

REQUEST FOR PROPOSALS



Cortland County Office Building Cupola Repair

Cortland County, through its Buildings & Grounds Department, is requesting proposals to repair the Cortland County Office Building Cupola.

Proposals, one (1) original and three (3) copies, will be received until **2:00 p.m. Thursday, June 23, 2016 at the Cortland County Buildings & Grounds Department, Attn: Brian Parker, 60 Central Ave., Cortland NY 13045. Technical questions regarding this RFP may be directed to:**

Brian Parker, Director of Buildings & Grounds
60 Central Avenue
Cortland, NY 13045
bparker@cortland-co.org
(607)753-5068

Questions of clarification of items in the RFP must be submitted in writing no later than **June 16, 2016**. If questions or clarification are submitted via email, please request a read receipt confirmation in the email.

The **Cortland County Building & Grounds Committee** will evaluate proposals and request interviews if necessary. It is anticipated that a decision will be made on or about **July 12, 2016**.

Cortland County will negotiate the contract terms upon selection of a vendor. All contracts are subject to review and approval by the Cortland County Attorney. This contract will outline the terms, scope, budget, and any other necessary items.

The vendor awarded the County's business will be selected based on the offering with greatest benefit to the County. Cortland County reserves the right to accept or reject any or all proposals, to take exception to these RFP specifications, or to waive any formalities. The County specifically reserves the right to negotiate a contract with the selected vendor.

SPECIFICATIONS & SCOPE:

- **The scope of the project is detailed in the attached contract drawings as prepared for the County by Barton & Loguidice. Site review is recommended prior to bid submittal.**

- **Cortland County will obtain relevant permits, if necessary, prior to the initiation of work by the selected vendor.**

BUDGET:

The proposed budget must encompass **all material, labor, equipment rental, warranties, transport, administrative costs and any other related expenses necessary to complete the repairs as outlined in the attached drawings.**

Vendor Qualifications

The County of Cortland will evaluate vendor experience, qualifications and capabilities for performing said work. The desired qualifications are outlined below. Responders are required to submit a written narrative corresponding to each of the underlined section items:

Company Profile

- Company overview and history
 - How long has the company been in business
 - Number of current employees
 - Examples of other municipal clients
- Capabilities of company - Why should your company be chosen

Scope of Work

- Project phase deliverables
- Timeline for completion of work
- What will be expected by the County
- What will be expected of the County

Related Repair Experience

- References (minimum three references, including all contact information below)
 - Client name
 - Type of repair project
 - Client contact person and title
 - Phone
 - Email address

Warranty (describe all available)

- Vendor will detail warranties related to repair project

3.2 SUBMISSION REQUIREMENTS

The following information must be included as part of the proposal:

- A. Name, contact, address, telephone and fax number, and e-mail of your firm.
- B. Qualifications of firm, including but not limited to: firm's history and number of years in business. Copy of current Business Certificate of Authority in NYS, W9.
- C. Provide all necessary licenses, permits and certifications relating to the necessary qualifications for this RFP. Subsequent contract, if awarded, will require proof of Worker's Compensation Insurance, as well as Liability Insurance naming the County an additionally insured party.
- D. Completed Qualification Questionnaire attached to this RFP as Exhibit B.
- E. Completed and signed Schedule of Fees form attached to this RFP as Exhibit C.
- F. Proof of insurance as detailed in Section 2.6, Insurance Requirements.
- G. Completed Drug Free Workplace form attached to this RFP as Exhibit D.
- H. Acknowledgement page of agreement to abide by Appendix A – NYS Standard Clauses for New York State Contracts, attached as Exhibit E.
- I. References: All qualified firms must submit a list of at least three firms, organizations, or major customers to whom they have provided services within the past five years. Along with this information should be supplied the name, address and phone number of each reference listed. Letters of recommendation and references from other municipalities or public agencies are preferred.
- J. Information on any pending litigation against the firm or any of its principals as it relates to the services provided by the firm.
- K. Any other information you feel is appropriate to assist in the selection process.

Checklist of documents to be returned with bid:

- _____ Exhibit A: Acknowledgement and Agreement to Comply with Standard Clauses for New York State Contracts
- _____ Exhibit B: Qualification Questionnaire
- _____ Exhibit C: Schedule of Fees (NO FORM, SUBMITTED BY VENDOR)
- _____ Exhibit D: Drug Free Workplace
- _____ Exhibit E: Non-Collusive Bidding Certification Required by Section 139-D of the State Finance Law
- _____ Exhibit F: Conflict of Interest Disclosure
- _____ Exhibit G: Privacy and Security HIPAA Compliance (only if applicable)
- _____ W9
- _____ Proof of Insurance (as required by RFP)
- _____ Copy of NYS Certificate of Authority to do Business in New York State
- _____ Copy of active NYS MWBE Certification – if applicable
- _____ Proof that signatory is at least a 50% owner and has the authority to act on behalf of the business

EXHIBIT A – ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS (APPENDIX A)

I hereby acknowledge that I have read, understand and agree to comply with the terms as outlined in Appendix A – Standard Clauses for New York State Contracts. Failure to comply may result in immediate termination of this agreement with potential legal recourse by the County.

Signed: _____
 Title: _____

Date: _____

EXHIBIT B – QUALIFICATION QUESTIONNAIRE

All vendors must complete this questionnaire in order to be included in the evaluation of the proposals. The information supplied will enable the County to determine whether or not the vendor has adequate personnel and facilities to properly perform the work.

1. Facility Name and Physical Address: _____

2. Normal Operating Hours: Weekdays _____ am to _____ pm
 a. Saturdays _____ am to _____ pm
 b. Sundays & Holidays _____ am to _____ pm

3. Number of employees on your payroll: _____

4. Do any of your employees have any other special certifications or rating? If so, specify:

5. Do you have any special equipment that is available to service the County RFP? If so, specify:

6. What is the overall size of your facility? _____

7. Do you have a locked, fenced and secured storage area? Yes / No

8. How far in advance must appointments be scheduled? _____

9. In case of emergency, will you accommodate the County with same day services when possible? Yes / No

10. Shop Distance from 60 Central Avenue, Cortland, NY _____

In submitting this proposal, it is understood that the unrestricted right is reserved by the County in making the award to reject any and all proposals or parts thereof, or to waive any informalities or technicalities in said bids. The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has it, in any manner, sought by collusion to secure for himself and advantage over any another bidder.

 PRINT NAME

 SIGNATURE

 TITLE (Must be 50% Company Owner)

 DATE

EXHIBIT D – DRUG FREE WORKPLACE

Whenever two or more Bids which are equal with respect to price, quality and service are received by the State or by any political subdivisions for the procurement of commodities or contractual services, a Bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing the Bids will be followed if none of the tied vendors have a drug free workplace process. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under Bid a copy of the statement specified in Subsection (1).
- 4) In the statement specified in Subsection (1), notify that employees, that, as a condition of working of the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employee of any conviction of, or plea of guilty or nolo contendere to, any violation of any controlled substance law in the United States or any state or Cortland County, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies with the above requirements.

Print Name: _____ Date: _____

Signature: _____ Title: _____

EXHIBIT E: NON COLLUSIVE BILLING CERTIFICATE REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

Section 139D, 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 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 other 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 completion.

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 me under penalty of perjury under the laws of the State of New York, this _____ day of _____, 10____ as the act and deed of said corporation of partnership or sole proprietor.

If Bidders are a Partnership, complete the Following:

Names of Partners or Principals

Legal Residence

If Bidders are a corporation, complete the following:

Name

Legal Residence

President

Secretary

Treasurer

President

Secretary

Treasurer

Identifying Data:

Potential Contractor: _____

Address: _____

Telephone #: _____ Title: _____

E-Mail Address: _____

If applicable, Responsible Corporate Officer

Name: _____ Title: _____

Signature: _____

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

Legal name of person or firm	Legal name of person or firm
_____ Name	_____ Name
_____ Title	_____ Title
_____ Address	_____ Address

EXHIBIT F - CONFLICT OF INTEREST DISCLOSURE**Conflict of Interest Disclosure Form**

Note: A potential or actual conflict of interest exists when commitments and obligations are likely to be compromised by the nominator(s)' other material interests, or relationships (especially economic), particularly if those interests or commitments are not disclosed.

This Conflict of Interest Form should indicate whether the nominator(s) has an economic interest in, or acts as an officer or a director of, any outside entity whose financial interests would reasonably appear to be affected by the addition of the nominated condition to the newborn screening panel. The nominator(s) should also disclose any personal, business, or volunteer affiliations that may give rise to a real or apparent conflict of interest. Relevant Federally and organizationally established regulations and guidelines in financial conflicts must be abided by. Individuals with a conflict of interest should refrain from nominating a condition for screening.

Date: _____

Name: _____

Position: _____

Please describe below any relationships, transactions, positions you hold (volunteer or otherwise), or circumstances that you believe could contribute to a conflict of interest:

_____ I have no conflict of interest to report.

_____ I have the following conflict of interest to report (please specify other nonprofit and for-profit boards you (and your spouse) sit on, any for-profit businesses for which you or an immediate family member are an officer or director, or a majority shareholder, and the name of your employer and any businesses you or a family member own:

1. _____
2. _____
3. _____

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Company: _____

Date: _____

SAMPLE COUNTY AGREEMENT

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF CORTLAND, New York, (the "COUNTY"), a municipal corporation organized and existing under the laws of the State of New York with offices at 60 Central Avenue, Cortland, New York 13045, and _____, (the "CONTRACTOR"), with offices located at _____.

WITNESSETH, that the COUNTY and the CONTRACTOR, for the consideration hereafter named, agree as follows:

ARTICLE 1. WORK TO BE DONE AND CONSIDERATION THEREFORE

The CONTRACTOR shall furnish

(Describe the work to be done; if a proposal for the work exists, attach same as an exhibit and cite said exhibit herein.)

ARTICLE 2. TERM

The CONTRACTOR agrees to perform the services and/or supply goods beginning _____, 20____ and ending _____, 20____.

ARTICLE 3. ACCEPTANCE AND FINAL PAYMENT

Upon receipt of written notice that the Contract has been fully performed and the COUNTY agrees that the Contract has been fully performed, the CONTRACTOR shall file with the COUNTY an itemized voucher and the COUNTY shall pay the CONTRACTOR \$ _____ within its normal payment period.

ARTICLE 4. CONTRACTOR'S INSURANCE

The CONTRACTOR shall not commence work under this Contract until he/she/it has obtained all insurance required under this paragraph and the COUNTY has approved such insurance. The COUNTY requires the following insurance coverage and amounts:

- (A) Comprehensive General Liability, including personal injury coverage of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate and property damage coverage in the amount of \$500,000.00 per occurrence and \$1,000,000.00 in the aggregate.
- (B) Automobile coverage with a combined single limit of \$1,000,000.00.
- (C) Statutory Worker's Compensation Disability Coverage, and Unemployment Insurance.
- (D) Professional Liability Insurance in the amount of \$1,000,000.00 where applicable.

The CONTRACTOR shall submit at the time of the execution of this agreement, certificates of insurance properly executed by an authorized representative of its insurance underwriter, evidencing such insurance

policies to be in full force and effect, naming the COUNTY which shall assume to include its officers, employees, agents and representatives as additional insured. The certificates of insurance shall name specifically "Cortland County, 60 Central Avenue, Cortland, New York 13045" as an additional insured.

Notice of termination of any such policies must be provided to the COUNTY at least ten (10) days in advance. CONTRACTOR shall, on or before this 10-day period, provide the COUNTY with a prospective Certificate of Insurance with the above coverage and limits for the balance of the term of this agreement.

All insurance coverage required to be purchased and maintained by the CONTRACTOR under this agreement shall be primary for the defense and indemnification on any action or claim asserted against the COUNTY and/or the CONTRACTOR for work performed under this agreement, regardless of any other collectible insurance or any language in the insurance policies which may be to the contrary.

Any accident shall be reported to the COUNTY as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed written report must be submitted to the COUNTY as soon thereafter as possible and not later than three (3) days after the date of such accident.

ARTICLE 5. REPRESENTATIONS OF CONTRACTOR

The CONTRACTOR represents and warrants:

- (A) That he/she/it is financially solvent and that he/she/it is experienced in and competent to perform the services as described in Article 1 above,
- (B) That he/she/it is familiar with all Federal, State, municipal and departmental laws, ordinances and regulation which may in any way affect the work or those employed therein.
- (C) That he/she/it shall comply with all standard New York State contract requirements as set forth in Exhibits A-D and Appendix A; attached and annexed hereto.

ARTICLE 6. PERMITS AND REGULATIONS

The CONTRACTOR shall procure and pay for all permits and licenses necessary for the services to be rendered hereunder.

ARTICLE 7. COUNTY'S RIGHT TO STOP WORK OR TERMINATE CONTRACT

The COUNTY shall have the right to stop work or terminate the Contract if:

- (A) The CONTRACTOR is adjudged bankrupt or makes an assignment for the benefit of creditors; or
- (B) A receiver or liquidator is appointed for the CONTRACTOR or for any of his/her/it's property and is not dismissed within twenty (20) days after such appointment or the proceedings in connection therewith are not stayed on appeal within said twenty (20) days; or
- (C) The CONTRACTOR refuses or fails to prosecute the work or any part thereof with due diligence; or
- (D) The CONTRACTOR fails to make prompt payment to persons supplying labor for the work; or
- (E) The CONTRACTOR fails or refuses to comply with all applicable laws or ordinances; or
- (F) The CONTRACTOR violates any provision of the Contract;
- (G) In any event, the COUNTY, without prejudice to any other rights or remedy it may have, may by seven (7) days notice to the CONTRACTOR, terminate this contract pursuant to the grounds stated herein. In such case, the CONTRACTOR shall not be entitled to receive any further payment until the work is complete. If the unpaid balance of the compensation to be paid to the CONTRACTOR hereunder exceeds the expense of completing the work, such excess shall be paid to the CONTRACTOR. If such expense exceeds such unpaid balance, the CONTRACTOR shall be liable to the COUNTY for such excess.
- (H) COUNTY may terminate this contract upon thirty (30) days written notice to the CONTRACTOR if deemed in the best interest of the COUNTY.
- (I) COUNTY may terminate if the contract is not funded.

ARTICLE 8. INDEMNIFICATION / HOLD HARMLESS

The CONTRACTOR shall indemnify, defend and hold the COUNTY, its Departments, and its officers, employees, contractors, representatives and agents harmless from and against any and all claims, fines, demands, losses, damages and expenses, including attorney's fees, relating to or arising out of any negligent or intentional acts and/or omissions of the CONTRACTOR or any of its directors, officers, employees, contractors, representatives, or agents.

ARTICLE 9. INDEPENDENT CONTRACTOR

The CONTRACTOR, including all its officers, employees and agents agrees that their relationship to the COUNTY and any of its Departments or units, is that of an independent contractor, and said CONTRACTOR covenants and agrees that they will not conduct themselves as, nor hold themselves out as, nor claim to be an officer or employee of the COUNTY by reason hereof and that they will not claim, demand or make an application to or for any right or privilege applicable to an officer or employee of the COUNTY, including, but not limited to, Worker's Compensation coverage, Unemployment Insurance benefits, Social Security coverage, medical and/or dental benefits, or retirement membership or credit.

ARTICLE 10. ASSIGNMENT

Neither party may assign or sub-contract this contract or any portion thereof, without prior written consent of the other party hereto.

ARTICLE 11. REQUIRED PROVISIONS OF LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to have been inserted herein. If any such provision is not inserted, through mistake or otherwise, then upon the application of either party, this Contract shall be physically amended to make such insertion.

ARTICLE 12. VENUES AND DISPUTES

The exclusive means of disposing of any dispute arising under this Agreement shall be decided in a New York State Court of competent jurisdiction located within Cortland County, New York. There shall be no right to binding arbitration. Pending final resolution of a dispute, the CONTRACTOR shall proceed diligently with performing the terms of this Agreement. The CONTRACTOR waives any dispute or claim not made in writing and received by the COUNTY within thirty (30) days of the occurrence giving rise to the dispute or claim. The claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

ARTICLE 13. REMEDIES

The remedies specified herein shall be cumulative and in addition to any other remedies available of law or in equity. Waiver of a breach of any provision of this Agreement shall not constitute a waiver of any other or future breach of the same provision or any other provision of the Agreement.

ARTICLE 19. RECORDS RETENTION AND AUDIT

The CONTRACTOR agrees to retain all books, records and/or other documents relevant to this Agreement for six (6) years after the expiration or termination of this agreement or six (6) years after final payment, whichever is later, unless otherwise agreed to by the parties in writing. New York State auditors and/or any other persons duly authorized by the COUNTY shall have full access to and the right to examine any of the above-mentioned documents during the above-stated time period.

ARTICLE 20. APPLICABLE LAW

This Agreement is governed by the laws of the State of New York.

The purpose of this clause is to set forth the requirements for privacy and security of protected health information (“PHI”) mandated by 45 CFR Part 164 as they apply to the services provided by CONTRACTOR on behalf of COUNTY. Terms and conditions required relative to this agreement are incorporated and attached to this agreement as “Exhibit _____”.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate (2 copies) each of which shall be deemed an original on the date written.

COUNTY OF CORTLAND

DATE: _____

BY: _____

Donnell Boyden, Chair
Cortland County Legislature

Acknowledgement

STATE OF NEW YORK)

COUNTY OF CORTLAND) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared **Donnell Boyden**, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public**CONTRACTOR**

(name of company)

DATE: _____

BY: _____

(NAME OF SIGNATORY)_____
(CORP. OFFICER/POSITION)

Acknowledgement

STATE OF NEW YORK)
COUNTY OF) ss.:

On this _____ day of _____, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT
FOR FUTURE REFERENCE.

TABLE OF CONTENTS

	Page
1. Executory Clause	24
2. Non-Assignment Clause	24
3. Comptroller's Approval	24
4. Workers' Compensation Benefits	24-25
5. Non-Discrimination Requirements	25
6. Wage and Hours Provisions	25
7. Non-Collusive Bidding Certification	25
8. International Boycott Prohibition	26
9. Set-Off Rights	26
10. Records	26
11. Identifying Information and Privacy Notification	4
12. Equal Employment Opportunities For Minorities and Women	4-5
13. Conflicting Terms	5
14. Governing Law	5
15. Late Payment	5
16. No Arbitration	5
17. Service of Process	5
18. Prohibition on Purchase of Tropical Hardwoods	5-6
19. MacBride Fair Employment Principles	6
20. Omnibus Procurement Act of 1992	6
21. Reciprocity and Sanctions Provisions	6
22. Compliance with New York State Information Security Breach and Notification Act	6
23. Compliance with Consultant Disclosure Law	6
24. Procurement Lobbying	7
25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain State Contractors, Affiliates and Subcontractors	7
26. Iran Divestment Act	7

STANDARD CLAUSES FOR NYS CONTRACTS

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licensor, licensee, lessor, lessee or any other party):

1. EXECUTORY CLAUSE. In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law Section 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex (including gender identity or expression), national origin, sexual orientation, military status, age, disability,

predisposing genetic characteristics, marital status or domestic violence victim status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by **Article 8** of the Labor Law or a building service contract covered by **Article 9** thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, **if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment** by the County of New York State of any State approved sums due and owing for work done upon the project.

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

8. 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).

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, 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 and will 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, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, 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; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State 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.

Contractor will include the provisions of "a", "b", and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication

or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

14. GOVERNING LAW. This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

15. LATE PAYMENT. Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

16. NO ARBITRATION. Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

17. SERVICE OF PROCESS. In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

18. 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 Section 165 of the State Finance Law, (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 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. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. 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.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development
Division for Small Business
Albany, New York 12245
Telephone: 518-292-5100
Fax: 518-292-5884
email: opa@esd.ny.gov

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

NYS Department of Economic Development
Division of Minority and Women's Business Development
633 Third Avenue
New York, NY 10017
212-803-2414
email: mwbecertification@esd.ny.gov
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively) require that they be denied contracts which they would otherwise obtain. NOTE: As of May 15, 2002, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii. Contact NYS Department of Economic Development for a current list of jurisdictions subject to this provision.

22. COMPLIANCE WITH NEW YORK STATE INFORMATION SECURITY BREACH AND NOTIFICATION ACT. Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law Section 899-aa; State Technology Law Section 208).

23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW. If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4-g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.

24. 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.

25. 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.

26. **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 the Contract, should the state agency receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, the state agency 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 agency 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 agency 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.

CONTRACT DRAWINGS

CORTLAND COUNTY CORLAND COUNTY OFFICE BUILDING CUPOLA REPAIRS

CONTRACT NO. 1 - GENERAL CONSTRUCTION



OFFICE BUILDING CUPOLA

LOCATION PLAN

Drawing List	
Sheet Number	Sheet Name
S-1	STRUCTURAL NOTES
S-2	CUPOLA REPAIR ELEVATION
S-3	STRUCTURAL SECTIONS AND DETAILS

**60 CENTRAL AVENUE
CORTLAND, NY 13045**

MARCH, 2016



STRUCTURAL NOTES:

GENERAL:

1. THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS TO ESTABLISH DIMENSIONS. ALL DIMENSIONS SHALL BE CHECKED ON-SITE PRIOR TO ASSEMBLY OR CONSTRUCTION OF ANY WORK.
2. THE CONTRACTOR IS RESPONSIBLE FOR ALL MEANS AND METHODS OF CONSTRUCTION INCLUDING TEMPORARY SHORING OF EXISTING AND NEW CONSTRUCTION TO PROVIDE A COMPLETED PROJECT IN ACCORDANCE WITH ALL APPLICABLE OSHA, FEDERAL, STATE AND LOCAL RULES AND REGULATIONS.
3. ALL WORK SHALL BE IN STRICT ACCORDANCE WITH MANUFACTURER/FABRICATOR/DESIGNER'S WRITTEN INSTRUCTIONS FOR PREPARATION AND INSTALLATION OF MATERIALS, AND APPROVED SHOP DRAWINGS.
4. DO NOT CHANGE SIZE NOR SPACING OF STRUCTURAL ELEMENTS.
5. DETAILS SHOWN ARE TYPICAL: SIMILAR DETAILS APPLY TO SIMILAR CONDITIONS UNLESS OTHERWISE INDICATED.
6. THESE DRAWINGS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY. THE CONTRACTOR AND/OR SUBCONTRACTORS ARE SOLELY RESPONSIBLE FOR EXECUTING THE WORK AND MAINTAINING THE WORK SITE IN ACCORDANCE WITH APPLICABLE SAFETY CODES AND STANDARDS.
7. CONTRACTOR SHALL PROVIDE PROTECTIVE BARRICADES, SIGNS, AND LIGHTING TO PREVENT ANY UNAUTHORIZED PASSAGE INTO WORK AREA.
8. CONTRACTOR SHALL PROTECT ALL EXISTING AND NEW BUILDING ELEMENTS FROM DAMAGE. CONTRACTOR SHALL RESTORE ALL DAMAGED ELEMENTS TO ORIGINAL OR BETTER CONDITION.
9. THE CONTRACTOR SHALL PROTECT & MAKE WEATHER TIGHT ANY BUILDING ENVELOPE OPENINGS, OR PENETRATIONS, CREATED AS A RESULT OF PERFORMING THE OFFICE BUILDING CUPOLA RESTORATION.
10. BRACE BUILDING STRUCTURE UNTIL ALL STRUCTURAL ELEMENTS NEEDED FOR STABILITY ARE INSTALLED.
11. CONTRACTOR SHALL NOTIFY THE ENGINEER IN WRITING OF ALL PROPOSED DEVIATIONS OR SUBSTITUTIONS FROM DIMENSIONS, MATERIALS, OR EQUIPMENT SHOWN ON THE DRAWINGS AND MAKE ONLY THOSE DEVIATIONS TO THE ENGINEER. NO CHANGES SHALL BE MADE WITHOUT THE APPROVAL OF THE ENGINEER.
12. ALL FINISHES AND FURNISHINGS MUST BE CORROSION RESISTANT TCMINIMUM OF G185 ZINC COATING AND/OR THE USE OF STAINLESS STEEL MATERIALS.
13. MAN LIFT TO REMOVE CUPOLA DURING REPAIRS SHALL BE PROVIDED BY THE OWNER.

PAINTING:

1. EXTERIOR WOOD TRIM:
 LOW SHEEN FINISH
 1ST COAT: S-W EXTERIOR LATEX WOOD PRIMER, B42W8041
 4.0 MILS WET, 1.4 MILS DRY
 2ND COAT: S-W A-100 EXTERIOR LATEX LOW SHEEN, A12 SERIES
 4.0 MILS WET, 1.5 MILS DRY
 3RD COAT: S-W A-100 EXTERIOR LATEX LOW SHEEN, A12 SERIES
 4.0 MILS WET, 1.5 MILS DRY
 PRIME ALL 6 SIDES OF NEW LUMBER PRIOR TO INSTALLATION & ALL EXPOSED FACES OF EXISTING WOOD INCLUDING SURFACES EXPOSED PRIOR TO NEW WOOD INSTALLATION. JOINTS WITH WOOD TRIM SHALL BE SEALED USING AN EXTERIOR PAINTABLE ACRYLIC CAULK. PRIME, INSTALL, AND FINISH IN PLACE.
1. REMOVE ALL HARDWARE AND HARDWARE ACCESSORIES ALREADY INSTALLED THAT ARE NOT TO BE PAINTED. IF REMOVAL IS IMPRACTICAL OR IMPOSSIBLE BECAUSE OF SIZE AND WEIGHT OF ITEM, PROVIDE SURFACE-APPLIED PROTECTION BEFORE SURFACE PREPARATION AND PAINTING.
2. BEFORE APPLYING PAINT OR OTHER SURFACE TREATMENTS, CLEAN SURFACES OF DIRT, OIL, AND OTHER FOREIGN SUBSTANCES WITH SCRAPERS, MINERAL SPIRITS, AND SANDPAPER, AS REQUIRED. SAND SURFACES EXPOSED TO VIEW AND SMOOTH DUST OFF.
3. SCRAPE AND CLEAN SMALL, DRY, SEASONED KNOTS, AND APPLY A THIN COAT OF WHITE SHELLAC OR OTHER RECOMMENDED KNOT SEALER BEFORE APPLYING PRIMER. AFTER PRIMING, FILL HOLES, OPEN JOINTS AND IMPERFECTIONS IN FINISH SURFACE WITH PUTTY OR PLASTIC WOOD FILLER. SAND SMOOTH WHEN DRY.
4. WHERE CHECKING OF WOOD IS PRESENT, SAND THE SURFACE, WIPE, AND APPLY A COAT OF PIGMENTED ORANGE SHELLAC. SAND SMOOTH WHEN DRY.
5. PRIME AND SEAL WOOD TO BE PAINTED IMMEDIATELY ON DELIVERY. PRIME EDGES, ENDS, FACES, UNDERSIDES, AND BACKSIDES OF WOOD. PROVIDE FINISH COATS THAT ARE COMPATIBLE WITH PRIMERS USED.
6. MIX AND PREPARE PAINT MATERIALS ACCORDING TO MANUFACTURER'S WRITTEN INSTRUCTIONS. MAINTAIN CONTAINERS USED IN MIXING AND APPLYING PAINT IN A CLEAN CONDITION, FREE OF FOREIGN MATERIALS AND RESIDUE. STIR MATERIAL BEFORE APPLICATION TO PRODUCE A MIXTURE OF UNIFORM DENSITY. STIR AS REQUIRED DURING APPLICATION.
7. PAINT SHALL BE SEMI-GLOSS FINISH, ACRYLIC-LATEX ENAMEL: 2 FINISH COATS OVER A PRIMER, SANDED AND PREPPED SURFACES. COLOR TO MATCH EXIST.

TIMBER:

1. MATERIALS:
 DIMENSION LUMBER:
 SPECIES: DOUGLAS FIR-LARCH OR SOUTHERN YELLOW PINE
 GRADE: NO. 2 OR BETTER
 MINIMUM ALLOWABLE BENDING STRESS, Fb = 900 PSI
 MINIMUM ALLOWABLE SHEAR STRESS, Fv = 175 PSI
 MINIMUM ALLOWABLE COMPRESSIVE STRESS, Fc = 1,350 PSI
 MINIMUM MODULUS OF ELASTICITY, E = 1,600,000 PSI

 SOLID SAWN TIMBER:
 SPECIES: DOUGLAS FIR-LARCH OR SOUTHERN YELLOW PINE
 GRADE: NO. 2 OR BETTER
 MINIMUM ALLOWABLE BENDING STRESS, Fb = 750 PSI
 MINIMUM ALLOWABLE SHEAR STRESS, Fv = 165 PSI
 MINIMUM ALLOWABLE COMPRESSIVE STRESS, Fc = 575 PSI
 MINIMUM MODULUS OF ELASTICITY, E = 1,200,000 PSI

 LAMINATED VENEER LUMBER (LVL):
 APA-EWS LVL STRESS CLASS:2.0E-2900F
 STANDARD: APA-EWS PRL-501 ABD ASTM 5456
 MINIMUM ALLOWABLE BENDING STRESS, Fb = 2,900 PSI
 MINIMUM ALLOWABLE SHEAR STRESS, Fv = 285 PSI
 (SHEAR STRESS WITH LOAD APPLIED EDGEWISE)
 MINIMUM ALLOWABLE COMPRESSIVE STRESS, Fc = 2,750 PSI
 (COMPRESSIVE STRESS WITH LOAD APPLIED PARALLEL TO GRAIN)
 MINIMUM MODULUS OF ELASTICITY, E = 2,000,000 PSI
2. FOLLOW MANUFACTURES RECOMMENDATIONS FOR DRILLING AND NOTCHING OF LVL MEMBERS.
3. ALL EXPOSED WOOD FRAMING, PLYWOOD, BLOCKING, ETC. SHALL BE PRESSITREATED LUMBER.
4. ALL WOOD TIRM REPLACEMENT MATERIALS SHALL BE CEDAR.
5. ALL EXPOSED (OR IN CONTACT WITH PRESSURE PRESERVATIVE TREAD WOOD) STEEL BOLTS, PLATES, ANCHORS, NAILS, ETC. SHALL BE STAINLESS STEEL.
6. UNLESS SPECIFIED OTHERWISE COMMON NAILS SHALL COMPLY WITH THE PHYSICAL DIMENSIONS AND TOLERANCES PROVIDED IN THE NATIONAL DESIGN SPECIFICATION (NDS) 2005 EDITION AND ASTM F1667 - STANDARD FOR DRIVEN FASTENERS: NAILS, SPIKES, AND STAPLES & THE FOLLOWING TABLE:

COMMON NAIL BENDING YIELD STRENGTHS, Fyb	
FASTENER TYPE	Fyb (PSI)
0.099" ≤ D ≤ 0.142"	100,000
0.142" ≤ D ≤ 0.177"	90,000
0.177" ≤ D ≤ 0.236"	80,000
0.236" ≤ D ≤ 0.273"	70,000
0.273" ≤ D ≤ 0.344"	60,000
0.344" ≤ D ≤ 0.375"	45,000

7. COMMON NAIL SPACING SHALL COMPLY WITH THE FOLLOWING TABLE UNLESS NOTED OTHERWISE:

	COMMON NAIL MINIMUM SPACING TABLE	
	SIDE MEMBER	
	WOOD	STEEL
EDGE DISTANCE	2.5d	2.5d
END DISTANCE		
- TENSION LOAD PARALLEL TO GRAIN	15d	10d
- COMP. LOAD PARALLEL TO GRAIN	10d	5d
SPACING (PITCH) BTW. FASTENERS IN ROW		
- PARALLEL TO GRAIN	15d	10d
- PERPENDICULAR TO GRAIN	10d	5d
SPACING (GAUGE) BTW. ROWS OF FASTENERS		
- IN LINE	5d	3d
- STAGGERED	2.5d	2.5d

(d = NAIL DIAMETER)

8. BUILT-UP 2x COLUMNS(POSTS) SHALL BE FASTENED TOGETHER USING COMMON NAILS & COMPLY WITH THE FOLLOWING FASTENING REQUIREMENTS:

PLYWOOD:

1. PLYWOOD SHALL BE C-D GRADE, EXPOSURE 1 DURABILITY CLASSIFICATION, SPAN RATING OF 48/24 OR GREATER.
2. MINIMUM THICKNESS SHALL BE 5/8 INCH. FULL 4x8 SHEATHING PANELS SHALL BE USED WHERE PRACTICAL.
3. APPLY BEST SIDE UP WITH THE GRAIN OF OUTER PILES OR THE LONG DIMENSION AT RIGHT ANGLES TO SUPPORTS. STAGGER END JOINTS AND LOCATE OVER CENTER LINE OF SUPPORTS.
4. ALLOW 1/8 INCH SPACING AT PANEL ENDS AND 1/4 INCH AT PANEL EDGES. PANELS SHALL BE CONTINUOUS OVER TWO OR MORE SPANS.
5. NAIL PANELS 6 INCHES O.C. AT SUPPORT EDGES AND 10 INCHES O.C. OVER INTERMEDIATE BEARING. NAILS SHALL BE 8-PENNY COMMON OR 6-PENNY THREADED.
6. DIST. FROM PANEL EDGE TO CENTERLINE OF FASTENERS SHALL BE 3/8" (MIN.).

FLASHING AND SHEET METAL:

1. FURNISH SHEET METAL ITEMS IN 8 TO 10-FOOT LENGTHS. SINGLE PIECES LESS THAN 8 FEET LONG MAY BE USED TO CONNECT TO FACTORY-FABRICATED INSIDE AND OUTSIDE CORNERS, AND AT ENDS OF RUNS. ALL JOINTS BETWEEN DISCONTINUOUS ENDS OF FLASHING SHALL BE LAPPED 6" (MIN.) & MADE WEATHERTIGHT WITH APPROVED SEALANT. JOINTS SHALL ALLOW FOR EXPANSION & CONTRACTION OF FLASHING.
2. PROVIDE ACCESSORIES AND OTHER ITEMS ESSENTIAL TO COMPLETE THE SHEET METAL INSTALLATION. THESE ACCESSORIES SHALL BE MADE OF THE SAME MATERIALS AS THE ITEMS TO WHICH THEY ARE APPLIED.
3. SHEET METAL ITEMS SHALL HAVE MILL FINISH UNLESS SPECIFIED OTHERWISE.
4. WHEN FABRICATED OF ALUMINIUM FLASHING SHALL BE FABRICATED OF ALCLAD 3003, ALCLAD 3004, ALCLAD 3005.
5. EXPOSED EXTERIOR SHEET METAL ITEMS OF ALUMINUM SHALL HAVE A BAKED-ON, FACTORY-APPLIED COLOR COATING OF POLYVINYLIDENE FLUID (PVF2) OR OTHER EQUIVALENT FLUOROCARBON COATING APPLIED AFTER METAL SUBSTRATES HAVE BEEN CLEANED AND PRETREATED. FINISH COATING DRY-FILM THICKNESS SHALL BE 0.8 TO 1.3 MILS, AND COLOR SHALL VERIFIED BY CONTRACTOR
6. WHERE EXISTING FLASHING IS OF METAL COPPER SHEET MATERIAL & IS TO BE REPLACED, REPLACE USING 20 OZ. METAL COPPER SHEET FORMED TO MATCH EXISTING.

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW

COMPLETED CONSTRUCTION

Significant Construction Changes Are Shown

By _____ Date _____
 Ck'd _____ Date _____

REVISIONS

No.	Description

CORTLAND COUNTY
 COUNTY OFFICE BUILDING CUPOLA MODIFICATIONS
STRUCTURAL NOTES
 CORTLAND COUNTY, NEW YORK
 CITY OF CORTLAND



Date
 MARCH, 2016

Scale
 AS SHOWN

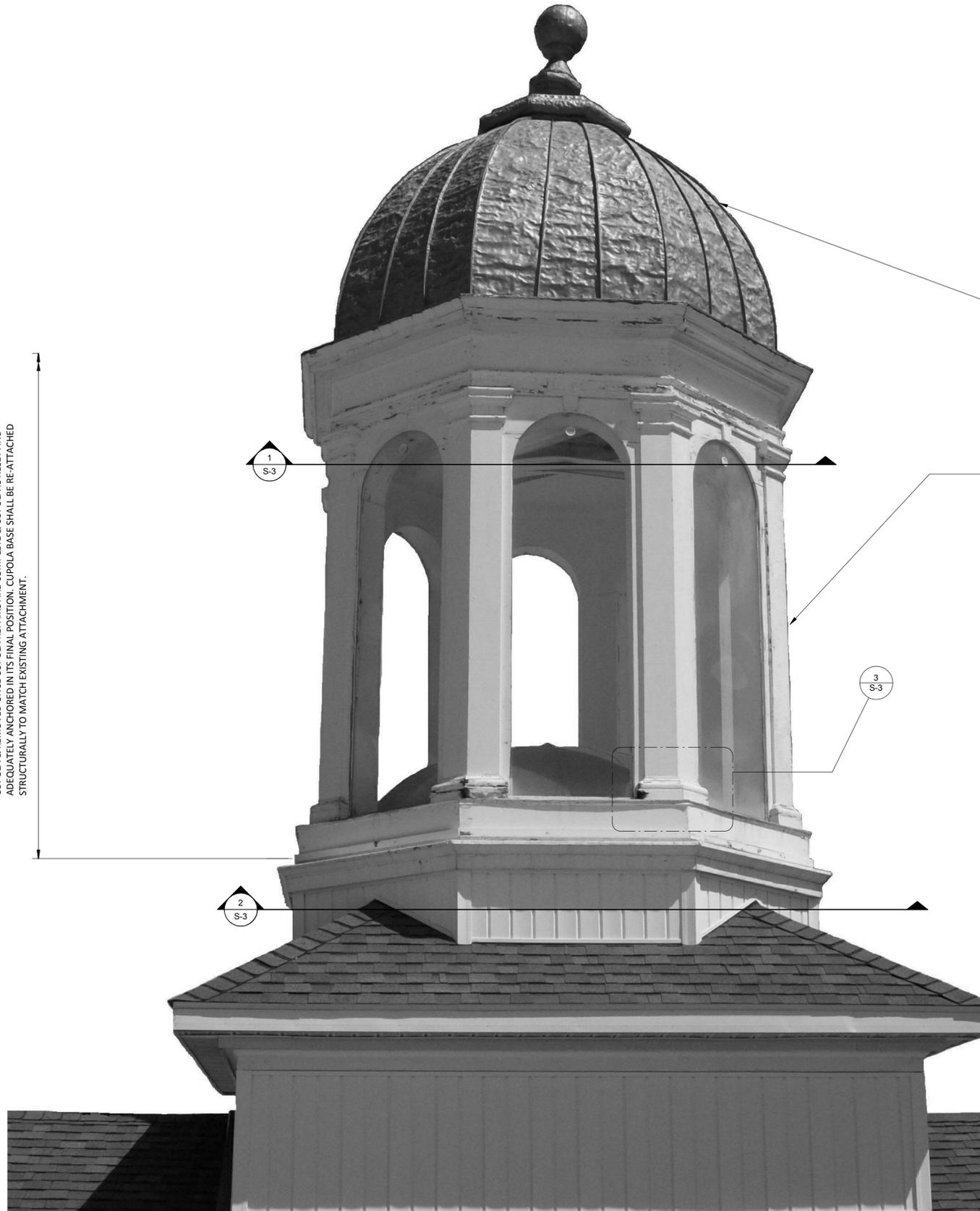
Sheet Number
S-1

Project Number
 331.135

CUPOLA MODIFICATION NOTES:

1. CONTRACTOR SHALL REMOVE CUPOLA FROM EXISTING BUILDING STRUCTURE STARTING AT COLUMN BASES PRIOR TO CUPOLA REPAIR.
2. CONTRACTOR'S BID SHALL INCLUDE A SEPERATE BID ITEM COST FOR REPLACEMENT OF CUPOLA MTL. ROOF USING 20 OZ. COPPER SHEETS WITH INTERLOCKING WATERTIGHT SEAMS (HEIGHT AND SPACING) TO MATCH EXISTING. PRIOR TO REPLACEMENT CONTRACTOR SHALL VERIFY WHETHER OR NOT THE EXISTING COPPER ROOFING IS WATERTIGHT BY PERFORMING A WATER LEAK TEST IN THE PRESENCE OF THE OWNER'S REPRESENTATIVE USING A GARDEN HOSE TO APPLY WATER TO TOP SURFACE OF ROOFING.
3. FOR EXIST. MTL. ROOF TO REMAIN, ALL WATER LEAKS MUST BE REPAIRED AND STRUCTURE MUST BE WATERTIGHT. CUPOLA ENVELOPE & INTERFACE OF CUPOLA CONSTRUCTION TO EXISTING ROOF CONSTRUCTION BELOW CUPOLA IS TO BE RESTORED WATERTIGHT.
4. ONCE ALL REPAIR WORK IS FINALIZED, CONTRACTOR TO PAINT & CAULK CUPOLA TO MATCH EXIST., SEE PAINTING NOTES ON S-1.
5. QUAINTY OF DAMAGED & ROTTEN MATERIAL SHALL BE VERIFIED BY OWNERS REPRESENTATIVE. CONTRACTOR TO CONTACT OWNERS REPRESENTATIVE PRIORTO REMOVAL OF WOOD FRAMING AND WOOD TRIM TO CONFIRM ITS CONDITION.
6. LEAD & ASBESTOS SAMPLING/TESTING & TEST RESULTS WILL BE PROVIDED BY OWNER.

TO THE EXTENT PRACTICAL & SAFE, THE CONTRACTOR SHALL TEMPORARILY REMOVE THE EXISTING CUPOLA FROM ITS BASE SUPPORT IN ONE PIECE & PLACED ON THE GROUND FOR REPAIR. CUPOLA COLUMN SHALL BE TEMPORARILY BRACED PRIOR TO MOVING CUPOLA & REMOVED ONCE CUPOLA REPAIRS ARE COMPLETE & CUPOLA IS RESET AND ADEQUATELY ANCHORED IN ITS FINAL POSITION. CUPOLA BASE SHALL BE RE-ATTACHED STRUCTURALLY TO MATCH EXISTING ATTACHMENT.



SEE NOTES 2 AND 3

CONTRACTOR TO VERIFY EXISTENCE OF WOOD ROT IN COLUMN FRAMING MEMBERS, IF WD. FRAMING MEMBERS ARE ROTTEN, REPLACE IN-KIND. REMOVE EXISTING WOOD TRIM TO VERIFY CONDITION OF CONCEALED WOOD FRAMING, CONTRACTOR SHALL TAKE ALL NECESSARY EFFORTS TO REMOVE EXISTING WOOD TRIM WITHOUT DAMAGE FOR THE PURPOSE OF REINSTALLING AFTER THE CUPOLA'S STRUCTURAL FRAMING CONDITION IS VERIFIED & ALL NECESSARY STRUCTURAL REPAIRS ARE COMPLETE. IF TRIM IS ROTTEN REPLACE TO MATCH SIZE & PROFILE OF EXISTING. IF DAMAGE OF TRIM OCCURS DURING ITS REMOVAL AND REPLACEMENT OCCURS THE CONTRACTOR SHALL REPLACE DAMAGED WOOD TRIM W/ NEW TO MATCH SIZE & PROFILE OF EXISTING. REPLACEMENT OF DAMAGED TRIM DUE ITS REMOVAL & REPLACEMENT SHALL BE AT NO ADDITIONAL COST TO OWNER.

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW

COMPLETED CONSTRUCTION

Significant Construction Changes Are Shown

By _____ Date _____

Ck'd _____ Date _____

REVISIONS

NO.	DESCRIPTION

CORTLAND COUNTY
COUNTY OFFICE BUILDING CUPOLA MODIFICATIONS

CUPOLA REPAIR ELEVATION

CORTLAND COUNTY, NEW YORK

CITY OF CORTLAND



Date MARCH, 2016

Scale AS SHOWN

Sheet Number S-2

Project Number 331.135



CONTRACTOR SHALL REMOVE ALL CEILING MATERIALS & REPLACE IN-KIND. ALL ROTTEN WOOD FRAMING ABOVE CEILING SHALL BE REMOVED & REPLACED IN-KIND, CONTRACTOR TO FIELD VERIFY EXTENT OF ROT.



CONTRACTOR SHALL REMOVE & REPLACE IN-KIND ALL ROTTEN WOOD FRAMING @ BASE OF COPOLA & BEHIND VINYL SIDED EXTERIOR WALLS.

1 CUPOLA CEILING REPAIR DETAIL
S-3 NOT TO SCALE

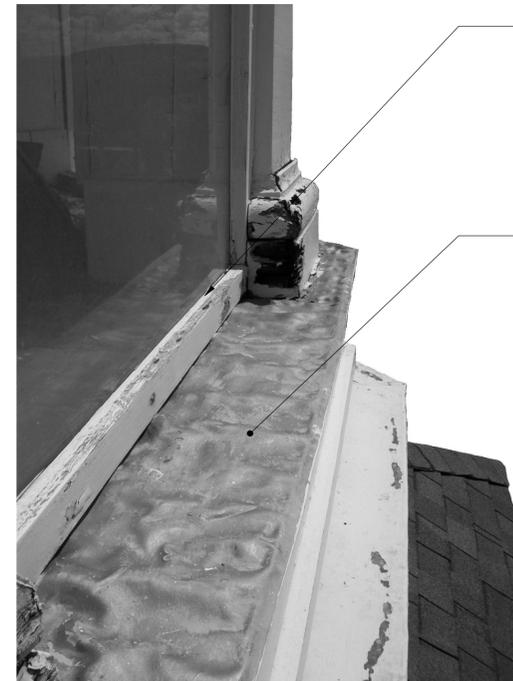
2 CUPOLA BASE SECTION
S-3 NOT TO SCALE



CONTRACTOR SHALL REMOVE AND REPLACE ALL COLUMN PEDESTAL WOOD TRIM @ (8)-LOCATIONS, TO MATCH EXISTING.



3 COLUMN BASE DETAILS
S-3 NOT TO SCALE



CONTRACTOR TO REMOVE EXISTING WOOD STOPS & PLEXI GLASS. REPLACE EXIST. WOOD GLAZING STOPS TO MATCH EXIST. STOP SIZE AND PROFILE. WOOD STOP SHALL BE CEDAR WOOD MATERIAL, CONTRACTOR TO SEAL PERIMETER OF GLASS ONCE TRIM IS INSTALLED WITH AN APPROVED PAINTABLE ACRYLIC CAULK.

CONTRACTOR SHALL REMOVE AND REPLACE EXISTING COPPER SILL FLASHING USING 20 OZ. COPPER SHEETS.

MTL. FLASHING DETAIL
NOT TO SCALE

NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 2209 SUBDIVISION 2 OF THE NEW YORK STATE EDUCATION LAW

COMPLETED CONSTRUCTION

Significant Construction Changes Are Shown

By _____ Date _____
Ck'd _____ Date _____

REVISIONS

NO.	DESCRIPTION

CORTLAND COUNTY
COUNTY OFFICE BUILDING CUPOLA MODIFICATIONS
STRUCTURAL SECTIONS AND DETAILS
CORTLAND COUNTY, NEW YORK

CITY OF CORTLAND



Date
MARCH, 2016

Scale
AS SHOWN

Sheet Number
S-3

Project Number
331.135