due to winds up to 55 mph.
 - f. Hail up to 2 inches in diameter.
 - 3. Not Covered:
 - a. Damage due to winds in excess of 55 Gmph.
 - b. Damage due hurricanes or tornadoes.
 - c. Intentional damage.

PART 2 PRODUCTS

2.01 ROOFING SYSTEM DESCRIPTION

- A. Roofing System: Ethylene-propylene-diene-monomer (EPDM) single-ply membrane.
 - 1. Membrane Attachment: Fully adhered.
 - 2. Warranty: Full system warranty; 30 year Platinum Limited Warranty covering membrane, membrane accessories, and metal edging and coping.
 - 3. Comply with applicable local building code requirements.
- B. Roofing System Components: Listed in order from the top of the roof down:
 - 1. Membrane: Thickness as specified.
 - 2. Base Sheet Over Insulation: Cold adhesive attached.
 - 3. Insulation:
 - a. Maximum Board Thickness: 2 inches; use as many layers as necessary; stagger joints in adjacent layers.
 - b. Tapered: Slope as indicated; provide minimum R-value at thinnest point; place tapered layer on top.
 - c. Crickets: Tapered insulation of same type as specified for top layer; slope as indicated.

2.02 EPDM MEMBRANE MATERIALS

- A. Roofing and Flashing Membrane: Black, cured synthetic single-ply membrane composed of ethylene propylene diene terpolymer (EPDM) with the following properties:

1. Reinforcement: None; membrane complying with ASTM D4637/D4637M Type I.
 2. Thickness: 0.090 inch.
 3. Nominal Thickness Tolerance: Plus/minus 10 percent.
 4. Acceptable Product: RubberGard Platinum EPDM Membrane by Firestone.
- B. Flashing Membrane: Self-curing, non-reinforced membrane composed of nonvulcanized EPDM rubber, complying with ASTM D4811/D4811M Type II, and with the following properties:
1. Thickness: 0.055 inch.
- C. Self-Adhesive Flashing Membrane: Semi-cured 45 mil EPDM membrane laminated to 35 mil EPDM tape adhesive.
- D. Pre-Molded Pipe Flashings: EPDM, molded for quick adaptation to different sized pipes.
- E. Self-Adhesive Lap Splice Tape: 35 mil EPDM-based, formulated for compatibility with EPDM membrane and high-solids primer;
- F. Splice Adhesive: Synthetic polymer-based, formulated for compatibility with EPDM membrane and metal surfaces.
- G. Adhesive Primer: Synthetic rubber based primer formulated for compatibility with EPDM membrane and tape adhesive, with VOC content less than 2.1 lb/gal.
- H. Seam Edge Treatment: EPDM rubber-based sealant, formulated for sealing exposed edges of membrane at seams..
- I. Pourable Sealer: Two-part polyurethane, two-color for reliable mixing.
- J. Water Block Seal: Butyl rubber sealant for use between two surfaces, not exposed.
- K. Termination Bars: Aluminum bars with integral caulk ledge; 1.3 inches wide by 0.10 inch thick; Firestone Termination Bar by Firestone.

2.04 METAL ACCESSORIES

- A. Metal Roof Edging and Fascia: Continuous metal edge member serving as termination of roof membrane and retainer for metal fascia; watertight with no exposed fasteners; mounted to roof edge nailer.
1. Wind Performance:
 - a. Membrane Pull-Off Resistance: 100 lbs/ft, minimum, when tested in accordance with SPRI ES-1 Test Method RE-1, current edition.

- b. Fascia Pull-Off Resistance: At least the minimum required when tested in accordance with SPRI ES-1 Test Method RE-2, current edition.
 - c. Provide product listed in FM (AG) with at least FM 1-270 rating.
- 2. Length: 144 inches.
- 3. Functional Characteristics: Fascia retainer supports while allowing for free thermal cycling of fascia.
- 4. Aluminum Bar: Continuous 6063-T6 alloy aluminum extrusion with pre-punched slotted holes; miters welded; injection molded EPDM splices to allow thermal expansion.
- 5. Anchor Bar Cleat: 20 gage, 0.036 inch G90 coated commercial type galvanized steel with pre-punched holes.
- 6. Curved Applications: Factory modified.
- 7. Fasteners: Factory-provided corrosion resistant fasteners, with drivers; no exposed fasteners permitted.
- 8. Special Shaped Components: Provide factory-fabricated pieces necessary for complete installation, including miters, scuppers, and end caps; minimum 14 inch long legs on corner pieces.
- 9. Scuppers: Welded watertight.
- 10. Accessories: Provide matching brick wall cap, downspout, extenders, and other special fabrications as shown on the drawings.

2.05 ACCESSORY MATERIALS

- A. Wood Nailers: PS 20 dimension lumber, Structural Grade No. 2 or better Southern Pine, Douglas Fir; or PS 1, APA Exterior Grade plywood; pressure preservative treated.
 - 1. Width: 3-1/2 inches, nominal minimum, or as wide as the nailing flange of the roof accessory to be attached to it.
 - 2. Thickness: Same as thickness of roof insulation.
- B. Cant Strips and Tapered Edge Strips: 45 degree face slope and minimum 5 inch face dimension; provide at all angle changes between vertical and horizontal planes that exceed 45 degrees.
 - 1. Install using hot asphalt (Type IV), roofing mastic, or mechanically fastened using fasteners and plates approved by roofing manufacturer.

PART 3 INSTALLATION

3.01 GENERAL

- A. Install roofing, insulation, flashings, and accessories in accordance with roofing manufacturer's published instructions and recommendations for the specified roofing system. Where manufacturer provides no instructions or recommendations, follow good roofing practices and industry standards. Comply with federal, state, and local regulations.
- B. Obtain all relevant instructions and maintain copies at project site for duration of installation period.
- C. Do not start work until Pre-Installation Notice has been submitted to manufacturer as notification that this project requires a manufacturer's warranty.
- D. Perform work using competent and properly equipped personnel.
- E. Temporary closures, which ensure that moisture does not damage any completed section of the new roofing system, are the responsibility of the applicator. Completion of flashings, terminations, and temporary closures shall be completed as required to provide a watertight condition.
- F. Install roofing membrane only when surfaces are clean, dry, smooth and free of snow or ice; do not apply roofing membrane during inclement weather or when ambient conditions will not allow proper application; consult manufacturer for recommended procedures during cold weather. Do not work with sealants and adhesives when material temperature is outside the range of 60 to 80 degrees F.

- G. Protect adjacent construction, property, vehicles, and persons from damage related to roofing work; repair or restore damage caused by roofing work.
 - 1. Protect from spills and overspray from bitumen, adhesives, sealants and coatings.
 - 2. Particularly protect metal, glass, plastic, and painted surfaces from bitumen, adhesives, and sealants within the range of wind-borne overspray.
 - 3. Protect finished areas of the roofing system from roofing related work traffic and traffic by other trades.
- H. Until ready for use, keep materials in their original containers as labeled by the manufacturer.
- I. Consult membrane manufacturer's instructions, container labels, and Material Safety Data Sheets (MSDS) for specific safety instructions. Keep all adhesives, sealants, primers and cleaning materials away from all sources of ignition.

3.02 EXAMINATION

- A. Examine roof deck to determine that it is sufficiently rigid to support installers and their mechanical equipment and that deflection will not strain or rupture roof components or deform deck.
- B. Verify that surfaces and site conditions are ready to receive work. Correct defects in the substrate before commencing with roofing work.
- C. Examine roof substrate to verify that it is properly sloped to drains.
- D. Verify that the specifications and drawing details are workable and not in conflict with the roofing manufacturer's recommendations and instructions; start of work constitutes acceptable of project conditions and requirements.
- E. Verify that wood nailers have been properly installed.

3.03 PREPARATION

- A. Remove all of the existing roof system down to the roof deck including all existing composition base flashings. Dispose of all materials properly.
 - 1. At penetrations, remove all existing flashings, including lead, asphalt, mastic, etc.
 - 2. At walls, curbs, and other vertical and sloped surfaces, remove loose and unsecured flashings; remove mineral surfaced and coated flashings; remove excessive asphalt to provide a smooth, sound surface for new flashings.
- B. Take appropriate measures to ensure that fumes from adhesive solvents are not drawn into the building through air intakes.
- C. Prior to proceeding, prepare roof surface so that it is clean, dry, and smooth, and free of sharp edges, fins, roughened surfaces, loose or foreign materials, oil, grease and other materials that may damage the membrane.
- D. Fill all surface voids in the immediate substrate that are greater than 1/4 inch wide with fill material acceptable insulation to membrane manufacturer.
- E. Seal, grout, or tape deck joints, where needed, to prevent bitumen seepage into building.
- F. Wood Nailers: Provide wood nailers at all perimeters and other locations where indicated on the drawings, of total height matching the total thickness of insulation being used.

3.04 INSULATION AND COVER BOARD INSTALLATION

- A. Install insulation in configuration and with attachment method(s) specified in PART 2, under Roofing System.
- B. Install only as much insulation as can be covered with the completed roofing system before the end of the day's work or before the onset of inclement weather.
- C. Lay roof insulation in courses parallel to roof edges.
- D. Neatly and tightly fit insulation to all penetrations, projections, and nailers, with gaps not greater than 1/4 inch. Fill gaps greater than 1/4 inch with acceptable insulation. Do not leave the roofing membrane unsupported over a space greater than 1/4 inch.

- E. Cold Adhesive Attachment: Apply in accordance with membrane manufacturer's instructions and recommendations; "walk-in" individual roof insulation boards to obtain maximum adhesive contact.

3.05 SINGLE-PLY MEMBRANE INSTALLATION

- A. Beginning at low point of roof, place membrane without stretching over substrate and allow to relax at least 30 minutes before attachment or splicing; in colder weather allow for longer relax time.
- B. Lay out the membrane pieces so that field and flashing splices are installed to shed water.
- C. Install membrane without wrinkles and without gaps or fishmouths in seams; bond and test seams and laps in accordance with membrane manufacturer's instructions and details.
- D. Install membrane adhered to the substrate, with edge securement as specified.
- E. Adhered Membrane: Bond membrane sheet to substrate using membrane manufacturer's recommended bonding material, application rate, and procedures.
- F. Edge Securement: Secure membrane at all locations where membrane terminates or goes through an angle change greater than 2 in 12 inches using mechanically fastened reinforced perimeter fastening strips, plates, or metal edging as indicated or as recommended by roofing manufacturer.
 - 1. Exceptions: Round pipe penetrations less than 18 inches in diameter and square penetrations less than 4 inches square.
 - 2. Metal edging is not merely decorative; ensure anchorage of membrane as intended by roofing manufacturer.

3.06 FLASHING AND ACCESSORIES INSTALLATION

- A. Install flashings, including laps, splices, joints, bonding, adhesion, and attachment, as required by membrane manufacturer's recommendations and details.
- B. Metal Accessories: Install metal edgings, gravel stops, and copings in locations indicated on the drawings, with horizontal leg of edge member over membrane and flashing over metal onto membrane.
 - 1. Follow roofing manufacturer's instructions.
 - 2. Remove protective plastic surface film immediately before installation.
 - 3. Install water block sealant under the membrane anchorage leg.
 - 4. Flash with manufacturer's recommended flashing sheet unless otherwise indicated.
 - 5. Where single application of flashing will not completely cover the metal flange, install additional piece of flashing to cover the metal edge.
 - 6. If the roof edge includes a gravel stop and sealant is not applied between the laps in the metal edging, install an additional piece of self-adhesive flashing membrane over the metal lap to the top of the gravel stop; apply seam edge treatment at the intersections of the two flashing sections.
 - 7. When the roof slope is greater than 1:12, apply seam edge treatment along the back edge of the flashing.
- C. Cornice Scuppers: Set in sealant and secure to structure; flash as recommended by manufacturer.
- D. Roofing Expansion Joints: Install as recommended by roofing manufacturer.
- E. Flashing at Walls, Curbs, and Other Vertical and Sloped Surfaces: Install weathertight flashing at all walls, curbs, parapets, curbs, skylights, and other vertical and sloped surfaces that the roofing membrane abuts to; extend flashing at least 8 inches high above membrane surface.
 - 1. Use the longest practical flashing pieces.
 - 2. Evaluate the substrate and overlay and adjust installation procedure in accordance with membrane manufacturer's recommendations.
 - 3. Complete the splice between flashing and the main roof sheet with specified splice adhesive before adhering flashing to the vertical surface.
 - 4. Provide termination directly to the vertical substrate as shown on roof drawings.

- F. Roof Drains:
1. Existing Drains: Remove all existing flashings, drain leads, roofing materials and cement from the drain; remove clamping ring.
 2. Taper insulation around drain to provide smooth transition from roof surface to drain. Use specified pre-manufactured tapered insulation with facer or suitable bonding surface to achieve slope; slope not to exceed manufacturer's recommendations.
 3. Position membrane, then cut a hole for roof drain to allow 1/2 to 3/4 inch of membrane to extend inside clamping ring past drain bolts.
 4. Make round holes in membrane to align with clamping bolts; do not cut membrane back to bolt holes.
 5. Apply sealant on top of drain bowl where clamping ring seats below the membrane
 6. Install roof drain clamping ring and clamping bolts; tighten clamping bolts to achieve constant compression.
- G. Flashing at Penetrations: Flash all penetrations passing through the membrane; make flashing seals directly to the penetration.
1. Pipes, Round Supports, and Similar Items: Flash with specified pre-molded pipe flashings wherever practical; otherwise use specified self-curing elastomeric flashing.
 2. Pipe Clusters and Unusual Shaped Penetrations: Provide penetration pocket at least 2 inches deep, with at least 1 inch clearance from penetration, sloped to shed water.

3.07 FIELD QUALITY CONTROL

- A. Inspection by Manufacturer: Provide final inspection of the roofing system by a Technical Representative employed by roofing system manufacturer specifically to inspect installation for warranty purposes (i.e. not a sales person).
- B. Perform all corrections necessary for issuance of warranty.

3.08 CLEANING

- A. Clean all contaminants generated by roofing work from building and surrounding areas, including bitumen, adhesives, sealants, and coatings.
- B. Repair or replace building components and finished surfaces damaged or defaced due to the work of this section; comply with recommendations of manufacturers of components and surfaces.
- C. Remove leftover materials, trash, debris, equipment from project site and surrounding areas.

3.09 PROTECTION

- A. Where construction traffic must continue over finished roof membrane, provide durable protection and replace or repair damaged roofing to original condition.

END OF SECTION

SECTION 07 62 00
SHEET METAL FLASHING AND TRIM

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fabricated sheet metal items, including flashings and counterflashings.
- B. Sealants for joints within sheet metal fabrications.
- C. Reglets and accessories.

1.02 REFERENCE STANDARDS

- A. AAMA 2605 - Voluntary Specification, Performance Requirements and Test Procedures for Superior Performing Organic Coatings on Aluminum Extrusions and Panels (with Coil Coating Appendix); 2013.
- B. ASTM A653/A653M - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process; 2015.
- C. ASTM B370 - Standard Specification for Copper Sheet and Strip for Building Construction; 2012.
- D. ASTM C920 - Standard Specification for Elastomeric Joint Sealants; 2014a.
- E. ASTM D4586/D4586M - Standard Specification for Asphalt Roof Cement, Asbestos-Free; 2007 (Reapproved 2012).
- F. CDA A4050 - Copper in Architecture - Handbook; current edition.
- G. SMACNA (ASMM) - Architectural Sheet Metal Manual; 2012.

1.03 QUALITY ASSURANCE

- A. Perform work in accordance with SMACNA (ASMM) and CDA A4050 requirements and standard details, except as otherwise indicated.
- B. Fabricator and Installer Qualifications: Company specializing in sheet metal work with 5 years of documented experience.

1.04 DELIVERY, STORAGE, AND HANDLING

- A. Stack material to prevent twisting, bending, and abrasion, and to provide ventilation. Slope metal sheets to ensure drainage.
- B. Prevent contact with materials that could cause discoloration or staining.

PART 2 PRODUCTS

2.01 SHEET MATERIALS

- A. Pre-Finished Galvanized Steel: ASTM A653/A653M, with G90/Z275 zinc coating; minimum 24 gage (0.0239) inch thick base metal, shop pre-coated with PVDF coating.
 - 1. PVDF (Polyvinylidene Fluoride) Coating: Superior Performance Organic Finish, AAMA 2605; multiple coat, thermally cured fluoropolymer finish system.
- B. Copper: ASTM B370, cold rolled 16 oz/sq ft (24 gage) (0.0216 inch) thick; natural finish.

2.02 ACCESSORIES

- A. Fasteners: Same material and finish as flashing metal, with soft neoprene washers.
- B. Primer: Zinc chromate type.
- C. Protective Backing Paint: Zinc molybdate alkyd.
- D. Sealant to be Concealed in Completed Work: Non-curing butyl sealant.
- E. Sealant to be Exposed in Completed Work: 1; elastomeric sealant, 100 percent silicone with minimum movement capability of plus/minus 25 percent and recommended by manufacturer for substrates to be sealed; clear.
- F. Plastic Cement: 1, Type I.

2.03 FABRICATION

- A. Form sections true to shape, accurate in size, square, and free from distortion or defects.
- B. Form pieces in longest possible lengths.
- C. Hem exposed edges on underside 1/2 inch; miter and seam corners.
- D. Form material with flat lock seams, except where otherwise indicated. At moving joints, use sealed lapped, bayonet-type or interlocking hooked seams.
- E. Fabricate corners from one piece with minimum 18 inch long legs; solder for rigidity, seal with sealant.
- F. Fabricate vertical faces with bottom edge formed outward 1/4 inch and hemmed to form drip.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify roof openings, curbs, pipes, sleeves, ducts, and vents through roof are solidly set, reglets in place, and nailing strips located.
- B. Verify roofing termination and base flashings are in place, sealed, and secure.

3.02 PREPARATION

- A. Install starter and edge strips, and cleats before starting installation.
- B. Back paint concealed metal surfaces with protective backing paint to a minimum dry film thickness of 15 mil.

3.03 INSTALLATION

- A. Insert flashings into reglets to form tight fit. Secure in place with lead wedges. Pack remaining spaces with lead wool. Seal flashings into reglets with sealant.
- B. Secure flashings in place using concealed fasteners.
- C. Apply plastic cement compound between metal flashings and felt flashings.
- D. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.
- E. Seal metal joints watertight.

3.04 FIELD QUALITY CONTROL

- A. See Section 01 40 00 - Quality Requirements, for field inspection requirements.
- B. Inspection will involve surveillance of work during installation to ascertain compliance with specified requirements.

END OF SECTION

SECTION 09 90 07

GENERAL GUIDELINES FOR PAINTING EXTERIOR AND INTERIOR SURFACES

PART 1 GENERAL

1.01 SUMMARY

- A. This procedure includes general guidelines for painting and finishing interior and exterior surfaces. General descriptions pertaining to surface preparation, priming and application of finish coats are also provided here and, where called for, should be used along with shop priming and surface treatment specified in other procedures.
- B. Paint exposed surfaces whether or not colors are designated in "schedules," except where a material is specifically shown not to be painted or is to surface or material is specifically shown not to be painted or is to remain natural. Where an item or surface is not specifically mentioned, paint the same as similar adjacent materials or surfaces. If color or finish is not designated, the Architect will select from standard colors or finishes available.
- C. Painting is not required on prefinished items, finished metal surfaces, concealed surfaces (except as may be specified in other repair procedures) and operating parts. Do not paint over Underwriter's Laboratories, Factory Mutual or other code-required labels or equipment name, identification, performance rating, or nomenclature plates.
- D. For guidance on surface preparation, see the following:
 - 1. For iron and steel, see 05 01 05.
- E. For guidance on paint removal, see the following:
 - 1. For iron and steel, see 05 01 05.

1.02 DEFINITIONS

- A. "Paint" includes coating systems materials, primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.

1.03 SUBMITTALS

- A. Product Data: Submit to the Architect.
 - 1. Provide manufacturers' technical information, label analysis, and application instructions for each material proposed for use.
 - 2. List each material and cross-reference the specific coating and finish system and application. Identify each material by the manufacturer's catalog number and general classification.
- B. Samples: Provide samples of each color and material to be applied, with texture to simulate actual conditions, on representative samples of the actual substrate.
 - 1. Define each separate coat, including block fillers and primers. Use Architects colors when preparing samples for review. Resubmit until required sheen, color, and texture is achieved.
 - 2. Provide a list of materials and application for each coat of each sample. Label each sample as to location and application.

1.04 QUALITY ASSURANCE

- A. Qualifications: Restoration Specialist: Work must be done by a firm having not less than 10 years' successful experience in comparable painting restoration/rehabilitation projects and employing personnel skilled in the processes and operations indicated.
- B. Source of Materials: Provide primers and undercoat paint produced by the same manufacturer as the finish coats. Primers and undercoat paints shall be made to be used with the selected finish coat.
- C. Mock-up: On wall surfaces and other exterior and interior components, duplicate finishes of prepared samples.
 - 1. Provide full-coat finish samples on at least 200 sq. ft. minimum of surface until required sheen, color and texture are obtained.
 - 2. Simulate finished lighting conditions for review of in place work.

3. Final acceptance of colors will be from job-applied samples.
 4. The Architect will select one room or surface to represent surfaces and conditions for each type of coating and substrate to be painted.
 - a. Apply coatings in this room or surface according to the schedule or as specified.
 - b. After finishes are accepted, this room or surface will be used for evaluation of coating systems of a similar nature.
- D. Coordination of Work:
1. Review other sections in which primers are provided to ensure compatibility of the total systems for various substrates.
 2. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
 3. Notify the Architect of problems anticipated using the materials specified.
- E. Material Quality:
1. Provide the manufacturer's best quality trade sale paint material of the various coating types specified. Paint material containers not displaying manufacturers' product identification will not be acceptable.
 2. Federal Specifications establish a minimum quality level for paint materials, except where other product identification is used. Provide written certification from the manufacturer that materials provided meet or exceed these criteria.
 3. Products that comply with qualitative requirements of applicable Federal Specifications, yet differ in quantitative requirements, may be considered for use when acceptable to the Architect. Furnish material data and manufacturer's certificate of performance to contracting officer's representative for proposed substitutions.

1.05 DELIVERY, STORAGE AND HANDLING

- A. Packing and Shipping: Deliver materials to the job site in the manufacturer's original, unopened packages and containers bearing manufacturers' name and label and the following information:
1. Product name or title of material.
 2. Product description (generic classification or binder type).
 3. Federal Specification number, if applicable.
 4. Manufacturers' stock number and date of manufacture.
 5. Contents by volume, for pigment and vehicle constituents.
 6. Thinning instructions.
 7. Application instructions.
 8. Color, name and number.
- B. Storage and Protection:
1. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 degrees F. Maintain containers used in storage in a clean condition, free of foreign materials and residue.
 2. Protect from freezing. Keep storage area neat and orderly. Remove oily rags and waste daily. Take necessary measures to ensure that workers and work areas are protected from fire and health hazards resulting from handling, mixing, and application.
 3. Do not open containers of coatings or components unless for immediate use. Keep containers closed when not in use.

1.06 PROJECT/SITE CONDITIONS

- A. Environmental Requirements:
1. Apply water-based paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 50 degrees F and 90 degrees F. Do not apply if, within 24 hours after application, temperature is expected to fall below 40 degrees F.
 2. Apply solvent-thinned paints only when the temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F and 95 degrees F.
 3. Do not apply paint in snow, rain, fog or mist when the relative humidity exceeds 85%, at temperatures less than 50 F above the dew point, or to damp or wet surfaces.

4. Painting may continue during inclement weather if surfaces and areas to be painted are enclosed and heated within temperature limits specified by the manufacturer during applications and drying periods.
5. Do not apply paint when dust is present. Program surface preparation and painting so that dust and other contaminants from the surface preparation process and other work done will not fall or settle in wet, newly painted surfaces.
6. Do not apply paint to interior surfaces until the area is enclosed. Paint surfaces which will be inaccessible for painting.
7. Protect other work whether to be painted or not against defacement or damage by painting. Use masking materials to protect adjacent surfaces and materials.
8. Comply with manufacturers' instructions for paint curing period temperatures, humidity and time periods.
9. On wood, do not apply paint when the moisture content of the wood exceeds 12% as measured by an electronic moisture meter.
10. Lighting: Work under this section shall not proceed unless adequate lighting is available.
11. Ventilation: Assure that there is adequate ventilation for the type of coating and cleaning materials used. If necessary, consult paint manufacturer for recommendations.
12. Paint pots shall not be cleaned at sinks or other drainage facilities nor shall any debris be allowed to run into drainage lines of the building.
13. All fine arts, furniture and adjacent finishes shall be protected with drop cloths or other suitable methods from paint spatters, dirt or other damage during the progress of the work, and the contractor will be held responsible for any damage to fine arts incident to the work done under the contract.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Unless otherwise indicated, furnish scheduled products, including paint, varnish, stain, enamel, lacquer, fillers, and related products for prime, intermediate, and finish coats.
 1. Materials not specifically suggested, but required, such as linseed oil, shellac, thinners and the like are to be of quality not less than required by applicable Federal or State Specification Standards.
- B. Proprietary names used to designate colors or materials are not intended to imply that products of named manufacturers are required to exclusion of equivalent products of other manufacturer.
- C. Color Pigments: Pure, nonfading, applicable types to suit substrates and service suggested.
- D. Paint may be thinned only when recommended by the manufacturer's printed instructions. Type of thinner and quantity shall be as specified by the manufacturer.
- E. Primers
- F. Undercoat Materials
- G. Interior and Exterior Finish Paint Material

2.02 EQUIPMENT

- A. For Brush Application:
 1. Natural bristle brushes: Precondition by soaking in raw linseed oil for 24 hours.
- B. For Roller Application:
 1. Pipe rollers
- C. For Mechanical Application:
 1. Hot-air spray
 2. Cold-air spray (automatic or hand)
 3. Electrostatic air spray (powder or fluid)

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine substrates and conditions under which painting will be done for compliance with requirements for application of paint.
- B. Do not begin paint application until unsatisfactory conditions have been corrected.
- C. Start of surface preparation/painting is the applicator's notice that the surfaces and conditions within a particular area are acceptable to begin work.

3.02 PREPARATION

NOTE: SEE ALSO SURFACE PREPARATION PROCEDURES FOR SPECIFIC MATERIALS REFERENCED IN PART 1 OF THIS PROCEDURE.

- A. Protection:
 - 1. Do all preparation and cleaning procedures in strict accordance with the paint manufacturer's instructions and as herein specified, for each particular substrate condition.
 - 2. Remove hardware and hardware accessories, plates, machined surfaces, lighting fixtures, and similar items in place that are not to be painted, or provide surface-applied protection before surface preparation and painting.
 - a. Remove these items if necessary for complete painting of the items and adjacent surfaces.
 - b. Following completion of painting operations in each space or area, have items reinstalled by workers skilled in the trades involved.
 - 3. Adjacent surfaces shall be protected against spatters, stains, or soiling. Each coat of primer or paint shall be evenly spread without skips, runs, sags, and clogging, and allowed to dry before next coat is applied.
 - 4. Provide ample illumination in areas where painting work is in progress to fully light the work being done.
 - a. Examine areas and conditions where painting is to be done and correct any defects before beginning paint application.
 - b. Starting to paint is applicator's notice that surface preparation is acceptable.
- B. Surface Preparation: Clean and prepare new surfaces to be painted according to the manufacturer's instructions for each particular substrate condition.
 - 1. Clean surfaces before applying paint or surface treatments.
 - a. Remove oil and grease before cleaning.
 - b. Schedule cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.
 - 2. Hand sand between each undercoat and finish coats on smooth surface materials where oil and synthetic resin base paint and varnish systems are scheduled.
 - a. Use extra-fine sandpaper on painted surfaces.
 - b. Remove dust from surfaces after sanding with tack cloths.
 - c. Note any additional requirement for rubbed finishes on architectural woodwork, scheduled with that finish.
- C. Materials Preparation: Carefully mix and prepare paint materials according to manufacturers' directions.
 - 1. Maintain containers used in mixing and application of paint in a clean condition, free of foreign materials and residue.
 - 2. Stir material before application to produce a mixture of uniform density; stir as required during application. Do not stir surface film into material. Remove film and, if necessary, strain material before using.
 - 3. Use only thinners approved by the paint manufacturer, and only within recommended limits.
 - 4. Tinting: Tint each undercoat a lighter shade to ease identification of each coat where multiple coats of the same material are applied. Tint undercoats to match the color of the

finish coat, but provide sufficient differences in shade of undercoats to distinguish each separate coat.

3.03 ERECTION, INSTALLATION, APPLICATION

A. General:

1. Assume all responsibility for paint coats applied over surfaces and undercoats which have not been approved by the Architect.
2. Remove paint and apply any additional coats of paint, as directed by the Architect, where surface preparation and undercoats have not been approved before finish painting.
3. Provide finish coats that are compatible with primers used.
4. Where different colors meet, provide a clear line of natural juncture.
5. Apply additional coats when undercoats, stains, or other conditions show through the final coat of paint until paint film is of uniform finish, color, and appearance. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive a dry film thickness equivalent to that of flat surfaces.
6. Finish doors on tops, bottoms and side edges, the same as the exterior faces.
7. Paint the back sides of access panels, removable or hinged covers to match the exposed surfaces.
 - a. The term "exposed surfaces" includes areas visible when permanent or built-in fixtures, grilles, and similar components are in place.
 - b. Extend coatings in these areas as required to maintain the system integrity and provide desired protection.
8. Paint surfaces behind movable equipment and furniture the same as similar exposed surfaces.
9. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment.
10. Include field prime coats on metalwork in addition to any shop prime coats.
11. Sand lightly between each succeeding enamel and varnish coat.

NOTE: DO NOT PAINT OVER DIRT, RUST, SCALE, GREASE, MOISTURE, SCUFFED SURFACES, OR CONDITIONS DETRIMENTAL TO FORMATION OF A DURABLE SMOOTH PAINT FILM.

B. Scheduling Painting:

1. Apply the first coat to surfaces cleaned, pretreated, or otherwise prepared for painting when practicable after preparation and before subsequent surface deterioration.
2. Allow sufficient time between successive coats to allow proper drying. Do not recoat until paint has dried to where it feels firm, and does not deform or feel sticky under moderate thumb pressure and where application of another coat of paint does not cause lifting or loss of adhesion of the undercoat.

C. Apply paint following manufacturers' directions. Use applicators and techniques best suited for substrate and type of material being applied.

NOTE: CLOUDINESS, SPOTTING, HOLIDAYS, LAPS, BRUSH MARKS, RUNS, SAGS, ROPINESS, OR OTHER SURFACE IMPERFECTIONS WILL NOT BE ACCEPTABLE.

1. Methods of Application:

a. Brush application:

- 1) Brush-out and work brush coats in both directions onto the surfaces in a uniform film.
- 2) Use brushes best suited for the type of material being applied.
- 3) Neatly draw all glass and color break lines.

b. Roller application:

- 1) Roll-out and work roller coats in both directions onto the surfaces in a uniform film.
- 2) Sleeves used on the rollers to be clean, full clipped pile, or as recommended by paint manufacturer for material and texture required.

- 3) Use brush at corners, fasteners, irregular surfaces or items, and other like conditions.
- c. Mechanical application:
NOTE: USE MECHANICAL METHODS FOR PAINT APPLICATION ONLY WHEN ACCEPTABLE; CONSULT WITH ARCHITECT.
 - 1) Spray painting, if permitted, should be accomplished using pressure settings, application technique, spray tip, mesh filter screens, and mesh tip strainer as recommended by the coating manufacturer.
 - 2) Do not double back with spray equipment to build up film thickness of two coats in one pass.
- 2. Minimum Coating Thickness:
 - a. Apply materials at not less than the manufacturer's recommended spreading rate. Provide a total dry film thickness of the entire system as recommended by the manufacturer.
 - b. The number of coats and film thickness required is the same, despite the application method. Do not apply succeeding coats until the previous coat has cured as recommended by the manufacturer. Sand between applications where sanding is required to produce an even smooth surface according to the manufacturer's directions.
- 3. Prime Coats: PRIME COAT APPLICATION SHOULD MATCH ORIGINAL FINISH APPLICATION.
NOTE: BRUSH APPLY ALL PRIME COATS UNLESS OTHERWISE ALLOWED TO USE ROLLER OR MECHANICAL APPLICATORS.
 - a. Before application of finish coats, apply a prime coat of material as recommended by the manufacturer to material required to be painted or finished and has not been prime coated by others.
 - b. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to assure a finish coat with no burn through or other defects due to insufficient sealing.
 - c. Omit primer on metal surfaces that have been shop-primed and touch up painted.
- 4. Top Coats: TOP COAT APPLICATION SHOULD MATCH ORIGINAL FINISH APPLICATION.
 - a. Mechanical and Electrical Work: Painting mechanical and electrical work is limited to items exposed in mechanical equipment rooms and in occupied spaces.
 - b. Block Fillers: Apply block fillers to concrete masonry block at a rate to ensure complete coverage with pores filled.
 - c. For Stipple Enamel Finish: Roll and redistribute paint to an even and fine texture. Leave no evidence of rolling such as laps, irregularity in texture, skid marks, or other surface imperfections.
 - d. For Pigmented (Opaque) Finishes: Completely cover to provide an opaque, smooth surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.
 - e. For Transparent (Clear) Finishes: Use multiple coats to produce a glass-smooth surface film of even luster. Provide a finish free of laps, cloudiness, color irregularity, runs, brush marks, orange peel, nail holes, or other surface imperfections.
- 5. Completed Work:
 - a. Match approved samples for color, texture, and coverage. Remove, refinish, or repaint work not in compliance with specified requirements.
 - b. Finish painted surfaces shall be free of clouding due to noncoverage of ground coats or surfaces to which applied. Finish coat shall match specified color.
 - 1) Edges adjoining other materials or colors shall be true without overlapping.
 - 2) Each coat shall be applied to ornamental work in a way that will not obscure ornament and texture.

- 3) Each coat shall be even.

END OF SECTION