

MINIMUM SPECIFICATIONS AND BID FORMS
FOR

**Allegany Salt/Sand Storage Building
Contract B
Superstructure and Roof System**

FOR
CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS
HIGHWAY DIVISION

OFFICE OF THE CLERK
CATTARAUGUS COUNTY LEGISLATURE
303 Court Street
Little Valley, NY 14755

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CATTARAUGUS COUNTY

DEPARTMENT OF PUBLIC WORKS

Development – Progress – Workmanship

Joseph T. Pillittere
Commissioner

Kathy M. Ellis
Deputy Commissioner

Mark C. Burr, P.E.
Director of Engineering



Jack Ellis Drive
8810 Route 242
Little Valley, New York 14755
Phone (716) 938-9121
FAX (716) 938-2753

ADVERTISEMENT FOR BIDS

Sealed bids for the **Allegany Salt/Sand Storage Building - Contract B - Super Structure and Roof System - REBID**, for the Cattaraugus County Department of Public Works, according to specifications, will be received by the undersigned, at the Department of Public Works Facility, 8810 Route 242, Little Valley, New York, until **Thursday, May 25, 2017 at 1:45 P.M.** after which they will be publicly opened at **2:00 P.M. (at the same location)**, by the undersigned, under the direction of the Public Works Committee of the Cattaraugus County Legislature. Each bid, at the time it is received, will be stamped showing date and time of receipt.

ALL BIDS MUST BE SEALED AND CLEARLY MARKED: Any bid not clearly marked will not be considered.

BID #52 – Allegany Salt/Sand Storage Building – Contract B - Super Structure and Roof System - REBID

Copies of the proposed Contract Documents, Plans, Specifications and Instructions to Bidders will be available **May 12, 2017**, and may be secured online at www.cattco.org/bid-request or at Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, New York 14755. Phone Dawn Smith at 938-9121, ext. 2465. There will be a **\$50.00** charge for each set of specifications, plus **\$8.00** postage if mailed. Checks are to be made payable to the Cattaraugus County Treasurer. The specifications for this project will be available for examination at the offices of; Southern Tier Builders Association, 65 West Main St., Falconer, NY 14733, & on their web site, (STBA website at: www.stba.com) Login Page: <http://login.onlineplanservice.com/SP/code.aspx> Password: **NYBX17-01768-RA52**

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors to be used on the project complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

Currently the Commissioner of Public Works has approved the CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C to serve as the

Cattaraugus County Vendor Responsibility Form.

The full deposit, according to General Municipal Law, Less any postage costs, will be refunded for complete sets with no missing pages, returned in good condition (NOT MARKED IN OR WRITTEN IN) within 30 days of the award of contract. No refunds will be made for sets returned later than 30 days of the award of contract.

All bids must be sent or delivered to Cattaraugus County Department of Public Works, 8810 Route 242, Little Valley, NY 14755. Attention: Dawn Smith.

All bids must be accompanied by a NON-COLLUSIVE BIDDING CERTIFICATE and Bid Bond in the amount of 5% of bid total. All substitutions are to be submitted at time of bid as per the contract documents. No substitutions will be considered after the bid date. Any bid submitted without such certification and bid bond will not be accepted. Any bid not meeting ALL specifications will not be considered. Cattaraugus County reserves the right to reject any or all bids, to waive any informalities, and to accept the lowest responsible bid.

John Searles
County Administrator
County Center - 303 Court Street
Little Valley, New York 14755

INSTRUCTIONS TO BIDDERS

1. BID DEPOSIT:

For a bid amount of \$10,000 or LESS a certified check for Five Hundred dollars (\$500) must be submitted with the bid. For a bid amount GREATER than \$10,000 a BOND or certified check for five percent (5%) of bid amount must be submitted with the bid. The undersigned agrees that the bid security may be retained by the County until contracts have been signed and Performance Bonds have been delivered to the County. Should the successful bidder to whom the bid is awarded fail to execute the agreement submitted by the county in accordance with the formal bid and other contract documents and to furnish the required performance bond within fourteen (14) calendar days after the notice of award, the certified check or the bid bond amount shall be forfeited to the County as liquidated damages caused by such failure.

2. PERFORMANCE BOND.

The successful bidder or bidders shall, within two weeks after notice of the award, enter into a contract with Cattaraugus County and furnish a performance bond running to the County of Cattaraugus in the amount of twenty-five percent (25%) of bid amount, which will be retained until completion of the contract. The Performance Bond must be in a format acceptable to the Cattaraugus County Attorney.

3. BID FORM.

Bid shall be submitted on these Cattaraugus County bid forms or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted.

4. CHANGES.

Any change in wording or interlineation by a bidder of the inquiry as published by Cattaraugus County shall be reason to reject the proposal of such bidder, or in the event that such change in the Invitation to Bid is not discovered prior to entering into a contract, to void any contract entered into pursuant to such bid.

5. INFORMALITIES.

The County may consider informal any bid not prepared and submitted in accordance with the provisions hereof & may waive any informalities or reject any and all bids. The contract award will be made to the responsible bidder submitting the lowest acceptable bid. Conditional bids will not be accepted.

6. BID TIME.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids, or authorized postponement thereof. Any bid received after the time specified shall not be considered.

7. INVESTIGATIONS.

The County may make such investigations as it deems necessary to determine the ability of the bidder to perform the work, and the bidder shall furnish to the County all such information and data for this purpose as the County may request. The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.

8. BID ENVELOPE.

Each bid must be submitted in a sealed envelope clearly marked as to contents therein, bearing on the outside the name and address of the bidder. If sent by mail, the sealed envelope containing the bid must be enclosed in another envelope labeled as specified.

9. NON-COLLUSIVE CERTIFICATION.

Non-collusive bidding certification shall be made by each bidder in the form provided and shall be submitted as a part of the bid. Bids submitted without non-collusive bidding certification will be considered irregular and may be rejected by the County.

10. CONTRACT AWARD.

Contract(s) or purchase order(s) will be awarded after due consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed upon delivery date.

11. EXECUTORY CLAUSE.

This EXECUTORY CLAUSE shall be a part of any agreement entered into pursuant to this bid: It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Cattaraugus and appropriated therefor, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

12. FAILURE TO EXECUTE.

Failure of the Contractor to execute the Agreement and file acceptable performance and payment bonds within ten (10) calendar days from the date of the *Notice of Award* or after he has received the Contract form shall be just case for annulment of the award, and for the forfeiture of the bid guarantee. The bid guarantee shall become the property of the County, not as a penalty, but in liquidation of damages sustained. Award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under a new Contractor or otherwise as the County may decide.

13. PRICES.

Prices shall be quoted F.O.B. destination, delivered inside and installed, or as otherwise specified in the specifications. "Tailgate Delivery" will not be accepted unless specified by the County.

14. DELIVERY SCHEDULE.

Delivery must be made within six months of date of award of bid by Cattaraugus County Legislature. Delivery time is of the essence of the contract to be awarded pursuant to this bid. Failure to meet delivery schedule as per accepted bid may result in legal action by Cattaraugus County to recover damages.

15. TRANSPORTATION CHARGES.

Collect transportation charges will not be paid by the County. All freight, cartage, rigging, postage or other transportation charges shall be prepaid.

16. TAXES.

No taxes are to be billed to the County. Bid shall not include any Federal, State, or local excise, sales, transportation, or other tax unless Federal or State law specifically levies such tax on purchases made by a political subdivision. Any applicable taxes from which the County is not exempt shall be listed separately as cost elements, and added into the total net bid.

17. COMPLIANCE WITH LAWS.

The successful bidder shall comply with all laws, rules, regulations and ordinances of the Federal Government, the State of New York and any other political subdivision or regulatory body which may apply to its performance under this contract.

HAZARD COMMUNICATION In complying with the above laws, rules and regulations, and pursuant to 12 NYCRR part 820 and Section 876 of the Labor Law, it is the responsibility of the County to provide the successful bidder with the following information:

- (a) The safety data sheets (SDS) for any hazardous chemicals to which employees may be exposed

will be made available.

- (b) The telephone numbers of plant personnel who are to be contacted in the event of a chemical spill or accident and
- (c) emergency procedures in the event of a fire or spill.

SAFETY DATA SHEETS. The successful bidder shall be responsible for the provision of the SDSs to the County prior to introducing hazardous materials onto the site, insuring compliance before work is started and disseminating any information to the County employees concerning significant chemical hazards that the successful bidder is bringing to the county's workplace. The SDSs will be obtained from the successful bidder for all hazardous materials prior to bringing the materials on the site. These SDSs will be maintained by the County as long as those materials are present. It is the responsibility of the successful bidder to train its own employees.

18. CONTRACT ASSIGNMENTS.

The bidder shall not assign, transfer, sublet, or otherwise dispose of this contract, or of its right, title or interest in the contract, or its power to execute the same, to any other person or corporation without the previous consent, in writing, of the Chairman of the Cattaraugus County Legislature.

19. CASH DISCOUNT.

ANY CASH DISCOUNT which is a part of a bid will be considered as a reduction in the bid prices in determining the award of the bid. Date of invoice must not precede date of delivery. The County policy is to pay all claims in a timely manner within the specified time. However, if for some reason payment is delayed, the County will take the discount when payment is made. If this is unsatisfactory, please quote net. The County will not pay any interest charges.

20. ALTERNATE ITEMS.

If material or services other than those specified in this bid document are offered, the bidder must so state and furnish at the time of bid opening, if so requested, and as part of his bid the following information in duplicate:

- (a) Complete description of the item offered, and detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Department Head, sufficient detail is not presented as a part of the sealed bid to permit definite evaluation of any substitute item, the bid will not be considered.
- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Cattaraugus County of the item offered.
- (d) List of other installations.

this contract within 5 days if so requested by the County.

21. ADDITIONAL INFORMATION.

Any additional information which bidder desires to add to the bid shall be written on a separate sheet of paper, attached to and submitted with the formal sealed bid, to be read at the formal opening.

22. WORKMANSHIP.

Workmanship must meet with the approval of the department head or heads involved, and shall be first class in every respect without exception and shall be equal to the best modern practices. Materials furnished are to be new and unused. All materials furnished or work performed are to be guaranteed free from defects. Anything found defective or not meeting specifications, no matter in what state of completion may be rejected and shall be made good by the contractor at his own expense.

23. HOLD HARMLESS.

The successful bidder to whom the bid is awarded shall indemnify and hold harmless Cattaraugus County and its agents and employees from and against all claims, damages, losses or causes of action arising out of or resulting from such vendor's performance pursuant to this bid.

24. BID VALIDITY.

This bid is firm and irrevocable for a period of 45 days from the date and time of the bid opening. If a contract is not awarded within the 45 day period, a bidder to whom the bid has not been awarded, may withdraw his bid by serving written notice of his intention to do so upon the Clerk of the County Legislature. Upon withdrawal of the bid pursuant to this paragraph, the County will forthwith return the bidder's security deposit.

25. CONTRACT INTEREST.

No official, or employee of the County, who is authorized in such capacity, and on behalf of the County, to negotiate, make, accept or approve or to take part in negotiating, making, accepting, or approving this contract shall become directly or indirectly interested personally in this contract or in any part hereof. No officer or employee of, or for the County, who is authorized in such capacity, and on behalf of the County, to exercise any supervisory, administrative, or other function, in connection with this contract, shall become directly or indirectly interested personally in this contract or in any part hereof.

26. OTHER CUSTOMERS.

Prices charged to Cattaraugus County are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and supply a copy of

27. PRICE IS FIRM.

The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid. No cost increase shall be charged for any reason whatsoever.

28. BIDDER AFFIRMATION.

In executing this bid, the bidder affirms that all of the requirements of the specifications are understood and accepted by the bidder, and that the prices quoted include all required materials and services. The undersigned has checked all of the bid figures, and understands that the County will not be responsible for any errors or omissions on the part of the undersigned in preparing this bid. Mistakes or errors in the estimates, calculations, or preparation of the bid shall not be grounds for the withdrawal or correction of the bid or bid security. In case of error in extension of prices in the bid, the unit price will govern.

29. CALCULATION OF PURCHASE PRICE

When calculating the purchase price, list on the individual bid forms the TOTAL cost of each unit.

30. INSURANCE

The (Contractor, Vendor, Etc.) shall secure and maintain, at its own cost and expense, insurance coverage specified in Appendix (A) attached hereto, complying with Classification "(selected on form)", with insurance companies licensed in the State of New York. Cattaraugus County must be named as an additional insured for purposes of coverage, but not for payment of premium. The (Contractor, Vendor, Etc.) shall file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the (Contractor, Vendor, Etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall provide that Cattaraugus County be given thirty (30) days' notice prior to non-renewal or cancellation of these policies. **Certificate of Insurance shall be furnished by the bidder within five (5) days of the "Intent to Award" and prior to signing of contract.** Failure to supply a satisfactory certificate within five (5) days after the "Intent to Award" may result in the cancellation of award and for the forfeiture of the Contractor's bid security, in the sole discretion of the County.

31. LOCAL LAW 12-2012 AS AMENDED BY
05-2015

Cattaraugus County Local Law 12-2012 as amended by Local Law 5-2015 requires that the County provide a copy of the Cattaraugus County Vendor Responsibility Form to the low bidder. The low bidder will have 5 business days to return the completed form unless the form was mailed by the county to the vendor, in which case they will have 10 business days from the date of the mailing to return the form. Failure by the low bidder to submit the form within the above time frame will lead to the automatic rejection of their bid. The contractor must also ensure that all subcontractors to be used on the project complete this form and submit it to the County for approval within 5 days of the preconstruction meeting. Failure to do so may lead to the rejection of the subcontractor at the County's discretion.

Currently the Commissioner of Public Works has approved the CCA-2 (New York State Vendor Responsibility Questionnaire For-Profit Construction) with attachments A, B, and C to serve as the Cattaraugus County Vendor Responsibility Form.

32. STATE CONTRACTS:

The County reserves the right to purchase the commodity being bid, from State Contract when it is most beneficial to the County to do so.

33. LITIGATION:

In the event any litigation shall arise from this contract, the laws of the State of New York shall control any litigation, regardless of which party shall institute such action.

34. ALTERNATE SOURCE:

Where a New York State bid or a bid from another municipality results in an award for an item herein at a total price which is more favorable than that of the bidder to whom an award is made herein, and such price is available to County, County reserves the right to purchase from the State bid or from such other, alternate bid, notwithstanding its award to the lowest responsible bidder herein, after offering the County bid awardee an opportunity to meet or better the item price.

SALT & SAND STORAGE BUILDING SPECIFICATIONS

Building Design Criteria:

The Building Code of New York State
Occupancy Classification: S-2
Type of Construction: Type V-B
Ground Snow Load: 55 psf
Importance Factor for Snow (Is): 0.8
Basic Wind Speed: 90 mph
Importance Factor for Wind (Iw): 0.87
Exposure : Type C
Seismic Design Category: B

GENERAL:

This work shall consist of the construction of an 80'-0" wide x 100'-0" long salt & sand storage facility at the Cattaraugus County DPW Allegany Maintenance Barn located on Seventh Street in the Town of Allegany, New York 14706. The building shall have a hot mix asphalt concrete floor and be enclosed on three sides with one side remaining open for access.

The building shall consist of cast-in-place concrete footing and foundation walls with a steel framed membrane fabric covered roofing system.

The plan width dimension of the building can be adjusted up to 5-feet to accommodate the roofing's structural system. The building length as measured from the interior face on the rear wall to the outside front of the building cannot exceed 100'-0". The total square footage shall remain within $\pm 5\%$ of the specified structure. The overall plan length of the foundation walls shall also remain within $\pm 5\%$ of the specified structure. Any changes to the footprint or configuration of the plans shall require approval by the County.

There will be two contracts awarded. Contract "A" shall include excavation, backfill, and concrete footing and foundation walls. Contract "B" shall include roofing system over the salt/sand storage area.

Contractor "B" shall be required to submit a request to change the dimensions of the foundation system within 7-days of the Notice of Award.

PROJECT ELEMENTS

<u>TASK</u>	<u>RESPONSIBLE PARTY</u>
Site Rough-in	County
Excavation Foundations	Contractor A
Backfill/Embankment Foundations	Contractor A
Final Grading Inside of Structure	Contractor A
Final Grading Within 20-feet of Structure perimeter	Contractor A
Final Grading Beyond 20-feet of Structure	County
Asphalt paving in and around the structure	County
Cast-in-place Foundation	Contractor A
Steel Reinforcement	Contractor A
Coating Type Concrete Sealer	Contractor A
Building Permit	County

Hot Dipped Galvanvized Anchor Bolts (anchor bolts to be supplied to Contractor A for casting in concrete foundation)	Contractor A & B
Truss System	Contractor B
Roofing System	Contractor B
Enclosed End with ventilation	Contractor B
Anchorage System	Contractor B
Electrical Service	County
Lighting and Outlets	County
Certificate of Occupancy	County

CONSTRUCTION DETAILS:

Specifications referenced to NYSDOT Specifications shall be in conformance with the May 1, 2017 NYSDOT Standard Specifications.

All backfill both inside and outside of the walls shall be compacted to 95% of the maximum modified proctor density with material meeting the NYSDOT specifications for Select Structure Fill.

The Contractor A shall place backfill to within 4-inches of finished floor elevation/final grade inside the structure and to final grade within 20-feet outside of the structure as per the plans.

The Contractor A shall finish final grading inside and outside of the building. The County shall be responsible for the asphalt paving within the building.

Curing procedures for the concrete shall conform to Section 555 of the NYSDOT Standard Specifications.

All exposed concrete edges shall be chamfered 1-inch.

Anchorage hardware for the roof system shall be supplied by Contractor B and shall be made available to Contractor A for casting into the foundation walls. Contractor B shall arrange to inspection the placement of the anchorage bolts prior to the concrete placement. Both Contractor A & B shall be held responsible for the correct placement and final location of the anchor bolts. Anchor bolts and associated hardware shall be hot dipped galvanized in accordance with these specifications.

Contractor B shall be responsible for the design and detailing of the connection to the foundation wall. This is to include the design of the anchorage system as well as the membrane termination details. The connection shall be weatherproof from driven rain or snow from penetrating the connection at the top of the foundation wall.

All faces of the concrete foundation wall shall be hand-rubbed. All projections and irregularities shall be carefully removed and all holes shall be neatly filled with mortar of the proportions used in the concrete. Plastering of surfaces shall not be allowed.

Control joints in the concrete walls shall extend from the top of the footing to the top of the wall. The control joints shall be filled with a silicone joint caulk prior to the application of the coating type concrete sealer.

The coating type concrete sealer shall be applied to the inside face of the concrete foundation wall and the front face of the buttresses at the open-end of the structure. The sealer shall be applied from the top of the footing to the top of the wall including the horizontal portion of the top of the wall. The sealer shall be applied in accordance with the manufacturer's recommendations, except the sealer may be applied after 7-days of curing.

A horizontal recess 4-inch wide by ¼-inches deep with chamfered edges shall be cast into the inside face of the foundation walls 1'-6" below the top of the wall. This recess shall terminate 1-foot before the open end of the wall.

MATERIALS:

CONCRETE

Concrete footings and foundation walls shall cast-in-place. The concrete shall meet the minimum requirements of NYSDOT Section 501, Class "A" mix design with a minimum 28-day compressive strength of 5,000 psi. No pozzolans (fly ash or GGBFS) will be allowed. A calcium nitrate based corrosion inhibitor shall be added to the concrete at a rate of 4 gallons per cubic yard of concrete. Only calcium nitrate based inhibitors found on the NYSDOT approved materials list will be allowed. All admixtures used in the concrete mix shall be from the same manufacturer. Only admixtures found on the NYSDOT approved materials list will be allowed.

COATING TYPE CONCRETE SEALER

The concrete sealer shall meet the minimum material requirements of the NYSDOT Standard Specification Section 717-04.

SILICONE CAULK

Silicone joint caulk shall meet the minimum material requirements of the NYSDOT Standard Specification Section 705-05.

BACKFILL

All backfill materials shall meet the material requirements of NYSDOT Item 203.21 – Select Structure Fill.

PAVEMENT SUBBASE

All pavement subbase materials shall meet the material requirements of NYSDOT Item 304.15 – Subbase Course, Optional Type.

CONCRETE REINFORCEMENT

Reinforcing bars shall meet NYSDOT Specification 709-01, Bar Reinforcement, Grade 60.

ANCHORAGE FOR BUILDING SYSTEM

All steel anchorage bolts, washers and nuts required for the roofing system to foundation connection shall be hot dipped galvanized in accordance with ASTM F2329 and shall meet the material requirements of ASTM F1554, grade to be determined by designer. Material certifications shall be required for material approval.

EPOXY GROUT

The epoxy grout used for the grouting of anchor bolts shall meet the minimum material requirements of the NYSDOT Standard Specifications Section 701-07 and shall be listed on the NYSDOT approved material list.

MEMBRANE FABRIC

The membrane fabric shall be a PVC (polyvinyl chloride), UV stabilized, mildew resistant, insect proof, waterproof, fire retardant and free from defects. The membrane shall provide a weather tight shell over the steel framework. The end wall membrane shall be manufactured to fit the shape of the framework.

The membrane fabric may consist of a single panel or individual panels attached to each truss. For covers consisting of individual panels the panels shall be attached to each truss by a keder strip (or similar device). The keder strip shall be made of galvanized steel or other corrosion resistant material approved by the County. The cover shall be designed and constructed to completely isolate the keder strip from exposure to outside weather and provide a weatherproof seal. The keder strip cover can be securely welded to adjacent panels and physically sealed over the keder strip as approved. Field welding is acceptable.

The County shall select color of the membrane fabric system from standard Manufacturer's color charts.

STRUCTURAL STEEL

The structural steel shall be hot dipped galvanized post fabrication to ASTM A123 specifications. All fabrication of steel trusses and purlins including connection plates and other related components must be fabricated prior to any galvanizing to ensure complete interior and exterior coverage of galvanization.

Required repairs to the galvanized coating due to shipping, cutting, welding or other mechanism that may damage the galvanized coating shall be made by applying a minimum 2-mil thick coating of cold galvanized compound (containing 93% zinc). The cold galvanizing compound shall be applied in accordance with the manufacturer's specifications. Steel members requiring more than 5% of its galvanized surface to be repaired shall be rejected.

WARRANTIES:

Any and all documentation required for specified or manufacturer's warranties will be provided by Contractor B at time for shop drawing submittal. Final payment will not be made until all warranties are received and approved.

FOUNDATION

Contractor A shall remedy any defects in the work and pay for damage to other work resulting therefrom which shall appear within a period of one (1) year from the date of final acceptance of work. The County will give notice of observed defects with reasonable promptness.

MEMBRANE FABRIC

The membrane fabric shall be designed and warranted for a period of ten (10) years from the date of occupancy by the County. Only a manufacturer's warranty will be accepted. The membrane fabric shall be warranted for snow and wind load as required by the New York State Building Code and normal atmospheric and environmental conditions associated with the stated purposed of the structure and its location. If the membrane fabric becomes unserviceable from normal exposure the Contractor shall repair or replace the defective material within a reasonable time period. The warranty shall cover both materials and labor.

At a minimum the 10-year warranty will be prorated according to the following schedule:

Defect occurring in	1st year	2nd year	3rd year	4th year	5th year	6th year	7th year	8th year	9th year	10th year
% of cost assumed by Manufacturer	100%	80%	64%	51%	41%	33%	26%	20%	14%	8%

STRUCTURAL STEEL

The structural steel shall meet the requirements of the specified material of the design engineer. Additionally, the structural steel shall be warranted against defects in material and workmanship for a period of fifteen (15) years from the date of occupancy by the County. Any defected reported within the warranty period shall be corrected by the contractor at no cost to the County.

The structural steel shall also be warranted against corrosion for a period of fifteen years (15) from the date of occupancy by the County. Only a manufacturer's warranty will be accepted. In the event the corrosion appears within the warranty period the contractor shall repair or replace any corroded components at no cost to the County. Corrosion shall be defined as over 5% rusting of the steel surface or rusting and/or section loss that negatively impacts the structural integrity of the building.

DESIGN CRITERIA:

The building structural drawings shall be designed and stamped by a New York State licensed engineer or architect. The design shall be in accordance with the Building Code of New York State.

An additional vertical point load of 100 pounds shall be applied to the midpoint of the truss to account for future lighting fixtures. The shop drawings shall include standard details for the connection of lighting fixtures or secondary members to the truss for such a purpose.

The roofing system shall be designed in such a way that the failure of the fabric membrane shall not affect the structural integrity of the steel framework.

The salt/sand storage floor area shall be entirely free of columns, wires, cables, roof supports, or any other object that may impede the unloading of dump trucks and loading of truck spreader vehicles with front-end loading equipment within the space. See the plans for the minimum clearances.

Ventilation shall be provided in the closed end of the roofing system. A minimum of two (2) 4-foot x 4-foot galvanized steel or approved equal louvered vents shall be located at or near the highest point of the roof or walls.

SUBMITTALS:

Certifications of all materials incorporated into this project are required and must be submitted to the Engineer for approval.

Six (6) sets of shop drawings and design calculations (design calculations for the roofing system) shall be required from the successful bidder on the initial submittal for review. The submittal shall be reviewed and three (3) stamped copies will be returned to the contractor. Submittal of working drawings on reproducible mylar for the owner's permanent record shall be required upon approval of the shop drawings. Drawing size shall be 22"x34". Electronic files in PDF format may be substituted for the reproducible mylars. All drawings shall bear the stamp and signature of a Professional Engineer or Architect licensed to practice in the State of New York. Shop drawings shall be submitted within twenty-eight (28) calendar days from the Notice of Award. Shop drawings shall be submitted for the following items: roof system including details pertaining to: anchor bolt plan and details, membrane roofing and splicing, ventilation, wall bracing, truss manufacture and erection, and warranty language. A complete set of specifications for all materials are to be provided for the proposed structure shall be submitted to the County for approval.

Extensive calculations shall be for the roofing system to include but not limited to: certification that the proposed roofing system meets all the requirements of the current Building Code of New York State, design loads and load combinations (including wind, snow, live and seismic), vertical and lateral load calculations indicating path of all load to the top of the foundation wall, and anchorage design calculations.

TIME SCHEDULE:

Tentative Contract "B" Award	June 14, 2017
Tentative Notice to Proceed	June 23, 2017
Final Submittal Date for All Building Elements	July 13, 2017
Approval of Final Shop Drawings	July 21, 2017
Tentative Contract "A" Award	August 23, 2017
Completion of Foundation/Grading	October 7, 2017
Completion of Building for Use	November 4, 2017
Project Close-out	November 18, 2017

PERMITS:

The County shall be responsible for obtaining all necessary permits to complete the specified work. To that end within 7 days of the Notice of Award the Contractor shall submit proof of the required workmen's compensation insurance on one of the following forms accepted by the State of New York: C-105.2 *Certificate of NYS Workers' Compensation Insurance Coverage* or GSI-105.2 *Certificate of Participation in Workers' Compensation Group Board-approved Self Insurance*. Accord forms will not be accepted.

MISCELLANEOUS:

New York State Prevailing Wage Rates apply to this project. Said wage rates are attached for your use. It is the responsibility of the all contractors and subcontractors to keep the wage rate information up to date.

Whenever a particular brand or make of material, equipment or other item is specified, any other brand or make which, in the opinion of the County, is equivalent in quality, value, performance and suitability to that specified or indicated may be offered except where specifically stated otherwise.

SCHEDULE OF VALUES:

The following Schedule of Values will be used for payment. Percentages shown are based on the total value of the contract.

<u>Value</u>	<u>Work</u>
5%	Payable at time of submission of shop drawings
45%	Payable at time of complete delivery of material and parts to site and title of material and parts transferred to the County.
50%	Payable at time of completion of the project including any and all registration and warranty submission packages.

**BID FORMS OMITTED FROM
SPECIFICATION BOOKS**

TO OBTAIN BID FORMS PLEASE CONTACT

DAWN SMITH AT 716-938-9121 EXT. 2465

OR SEND EMAIL REQUEST TO:

dasmith@cattco.org

APPENDIX "A"
COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS

The insurance companies providing these coverages acknowledge that the Named Insured is entering into a contract with the County of Cattaraugus in which the Named Insured agrees to defend, hold harmless, and indemnify the County, its officials, employees, and agents against all claims resulting from work performed, material handled, and services rendered. In some circumstances it will be necessary to require alternate coverage and limits which will be defined in the bid specifications, contract, lease or agreement. The alternate coverage and limits should be evidenced on the certificate in lieu of the standards printed below.

Minimum Coverage Limits are as Follows:

	A	C	Ca	D	F	G	Ga
	Construction & Maintenance	Professional	Low Risk Professional	Property Leased to Others or Use of Facilities	Livery	All Purpose Public Entity, Concessionaire	Low Risk All Purpose Public Entity
*** COMMERCIAL GENERAL LIABILITY	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$2,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.
Prem. - Ops.	Include	Include	Include	Include	Include	Include	Include
Prods. - Compl. Ops.	Include	Include	Include	Include	Include	Include	Include
Indep. Contractor	Include	Include	Include	Include	Include	Include	Include
Contractual	Include	Include	Include	Include	Include	Include	Include
BF Property Damage	Include			Include			
X,C,U	Include						
Personal Injury	Include	Include	Include	Include	Include	Include	Include
Liquor Law				Include			
Host Liquor				Include			
** AUTO LIABILITY	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL	\$1,000,000 CSL
Owned	Include	Include	Include	Include	Include	Include	Include
Hired	Include	Include	Include	Include	Include	Include	Include
Non-Owned	Include	Include	Include	Include	Include	Include	Include
*** EXCESS LIABILITY	\$3,000,000	\$1,000,000		\$1,000,000	\$3,000,000	\$1,000,000	
	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption	Statutory or Proof of Exemption
WORKERS' COMP.							
EMPLOYER'S LIABILITY	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited	Unlimited
*** PROFESSIONAL LIAB.		\$3,000,000 Agg. \$1,000,000 Occ.	\$1,000,000 Agg. \$ 500,000 Occ.				

* The Comprehensive/Commercial General Liability limits can be met by one or more policies, or in combination with an Excess and/or Umbrella Liability policy. The COI must indicate if the coverage trigger in an 'Occurrence' form or a 'Claims-made' form.

** 'Claims-made' policies shall continue to provide evidence of coverage three (3) years after completion of work or product delivery.

*** Cattaraugus County MUST be named as Additional Insured for all acts of Named Insured pursuant to this contract.

Professional Liability policies are not required to have the County as Additional Insured

Each policy, as allowed by law, shall be endorsed stating that the contractor's insurers agree to waive any rights of subrogation against the County of Cattaraugus because of payments for any injury or damages arising out of work performed under this contract.

The following statement must be subscribed by the bidder and affirmed by such bidder as true, under the penalties of perjury.

Pursuant to Section 103-d of the General Municipal Law.

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

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.

(For use of individual bidder)

IN WITNESS WHEREOF, I, _____, doing business under the style and name of _____ at _____ have hereunto subscribed my name under the penalties of perjury at _____ on this ____ day of _____, 20 ____.

d/b/a _____

(For use of partnership bidder)

IN WITNESS WHEREOF, this non-collusive bidding certification has been subscribed, under the penalties of perjury, at _____ on this ____ day of _____, 20 ____, by _____, one of the partners or co-partners of the partnership composed of _____ and _____ doing business under the style, partnership, and firm name of _____ at _____.

Partnership Name

By _____

Co-Partner

(For use of corporate bidder)

RESOLVED, that _____ (name of corporation) be authorized to sign and submit the bid or proposal of this corporation for the following project _____ and to include in such bid or proposal the certificate as to non-collusion required by Section 103-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate, this corporate bidder shall be liable, under the penalties of perjury.

The foregoing is a true and correct copy of the Resolution adopted by _____ Corporation at a meeting of its board of directors held on the ____ day of _____, 20 ____.

Dated at _____ on this ____ day of _____, 20 ____.

(SEAL OF THE CORPORATION)

Secretary

Name of Bidder

By _____

Title

LEGAL STATUS INFORMATION

To facilitate correct drawing and execution of contract, bidder shall supply full information concerning legal status:

FIRM NAME: _____

Federal ID No.: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Telephone ____ (____) _____ Fax ____ (____) _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Telephone ____ (____) _____ Fax ____ (____) _____

CONTRACT TO BE SENT TO: Principal Office _____ Local Office _____

CHECK ONE: Corporation _____ Partnership _____ Individual _____

(Incorporated under the Laws of the State of _____)

(If foreign corporation, state if authorized to do business in the State of New York:
Yes _____ No _____ Not Applicable _____)

TRADE NAMES:

NAMES AND ADDRESSES OF PARTNERS:

NAME, TITLE, AND ADDRESS OF PERSON AUTHORIZED TO SIGN CONTRACT ON BEHALF OF BIDDER:

Name: _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT

BID FOR PERFORMANCE OF CONTRACT WITH
CATTARAUGUS COUNTY LEGISLATURE
LITTLE VALLEY, NEW YORK

TO: Cattaraugus County Legislature, Little Valley, New York, herein after called the County.

The undersigned, desiring to interpose a bid to provide services for **Allegany Salt/Sand Storage Building – Contract B – Super Structure and Roof System**, for Cattaraugus County Department of Public Works, does hereby accept all terms, conditions, and agreements contained and set forth in the, Minimum Specifications, Non-Collusive Bidding Certification, Legal Status Information and Bid for Performance of Contract with Cattaraugus County Legislature and does hereby certify, agree and propose as follows:

The undersigned declares that he/she has examined all of the attached documents, and hereby proposes and agrees that, if this bid is accepted, he/she will contract with the County, such contract incorporating the provisions of the documents attached hereto, to furnish all the materials and services and do all the work specified in the attached documents in the manner and time herein specified and according to the requirements as herein set forth, and to take in full payment therefore the bid prices set forth on the preceding specification sheets.

If this proposal is accepted by the County and the undersigned fails to contract as aforesaid, within ten days (not including Sunday) from the date of notice from the County to him/her, then the County may at its option, determine that the bidder has abandoned his/her right to enter into the contract and thereupon the bid and acceptance shall be null and void.

The full name and residences of all persons and parties interested in the foregoing bid as principals are as follows: (Individuals or partnership bids only)

INDIVIDUAL, PARTNERSHIP OR CORPORATE USE

The undersigned certifies, under penalty of perjury, that he is fully authorized to sign this bid.

Name and Address of Bidder:

Authorized Signature and Title:

Signature

Title

Date

“Iran Divestment Act of 2012”

“Iranian Energy Sector Divestment”

Pursuant to State Finance Law §165-a, the Commissioner of General Services is required to develop a list of persons it determines engage in investment activities in Iran, which is defined as provision of goods, services or credit of \$20,000,000 or more, relating to the energy sector.

General Municipal Law §103-g(4) states as follows:

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law, for work or service performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under penalties of perjury.

The below signed bidder affirms the following as true under penalties of perjury:

- a. “By submission of this bid, the bidder identified herein and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and behalf that this bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the state finance law.”

Corporate or Company Name

By:

Signature

Title

Sworn to before me this

____ day of _____, 20 ____

Notary Public

Attachment A

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Location: Cattaraugus County

Project Type: Allegany Salt/Sand Storage Building
Contract B – Super Structure and Roof System

PRC#: 2017000078

Effective dates of schedule provided by NYS DOL: July 2016 through June 2017.

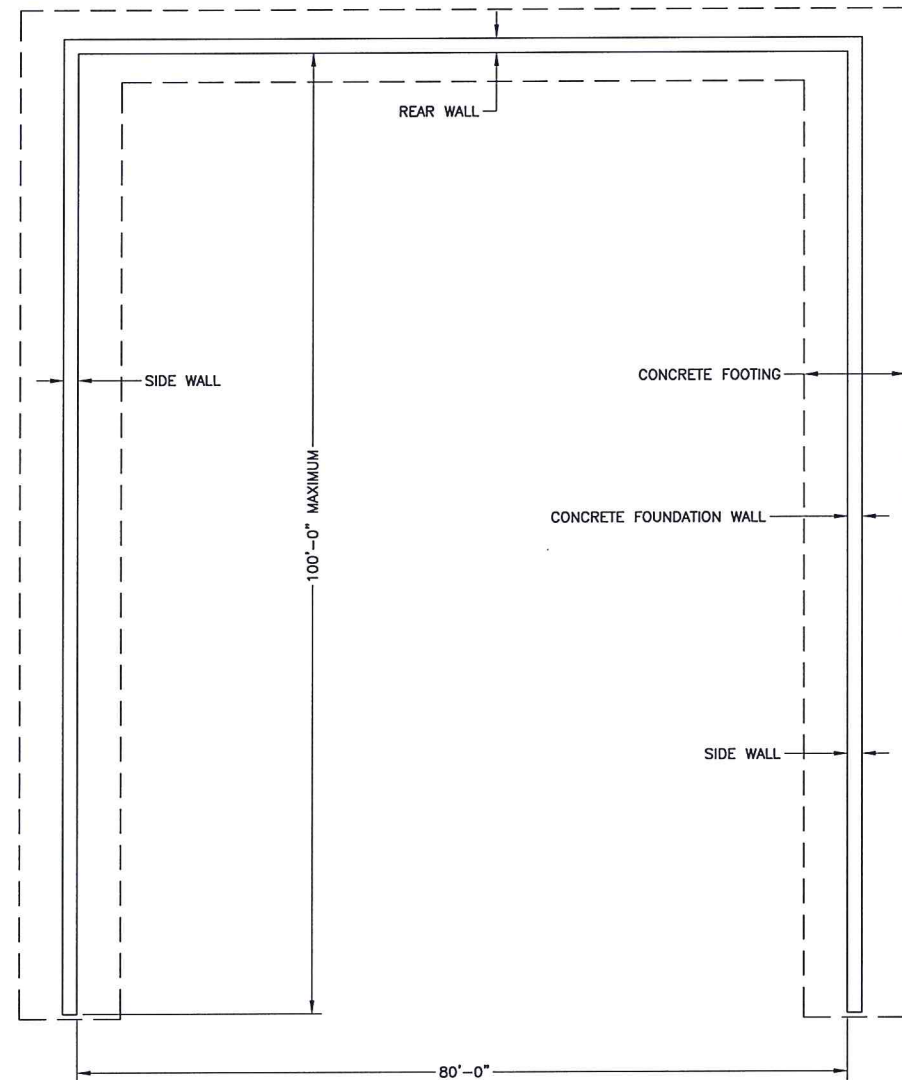
A unique Prevailing Wage Case Number (PRC#) has been assigned to the schedule(s) for this project.

The current schedule(s) of the prevailing rates and prevailing hourly supplements for the project referenced above may be accessed at the New York State Department of Labor website @ <http://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt>. Updated PDF copies of your schedule can be accessed by entering the assigned PRC# at the proper location on the website.

For policy or rate questions call the NYS Department of Labor in Buffalo at (716) 847-7159. If you do not have internet access, you may contact the Cattaraugus County DPW, **Dawn Smith** at (716) 938-2465 to request a copy of the prevailing rate schedule provided for this project.

Attachment B

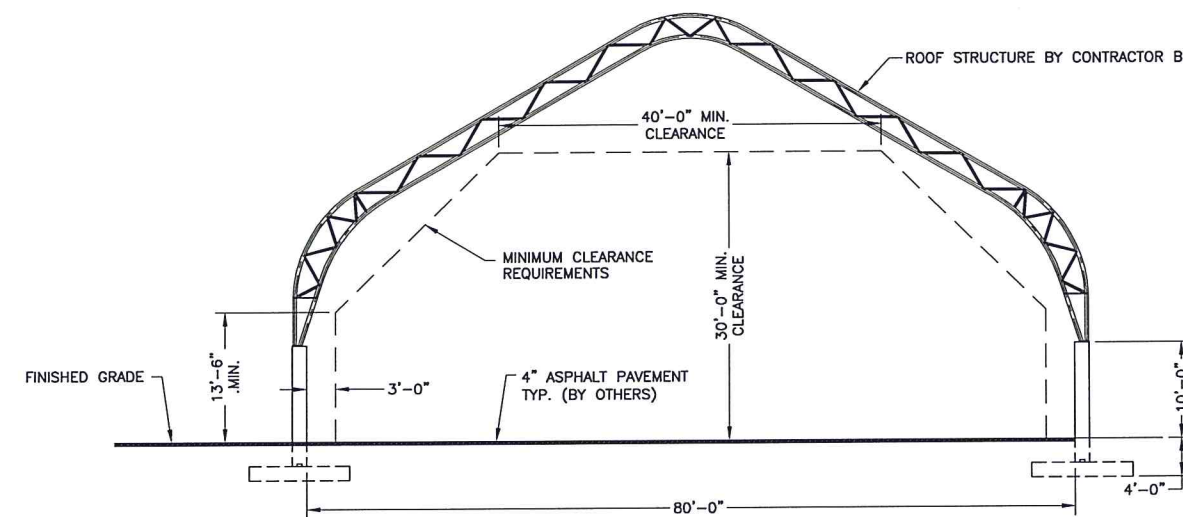
PLANS



FOUNDATION PLAN
SCALE: 1" = 10'-0"

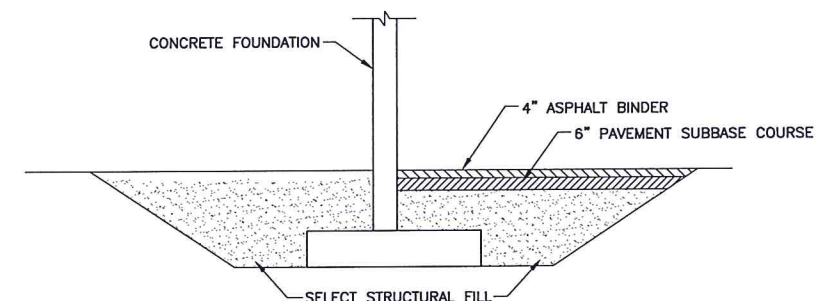
GENERAL NOTES

1. THE FOUNDATION SYSTEM SHOWN IS FOR ILLUSTRATIVE PURPOSES ONLY. THE ACTUAL FOUNDATION SYSTEM WILL BE DESIGNED AROUND THE SPECIFIC REQUIREMENTS OF THE AWARDED ROOFING SYSTEM.
2. THE FOUNDATION SYSTEM SHALL BE CONSTRUCTED WITH CAST-IN-PLACE CONCRETE. THE FOUNDATION SYSTEM MAY BE EITHER A CANTILEVER TYPE WALL, AS SHOWN ON THE DRAWINGS, OR A BUTTRESS STYLE WALL, DEPENDING ON THE ROOFING SYSTEM'S TRUSS SPACING AND DESIGN REACTIONS.
3. THE MAXIMUM DEPTH OF THE BUILDING'S FOOTPRINT, AS MEASURED FROM THE INTERIOR FACE OF THE REAR WALL TO THE END OF THE SIDEWALL SHALL BE 100-FEET.
4. THE PLAN WIDTH DIMENSION CAN BE ADJUSTED UP TO 5-FEET TO ACCOMMODATE THE ROOFING SYSTEM. THE TOTAL SQUARE FEET SHALL REMAIN WITH 5% OF THE SPECIFIED STRUCTURE.
5. ALL ANCHOR BOLTS SHALL BE A MINIMUM ASTM A325, HOT DIPPED GALVANIZED IN ACCORDANCE WITH ASTM F 2329.
6. COMPLETE SHOP DRAWINGS AND DESIGN CALCULATIONS FOR THE ROOFING SYSTEM SHALL BE SUBMITTED TO THE COUNTY WITHIN 28-DAYS FROM THE NOTICE OF AWARD.
7. THE ROOFING SYSTEM CONTRACTOR (CONTRACTOR B) SHALL SUPPLY THE ANCHOR BOLTS THAT ARE TO BE CAST INTO THE CONCRETE WALLS. CONTRACTOR B SHALL ALSO VERIFY AND APPROVE THE PROPER PLACEMENT OF THE ANCHOR BOLTS BY CONTRACTOR A.



NOTE: GABLE ROOF SECTION SHOWN FOR ILLUSTRATIVE PURPOSES ONLY. OTHER ROOF GEOMETRIES ARE ACCEPTABLE AS LONG AS THEY MEET THE MINIMUM CLEARANCE REQUIREMENTS SHOWN ABOVE.

ELEVATION
SCALE: 1" = 10'-0"



FOUNDATION BACKFILL SECTION
SCALE: N.T.S.

HALF SIZED PLANS

CATTARAUGUS COUNTY 2009		DATE: MAY 2017		DATE:	
SCALE: NOTED		REVISIONS		DATE:	
SURVEY #		PG. T R		DATE:	
BK. LOT		DWG. DGN. TR. CK.		DATE:	
UNAUTHORIZED ALTERATION OR ADDITION TO THIS DOCUMENT IS A VIOLATION OF SECTION 1600 OF THE NEW YORK STATE EDUCATION LAW CADD DRAWING: DO NOT EDIT MANUALLY					
CATTARAUGUS COUNTY DEPARTMENT OF PUBLIC WORKS 8810 NYS ROUTE 243 LITTLE VALLEY, NEW YORK 14765 716-838-9121					
STRUCTURE PLAN & ELEVATION					
TOWN OF ALLEGANY		COUNTY OF CATTARAUGUS		STATE OF NEW YORK	
SALT/SAND STORAGE BUILDING ALLEGANY MAINTENANCE BUILDING					
SHEET 1		OF 1		PROJECT NO. 502.0000.21072	