



The Culture of Care

ERIE COUNTY MEDICAL CENTER CORPORATION

REQUEST FOR PROPOSALS

UNIT PRICING FOR
CONSTRUCTION INSPECTION & TESTING SERVICES

FEBRUARY 16, 2018

RFP # 21810

The deadline for submission of proposals is **March 21, 2018 at 11 a.m. EST**. Submit one (1) sealed paper copy and one (1) electronic copy (on flash drive or CD-ROM) of the proposal to:

Erie County Medical Center Corporation
Attention: Sarina M. Rohloff
462 Grider Street - Room G-140
Buffalo, New York 14215

LATE, EMAILED OR INCOMPLETE PROPOSALS MAY BE REJECTED

Mark in left hand corner of envelope:

RFP # 21810

Due: March 21, 2018

Submitted by: _____

MANDATORY PRE-BID CONFERENCE TO BE HELD

WEDNESDAY, MARCH 7, 2018 at 10 AM EST

VIA TOLL FREE TELEPHONE CONFERENCE BRIDGE: 1-866-244-8528

Guest Passcode: 898300

In accordance with State Finance Law Sections 139-j and 139-k, the designated contact for this RFP is listed below. All questions regarding this RFP must be submitted in writing to the designated contact within the timeframes set forth in the RFP Schedule located at Section 3 of this RFP. Copies of questions and responses will be issued to all respondents as an Addendum to this RFP as set forth in the RFP Schedule.

Designated contact: Sarina M. Rohloff, RFP/IFB Coordinator (Srohloff@ecmc.edu)

1. BACKGROUND

Erie County Medical Center Corporation (“ECMCC”), located in Buffalo, New York, is a public benefit corporation created by state law on July 22, 2003, having previously operated as a department of the County of Erie, New York.

ECMCC has an advanced academic medical center consisting of 583 inpatient beds, as well as a Center for Oncology Care, a Center of Excellence for Transplantation and Kidney Care, a Behavioral Health Center of Excellence, numerous on- and off-campus primary care and family health centers, more than thirty outpatient specialty care services, and the Terrace View Long-Term Care Facility, consisting of 390 beds.

In addition, ECMCC is a verified Level 1 Adult Trauma Center by the American College of Surgeons, designated a Level 1 Adult Trauma Center by the NYS Department of Health, and is a regional center for burn care, behavioral health services, transplantation, medical oncology and head & neck cancer care, and rehabilitation. Finally, ECMCC is also affiliated with and a major teaching facility for the University of Buffalo.

2. RESERVATION OF RIGHTS. ECMCC reserves the rights to:

- 2.1 Reject any and all proposals submitted in response to this Request for Proposals (“RFP”);
- 2.2 Disqualify any respondent whose conduct or proposal fails to conform to the requirements of this RFP;
- 2.3 Withdraw this RFP at any time at its sole discretion;
- 2.4 Prior to submission of proposals to amend the RFP specifications to correct errors or oversights, or to supply additional information as it becomes available;
- 2.5 Change any of the scheduled dates;
- 2.6 Waive any requirements that are not material;
- 2.7 Waive any non-conformity with the requirements of this RFP;
- 2.8 Terminate this RFP process at any time;
- 2.9 Seek clarification from a respondent at any time throughout the RFP process for the purpose of resolving ambiguities or questioning information presented in proposals;
- 2.10 Award the contract in whole or in part and/or apportion the award among one or more respondents;
- 2.11 Negotiate final terms with the successful respondent(s);
- 2.12 Conduct contract negotiations with the next responsible bidder, should ECMCC be unsuccessful in negotiating with the selected bidder; and
- 2.13 Prepare a list of finalists based on initial proposal evaluations and request that finalists present in-person or telecommunicated presentations to ECMCC.

3. RFP SCHEDULE:

RFP Issued:	Friday, February 16, 2018
Mandatory Pre-Proposal Conference:	Wednesday, March 7, 2018
Deadline for Questions:	Wednesday, March 7, 2018
Notification of Intent to Submit:	Wednesday, March 7, 2018
Answers Issued by Addendum:	Wednesday March 14, 2018
Proposals Due:	Wednesday, March 21, 2018
Contract Award:	TBD

MANDATORY PRE-PROPOSAL CONFERENCE CALL:

A mandatory pre-proposal conference call is scheduled for **Wednesday, March 7, 2018 at 10 a.m. EST**. This conference call can be accessed by dialing 1-866-244-8528, Conference ID 898300. The purpose of this call is to provide an overview of the RFP and M/WBE requirements and permit respondents an opportunity to ask general questions surrounding these topics. Any content-specific questions however must be submitted in writing by **March 7, 2018** to srohloff@ecmc.edu.

Participation in the pre-proposal conference calls is mandatory, unless documentation can be provided demonstrating extraordinary circumstances for missing the call. A “roll call” of potential respondents will be conducted at the end of each call. Proposals will only be accepted from respondents who participated in the pre-proposal conference calls and confirmed attendance during the roll call.

4. SCOPE OF SERVICES/SPECIFICATIONS:

- A. ECMCC is seeking proposals from qualified vendors for Special Inspection Services on construction and renovation projects on its Grider Street campus. The inspection services will be performed on ECMCC’s Emergency Dept. expansion project and the Main Lobby Expansion / Bldg. envelope project, with opportunity for award of additional projects as needs arise at ECMCC. ECMCC may elect to award both projects to a single firm or multiple firms. These services will be provided on an as needed basis. Unit pricing is being requested for 2018, and the years 2019 and 2020 respectively.
- B. Unit pricing rates shall include all costs associated with specified testing and inspection requirements, local travel (within 100-mile radius), mileage, labor, tools, equipment, laboratory, office, staff, supervision, reproduction cost, electronic reporting and distribution, costs to secure and pickup samples, field curing, transportation, storage, overhead and profit. Payment will only be for actual samples tested and for actual hours on site. Travel time will not be a chargeable expense and must be included in the unit pricing rates. See Appendix A for rate / fee sheet to be completed by respondent.
- C. The successful respondent(s), subconsultants, and any personnel engaged in this testing and inspection agreement shall be required to:
 - 1. Comply with the specified quality requirements and the projects Statement of Special Inspections as defined by ECMCC’s architect of record on each project. For current ED and Main Lobby projects, see Appendix B for Cannon Design and Clark Patterson Lee specification sections and Statement of Special Inspection documents.

2. Coordinate testing requirements, dates/times and reporting with ECMCC's project manager and ECMC's owner's representative. On the ED Expansion project, the successful testing agency will be required to upload all testing & field reports to (Procore)- the owners representative's construction management software program. Any associated software training will be provided by the owner's representative.
3. Submit daily time tickets to ECMCC's project manager and owner's representative for verification.
4. Invoice once monthly, itemizing charges on a project by project basis.

The purpose of this Request for Proposals is to secure all the Special Inspections and Testing required by Chapter 17 of the International Building Code. It will involve the Inspection and Testing of the work of the Prime Contractor and its associated Subcontractors to assure that the approved plans and specifications are being followed and the relevant codes and reference standards are being observed. The Special Inspections and Testing to be provided under this solicitation are in addition to the inspections and testing required by the Contactor per the specifications.

Special Inspections and Testing is required for the materials, installation, erection, and placement of components and connections to ensure compliance with approved construction documents and required standards. Responsibilities of the Special Inspection firm shall include but not be limited to the following:

- A. Inspect all work for conformance with the approved construction Documents.
- B. Report nonconforming work. The Special Inspection firm shall bring all nonconforming work to the immediate attention of the Prime Contractors, AE and ECMC's Owners Representative, prior to leaving the jobsite. The Special Inspection firm shall maintain a separate report to be posted at the job site indicating all noted discrepancies and should contain, at a minimum, the following information regarding each non-conforming item.
 - 1) Exact location.
 - 2) Reference to applicable plans, details and specifications.
 - 3) Resolution of corrective work and date.
 - 4) Re-inspection of corrective work and date.
- C. The Special Inspection firm shall complete written reports for each site visit. Reports shall be provided to the Contractor, AE and Owners Representative in a timely manner and contain:
 - 1) Tests and inspections made with applicable locations.
 - 2) Description of corrective work.
 - 3) Unresolved items and parties notified.
- D. The Special Inspection firm shall submit a final report signed and sealed by a Professional Engineer licensed by the State of New York and shall be completed in accordance with applicable laws, regulations and in accordance with further rules and requirements of ECMC. The final report shall be submitted to ECMC's Owners Representative stating that all items regarding special inspection and testing are in conformance with the approved plans and specifications. Any previously noted discrepancies shall have been corrected and documented accordingly.

- E. The prospective consultant's on-site personnel must have a minimum of two (2) years of experience inspecting the specific construction categories, similar components and projects. The Consultant's on-site personnel responsible for monitoring and inspecting the work must have the appropriate License and certifications, and minimum required qualifications per each projects statement of special inspections.

5. PROPOSAL REQUIREMENTS:

- 5.1 Proposals must include the following information:
 - 5.1.1 Detailed plan outlining how your company will meet all of the deliverables described in the Section 4 (Scope of Services/Specifications).
 - 5.1.2 Company profile including organizational chart indicating persons who will be assigned to work with ECMCC and resumes
 - 5.1.3 Length of time respondent has been in business.
 - 5.1.4 Detailed fee schedule and all fees incurred for the deliverables included in this RFP.
 - 5.1.5 Three (3) references of facilities similar in size to ECMCC that may be contacted by ECMCC to discuss respondent's services.
 - 5.1.6 Disclose whether respondent has ever had a contract terminated and if so, provide a detailed explanation of the contract and circumstances surrounding termination.
 - 5.1.7 Disclose whether any shareholder, director, officer or employee is currently employed by ECMCC, or was an employee of ECMCC during the two (2) year period preceding the date of the proposal, and if any shareholder, director, officer or employee is a member of any governing board of ECMCC or its affiliates.
 - 5.1.8 Disclose any other areas that may be a potential conflict of interest.
 - 5.1.9 Describe all contracts, affiliations, referral arrangements or other business relationships the respondent has with any hospital, health care system or health care provider with offices or facilities in Western New York.
- 5.2 The following forms must be submitted with each proposal:
 - 5.2.1 Equal Employment Opportunity Policy Statement (Exhibit A-1)
 - 5.2.2 M/WBE Utilization Plan (Exhibit A-2) when applicable (see Section 7 below).
 - 5.2.3 SDVOB Utilization Plan – (Exhibit A-3) when applicable (see Section 7 below).
 - 5.2.3 Respondent Data Form (Exhibit B).
 - 5.2.4 Non-Collusive Bidding Certification (Exhibit C).

- 5.2.5 Disclosure, Affirmation and Certification in accordance with State Finance Law §§ 139-j and 139-k (Exhibit D).
- 5.2.6 Not-for-profit budget form (Exhibit E) (note this form is only required if the respondent is a not-for-profit corporation).
- 5.2.8 Construction Testing & Inspection Services – Unit Pricing (Appendix A)

6. EVALUATION CRITERIA:

- Quality of reference recommendations & past performance on ECMC projects (25%).
- Vendor experience with similarly sized service scopes (25%).
- Cost of the proposed inspection unit prices (50%).

7. M/WBE, SDVOB AND DIVERSITY PRACTICES REQUIREMENTS:

- 7.1 Equal Opportunity, Service-Disabled Veteran-Owned Business, and Minority/Women-Owned Business Enterprise Utilization. ECMCC is committed to promote equality of economic opportunity for minority group members and women, service-disabled veterans, and the facilitation of minority and women-owned business enterprise (“MWBE”) and service-disabled veteran-owned business (“SDVOB”) participation. In accordance with Articles 15-A and 17 of the New York State Executive Law and the regulations set forth at 5 NYCRR Parts 140-144 and 9 NYCRR Part 252, by submitting a proposal, the respondent agrees to be bound by the provisions and follow the instructions set forth in Exhibit A to this RFP.
- 7.2 Utilization Plans. If Exhibit A reflects that MWBE and/or SDVOB participation goals apply to this RFP, Respondents are required to submit an MWBE and/or SDVOB Utilization Plan (see Exhibit A-2 and Exhibit A-3 with their proposal in accordance with Exhibit A, 5 NYCRR 142.6(a) and 9 NYCRR 252.2(i).
- 7.3 Excluded Contracts. Certain procurements are excluded from MWBE and/or SDVOB participation. The goals for each RFP are reflected in Exhibit A of this RFP. In the event that Exhibit A reflects no utilization goals applicable to this RFP, the RFP is for an expenditure that is excluded from ECMCC’s MWBE or SDVOB program and respondents are not required to submit an MWBE and/or SDVOB Utilization Plan. However, under all circumstances, respondents are encouraged to solicit MWBE and SDVOB utilization and to submit MWBE and SDVOB Goal Plans, and ECMCC may consider respondent’s proposed MWBE and SDVOB utilization in determining which proposal represents the best value to ECMCC.
- 7.4 Not-for-profit respondents. Any services that are self-performed by a not-for-profit respondent (i.e., services not procured in the open market) in response to this RFP, as well as any personal services, rent, and utilities costs related to this procurement, are exempt

from the M/WBE goals that have been assigned to this procurement. After exempting personal services, rent, utilities and self-performance, M/WBE goals will still attach to the entire remainder of the funds of the procurement.

(For example, if the respondent's proposal for this procurement is \$100,000, and \$80,000 of this amount is comprised of personal services, rent, utilities and self-performance by the not-for-profit, then the remaining \$20,000 would still be subject to the M/WBE goals assigned in this contract.)

This exemption applies solely to not-for-profit respondents. For the purposes of calculating which funds shall still be subject to M/WBE requirements, all not-for-profit respondents should fill out and return the attached Exhibit E.

Respondents who are for-profit organizations are still required to apply the M/WBE goals to the full amount of this procurement in their proposals. Please note that all parties are still responsible for submitting utilization plans (as detailed in Exhibits A and A-1) with their proposals that cover all services that are not exempt as described in the above.

- 7.5 Diversity Practices. Respondents are encouraged to submit information regarding vendor's diversity practices, which ECMCC may consider in determining which proposal represents the best value to ECMCC.

8. GENERAL INSTRUCTIONS TO RESPONDENTS:

- 8.1 **By submitting a response, respondents agree to both the terms of this RFP as well as ECMCC's standard terms and conditions attached to this RFP as Appendix C.**
- 8.2 Insurance in the amounts designated in the attached Appendix D shall be procured by the successful respondent before commencing work and no later than fourteen (14) days after notice of award, which insurance shall be maintained without interruption for the duration of the Contract in the kinds and amounts specified by ECMCC. If the insurance is not provided in acceptable form within this period of time, then the Director of Purchasing may declare the vendor non-responsible and award the contract to the next lowest responsible vendor. Certificates of insurance shall be furnished by the successful respondent in conformity with the ECMCC standard insurance certificate.
- 8.3 Any change in wording or interlineations by a respondent of the RFP as published by ECMCC shall be reason to reject the proposal of such respondent, or in the event that such change in the RFP is not discovered prior to entering into a contract, to void any contract entered into pursuant to such RFP.
- 8.4 For the purpose of determining which proposal represents best value, it shall be the obligation of all respondents to present information and documentation to ECMCC to establish that the successful respondent possesses sufficient capital resources, skill, judgment and experience to perform the work or deliver the material, as per the RFP scope of services and specifications. ECMCC is not obligated to accept the lowest proposal, but will perform its evaluation based on the total criteria defined within the RFP.
- 8.5 Failure to perform or meet delivery schedules as per the accepted proposal or resulting contract may result in legal action by ECMCC to recover damages.

- 8.6 The successful respondent 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.
- 8.7 Any cash discount which is part of a proposal will be considered as a reduction in price in determining the award of the proposal.
- 8.8 ECMCC may, as the need arises, order changes in the work through additions, deletions or modifications without invalidating the contract. Compensation, as it may be affected by any change, shall be adjusted by agreement between the contractor and ECMCC.
- 8.9 Any additional information which the respondent desires to add to the response shall be attached to and submitted with the formal response on a separate sheet of paper.
- 8.10 The proposal is firm and irrevocable for a period of 60 days from the date and time of the proposal opening. If a contract is not awarded within the 60 day period, a respondent to whom the contract has not been awarded may withdraw his proposal by serving written notice of his intention to do so upon the ECMCC Purchasing Department.
- 8.11 Prices charged to ECMCC are to be no higher than those offered to any other governmental or commercial consumer. If respondent's organization has a New York State or a Federal GSA contract for any of the items covered in this RFP or any similar items, respondent shall so indicate in its proposal and supply a copy of such contract within five (5) days of a request by ECMCC.
- 8.12 The unit prices shall remain firm, and any other pricing, quote or charges in the proposal shall also remain firm, for delivery of the equipment, material, work or services described in this RFP. No cost increase not covered in the proposal shall be charged for any reason whatsoever unless agreed upon by ECMCC.
- 8.13 In executing their proposal, the respondent affirms that all of the requirements of the specifications are understood and accepted by the respondent, and that the prices quoted include all required materials and services. The respondent affirms they have checked all of the proposal figures and understands that ECMCC will not be responsible for any errors or omissions on the part of the respondent in preparing the proposal. Mistakes or errors in the estimates, calculations or preparation of the proposal shall not be grounds for the withdrawal or correction of the proposal or any proposal security.
- 8.14 **Restrictions on contact during the RFP process.** Pursuant to State Finance Law Sections 139-j and 139-k, this RFP includes and imposes certain restrictions on communication between respondents and ECMCC during the procurement process. A respondent is restricted from making contacts from the date the RFP is issued through the final contract award by ECMCC (the "Restricted Period"). During the Restricted Period, respondents may only contact the designated contact regarding this RFP. The designated contact is identified on the cover page of this RFP. Respondents are responsible for complying with State Finance Law Sections 139-j and 139-k. Directors, officer and employees of ECMCC are required to record certain information when contacted during the Restricted Period. A review of whether such contacts were permissible contacts will be considered in connection with any determination of responsibility of the respondent. Failure of any respondent to timely certify or to disclose accurate and complete information or the submission of any intentionally false or intentionally incomplete certification may result in the rejection of the contract award or if such contract has been executed, then the immediate termination

of the contract. Violations may result in debarment of the respondent from proposing on or obtaining governmental procurement contracts in the State of New York.

- 8.15 **Freedom of Information Law.** During the evaluation process, the content of each RFP will be held in confidence and details of any RFP will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. If the proposal contains any such trade secrets or other confidential or proprietary information, the respondent must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be exempt from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a proposal from disclosure have generally not been found to be meritorious and are discouraged. Respondents must limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the respondent's competitive position. ECMCC assumes no responsibility for disclosure of unmarked data for any purpose. ECMCC will review such designations in making its determination whether disclosure is required, which determination shall be binding on the respondent.



Appendix A

ECMC- UNIT PRICE FEE FORM Special Inspections Scope of Services

Emergency Dept. Expansion & Main Lobby Expansion / Bldg. Envelope Projects

Section	Inspection Item	Unit	Unit Cost
1	Soils		
	Soil Compaction Testing	per day	
	Soil Compaction Testing	per half day	
	In-place Field Density Test	per test	
	Proctor Analysis	per sample	
2	Concrete Inspection Services		
	Concrete Field Inspection	per day	
	Concrete Field Inspection	per half day	
	Steel Reinforcement/Bolt Inspection	per day	
	Steel Reinforcement/Bolt Inspection	per half day	
	Concrete Design Mix	per mix	
	Cylinder Testing	per cylinder	
	Concrete Sample Pick up & Delivery	per trip	
3	Structural Steel Inspection Services		
	Field Inspection	per day	
	Field Inspection & Shop Inspection	per half day	
	Non-Destructive Testing Technician	per day	
4	Masonry Inspection Services		
	Field Inspection	per day	
	Field Inspection	per half day	
	Mortar/Grout Testing	per cylinder	
	Prism test	per test	
	Sample Pick up & Delivery	per trip	
6	Sprayed Fire Resistant Materials - Per ASTM E605 & E736		
	Field Inspection	per day	
	Field Inspection	per half day	
7	Smoke Control / Penetration Firestopping- Per ASTM E2174 & E2393		
	Field Inspection	per day	
	Field Inspection	per half day	
8	Intumescent Paint- mil thickness testing		
	Field Inspection / testing	per hour	
9	Smoke Control leakage / pressure difference testing- (See Lobby Expansion Special Inspection req's)	per hour	

Company Name:	Phone #
Address:	email contact
Name/Title/Signature (Authorized Representative):	

Appendix B

STATEMENT OF SPECIAL INSPECTIONS

Project: Emergency Department Modernization – Erie County Medical Center (ECMC)
Location: Buffalo, New York
Owner: Erie County Medical Center (ECMC)
Owner's Address: Grider Street
Buffalo, New York
Architect of Record: CannonDesign
Structural Engineer of Record: CannonDesign

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection requirements of the 2015 International Building Code. It includes a Schedule of Special Inspection Services applicable to this project as well as the name of the Special Inspectors intended to be retained for conducting these inspections.

The Special Inspectors shall keep records of all inspections and shall furnish inspection reports to the Building Official, Owner, Structural Engineer and Architect of Record. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official, Structural Engineer and Architect of Record. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

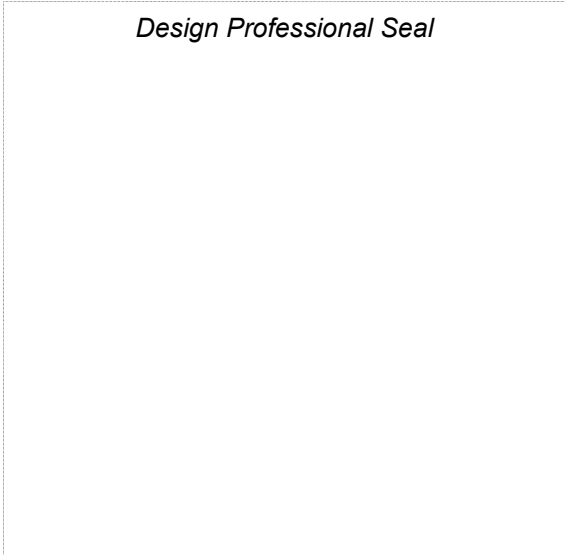
Interim reports shall be submitted to the Building Official, Owner, Structural Engineer, and Architect of Record.

A *Final Report of Special Inspections* documenting completion of all required Special Inspections and correction of any discrepancies noted in the inspections shall be submitted prior to issuance of a Certificate of Use and Occupancy.

Job site safety and means and methods of construction are solely the responsibility of the Contractor.

Interim Report Frequency: Biweekly

Prepared by:



Signature

Date

Owner's Authorization:

Building Official's Acceptance:

Signature

Date

Signature

Date

The following sheets comprise the required schedule of special inspections for this project. The types of construction that require special inspections for this project are as follows:

- | | |
|--|--|
| Soils | Seismic Resistance |
| Wind Resistance | Sprayed Fire-Resistant Materials |
| Concrete | Fire Resistant Penetrations and Joints |
| Structural Steel | |
| Steel Construction Other Than Structural Steel | |

Inspection Agents	Firm	Address
1. Special Inspector		
2. Testing Laboratory		
3. Testing Laboratory		
4. Other		

Note: The qualifications of all personnel performing Special Inspection activities are subject to the approval of the **Building Official**.

The inspection and testing agent shall be engaged by the Owner or by the Registered Design Professional acting as the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

The credentials of all Inspectors and testing technicians shall be provided if requested.

It is recommended that the person administering the Special Inspections program be a Professional Engineer experienced in the design of buildings.

Key for Minimum Qualifications of Inspection Agents (where indicated on Schedules)	
PE	Professional Engineer
IE	Intern Engineer
ACI	American Concrete Institute Certified Concrete Field Testing Technician
AWS	American Welding Society Certified Welding Inspector
ASNT	American Society of Non-Destructive Testing - Level II or III
ICC	International Code Council Certification
NICET	National Institute for Certification in Engineering Technologies Certification

Qualifications of inspection agents may be indicated on the Schedule in instances where the Structural Engineer deems such requirements are appropriate.

REQUIRED SPECIAL INSPECTIONS AND TESTS OF SOILS

VERIFICATION AND INSPECTION	FREQUENCY OF INSPECTION	REFERENCED STANDARD OR SPECIFICATION SECTION	IBC REFERENCE	AGENT
Soils Inspections:		Div. 31 Section "Earth Moving"	§1705.6	
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.	Periodic			
2. Verify excavations are extended to the proper depth and have reached proper material.	Periodic			
3. Perform classification and testing of compacted fill materials.	Periodic			
4. Verify use of proper materials, densities and lift thickness during placement and compaction of compacted fill.	Continuous			
5. Prior to placement of compacted fill, observe subgrade and verify that site has been properly prepared.	Periodic			

Minimum Qualifications for Special Inspector (Agent):

1. Current Level II Certification in geotechnical engineering technology/construction from NICET.
2. Intern Engineer with relevant experience.
3. Professional Engineer with relevant experience.

REQUIRED SPECIAL INSPECTIONS AND TESTS OF CONCRETE CONSTRUCTION

VERIFICATION AND INSPECTION		FREQUENCY OF INSPECTION	REFERENCED STANDARD OR SPECIFICATION SECTION	IBC REFERENCE	AGENT
1.	Inspect reinforcement including placement.	Periodic	ACI 318 Ch 20,25.2,25.3, 26.5.1 – 26.5.3	§1908.4	
2.	Reinforcing Bar Welding: a. Verify weldability of reinforcing bars other than ASTM A706 b. Inspect single-pass fillet welds, maximum 5/16 inch. c. Inspect all other welds.	Periodic Periodic Continuous	AWS D1.4 ACI 318: 26.5.4		
3.	Inspect anchors cast in concrete.	Periodic	ACI 318; 17.8.2		
4.	Inspect anchors post-installed in hardened concrete members. a. Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads. b. Mechanical anchors and adhesive anchors not defined in 4a.	Continuous Periodic	ACI 318: 17.8.2.4 ACI 318: 17.8.2	§1904.1	
5.	Verify use of required design mix.	Periodic	ACI 318: Ch. 19, 26.4.3, 26.4.4	§1904.2 §1908.2 §1908.3	
6.	Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete.	Continuous	ASTM C 172 ASTM C 31 ACI 318: 26.4.5, 26.12		
7.	Inspect concrete placement for proper application techniques.	Continuous	ACI 318: 26.4.5	§1908.6 §1908.7 §1908.8	
8.	Verify maintenance of specified curing temperature and techniques.	Periodic	ACI 318:26.4.7- 26.4.9	§1908.9	
9.	Inspect erection of precast concrete members.	Periodic	ACI 318: Ch. 26.8		
10.	Inspect formwork for shape, location and dimensions of the concrete member being formed.	Periodic	ACI 318: 26.10.1 (b)		

Minimum Qualifications for Special Inspector (Agent):

1. Current ICC Reinforced Concrete Special Inspector or ACI Concrete Construction Inspector.
2. Concrete field testing can be performed by an ACI Concrete Field Testing Technician with Grade 1 certification.
3. Intern Engineer with relevant experience.
4. Professional Engineer with relevant experience.

REQUIRED SPECIAL INSPECTIONS AND TESTS OF STRUCTURAL STEEL CONSTRUCTION

VERIFICATION AND INSPECTION		FREQUENCY OF INSPECTION	REFERENCED STANDARD OR SPECIFICATION SECTION	IBC REFERENCE	AGENT
1.	Review material test reports and certifications.	Continuous			
2.	Prior to Welding: a. Verify welding procedure specifications are available. b. Verify manufacturer certifications for welding consumables are available. c. Verify material type and grade. d. Verify welder identification system. e. Inspect fit-up of groove welds including joint preparation, dimensions, cleanliness, tacking and backing type and fit. f. Inspect configuration and finish of access holes. g. Inspect fit-up of fillet walls including dimensions, cleanliness, and tacking.	Continuous Continuous Periodic Periodic Periodic Periodic Periodic	AISC 360 Table N5.4-1 AISC 360 Table N5.4-1 AISC 360 Table N5.4-1 AISC 360 Table N5.4-1 AISC 360 Table N5.4-1 AISC 360 Table N5.4-1 AISC 360 Table N5.4-1		

**REQUIRED SPECIAL INSPECTIONS AND TESTS OF STRUCTURAL STEEL CONSTRUCTION
(continued)**

VERIFICATION AND INSPECTION	FREQUENCY OF INSPECTION	REFERENCED STANDARD OR SPECIFICATION SECTION	IBC REFERENCE	AGENT
3. During Welding: a. Verify use of qualified welders. b. Verify control and handling of welding consumables including packaging. c. Verify welding is not occurring over cracked tack welds. d. Record environmental conditions including precipitation and temperature. Verify wind speed is within limits. e. Verify that Welding Procedure Specifications are followed including settings on welding equipment, travel speed, selected welding materials, shielding gas type and flow rate, preheat applied, interpass temperature maintained, and proper position. f. Verify welding techniques including interpass and final cleaning, each pass within profile limitations, and each pass meets quality requirements.	Periodic Periodic Periodic Periodic Periodic Periodic	AISC 360 Table N5.4.2 AISC 360 Table N5.4.2 AISC 360 Table N5.4.2 AISC 360 Table N5.4.2 AISC 360 Table N5.4.2 AISC 360 Table N5.4.2		

**REQUIRED SPECIAL INSPECTIONS AND TESTS OF STRUCTURAL STEEL CONSTRUCTION
(continued)**

	VERIFICATION AND INSPECTION	FREQUENCY OF INSPECTION	REFERENCED STANDARD OR SPECIFICATION SECTION	IBC REFERENCE	AGENT
4.	After Welding: a. Inspect cleaning of welds. b. Verify size, length, and location of welds. c. Verify welds meet visual acceptance criteria including crack prohibition, weld/base-metal fusion, crater cross section, weld profiles, weld size, undercut and porosity. d. Inspect arc strikes. e. When welding has been performed in the k-area, visually inspect for cracks within 3 inches of the weld. f. Verify backing and welds tabs are removed. g. Inspect repair activities h. Document acceptance of rejection of welded joint or member.	Periodic Continuous Continuous Continuous Continuous Continuous Continuous Continuous	AISC 360 Table N5.4-3 AISC 360 Table N5.4-3 AISC 360 Table N5.4-3 AISC 360 Table N5.4-3 AISC 360 Table N5.4-3 AISC 360 Table N5.4-3 AISC 360 Table N5.4-3 AISC 360 Table N5.4-3		

**REQUIRED SPECIAL INSPECTIONS AND TESTS OF STRUCTURAL STEEL CONSTRUCTION
(continued)**

VERIFICATION AND INSPECTION	FREQUENCY OF INSPECTION	REFERENCED STANDARD OR SPECIFICATION SECTION	IBC REFERENCE	AGENT
<p>4 Prior to Bolting:</p> <ul style="list-style-type: none"> a. Verify manufacturer's certifications for fastener materials. b. Verify fasteners are marked in accordance with ASTM requirements. c. Verify proper fasteners including grade, type, bolt length and if treads are to be excluded from shear plane. d. Verify proper bolting procedures are used. e. Verify connection elements, including the appropriate faying surface condition and hole preparation meet requirements. f. Observe and document Preinstallation verification testing for fastener assemblies g. Verify proper storage of bolts, nuts, washers and other fastener components. 	<p>Continuous</p> <p>Periodic</p> <p>Periodic</p> <p>Periodic</p> <p>Periodic</p> <p>Periodic</p> <p>Periodic</p>	<p>AISC 360 Table N5.6-1</p> <p>AISC 360 Table N5.6-1</p> <p>AISC 360 Table N5.6-1</p> <p>AISC 360 Table N5.6-1</p> <p>AISC 360 Table N5.6-1</p> <p>AISC 360 Table N5.6-1</p> <p>AISC 360 Table N5.6-1</p>		
<p>5 During Bolting:</p> <ul style="list-style-type: none"> a. Verify position of fastener assemblies. b. Verify joints are brought to the snug-tight condition prior to the pretensioning operation. c. Verify fastener component not turned by the wrench is prevents from rotating. d. Verify fasteners are pretensioned in accordance with the RCSD Specification. 	<p>Periodic</p> <p>Periodic</p> <p>Periodic</p> <p>Periodic</p>	<p>AISC 360 Table N5.6-2</p> <p>AISC 360 Table N5.6-2</p> <p>AISC 360 Table N5.6-2</p> <p>AISC 360 Table N5.6-2</p>		

**REQUIRED SPECIAL INSPECTIONS AND TESTS OF STRUCTURAL STEEL CONSTRUCTION
(continued)**

VERIFICATION AND INSPECTION	FREQUENCY OF INSPECTION	REFERENCED STANDARD OR SPECIFICATION SECTION	IBC REFERENCE	AGENT
6 After Bolting: a. Document acceptance or rejection of bolted connections.	Continuous	AISC 360 Table N5.6-3		
7 Inspect steel elements of composite construction prior to concrete placement including: a. Verify placement and installation of steel headed stud anchors. b. Document acceptance or rejection of steel elements.	Continuous	AISC 360 Table N-6.1		
	Continuous	AISC 360 Table N-6.1		

**REQUIRED SPECIAL INSPECTIONS AND TESTS OF STEEL CONSTRUCTIN OTHER THAN
STRUCTURAL STEEL**

COLD FORMED STEEL DECK

VERIFICATION AND INSPECTION		FREQUENCY OF INSPECTION	REFERENCED STANDARD OR SPECIFICATION SECTION	IBC REFERENCE	AGENT
1.	Verify deck materials are represented by appropriate mill certifications.				
2.	Verify field welding of deck.		AWS D.1,SDI C, SDI NC, and SDI RD		
3.	Verify installation of Mechanical fasteners.		SDI C, SDI NC, SDI RD		
4.	Verify installation of steel deck in accordance with construction documents.				

OPEN-WEB STEEL JOISTS AND JOIST GIRDERS

VERIFICATION AND INSPECTION		FREQUENC Y OF INSPECTION	REFERENCED STANDARD OR SPECIFICATION SECTION	IBC REFERENCE	AGENT
1.	Installation of open-web steel joists and joist girders. a. End connections – welding or bolted. b. Bridging – horizontal or diagonal.	Periodic	SJI Specifications listed in Section 2207.1	1705.2.4	
2.	Standard bridging	Periodic	SJI Specifications listed in Section 2207.1		
3.	Bridging that differs from the SJI specifications listed in Section 2207.1	Periodic			

REQUIRED SPECIAL INSPECTIONS AND TESTS FOR SEISMIC RESISTANCE

VERIFICATION AND INSPECTION		FREQUENCY OF INSPECTION	REFERENCED STANDARD OR SPECIFICATION SECTION	IBC REFERENCE	AGENT
1.	For structural steel in a seismic force resisting system with R=3, refer to section on requirements for structural steel construction.	Period, Continuous		1705.12.1	
2.	Inspect anchorage of other electrical equipment.	Periodic		1705.12.6	
3.	Inspect installation and anchorage of piping systems designed to carry hazardous materials and their associated mechanical units	Periodic		1705.12.6	
4.	Inspect installation and anchorage of ductwork designed to carry hazardous materials	Periodic		1705.12.6	
5.	Inspect installation and anchorage of vibration isolation systems where approved construction documents require a nominal clearance of ¼" or less between the equipment support frame and restraint	Periodic		1705.12.6	

REQUIRED SPECIAL INSPECTIONS AND TESTS OF SPRAYED FIRE-RESISTANT MATERIALS

VERIFICATION AND INSPECTION		FREQUENCY OF INSPECTION	REFERENCED STANDARD OR SPECIFICATION SECTION	IBC REFERENCE	AGENT
1.	Structural Member Surface Conditions.	Periodic, Prior to application of Sprayed Fire Resistant Material	Div. 07 Section "Applied Fireproofing"	§1705.14.2	
2.	Application: Verify substrate temperature.	Continuous	Div. 07 Section "Applied Fireproofing"	§1705.14.3	
3.	Thickness.	Periodic	ASTM E605	§1705.14.4	
4.	Density.	Periodic	ASTM E605	§1705.14.5	
5.	Bond Strength.	Periodic	ASTM E736	§1705.14.6	

Minimum Qualifications for Special Inspector (Agent):

1. Current ICC Spray-Applied Fireproofing certification and one (1) year of relevant experience.
2. Intern Engineer with relevant experience.
3. Professional Engineer with relevant experience.

REFERENCES:

1. ACI 318-11, *Building Code Requirements for Structural Concrete*
2. ACI 530.1 / ASCE 6 / TMS 602 – 11, *Specifications for Masonry Structures*
3. ACI 530 / ASCE 5 / TMS 402 – 118, *Building Code Requirements for Masonry Structures*
4. AISC 360-10, *Specification for Structural Steel Buildings*
5. ASTM A6 – 11, *Specification for General Requirements for Rolled Steel, Structural Steel Bars, Plates, Shapes, and Sheet Piling*
6. ASTM A 36 - 08, *Specification for Carbon Structural Steel*
7. RCSC - 09, *Specification for Structural Joints Using ASTM A325 or A490 Bolts*
8. AWS D1.1 – 10, *Structural Welding Code – Steel*

SECTION 014110 – SPECIAL INSPECTIONS AND TESTING

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Requirements for Contractor.
 - 2. Requirements for Special Inspector.

1.2 DEFINITIONS

- A. Building Official: The officer or other designated authority charged with the administration and enforcement of the building code.
- B. Engineer: The registered Professional Engineer who prepared the Statement of Special Inspections.
- C. Intern Engineer: A graduate of an ABET accredited engineering program who has passed the Fundamentals of Engineering (FE) examination from NCEES, and is registered with a state as an Intern Engineer or an Engineer in Training.
- D. Special Inspection Program Manager: The contact individual for the agency that is providing the special inspection services, who manages the reporting requirements.

1.3 QUALITY ASSURANCE

- A. Special inspections and testing shall be provided in accordance with Chapter 17 of the 2015 International Building Code.
- B. The program of Special Inspection and Testing is a Quality Assurance program intended to ensure that the work is performed in accordance with the Contract Documents.
- C. This specification section is intended to inform the Contractor of the Owner's quality assurance program and extent of the Contractor's responsibilities. This specification section is also intended to notify the Special Inspectors, Testing Laboratory, and other Agents of the Special Inspectors of their requirements and responsibilities.
- D. Required inspections and tests are described in the attached Statement of Special Inspections and in the individual specification sections for the items to be inspected or tested.
- E. The services and quantities of testing specified are approximate and may vary. Actual services and quantities of testing will be determined by the Engineer during the construction period.
- F. The Engineer will determine the locations for taking sample specimens for testing in accordance with the specifications.

1.4 QUALIFICATIONS

- A. The Special Inspectors shall be qualified persons hired directly by the Owner who demonstrate competence to the satisfaction of the Engineer and Building Official.
- B. The testing laboratory shall retain the services of a full time registered Professional Engineer who shall certify all test reports, shall be responsible for the training of the testing technicians and shall be in responsible charge of the field and laboratory testing operations.
- C. Special inspections shall be performed by Special Inspectors who are certified as identified below.
 - 1. Inspectors performing sampling and testing of concrete shall be ACI certified Concrete Field Testing Technicians – Grade 1.
 - 2. Inspectors performing inspections of concrete work such as inspections of concrete placement, batching, reinforcing placement, curing and protection, shall be ACI certified Concrete Construction Inspectors or ICC certified Reinforced Concrete Special Inspectors.

3. Inspectors performing inspections of prestressed concrete work shall have ICC Reinforced Concrete Certification or be an ACI Concrete Field Testing Technician with Grade 1 certification plus one-year relevant experience.
4. Inspectors performing inspections of post-tensioned concrete work shall have a current Post-Tensioning Institute (PTI) certification.
5. Inspectors performing inspections of masonry shall have a current ICC Structural Masonry Certification plus one year of relevant experience.
6. Inspectors performing inspection of welding shall have one of the following certifications:
 - a. AWS Certified Welding Inspector.
 - b. ICC Structural Steel and Welding Certificate plus one year of relevant experience.
 - c. Level II Certification from the American Society for non-destructive Testing (NDT).
 - d. NDT Level III provided previously certified as NDT Level II.
7. Inspectors performing inspections of High-strength Bolting and Steel Frame Inspection shall have ICC Structural Steel and Welding certification and one year of relevant experience.
8. Inspectors performing inspections of excavation and filling; verification of soils; piling and drilled piers; and modular retaining walls shall have a National Institute for Certification in Engineering Technologies (NICET) Level II certification in geotechnical engineering technology/construction.
9. Inspectors performing inspections of spray fireproofing shall have ICC Spray-Applied Fireproofing certification and one year of relevant experience.
10. Special Inspection of smoke control systems shall be agencies which have expertise in fire protection engineering, mechanical engineering and certification as air balancers.
11. Technicians performing standard tests described by specific ASTM Standards shall have training in the performance of such tests and must be able to demonstrate either by oral or written examination competence for the test to be conducted. They shall be under the supervision of a licensed Professional Engineer and shall not be permitted to independently evaluate test results.
12. An Intern Engineer with relevant experience, or a Registered Professional Engineer with relevant experience, is considered qualified to perform any of the inspections identified in the Special Inspection program, with the exception of Welding and Smoke Control Systems.

1.5 SUBMITTALS

- A. The Special Inspectors and Testing Laboratories shall submit to the Engineer and Building Official for review a copy of their qualifications which shall include the names and qualifications of each of the individual inspectors and technicians who will be performing inspections or tests.
- B. The Special Inspectors and Testing Laboratories shall disclose any past or present business relationship or potential conflict of interest with the Contractor or any of the Subcontractors whose work will be inspected or tested.

1.6 PAYMENT

- A. The Owner will engage, at his own expense, the services of the Special Inspectors and Testing Laboratories.
- B. If any materials which require Special Inspections are fabricated in a plant which is not located within 100 miles of the project, the Contractor is responsible for the travel expenses of the Special Inspectors or Testing Laboratories.
- C. The cost of any retesting or reinspection of work which fails to comply with the requirements of the Contract Documents is the responsibility of the Contractor.

1.7 CONTRACTOR RESPONSIBILITIES

- A. Cooperate with the Special Inspectors and Testing Laboratories so that the Special Inspections and testing may be performed without hindrance.
- B. Review the Statement of Special Inspections and be responsible for coordinating and scheduling inspections and tests. Notify the Special Inspectors or Testing Laboratories at least 24 hours in advance of a required inspection or test. Uninspected work that required inspection may be rejected solely on failure of notification.
- C. Provide incidental labor and facilities to provide safe access to the work to be inspected or tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, storage and curing of test samples.
 - 1. Construct a storage box on site of sufficient size to store concrete cylinders which will afford protection as required by ASTM C-31.
 - 2. Provide the laboratory with representative initial samples, in requested quantities.
 - 3. When source, quality or characteristic of an approved material changes or indicates lack of compliance with Contract requirements, submit additional samples of materials to testing laboratory.
 - 4. Patch area where samples are taken for purposes of testing to the satisfaction of the Architect.
- D. Retain the latest set of construction drawings, field sketches, approved shop drawings, and specifications at the project site for use by the inspectors and testing technicians.
- E. The Special Inspection program does not, in any way, relieve the Contractor of his obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control program. All work that is to be subjected to Special Inspections shall first be reviewed by the Contractor's quality control personnel.
- F. The sole responsibility for construction site safety belongs to the Contractor.

1.8 LIMITS ON AUTHORITY

- A. The Special Inspectors or Testing Laboratories may not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
- B. The Special Inspectors or Testing Laboratories will not have control over the Contractor's means and methods of construction.
- C. The Special Inspectors or Testing Laboratories are not responsible for construction site safety.
- D. The Special Inspectors or Testing Laboratories have no authority to stop the work.

1.9 STATEMENT OF SPECIAL INSPECTIONS

- A. The Engineer will prepare the Statement of Special Inspections using the form attached to this Section
- B. Submit the Statement of Special Inspections with the application for Building Permit.

1.10 RECORDS AND REPORTS

- A. Submit daily reports of each inspection or test to the Special Inspection Program Manager. Reports shall include:
 - 1. Date of test or inspection.
 - 2. Name of inspector or technician.
 - 3. Location of specific areas tested or inspected.
 - 4. Description of test or inspection and results.
 - 5. Applicable ASTM standard.
 - 6. Weather conditions.

7. Signature of special inspector or technician.
 - B. The Special Inspection Program Manager shall submit interim reports to the Building Official bi-weekly, which include all inspections and test reports received that week. Provide copies to the Engineer, Architect, Contractor and Construction Manager.
 - C. Any discrepancies from the Contract Documents found during a Special Inspection shall be immediately reported to the Contractor and Construction Manager. If the discrepancies are not brought into compliance with the Contract Documents, the Special Inspector shall notify the Engineer and Building Official. Reports shall document all discrepancies identified and the corrected action taken.
 - D. The Testing Laboratory shall immediately notify the Engineer by telephone or email of any test results that fail to comply with the requirements of the Contract Documents.
 - E. Reports shall be submitted to the Engineer within seven (7) days of the inspection or test. Hand written reports may be submitted if final typed copies are not available.
 - F. Provide a statement to the Engineer at the completion of the work requiring Special Inspections from each inspection agency and testing laboratory that all work was completed in substantial conformance with the Contract Documents and that all appropriate inspections and tests were performed.
- 1.11 FINAL REPORT OF SPECIAL INSPECTIONS
- A. Complete Final Report of Special Inspections by the Special Inspection Program Manager and submit to the Engineer and Building Official prior to the issuance of a Certificate of Use and Occupancy.
 - B. Use C.A.S.E. Form 101 – 2004 for the Final Report of Special Inspections.
 - C. The Final Report of Special Inspections will certify that all required inspections have been performed and will itemize any discrepancies that were not corrected or resolved.

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION (NOT APPLICABLE)

END OF SECTION 014110.0

Appendix B

SECTION 01 4533 – SPECIAL INSPECTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. This section includes: Requirements for Special inspections. The Owner shall employ one or more special inspectors to provide inspections during construction.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the contract Documents requirements.
 - 1. Requirements for the contractor to provide quality-control services required by Architect or Authorities having jurisdiction are not limited by provisions of this section.

1.2 DEFINITIONS

- A. Approved Agency: An established and recognized agency regularly engaged in conducting tests or furnishing inspection services, when such agency has been approved.
 - 1. Independent: An approved agency shall be objective and competent. The agency shall also disclose possible conflicts of interest so that objectivity can be confirmed.
 - 2. Equipment: An approved agency shall have adequate equipment to perform required tests. The equipment shall be periodically calibrated.
 - 3. Personnel: An approved agency shall employ experienced personnel educated in conducting, supervising and evaluating tests and/or inspections.
- B. Special Inspection, Continuous: The full-time observation of work requiring special inspection by an approved special inspector who is present in the area where the work is being performed.
- C. Special Inspection, Periodic: The part-time or intermittent observation of work requiring special inspection by an approved special inspector who is present in the area where the work has been or is being performed and at the completion of the work.
- D. Quality-Assurance Services: Activities, actions and procedures performed before and during execution of the work to guard against defects and deficiencies and ensures that proposed construction complies with requirements.

1.3 REGULATORY REQUIRMENTS

- A. Copies of Regulations: Obtain copies of the following regulations and retain at the project site to be available for reference by parties who have a reasonable need:
 - 1. Building Code of New York State, Chapter 17 “Structural Tests and Special Inspections”. By New York State Department of State, 41 State Street, Albany, New York.

1.4 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
- B. ACI International (ACI)
 - 1. ACI 318/318R (2005) Building Code Requirements for Structural Concrete and Commentary

2. ACI 318M (2005) Metric Building Code Requirements for Structural Concrete and Commentary
 3. ACI 530/530.1 (2005) Building Code Requirements for Masonry Structures
- C. American Institute of Steel Construction (AISC)
1. AISC 341 (2005) Seismic Provisions for Structural Steel Building
 2. AISC 360 (2005) Specification for Structural Steel Buildings
- D. American Society for Testing and Materials (ASTM)
1. ASTM A 435/A 435M (2001) Straight-Beam Ultrasonic Examination of Steel Plates
 2. ASTM A 615/A 615M (2004a) Deformed and Plain Billet-steel Bars for Concrete Reinforcement
 3. ASTM A 898/A 898M (2001) Straight Beam Ultrasonic Examination of Rolled Steel Structural Shapes

1.5 QUALITY ASSURANCE

- A. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in the State of New York and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or products that are similar to those indicated for this Project in material, design, and extent.
- B. Special Inspector: Owner/Owner's Agent shall provide a Special Inspector at the work site for each of the areas of responsibilities, specified below, who shall assist and report to the Owner, Engineer of record and who shall have no duties other than their assigned quality control duties. Special Inspectors are required to be physically present at the construction site to perform the phases of control and prepare documentation for each definable feature of work in their area of responsibility at the frequency specified. Special Inspectors shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirements for Special Inspectors shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.
 2. Concrete:
 - a. Personnel conducting field tests shall be qualified as ACI Concrete Field Testing Technician, Grade 1, according to ACI CP-01 or an equivalent certification program.
 - b. Personnel performing laboratory tests shall be ACI-certified Concrete Strength Testing Technician and Concrete Laboratory Testing Technician - Grade I.
 - c. Testing Agency laboratory supervisor shall be an ACI-certified Concrete Laboratory Testing Technician - Grade II.
 3. Smoke Control Systems:
 - a. Personnel conducting field tests shall be qualified in fire protection engineering, mechanical engineering, and certification as air balancer certified by AABC Test and Balance Technician.
 4. Structural Steel:
 - a. Personnel conducting inspections shall have current ICC Structural Steel and Welding Certification plus one year of relevant experience, or an equivalent certification program.
 5. Welding

- a. Personnel conducting field tests shall be qualified as Certified Welding Inspector (CWI) according to AWS QC1 or an equivalent certification program.

1.6 SPECIAL INSPECTIONS

- A. Inspection of fabricators. Where fabrication of structural load-bearing members and assemblies is being performed on the premises of a fabricator's shop, special inspection of the fabricated items shall be required by this section and as required elsewhere in the code.
- B. Steel construction. The special inspections for steel elements of buildings and structures shall be as required by Section 1704.3 and Table 1704.3 of The New York State Building Code. Where required special inspection of steel shall also comply with Section 1715 of The Building Code of New York State.
- C. Concrete construction. The special inspections and verifications for concrete construction shall be as required by this Section 1704.4 and Table 1704.4 of The Building Code of New York State.
- D. Masonry construction. Masonry construction shall be inspected and evaluated in accordance with the requirements of The Building Code of New York State, depending on the classification of the building or structure or nature of occupancy, as defined by the Building Code of New York State (see Table 1604.5).
- E. Wood construction. Special inspections of the fabrication process of wood structural elements and assemblies shall be in accordance with Section 1704.2. of The Building Code of New York State
- F. Soils. The special inspections for existing site soil conditions fill placement and load-bearing requirements shall follow Section 1704.7.1 through 1704.7.3 of The Building Code of New York State. The approved soils report, required by Section 1802.2 of The Building Code of New York State, shall be used to determine compliance.
- G. Special cases. Special inspections shall be required for proposed work that is, in the opinion of the code enforcement official, unusual in its nature, such as, but not limited to, the following examples:
 1. Construction materials and systems that are alternatives to materials and systems prescribed by this code.
 2. Unusual design applications of materials described in this code.
 3. Materials and systems required to be installed in accordance with additional manufacturer's instructions that prescribe requirements not contained in this code or in standards referenced by this code.
- H. Smoke Control systems. Smoke control systems shall be tested by a special inspector.

1.7 QUALITY ASSURANCE FOR SEISMIC RESISTANCE

- A. Scope: A quality assurance plan for seismic requirements shall be provided in accordance with Section 1705.2 of the New York State building code for the following:
 1. The seismic-force-resisting systems in structures assigned to Seismic Design Category C, D, E or F,
 2. Designated seismic systems in structures assigned to Seismic Design Category D, E or F.
 3. The following additional systems in structures assigned to Seismic Design Category C:
 - a. HVAC ductwork containing hazardous materials, and anchorage of such ductwork
 - b. Piping systems and mechanical units containing flammable, combustible or highly toxic materials

- c. Anchorage of electrical equipment used for emergency or standby power systems.
4. The following additional systems in structures assigned to Seismic Design Category D:
 - a. Systems required for Seismic Design Category C
 - b. Exterior wall panels and their anchorage.
 - c. Suspended ceiling systems and their anchorage
 - d. Access floors and their anchorage
 - e. Steel storage racks and their anchorage, where the importance factor, I_p , determined is equal to 1.5.
5. The following additional systems in structures assigned to Seismic Design Category E or F:
 - a. Systems required for Seismic Design Categories C and D
 - b. Electrical equipment.

1.8 QUALITY ASSURANCE FOR WIND REQUIREMENTS

- A. Scope: When required. A quality assurance plan for wind requirements shall be provided for all structures constructed in the following areas:
1. In wind exposure categories A and B, where the 3-second-gust basic wind speed is 120 mph or greater.
 2. In wind exposure categories C and D, where the 3-second-gust basic wind speed is 110 mph or greater.

1.9 SPECIAL INSPECTIONS FOR SEISMIC RESISTANCE

- A. Special Inspection for seismic resistance: Special inspection as specified in this section is required for the following, where required in Section 1704.1. Special inspections itemized in Section 1707.2 through 1707.8 are required for the following:
1. The seismic-force-resisting systems in structures assigned to Seismic Design Category C, D, E or F,.
 2. Designated seismic systems in structures assigned to Seismic Design Category D, E or F.
 3. Architectural, mechanical and electrical components in structures assigned to Seismic Design Category C, D, E or F.
- B. Structural steel. Continuous special inspection for structural welding in accordance with AISC Seismic.
- C. Structural wood. Continuous special inspection during field gluing operations of elements of the seismic-force-resisting system. Periodic special inspections for nailing, bolting, anchoring and other fastening of components within the seismic-force-resisting system, including drag struts, braces and hold-downs.
- D. Cold-formed steel framing. Periodic special inspections during welding operations of elements of the seismic-force-resisting system. Periodic special inspections for screw attachment, bolting, anchoring and other fastening of components within the seismic-force-resisting system, including struts, braces, and hold-downs.
- E. Storage racks and access floors. Periodic special inspection during the anchorage of access floors and storage racks 8 feet (2438 mm) or greater in height in structures assigned to Seismic Design Category D, E or F.

- F. Architectural components. Periodic special inspection during the erection and fastening of exterior cladding, interior and exterior nonload bearing walls, and veneer in structures assigned to Seismic Design Category D, E or F.
- G. Mechanical and electrical components. Periodic special inspection during the anchorage of electrical equipment for emergency or standby power systems in structures assigned to Seismic Design Category C, D, E or F. Periodic special inspection during the installation of anchorage of other electrical equipment in structures assigned to Seismic Design Category E or F. Periodic special inspection during installation of piping systems intended to carry flammable, combustible, or highly toxic contents and their associated mechanical units in structures assigned to Seismic Design Category C, D, E or F. Periodic special inspection during the installation of HVAC ductwork that will contain hazardous materials in structures assigned to Seismic Design Category C, D, E or F.
- H. Seismic isolation system. Provide periodic special inspection during the fabrication and installation of isolator units and energy dissipation devices if used as part of the seismic isolation system.

1.10 STRUCTURAL TESTING FOR SEISMIC RESISTANCE

- A. Masonry: Testing and verification of masonry materials and assemblies prior to construction shall comply with the requirements of this section, depending on the classification of building or structure or nature of occupancy, as defined in The Building code of New State (see Table 1604.5).
- B. Testing for seismic resistance. The tests specified in Section 1708.3 through 1708.6 of the Building Code of New York State are required for the following:
 - 1. The seismic-force-resisting systems in structures assigned to Seismic Design Category C, D, E or F.
 - 2. Designated seismic systems in structures assigned to Seismic Design Category D, E or F.
 - 3. Architectural, mechanical and electrical components in structures assigned to Seismic Design Category C, D, E or F.
- C. Reinforcing and pre-stressing steel. Certified mill test reports shall be provided for each shipment of reinforcing steel used to resist flexural, shear and axial forces in reinforced concrete intermediate frames, special moment frames and boundary elements of special reinforced concrete or reinforced masonry shear walls. Where ASTM A 615 reinforcing steel is used to resist earthquake-induced flexural and axial forces in special moment frames and in wall boundary elements of shear walls in structures assigned to Seismic Design Category D, E or F, as determined in Section 1616 of the Building Code of New York State, the testing requirements of ACI 318 shall be met. Where ASTM A 615 reinforcing steel is to be welded, chemical tests shall be performed to determine weld ability in accordance with Section 1903.5.2 of the Building code of New York State.
- D. Structural steel. The testing contained in the quality assurance plan shall be as required by AISC Seismic and the additional requirements herein. The acceptance criteria for nondestructive testing shall be as required in AWS D1.1 as specified by the registered design professional. Base metal thicker than 1.5 inches (38 mm), where subject to through-thickness weld shrinkage strains, shall be ultrasonically tested for discontinuities behind and adjacent to such welds after joint completion. Any material discontinuities shall be accepted or rejected on the basis of ASTM A 435 or A 898 (Level 1 Criteria) and criteria as established by the registered design professional(s) in responsible charge and the construction documents.

- E. Mechanical and electrical equipment. Each manufacturer of designated seismic system components shall test or analyze the component and its mounting system or anchorage and shall submit a certificate of compliance for review and acceptance by the registered design professional in responsible charge of the design of the designated seismic system and for approval by the code enforcement official. The evidence of compliance shall be by actual test on a shake table, by three-dimensional shock tests, by an analytical method using dynamic characteristics and forces, by the use of experience data (i.e., historical data demonstrating acceptable seismic performance), or by more rigorous analysis providing for equivalent safety. The special inspector shall examine the designated seismic system and shall determine whether the anchorages and label conform with the evidence of compliance.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 STATEMENT OF SPECIAL INSPECTIONS

- A. Refer to attached form “**Statement of Special Inspections**” at the end of this section.
B. Refer to attached “**Schedule of Special Inspections**” at the end of this section.

3.2 SPECIAL INSPECTION REPORTS

- A. Report requirement: Special Inspectors shall keep records of inspections. The special inspector shall furnish inspection reports to the code enforcement official, and to the registered design professional in responsible charge.
1. Reports shall indicate that work inspected was done in conformance to approved construction documents.
 2. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the code enforcement official and to the registered design professional in responsible charge prior to the completion of that phase of the work.
- B. Periodic Report: On the first day of each month, the special inspector shall furnish to the Architect five copies of the combined progress reports of the special inspector's observations. These progress reports shall list all special inspections of construction or reviews of testing performed during that month, note all uncorrected deficiencies, and describe the corrections made both to these deficiencies and to previously reported deficiencies.
1. Each monthly report shall be signed by all special inspectors who performed special inspections of construction or reviewed testing during that month, regardless of whether they reported any deficiencies.
 2. Each monthly report shall be signed by the Contractor.
- C. Final Report: At completion of construction, each special inspector shall prepare and sign a final report attesting that all work they inspected and all testing and test reports they reviewed were completed in accordance with the approved construction documents and that deficiencies identified were satisfactorily corrected.
1. The Special Inspector shall submit a combined final report containing the signed final reports.

2. The Contractors shall sign the combined final report attesting that all final reports of special inspectors that performed work to comply with these construction documents are contained therein, and that the Contractor has reviewed and approved all of the individual inspector's final reports.
3. Refer to attached form **“Report of Special Inspections”** attached at the end of this section.

END OF SECTION 014533

STATEMENT OF SPECIAL INSPECTIONS

Name of project:

Address or Legal Description:

Owner's Name:

Authority having jurisdiction:

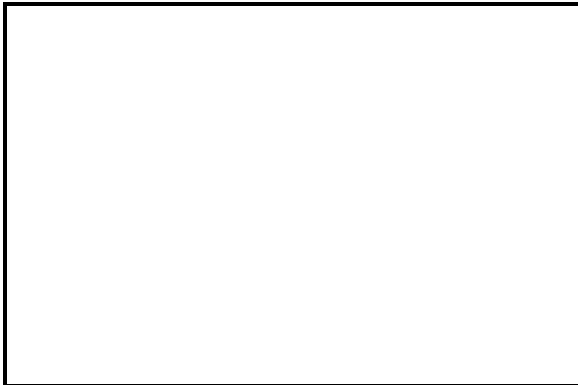
I _____, as the owners _____, or Agent of the owner (contractors may not employ the special inspector), certify that I or architect/engineer of record, will be responsible for employing the special inspector(s) as required by the Building Code of New York State Section 1704 for the construction project located at the site listed above.

Signed:

I _____, as the structural engineer of record, certify that I have prepared the following special inspections program as required by the Building Code of New York State Section 1704 for the construction project located at the site listed above

Printed Name:

Seal



Signature:

Date:

LIST OF WORK REQUIRING SPECIAL INSPECTIONS:

SEE ATTACHED SCHEDULE

SPECIAL INSPECTIONS REPORT

REPORT TYPE:

- Continuous
- Periodic
- Final

WORK / MATERIAL INSPECTED:

PROJECT NAME:

Address or Legal Description:

Owner's Name:

Phone:

Fax:

APPROVED INSPECTION AGENCY:

Address:

Phone:

Fax:

AUTHORITY HAVING JURISDICTION:

Address:

Phone:

Fax:

REGISTER DESIGN PROFESSION OR RECORD:

Address:

Phone:

Fax:

STATEMENT OF CONFORMANCE:

Discrepancies:

- 1. None _____
 - a. Contractor Review:
 - b. Contractor signature:
 - c. Contractor correction:

Outstanding Discrepancies:

- 1. None _____
 - a. Authority Having Jurisdiction review:
 - b. Registered Design Professional review:

SCHEDULE OF SPECIAL INSPECTIONS

INSPECTIONS OF FABRICATORS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	Fabricators Inspections of load bearing members and assemblies	On premises inspection of fabricated items	Required	NA	TBD	Inspection report	1704.2		
Y	Fabricators Detailed fabrication / Quality Control Procedures	Review each Fabricator's quality control procedures	Prior to Fabrication	NA	TBD	Inspection report	1704.2.1		
	Fabricator Certificate Approval	Review Certification of Compliance	Prior to Fabrication	NA	TBD	Submittal of Certificate of Compliance	1704.2.2		
Y	Fabricated Wood structural items	Refer to inspection of fabricators	NA	NA		Statement of Verification	1704.6, Sec. 1704.2		

SCHEDULE OF SPECIAL INSPECTIONS

STEEL CONSTRUCTION

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	Steel construction w/no Welding, thermal cutting or heating	Review each Fabricator's quality control procedures	Prior to Fabrication	NA	NA	Submittal of detailed procedure for material control by the fabricator	1704.3.1	ICC Structural Steel and Welding Certified Inspector	
Y	Welding Fillets	Single pass fillet weld not exceeding 5/16 inch in size	NA	Required	AWS D1.1(1704.3)	Statement of verifying prior qualification , Periodic inspection report, Visual inspection report.	1704.3.2.1, 1704.3	AWS D1.1 (1704.3.1)	
Y	Welding Deck	Floor and roof deck welding	NA	Required	AWS D1.1(1704.3)	Statement of verifying prior qualification , Periodic inspection report, Visual inspection report.	1704.3.2.2, 1704.3	AWS D1.1 (1704.3.1)	

SPECIAL INSPECTIONS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
	Welding Shear studs	Welded studs when used for structural diaphragm	NA	Required	AWS D1.1(1704.3)	Statement of verifying prior qualification , Periodic inspection report, Visual inspection report.	1704.3.2.3, 1704.3	AWS D1.1 (1704.3.1)	
	Welding CFMF	Welded sheet steel for cold-formed steel framing members such as studs at joist	NA	Required	AWS D1.1(1704.3)	Statement of verifying prior qualification , Inspection report, Visual inspection report.	1704.3.2.4, 1704.3	AWS D1.1 (1704.3.1)	
	Welding Stairs	Welding of stairs and railing systems	NA	Required	AWS D1.1(1704.3)	Statement of verifying prior qualification , Inspection report, Visual inspection report.	1704.3.2.5, 1704.3	AWS D1.1 (1704.3.1)	
Y	Steel Frame details	Verify compliance with approved construction documents (shop drawings)	Required	NA	NA	Inspection report	1704.3.2	ICC Structural Steel and Welding Certified Inspector	
Y	High strength bolt	Verification that installation meets AISC specification	NA	Required	AISC Specification	Inspection report	1707.4.3.3	ICC Structural Steel and Welding Certified Inspector	

SPECIAL INSPECTIONS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
	Pre-tensioned bolts pre-installation	Observe the pre-installation testing	Prior to construction	NA	AISC Specification	Inspection report	1704.3.3.1, 1704.3.3.2	ICC Structural Steel and Welding Certified Inspector	
Y	Connecting material	Determine that all plies are drawn together	NA	Required	AISC Specification	Inspection report	1704.3.3.1, 1704.3.3.2	ICC Structural Steel and Welding Certified Inspector	
Y	Pre-tensioned bolts tightness	Monitor installation for tightness	Required, based on method	Required, based on method	AISC Specification	Monitoring reports	1704.3.3.1, 1704.3.3.2, 1704.3.3.3	ICC Structural Steel and Welding Certified Inspector	
Y	Joints required to be Snug tight	Verify material are drawn together	NA	Required	AISC Specification	Monitoring reports	1704.3.3.1, 1704.3.3.2	ICC Structural Steel and Welding Certified Inspector	
Y	Material verification of high-strength bolts, nuts, and washers.	Identification markings to conform to ASTM Standards specified.	NA	Required	Applicable ASTM material specifications; AISC, ASD, Section A3.4; AISC, LRFD, Section A3.3.	Inspection report	Table 1703.3	ICC Structural Steel and Welding Certified Inspector	

SPECIAL INSPECTIONS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	Material verification of high-strength bolts, nuts, and washers.	Manufacturer's certificate of compliance required.	NA	Required	Applicable ASTM material specifications; AISC, ASD, Section A3.4; AISC, LRFD, Section A3.3.	Inspection report, Certificate of Compliance	Table 1703.3	ICC Structural Steel and Welding Certified Inspector	
Y	Inspection of high-strength bolting:	Bearing-type connections.	NA	Required	AISC LRFD Section M2.5	Inspection report	Table 1703.3, 1704.3.3	ICC Structural Steel and Welding Certified Inspector	
Y	Inspection of high-strength bolting:	Slip-critical connections. (moment connections)	Required	Required	AISC LRFD Section M2.5	Inspection report	Table 1703.3, 1704.3.3	ICC Structural Steel and Welding Certified Inspector	
Y	Material verification of structural steel:	Identification markings to conform to ASTM standards specified.	Required	NA	ASTM 6 or ASTM A568	Inspection report	Table 1703.3, 1708.4	ICC Structural Steel and Welding Certified Inspector	
Y	Material verification of structural steel:	Manufacturers' certified mill test reports required.	Required	NA	ASTM 6 or ASTM A568	Inspection report, Certified mill test report	Table 1703.3, 1708.4	ICC Structural Steel and Welding Certified Inspector	

SPECIAL INSPECTIONS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	Material verification of weld filler materials:	Identification markings to conform to AWS specifications.	Required	NA	AISC, ASD, Section A3.6; AISC, LRFD, Section A3.5.	Inspection report	Table 1703.3, 1704.3	ICC Structural Steel and Welding Certified Inspector	
Y	Material verification of weld filler materials:	Manufacturer's certificate of compliance required.	Required	NA	AISC, ASD, Section A3.6; AISC, LRFD, Section A3.5.	Inspection report, Certificate of Compliance	Table 1703.3, 1704.3	ICC Structural Steel and Welding Certified Inspector	
Y	Inspection of welding: Structural Steel	Complete and partial penetration groove welds.	Required	NA	AWS D1.1	Inspection report	Table 1703.3, 1704.3.1	AWS Certified Welding Inspector (CWI)	
Y	Inspection of welding: Structural Steel	Multi-pass fillet welds.	Required	NA	AWS D1.1	Inspection report	Table 1703.3, 1704.3.1	AWS Certified Welding Inspector (CWI)	
Y	Inspection of welding: Structural Steel	Single-pass fillet welds greater than 5/16"	Required	NA	AWS D1.1	Inspection report	Table 1703.3, 1704.3.1	AWS Certified Welding Inspector (CWI)	

SPECIAL INSPECTIONS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	Inspection of welding: Structural Steel	Single-pass fillet welds less than 5/16".	NA	Required	AWS D1.1	Inspection report	Table 1703.3, 1704.3.1	AWS Certified Welding Inspector (CWI)	
Y	Inspection of welding: Structural Steel	Floor and deck welds.	NA	Required	AWS D1.3	Inspection report	Table 1703.3, 1704.3.1	AWS Certified Welding Inspector (CWI)	
	Inspection of welding: Reinforcing steel:	Verification of weld ability of reinforcing steel other than ASTM A 706	NA	Required	AWS D1.4, ACID 318: 3.5.2	Inspection report	Table 1703.3, 1903.5.2	AWS Certified Welding Inspector (CWI)	
	Inspection of welding: Reinforcing steel:	Reinforcing steel-resisting flexural and axial forces in intermediate and special moment frames, and boundary elements of special reinforced concrete shear walls, and shear reinforcement	Required	NA	AWS D1.4, ACID 318: 3.5.2	Inspection report	Table 1703.3, 1903.5.2	AWS Certified Welding Inspector (CWI)	
	Inspection of welding: Reinforcing steel:	Shear reinforcement	Required	NA	AWS D1.4, ACID 318: 3.5.2	Inspection report	Table 1703.3, 1903.5.2	AWS Certified Welding Inspector (CWI)	

CPL Specification
Project #

SPECIAL INSPECTIONS

Job Description
014533-17

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
	Inspection of welding: Reinforcing steel:	Other reinforcing steel	NA	Required	AWS D1.4, ACID 318: 3.5.2	Inspection report	Table 1703.3, 1903.5.2	AWS Certified Welding Inspector (CWI)	
Y	Inspection of steel frame joint details for compliance with the Construction Documents:	Inspect Details such as bracing and stiffening.	NA	Required	NA	Inspection report	Table 1703.3, 1704.3.2	ICC Structural Steel and Welding Certified Inspector	
Y	Inspection of steel frame joint details for compliance with the Construction Documents:	Inspect member locations.	NA	Required	NA	Inspection report	Table 1703.3, 1704.3.2	ICC Structural Steel and Welding Certified Inspector	
Y	Inspection of steel frame joint details for compliance with the Construction Documents:	Inspect application of joint details at each connection.	NA	Required	NA	Inspection report	Table 1703.3, 1704.3.2	ICC Structural Steel and Welding Certified Inspector	
	Material Tests	Test for joist hangers	Required	NA	ASTM D 1761, AFPA NDS	Compliance certification	1715	ICC Structural Steel and Welding Certified Inspector	

CPL Specification
Project #

SPECIAL INSPECTIONS

Job Description
014533-18

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
	Inspection of steel frame joint details for compliance with the Construction Documents:	Vertical load of joist hangers	Required	NA	ASTM D 1761	Compliance certification	1715	ICC Structural Steel and Welding Certified Inspector	
	Inspection of steel frame joint details for compliance with the Construction Documents:	Torsional moment capacity for joist hangers	Required	NA	ASTM D 1761	Compliance certification	1715	ICC Structural Steel and Welding Certified Inspector	
	Inspection of steel frame joint details for compliance with the Construction Documents:	Design value modifications for joist hangers	Required	NA	ASTM D 1761, AFPA NDS	Compliance certification	1715	ICC Structural Steel and Welding Certified Inspector	

SCHEDULE OF SPECIAL INSPECTIONS

CONCRETE CONSTRUCTION

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
	Concrete testing	Absence of test data	NA	NA	Chapter 3 of ACI 318	Statement of conformance	Table 1704.4, 1704.4.1	ICC Reinforced Concrete Special Inspector	
Y	Concrete reinforcement	Inspection of reinforcing steel, including pre-stressing tendons, and placement.	NA	Required	ACID 318:3.5.7.1 – 7.7	Inspection report	Table 1704.4, 1903.5, 1907.1, 1907.7, 1914.4	ICC Reinforced Concrete Special Inspector	
	Concrete reinforcement welding	Inspection of reinforcing steel welding in accordance with Table 1704.3, Item 5B.	Required	NA	AWS D1.4 CERTIFIED 318: 3.5.2	Inspection report	Table 1704.4, 1903.5.2	ICC Reinforced Concrete Special Inspector	
Y	Bolts	Inspect bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased	Required	NA	NA	Inspection report	Table 1704.4, 1911.5	ICC Reinforced Concrete Special Inspector 1	
Y	Design Mix	Verifying use of required design mix.	NA	Required	ACI 318: Ch. 4, 5.2-5.4	Inspection report	Table 1704.4, 1904, 1905.2-1905.4, 1914.2, 1914.3	ICC Reinforced Concrete Special Inspector	

CPL Specification
Project #

SPECIAL INSPECTIONS

Job Description
014533-20

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	Concrete strength	Strength test	Required	NA	ASTM C 31, ASTM C 39	Inspection report	Table 1704.4, 1905.6.3.2, 1905.6.2.1	ICC Reinforced Concrete Special Inspector	
Y	Slump	Sampling fresh concrete and performing slump, air content and determining the temperature of fresh concrete at the time of making specimens for strength tests.	Required	NA	ASTM C 172, ASTM C 31, ACI 318: 5.6, 5.8	Inspection report	Table 1704.4, 1905.6, 1914.10	CERTIFIED-ACI Concrete Field Testing Technician-Grade 1	
	Shotcrete	Inspection of concrete and shotcrete placement for proper application techniques.	Required	NA	ACI 318: 5.9, 5.10	Inspection report	Table 1704.4, 1905.9, 1905.10, 1914.6, 1914.6, 1914.7, 1914.8	ICC Reinforced Concrete Special Inspector	
Y	Curing	Inspection for maintenance of specified curing temperature and techniques.	NA	Required	ACI 318: 5.11-5.13	Inspection report	Table 1704.4, 1905.11, 1905.13, 1914.9	ICC Reinforced Concrete Special Inspector	
	Pre-stressed concrete	Inspect application of pre-stressing forces.	Required	NA	ACI 318: 18.18	Inspection report	Table 1704.4	CERTIFIED-ICC Reinforced Concrete and ICC Prestressed Concrete	

CPL Specification
Project #

SPECIAL INSPECTIONS

Job Description
014533-21

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
	Pre-stressed concrete	Inspect grouting of bonded pre-stressing tendons in the seismic-force-resisting system.	Required	NA	ACI 318: 18.16.4	Inspection report	Table 1704.4		
	Precast	Inspect erection of precast concrete members.	NA	Required	ACI 318: Ch. 16	Inspection report	Table 1704.4		
	In-situ, Concrete strength	Verification of in-situ concrete strength, prior to Stressing of tendons in post-tensioned concrete	NA	Required	ACI 318: 6.2	Inspection report	Table 1704.4, 1906.2		
	In-situ, Concrete strength	Verification of in-situ concrete strength, prior to removal of shores and forms from beams and structural slabs.	NA	Required	ACI 318: 6.2	Inspection report	Table 1713		

SCHEDULE OF SPECIAL INSPECTIONS

MASONRY CONSTRUCTION

LEVEL 1

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	Verify to ensure compliance	Proportions of site prepared mortar.	NA	Required	ACI 530.1/ ASCE 6/ TMS 602 Art. 2.6A	Inspection report	Table 1704.5.1 Level 1 Special inspections	ICC Structural Masonry Certification plus 1 year of relevant experience	
Y	Verify to ensure compliance	Construction of mortar joints.	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.3B	Inspection report	Table 1704.5.1 Level 1 Special inspections		
Y	Verify to ensure compliance	Location of reinforcement and connectors.	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.4 and 3.6A	Inspection report	Table 1704.5.1 Level 1 Special inspections		
	Verify to ensure compliance	Pre-stressing technique.	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.6B	Inspection report	Table 1704.5.1 Level 1 Special inspections		
	Verify to ensure compliance	Grade and size of pre-stressing tendons and anchorages.	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 2.4B	Inspection report	Table 1704.5.1 Level 1 Special inspections		

SPECIAL INSPECTIONS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	The inspection program shall verify	Size and location of structural elements.	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, 3.3G		Table 1704.5.1 Level 1 Special inspections		
Y	The inspection program shall verify	Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction	NA	Required	ACI 530/ ASCE 5/ TMS 402 Sec. 1.15.4, 2.1.2	Inspection report	Table 1704.5.1 Level 1 Special inspections		
Y	The inspection program shall verify	Specified size, grade, and type of reinforcement.	NA	Required	ACI 530/ ASCE 5/ TMS 402 Sec.1.12, ACI 530.1/ ASCE 6/ TMS 602, Art. 2.4, 3.4	Inspection report	Table 1704.5.1 Level 1 Special inspections		
	The inspection program shall verify	Welding of reinforcing bars.	Required		ACI 530/ ASCE 5/ TMS 402 Sec.2.1.8.6, 2.1.8.6.2	Inspection report	Table 1704.5.1 Level 1 Special inspections, Sec. 2108.9.2.11 item2		
Y	The inspection program shall verify	Protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F).	NA	Required	ACI 530/ ASCE 5/ TMS 402 Sec.2104.3, 2104.4, ACI 530.1/ ASCE 6/ TMS 602, Art. 1.8	Inspection report	Table 1704.5.1 Level 1 Special inspections, Sec. 2104.3,2104.4		

SPECIAL INSPECTIONS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	The inspection program shall verify	Application and measurement of pre-stressing force	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.6B	Inspection report	Table 1704.5.1 Level 1 Special inspections		
Y	Prior to grouting verify	Grout space is clean.	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.2D	Inspection report	Table 1704.5.1 Level 1 Special inspections		
Y	Prior to grouting verify	Placement of reinforcement and connectors.	NA	Required	ACI 530/ ASCE 5/ TMS 402 Sec.1.12, ACI 530.1/ ASCE 6/ TMS 602, Art. 3.4	Inspection report	Table 1704.5.1 Level 1 Special inspections		
Y	Prior to grouting verify	Proportions of site-prepared grout.	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 2.6B	Inspection report	Table 1704.5.1 Level 1 Special inspections		
Y	Prior to grouting verify	Construction of mortar joints.	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.3B	Inspection report	Table 1704.5.1 Level 1 Special inspections		

SPECIAL INSPECTIONS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	Grout placement verify	Grout placement shall be verified to ensure compliance with code and construction document provisions.	Required	NA	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.5	Inspection report	Table 1704.5.1 Level 1 Special inspections		
	Grout placement verify	Grouting of pre-stressed bonded tendons.	Required	NA	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.6C	Inspection report	Table 1704.5.1 Level 1 Special inspections		
Y	Preparation of grout observe	Preparation of any required grout specimens, mortar specimens and/or prisms shall be observed.	Required	NA	ACI 530.1/ ASCE 6/ TMS 602, Art. 1.4	Inspection report	Table 1704.5.1 Level 1 Special inspections, Sec. 2105.3, 2105.4, 2105.5		
Y	Document compliance verify	Compliance with required inspection provisions of the construction documents and the approved submittals shall be verified.	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 1.5	Inspection report	Table 1704.5.1 Level 1 Special inspections		

Level 2

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
N	Verify to ensure compliance	Proportions of site prepared mortar, pre-stressing grout for bonded tendons	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 2.6A	Inspection report	Table 1704.5.3 Level 2 Special inspections	ICC Structural Masonry Certification plus 1 year of relevant experience	
N	Verify to ensure compliance	Construction of mortar joints.	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.3B	Inspection report	Table 1704.5.3 Level 2 Special inspections		
N	Verify to ensure compliance	Location of reinforcement and connectors, and pre-stressing tendons and anchorages.	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.4 and ACI 530/ASCE 5/TMS 402, Section 1.12.3	Inspection report	Table 1704.5.3 Level 2 Special inspections		
N	Verify to ensure compliance	Pre-stressing tendon installation	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.6A	Inspection report	Table 1704.5.3 Level 2 Special inspections		
N	Verify to ensure compliance	Grout specs prior to grouting.	Required	NA	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.2D	Inspection report	Table 1704.5.3 Level 2 Special inspections		

SPECIAL INSPECTIONS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
N	Verify to ensure compliance	Grout placement and pre-stressing for bonded tendons	Required	NA	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.5	Inspection report	Table 1704.5.3 Level 2 Special inspections		
N	Verify to ensure compliance	Grouting of pre-stressed bonding tendons	Required	NA	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.6C	Inspection report	Table 1704.5.3 Level 2 Special inspections		
N	The inspection program shall verify	Size and location of structural elements	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.3G	Inspection report	Table 1704.5.3 Level 2 Special inspections		
N	The inspection program shall verify	Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction	Required	NA	ACI 530.1/ ASCE 6/ TMS 602, Section 1.15.4, 2.1.2	Inspection report	Table 1704.5.3 Level 2 Special inspections		
N	The inspection program shall verify	Specified size, grade and type of reinforcement	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 2.4, 3.4, Section 1.12	Inspection report	Table 1704.5.3 Level 2 Special inspections		

SPECIAL INSPECTIONS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
N	The inspection program shall verify	Welding of reinforcing bars	Required	NA	ACI 530/ASCE 5/TMS 402, Section 2.1.8.6, 2.1.8.6.2	Inspection report	Table 1704.5.3 Level 2 Special inspections, Section 2108.9.2.11, Item 2		
N	The inspection program shall verify	Protection of masonry during cold weather (temperature below 40°F) or hot weather (temperature above 90°F).	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 1.8	Inspection report	Table 1704.5.3 Level 2 Special inspections, Section 2104.3, 2104.4		
N	The inspection program shall verify	Application and measurement of pre-stressing force	Required	NA	ACI 530.1/ ASCE 6/ TMS 602, Art. 3.6B	Inspection report	Table 1704.5.3 Level 2 Special inspections		
N	Preparation of grout observe	Preparation of any required grout specimens, mortar specimens and/or prisms shall be observed.	Required	NA	ACI 530.1/ ASCE 6/ TMS 602, Art. 1.4	Inspection report	Table 1704.5.3 Level 2 Special inspections, Sec. 2105.3, 2105.4, 2105.5		
N	Document compliance verify	Compliance with required inspection provisions of the construction documents and the approved submittals shall be verified.	NA	Required	ACI 530.1/ ASCE 6/ TMS 602, Art. 1.5	Inspection report	Table 1704.5.3 Level 2 Special inspections		

SCHEDULE OF SPECIAL INSPECTIONS

SOILS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	Site preparation	Prior to placement of the prepared fill.	Prior to placement	NA	Soil report	Inspection report	1704.1, 1802.2		
Y	Placement of soil	Maximum lift thickness	During placement and compaction of the fill material.	NA	Soil report	Inspection report	1704.1, 1802.2, 1803.4		
Y	Compaction of soil	Evaluate in-place dry density of compacted fill	During placement and compaction of the fill material.	NA	Soil report	Inspection report	1704.1, 1802.2		
Y	Bearing soil testing	Test for soil suitable bearing	Prior to work	NA	Soil report	Inspection report	NA		

CPL Specification
Project #

SPECIAL INSPECTIONS

Job Description
014533-30

SCHEDULE OF SPECIAL INSPECTIONS

PILE FOUNDATIONS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
	Pile Foundations	Observe pile installation and load test	Required	NA		Inspection report	1704.8		

SCHEDULE OF SPECIAL INSPECTIONS

PIER FOUNDATIONS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	Pier Foundations in Seismic zone C,D,E,F	Observe pier installation	Required	NA		Inspection report	1704.9, 1616.3		

SCHEDULE OF SPECIAL INSPECTIONS

WALL PANELS AND VENEERS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
	Wall panels and veneers in seismic cat. E,F	Observe pier installation and test	Required	NA		Inspection report	1704.10, 1616.3, 1704.5		

SCHEDULE OF SPECIAL INSPECTIONS

SPRAYED FIRE-RESISTANT MATERIALS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	Substrate	Inspect structural member surface conditions.	Prior to the application of the sprayed fire-resistant material.	NA	Approved fire-resistance design & manufacturer's written instructions	Inspection report	1704.11.1		
Y	Application	Verify application temperature and manufactures written instructions	Prior to the application of the sprayed fire-resistant material.	NA	Manufactures written instructions	Inspection report	1704.11.2		

CPL Specification
Project #

SPECIAL INSPECTIONS

Job Description
014533-32

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y ROOF	Thickness	Sample inspection of Floor, Roof, and Wall Assemblies:	Average not less than four measurements per 1,000 sf sprayed area on each floor or part thereof.	NA	ASTM E605	Inspection report	1704.11.3.1		
Y	Thickness	Sample inspections, Structural members	Not less than 25 percent of the structural members on each floor	NA	ASTM E605	Inspection report	1704.11.3.2		
Y	Density	Sample inspections, Structural members	Perform density test on all bond strength samples taken	NA	ASTM E605	Inspection report	1704.11.4		
Y ROOF	Bond Strength	Sample inspection, Floor, Roof, and Wall Assemblies:	Not less than one sample per 10,000 sf or part thereof of sprayed area from each floor, roof, and wall assembly in each story.	NA	ASTM E 736	Inspection report	1704.11.5.1		

CPL Specification
Project #

SPECIAL INSPECTIONS

Job Description
014533-33

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	Bond Strength	Sample inspection, Structural framing members:	Not less than one sample for each beam, girder, joist, truss, and column per 10,000 sf of floor area or part thereof in each story.	NA	ASTM E 736	Inspection report	1704.11.5.2		

SCHEDULE OF SPECIAL INSPECTIONS

EXTERIOR INSULATION AND FINISH SYSTEMS (EIFS)

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
	EIFS	Inspection of application	Required	NA	Per manufacturer		1704.12		

CPL Specification
Project #

SPECIAL INSPECTIONS

Job Description
014533-34

SCHEDULE OF SPECIAL INSPECTIONS

SPECIAL CASES

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
	Alternative materials	TBD				Inspection report	1704.13		
	Unusual designs	TBD				Inspection report	1704.13		
	Material not covered in code	TBD				Inspection report	1704.13		

SCHEDULE OF SPECIAL INSPECTIONS

SMOKE CONTROL SYSTEMS

Inspection Required	Material / Work	Scope of Inspection	Frequency of Inspection		Reference Standard	Report type	BCNYS Section	Qualifications	Approved Agency
			Continuous	Periodic					
Y	Smoke control leakage	Test of Leakage and recording of device location.	During erection and before concealment.	NA		Test Report	1704.14.1	Fire protection engineering, Mechanical engineering, and Certification as air balancer.	
Y	Smoke control pressure difference	Testing of Pressure difference testing, flow measurements, and detection and control verification	Prior to occupancy and after sufficient completion.	NA		Test Report	1704.14.1	Fire protection engineering, Mechanical engineering, and Certification as air balancer.	

Appendix C

REQUIRED TERMS AND CONDITIONS FOR ALL CONTRACTS WITH ERIE COUNTY MEDICAL CENTER CORPORATION

1. **AGREEMENT.** By contracting with ECMCC for Services or Products (as herein defined), or by commencement of any Services or shipment of any Products or otherwise contracting with Erie County Medical Center Corporation ("ECMCC"), the contractor, licensor, licensee, lessor, lessee, or any other party to an agreement with ECMCC (the "Contractor"), hereby consents to these terms and conditions (collectively, the "Agreement"). ECMCC is not bound by, and expressly objects to, any terms or conditions (including, but not limited to, any contained in Contractor's quote or sales order acknowledgement) that conflict with those contained within this Agreement unless ECMCC expressly agrees to such terms or conditions in writing. In the event of a conflict between the terms of the Agreement (including any and all attachments thereto and amendments thereof) and the terms of this Agreement, the terms of this Agreement shall control.

Any respondents to an ECMCC-issued request for proposals or bidders to an ECMCC-issued invitation to bid further agree to comply with the terms and conditions of this Agreement and incorporate these terms and conditions into any final agreement with ECMCC prior to commencement of Services or shipment of Products.

2. **NON-ASSIGNMENT.** Pursuant to Section 109 of the General Municipal Law, Contractor may not assign, transfer, convey, sublet or otherwise dispose of this Agreement, or Contractor's right, title, or interest in this Agreement, or Contractor's power to execute this Agreement, to any other person or corporation without ECMCC's prior written consent. In the event that Contractor assigns, transfers, conveys, sublets or otherwise disposes of this Agreement, or Contractor's right, title or interest herein, or his power to execute this Agreement, to any other person or corporation without ECMCC's prior written consent as required by law, ECMCC shall revoke and annul this Agreement, and ECMCC shall be relieved and discharged from any and all liability and obligations arising out of this Agreement to Contractor and to the person or corporation to which this Agreement shall have been assigned, transferred, conveyed, sublet or otherwise disposed of, and Contractor, and his assignees, transferees or sublessees shall forfeit and lose all moneys, theretofore earned under this Agreement, except so much as may be required to pay Contractor's employees. The provisions of this section shall not hinder, prevent, or affect an assignment by Contractor for the benefit of his creditors made pursuant to New York State law.

3. **NON-DISCRIMINATION REQUIREMENTS.** In accordance with 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, sexual orientation, national origin, age, disability, or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if the Contract is for the construction, alteration, and/or repair of any public building and/or public work and/or for the manufacture, sale, and/or distribution of materials, equipment, and/or supplies, and to the extent that the 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; and/or (b) discriminate against or intimidate any employee hired for the performance of work under the Contract.

4. **WAGE AND HOUR REQUIREMENTS.** If this Agreement 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 New York State Department of Labor (the "DOL"). 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 DOL in accordance with the Labor Law. Additionally, if this is a public work contract covered by Article 8 of the Labor Law, 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 ECMCC of any ECMCC-approved sums due and owing for work performed.

5. **WORKERS' COMPENSATION BENEFITS.** This Agreement 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.

6. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge and agree that Contractor is an independent contractor of ECMCC, and that this Agreement does not create an employment relationship between ECMCC and Contractor or between ECMCC and any person performing Services or by or on behalf of Contractor. None of the provisions of this Agreement shall be construed or be deemed to create a relationship of agency, partnership, joint venture, ownership, control or employment between the parties other than that of independent parties contracting solely for the purpose of effectuating this Agreement.

7. **DELIVERY OF PRODUCTS.** Products to be delivered by Contractor to ECMCC shall be made FOB destination, prepaid and invoiced.

8. **CREDENTIALING.**

8.1. General. Contractor must comply with ECMCC's vendor credentialing requirements in order for its employees and subcontractors to be granted access to their respective facilities. All costs associated with Contractor's compliance with the vendor credentialing requirements will be borne solely by Contractor.

8.2 Employee or Subcontractor not Normally at ECMCC. For any employee and subcontractor of Contractor not normally conducting business at ECMCC's facilities, in the event the employee or subcontractor is on either respective campuses, ECMCC may permit such employee or subcontractor not to be credentialed in accordance with this Section so long as he or she is escorted by an employee of ECMCC in patient care areas at all times.

8.3 Signature Requirement. At ECMCC's facilities, each of Contractor's employees and subcontractors will be required to sign a document indicating that he or she has complied with the terms of subsection (c) above and will be given a badge which he or she must wear on full display at all times when at the facility and be returned upon departure from the facility.

8.4 Removal of Employee or Subcontractor. During the term of this Agreement, ECMCC may immediately remove any of Contractor's employees or subcontractors from any of ECMCC's facilities, if ECMCC believes, in its sole discretion, that such employee or subcontractor may (i) pose a risk to the health, safety or medical condition of any employee, patient or patron of ECMCC or (ii) interfere with the business or operations of ECMCC. In the event ECMCC removes any of Contractor's employees or subcontractors in accordance with the preceding sentence, ECMCC may request a meeting with Contractor to discuss (A) the basis for ECMCC's determination to remove the employee or subcontractor and (B) whether ECMCC will re-grant the employee or subcontractor access to ECMCC's facilities or will permanently bar the employee or subcontractor from access to ECMCC's facilities (which ECMCC will determine in its sole discretion).

8.5 Audit. During the term of this Agreement, Contractor will be subject to audit(s) to ensure its compliance with the credentialing requirements contained in this Agreement. Upon Contractor's failure to comply with any of these requirements, ECMCC may (i) terminate this Agreement or (ii) require Contractor to comply with more stringent credentialing requirements.

9. **SET-OFF RIGHTS.** ECMCC shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the option to withhold for the purposes of set-off any moneys due to the Contractor under the Contract up to any amounts owing to ECMCC which

are past due, with regard to the Contract, any other contract with ECMCC.

10. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of New York. Each of the parties to this Agreement consents and submits to the exclusive jurisdiction and venue of the state and federal courts located in the County of Erie, New York.

11. **ARBITRATION.** Disputes under \$100,000 involving this Contract, including the breach or alleged breach thereof, must be submitted to a single arbitrator to be chosen by ECMCC.

12. **INDEMNIFICATION.** Contractor shall be responsible, without limitation, for any liabilities, losses, claims, damages, suits, and expenses whatsoever, including costs of enforcement and reasonable attorney's fees, caused to ECMCC, and to indemnify ECMCC for claims of third parties asserted against ECMCC, to the extent attributable to or caused by the negligence, willful misconduct, product liability, breach of contract or warranty of Contractor, or an allegation that arises from services provided by Contractor, whether individually or in combination with any other work, infringes upon, violates, or misappropriates any third party's patent, trademark, copyright, proprietary, and/or any other intellectual property rights.

13. **INSURANCE.** Contractor shall obtain and maintain, at its expense, adequate (as determined by ECMCC) insurance in the amounts as set forth in Appendix D.

14. **COMPLIANCE.** While on ECMCC property, Contractor shall abide by all applicable ECMCC rules, regulations, policies and procedures that are posted on ECMCC property or otherwise made known to Contractor. Contractor shall comply with all applicable requirements of the Joint Commission on Accreditation of Healthcare Organizations when providing services to ECMCC. Where Contractor will be performing services within the Clinical or Patient Areas of ECMCC, Contractor shall provide the following to ECMCC: (i) proof of current immunizations; (ii) verification of credentials (if applicable); (iii) a copy of the current job description; and (iv) a copy of its annual employment evaluation (if applicable).

15. **COMPLIANCE WITH HEALTH LAWS.** Contractor must comply with all applicable laws, rules or regulations, including, but not limited to, 42 U.S.C. 1395nn, and the regulations promulgated thereunder (the "Stark Law"), 42 U.S.C 1320a-7b, and regulations promulgated thereunder (the "Anti-kickback Law"), and the Health Insurance Portability and Accountability Act and its regulations ("HIPAA"). If Protected Health Information, as defined by HIPAA, is exchanged between the parties, and Contractor is not a Covered Entity as defined by HIPAA, Contractor agrees simultaneous with any agreement to also enter into ECMCC's standard business associate agreement.

16. **CONFIDENTIALITY.** The parties acknowledge and agree that the existence of this Agreement, and its terms and conditions are strictly confidential. The parties agree that the terms of this Agreement and any negotiations may not be disclosed, in whole or in part, to any third party, except to each party's attorneys and professional advisors who have a need to know, provided that such attorneys and advisors also agree to be bound by this confidentiality and non-disclosure provision. Notwithstanding the foregoing, the terms, conditions, and negotiations may be disclosed (i) pursuant to a judicial subpoena or proper regulatory request for information from a governmental entity with authority over the affairs of any of the parties to the agreement, (ii) when requested pursuant to Freedom of Information Law requests, provided such terms are not protected from disclosure by the New York Public Officers Law, and (iii) to the extent reasonably required by any party to perform, compel performance, or enforce any provision of the agreement.

17. **TRAVEL EXPENSE REIMBURSEMENT.** Contractor expenses must be approved by ECMCC in advance and will be reimbursed at actual costs. Reimbursement for actual costs for meals and incidental expenses may not exceed the per diem amounts for Buffalo, New York at set by the current GSA schedule ("GSA Limits"). Air travel expenses may include only coach air fare; no charges for seat upgrades or seat preferences will be reimbursed. Overnight accommodations will be direct billed to ECMCC. If accommodations are not available at a hotel that has a direct bill arrangement with ECMCC,

then hotel rates not to exceed GSA Limits for Buffalo, New York will be reimbursed. Receipts for any costs to be reimbursed must be submitted within 30 days of the month incurred.

18. **TERMINATION.** The Agreement shall be subject to termination at the election of ECMCC upon 30 days prior written notice. Upon such termination, ECMCC shall pay to Contractor all compensation earned up to the date of termination in accordance with the compensation fees listed in the Agreement. Other than as set forth in the Agreement and except in the event of a breach of this Appendix C or any provisions of the Agreement, upon the effective date of any termination by either party, the parties shall have no further obligations to each other.

19. **EQUAL EMPLOYMENT OPPORTUNITIES.**

19.1 Contractor and its subcontractors shall undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

19.2 Prior to the award of a contract, the Contractor shall submit an equal employment opportunity ("EEO") policy statement to ECMCC.

19.3 As a part of the Contractor's EEO policy statement, the Contractor, as a precondition to entering into a valid and binding Agreement, shall agree to the following in the performance of the Agreement:

- (i) Contractor will not discriminate against any employee or applicant for employment, will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on the Agreement.
- (ii) Contractor shall state in all solicitations or advertisements for employees that, in the performance of the Agreement, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status;
- (iii) At the request of ECMCC, 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, and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.

20. **MINORITY AND WOMEN-OWNED BUSINESS ENTERPRISES AND SERVICE-DISABLED VETERAN-OWNED BUSINESSES.** Contractor agrees to comply with New York State Executive Law Articles 15-A and 17 and 5 NYCRR Parts 142-144 and 9 NYCRR 252 ("MWBE and SDVOB Laws"), if applicable. Also when applicable, Contractor must provide and comply with M/WBE and SDVOB Utilization Plans which have been approved by ECMCC's Office of M/WBE Compliance. In the event that Contractor willfully and intentionally fails to comply with the M/WBE and SDVOB Laws and/or the MWBE and SDVOB Utilization Plans, Contractor shall be obligated to pay liquidated damages, calculated as an amount equaling the difference between: (i) all sums identified for payment to MWBEs or SDVOBs had Contractor achieved the MWBE or SDVOB goals; and (ii) all sums actually paid to MWBEs or SDVOBs for work performed or materials supplied under this Agreement. 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.

21. **WORKFORCE REPORTING.** Per New York Executive Law and Executive Order Number 162, Contractor and any of its subcontractors shall submit a quarterly Workforce Employment Utilization Report reflecting the entirety of Contractor and its subcontractors' workforces performing work on this Agreement and located within New York State, as well as the salaries of any such employees.

22. **NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based on the submission of competitive bids, Contractor affirms, under penalty of perjury, and each person signing on behalf of Contractor, 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 belief 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 it to ECMCC a non-collusive bidding certification on Contractor's behalf.

23. **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.

24. **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 ECMCC and its representatives and entities 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. ECMCC 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 ECMCC 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, ECMCC's or the State's right to discovery in any pending or future litigation.

25. **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 ECMCC, in writing, of each and every change of address to which service of process can be made. Service by ECMCC to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond. A copy of all notices to ECMCC shall be provided to: Office of General Counsel, Erie County Medical Center Corporation, 462 Grider Street, Buffalo, New York 14215.

26. **TAXES.** Bills and proposals to ECMCC shall not include charges for any Federal, State or local excise, sales, transportation or other tax, unless Federal or State law specifically levies such tax on purchases made by ECMCC. ECMCC's purchase order serves as required evidence of its exempt status. Any applicable taxes from which ECMCC is not exempt shall be listed separately as cost elements and added into the total net price.

Appendix D

INSURANCE REQUIREMENTS

1. **Insurance to be Maintained By Contractor.** Prior to providing services under this Agreement, Contractor, at its own cost and expense, shall procure and maintain insurance for the coverages listed below, written for not less than the limits specified for each coverage or required by law, whichever is greater (except that if Contractor procures any policy limits greater than the amounts required herein, then the higher limits shall apply as though stated and required herein) and including the provisions enumerated below:

1.1 Professional Liability

Occurrence coverage	\$1,300,000 per occurrence
General Aggregate	\$3,900,000

Professional liability insurance coverage shall provide "occurrence" coverage; provided however if such coverage is "claims made" coverage, it must include tail coverage for at least two and one-half (2 ½) years after this Agreement terminates or expires.

1.2. Commercial General Liability

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Personal Injury Limit	\$1,000,000 each person
General Aggregate	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000

Coverage is to apply on an occurrence basis only. No endorsement or modification of this policy limiting the scope of coverage for Contractual Liability, Products/Completed Operations, Pollution or Personal Injury shall be permitted. In addition, no designated Premises/Operations limitation shall be permitted.

1.3. Automobile Liability

Owned, Hired and Non-Owned Autos

Combined Single Limit for Bodily Injury and Property Damage	\$1,000,000 each accident
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1.4. Workers' Compensation & Employers' Liability and New York Disability Benefits

Statutory coverage complying with the law of each state in which Contractor's employees are headquartered, working, or domiciled with Employers' Liability limits of not less than \$1,000,000 Each Accident and \$1,000,000 Each Employee for Disease and \$1,000,000 Policy Limit for Disease, or the minimum level required by Contractor's Excess Umbrella Liability insurance company, whichever is greater and New York Disability Benefits Law.

1.5. Cyber Liability

Any contract awarded where electronic information/data, including Protected Health Information (as defined under HIPAA) is being exchanged between ECMCC and the Contractor or stored by Contractor on behalf of ECMCC will require cyber liability insurance as described below. In addition to the insurance below, the Contractor/Vendor must demonstrate use of a secure server and password-protected email. In some circumstances coverage to include Internet Media Liability and/or Cyber Extortion Coverage, including Regulatory Proceeding and Breach Costs

Cyber Liability Insurance Limits	\$5,000,000 per claim
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1.6 Umbrella or Excess Follow Form

Combined Single Limit for Bodily Injury and Property Damage	\$5,000,000 each occurrence \$5,000,000 aggregate
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Coverage is to apply on an occurrence basis only; in excess of the other Liability coverages required in 1.1, 1.2, 1.3, 1.4 and 1.5 above and shall be no more restrictive than such scheduled underlying insurance. **NOTE:** Any combination of primary and excess limits is acceptable as long as the total limits achieved are at least equal to the total limits achieved by the above described combination of primary and excess layers.

1.7. Pollution Legal Liability

Any contractor performing environmental work shall have in effect Pollution Legal Liability or Contractors Site Pollution Liability insurance coverage with an insuring limit of no less than \$5,000,000 per claim and a \$5,000,000 aggregate. Contractor shall name ECMCC and its respective officers, employees and agents as Additional Insured on this policy.

1.8. Additional Insureds

ECMCC and its respective officers, employees and agents shall be named as Additional Insureds, using ISO Form CG 20 10 11 85 or its equivalent, under the policies required in 1.2, 1.3 and 1.5 providing coverage for both ongoing and completed operations. The insurance protection afforded to ECMCC under such policies shall apply on a primary basis and any insurance (or self-insurance program) maintained by ECMCC shall not contribute with the insurance afforded to ECMCC as an Additional Insured.

1.9. Financial Rating of Insurers

The insurance companies providing the required coverages shall be licensed to do so in New York State, and shall be rated no lower than "A-" by the most recent Best's Key Rating Guide or Best's Agent's Guide, and shall have a Best's Financial Size Category of not less than VIII, unless otherwise agreed to by ECMCC.

1.10. Notice of Cancellation, etc.

Contractor is hereby obligated to e-mail or fax to ECMCC a copy of any cancellation or non-renewal notice received from the insurer for any policy affording the coverages required herein within five days of Contractor's receipt of same. Contractor further agrees to provide ECMCC with 30 days advance written notice of cancellation, non-renewal or material reduction in coverage initiated by Contractor with respect to any of the required insurance coverages. For the purpose of this provision, material reduction in coverage shall mean any change or reduction in the scope of insurance coverage that adversely affects the protection that would otherwise be available to ECMCC.

1.11. Deductibles or Self-Insured Retentions

Deductibles or self-insured retentions shall be permitted with the understanding that Contractor (and not ECMCC) shall be responsible for such deductible or self-insured retention.

1.12. General Provisions

Cross-Liability. If the Contractor's liability policies do not contain the standard ISO separation of insureds provision, or an equivalent clause, such policies shall be endorsed to provide cross-liability coverage.

Claims-Made Coverage. For any liability coverages maintained on a claims-made basis, the following provisions apply unless otherwise agreed to by ECMCC:

- i. If the claims-made coverage terms designate a specific retroactive date, Contractor shall maintain a retroactive date which is not later than the earlier of (a) the date of the commencement of the term of this Agreement, or (b) the original coverage retroactive date for Contractor's first claims-made policy for each and every coverage provided on a claims-made basis;
- ii. For the duration of this Agreement, or any subsequent renewals, if the retroactive date is advanced or if the policy is materially changed, cancelled or not renewed, Contractor shall purchase, at its own expense, an extended reporting period endorsement. This endorsement must provide an extended reporting period ("tail" coverage) of three years or the minimum as prescribed by the Insurance Department of the State of New York, whichever is greater;
- iii. Upon termination of the services provided to ECMCC by Contractor, Contractor shall maintain such claims-made coverage without interruption for three years or a period of time equal to the length of any extended reporting period requirement as specified above, whichever is greater (the extended term of protection). If the retroactive date is advanced or if the policy is materially changed, cancelled or not renewed during this period of time, Contractor shall purchase, at its own expense, an extended reporting period endorsement covering a term of three years or the minimum as prescribed by the Insurance Department of the State of New York, whichever is greater. It is understood that the length of this extended reporting period endorsement may be reduced to coincide with any time remaining in the extended term of protection.

1.13. Evidence of Insurance. Contractor shall deliver to ECMCC, prior to commencement of the work, Certificates of Insurance acceptable to ECMCC certifying that policies of insurance for the required coverages have been issued and are in effect and comply with the requirements herein. Upon expiration or cancellation of any policy during the period the coverages under such policy are required to be maintained, Contractor shall immediately deliver to ECMCC a Certificate of Insurance evidencing proper renewal or replacement of the policy.

1.13.1 Certificates evidencing Liability coverage under which ECMCC is required to be named as an Additional Insured must state that "Erie County Medical Center Corporation and its respective officers, employees and agents are included as Additional Insureds on a primary and non-contributory basis with respect to any other insurance or self-insurance programs afforded to, or maintained by, Erie County Medical Center Corporation." The certificate must specify the policies under which such Additional Insured status has been granted and a copy of the Additional Insured Endorsement(s) or Policy Provision(s) that grant(s) the required Additional Insured status must be attached to the certificate. A Waiver of Subrogation in favor of ECMCC shall also be included under the General Liability, Workers Compensation, Automobile and Umbrella Liability coverages and evidence on the certificate of insurance.

1.13.2 Certificates must specify the applicable retroactive date of any claims-made coverage being evidenced.

1.13.3 Failure of ECMCC to demand such Certificate of Insurance or failure of ECMCC to identify a deficiency in a certificate that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

1.13.4 ECMCC shall have the right, but not the obligation, to prohibit Contractor from providing services/products/equipment and/or entering the premises until such

certificate indicating full compliance with the requirements herein has been received and approved by ECMCC.

- 1.13.5 Certificates of Insurance shall be issued and sent to Erie County Medical Center Corporation, Office of General Counsel, 462 Grider Street, Buffalo, New York 14215.
- 1.14. Failure to Secure and Maintain Insurance. Contractor acknowledges that failure to secure the above-specified insurance constitutes a material breach of this Agreement and subjects Contractor to liability for damages and all other legal remedies available to ECMCC. Contractor further acknowledges that procurement of the insurance coverage and limits required herein shall not limit the extent of Contractor's other responsibilities and liabilities specified within the Agreement between ECMCC and Contractor or by law.
- 1.15. Adequacy of Insurance. ECMCC does not in any way represent that the insurance specified herein, whether in scope of coverage or limits of coverage, is adequate or sufficient to protect the business or interest of Contractor.

EXHIBIT A

ERIE COUNTY MEDICAL CENTER CORPORATION MWBE, SDVOB AND EEO PROGRAM REQUIREMENTS

I. General Provisions

- A. ECMCC is required to implement the provisions of New York State Executive Law Article 15-A and Article 17-B, as well as 5 NYCRR Parts 142-144 (“MWBE Regulations”) and 9 NYCRR Part 252 (“SDVOB Regulations”) for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.
- B. Upon responding to this RFP, the successful respondent (the “Respondent”) agrees, in addition to any other nondiscrimination provision within the resulting contract (the “Contract”) and at no additional cost to the ECMCC, to fully comply and cooperate with ECMCC in the implementation of New York State Executive Law Article 15-A and Article 17-B. These requirements include equal employment opportunities for minority group members and women (“EEO”) and contracting opportunities for New York State certified minority and women-owned business enterprises (“MWBEs”) and service-disabled veteran-owned businesses (“SDVOBs”). Respondent’s demonstration of “good faith efforts” pursuant to 5 NYCRR §142.8 and 9 NYCRR §252.2 shall be a part of these requirements, though demonstration of good faith efforts is not a substitute for meeting the M/WBE and SDVOB participation requirements placed on the contract. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state or local laws.
- C. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of Contract, leading to the disqualification of respondent, the withholding of funds, or such other actions, liquidated damages pursuant to Section VIII of this Exhibit or enforcement proceedings as allowed by the Contract.

II. MWBE Contract Requirements

- A. For purposes of this RFP and Contract, ECMCC hereby establishes an overall minimum requirement of 30% for Minority and Women-Owned Business Enterprises (“MWBE”), comprised of specific requirements of 20% for Minority-Owned Business Enterprises (“MBE”) participation and 10% for Women-Owned Business Enterprises (“WBE”) participation.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE requirements established herein, Respondents should reference the directory of New York State Certified MBWEs found at the following internet address:

<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

Additionally, Respondent is encouraged to contact ECMCC’s MWBE Coordinator at (716) 898-4947 and the Division of Minority and Woman Business Development at (518) 292-

EXHIBIT A

5250, (212) 803-2414, or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

III. MWBE Utilization Plans

- A. Respondents must submit a fully-executed MWBE utilization plan (the "Utilization Plan"), attached as Exhibit A-2, at the time of proposal submission in response to an RFP, or, in the case of an invitation for bids, within 48 hours of notification by ECMCC that Respondent is the apparent low responsible bidder. ECMCC reserves the right to disqualify any Respondent who fails to submit a fully executed MWBE Utilization Plan with its proposal. The Utilization Plan shall minimally include:
1. the name, address and telephone number of the Respondent;
 2. the Federal identification number of the Respondent;
 3. the names, addresses, and federal identification numbers of certified MWBEs which the Respondent intends to use to perform a commercially useful function on the Contract and a description of the Contract scope of work which the Respondent intends to structure to achieve maximum feasible participation pursuant to the prescribed MWBE requirements;
 4. the percentage or, if known, actual dollar amounts to be paid to and performance dates of each component of a State contract which the Respondent intends to be performed by a certified MWBE; and
 5. a statement that the utilization of certified MWBEs for non-commercially useful functions may not be counted towards utilization of certified MWBEs in the utilization plan.
- B. By signing the Utilization Plan, the Respondent acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a Contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Respondent agrees to utilize the MWBEs listed in the MWBE Utilization Plan for the performance on the Contract. Any modifications or changes to the agreed participation by MWBEs after the Contract award and during the term of the Contract must be reported on a revised MWBE Utilization Plan and submitted to ECMCC for subsequent review and approval.
- C. ECMCC will review the Respondent's submitted Utilization Plan, and, will issue a written notice of acceptance or deficiency in meeting the MWBE requirements regarding the Utilization Plan. The Respondent must provide a written remedy in response to the notice of deficiency in the form of a revised utilization plan within five (5) business days of receipt of the notice. If the written remedy that is submitted is not timely or is found by ECMCC to be inadequate, ECMCC shall notify the respondent and may, pursuant to 5 NYCRR 142.6(f), at its discretion direct the Respondent to submit, within five (5) business days of notification by ECMCC, a request for a partial or total waiver of MWBE participation requirements in the format described in 5 NYCRR 142.7. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.

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- D. Where ECMCC determines, after having given notice of deficiency pursuant to 5 NYCRR 142.6(c), that a Respondent has failed to submit an acceptable utilization plan or satisfactorily document its good faith efforts, ECMCC may proceed with awarding to the next lowest bidder or the next ranked Respondent:
1. Twelve (12) days after sending the notice of deficiency to the Respondent, and ECMCC has not received a request for an administrative hearing from the Respondent, or
 2. After the mailing of a notice of disqualification, specifying the grounds for such disqualification, and no timely complaint has been served pursuant to this subsection, or timely complaint was served and ECMCC has received a written notification of a resolution regarding the complaint from New York State.
- A Respondent who has received a written notice of disqualification may, within five (5) days of receipt of such a notice, file a complaint with New York State pursuant to Section 316 of the Executive Law. The Respondent shall serve a copy of its complaint upon New York State and ECMCC by personal service or certified mail, return receipt requested.
- E. ECMCC may disqualify a Respondent's bid or proposal as being non-responsive under the following circumstances:
1. If a Respondent fails to submit a fully executed MWBE Utilization Plan;
 2. If a Respondent fails to timely submit a written remedy in the form of a revised utilization plan to a notice of deficiency;
 3. If a Respondent fails to submit a request for waiver upon request by ECMCC; or
 4. If ECMCC determines that the Respondent has failed to document good faith efforts.
- F. The Respondent agrees that a failure to comply with the utilization of the MWBEs as agreed in such MWBE Utilization Plan during the performance of the Contract shall constitute a material breach of the terms of the Contract, unless a new utilization plan has otherwise been approved by ECMCC. Upon the occurrence of such a material breach, ECMCC shall be entitled to any remedy provided herein. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Respondent acknowledges that if after award of Contract the Respondent is found to have willfully and intentionally failed to comply with the MWBE participation requirements set forth in the Contract, such a finding constitutes a breach of Contract and the Respondent shall be liable to ECMCC for liquidated or other appropriate damages, as set forth herein.
- G. Pursuant to 5 NYCRR §142.8, Respondents must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. Such documented efforts shall include, at a minimum:
1. Copies of its solicitations of certified MWBEs and any responses thereto;

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2. If responses to the Respondent's solicitations were received, but a certified MWBE was not selected, the specific reasons that such MWBE was not selected;
3. Copies of any advertisements for participation by certified MWBEs timely published in appropriate general circulation, trade and minority- or women-oriented publications, together with the listing(s) and date(s) of the publication of such advertisements;
4. The dates of attendance at any pre-bid, pre-award, or other meetings, if any, scheduled by ECMCC, with MWBEs which ECMCC determined were capable of performing the Contract scope of work for the purpose of fulfilling the Contract participation goals; and
5. Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified MWBEs.

ECMCC may also consider other factors, including those contained in 5 NYCRR §142.8, in determining whether the Respondent has satisfactorily documented good faith efforts.

- H. Where the MWBE performs a function or service which fails to serve a commercially useful function relating to the contract, no credit will be granted toward the utilization requirement. An MWBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved. To perform a commercially useful function, the MWBE must also be responsible, with respect to materials and supplies used on the contract, for negotiating price, determining quality and quantity, ordering the material, and installing, where applicable, and paying for the material itself. An MWBE does not perform a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of participation.

Factors to be used in assessing whether a MWBE is performing a commercially useful function include: (1) the amount of work subcontracted; (2) industry practices; (3) whether the amount the MWBE is to be paid under the contract is commensurate with the work it is to perform; and (4) the credit claimed towards MWBE utilization goals for the performance of the work by the MWBE.

- I. MWBE utilization crediting standards credit brokers only for their commission, or markup percentage, for the items they broker. Bona fide suppliers supplier are credited at 60% of the total contract value. Respondents should contact ECMCC's MWBE Coordinator if they are unclear on whether a potential MWBE's should be reduced for supplier or broker credits.

IV. Equal Employment Opportunity (EEO)

- A. The Respondent agrees to be bound by the provisions of Article 15-A and the corresponding MWBE regulations. If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements.

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- B. Respondent shall comply with the following provisions of Article 15-A:
1. Respondent and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.
 2. The Respondent shall submit an EEO policy statement, attached as Exhibit A-1, to ECMCC within forty-eight (48) hours after the date of the notice by ECMCC to award the Contract to the Respondent.
 3. If Respondent does not have an existing EEO policy statement, Respondent may adopt the attached model statement (Minority and Women-Owned Business Enterprises Equal Employment Opportunity Policy Statement).
 4. The Respondent's EEO policy statement shall include the following language:
 - a. The Respondent will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
 - b. The Respondent shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
 - c. The Respondent 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 Respondent's obligations herein.
 - d. The Respondent will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

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C. Workforce Employment Utilization Report

1. Once a Contract has been awarded and during the term of Contract, Respondent is responsible for submitting a workforce employment utilization report (the "Workforce Report") to ECMCC, in a format to be provided by ECMCC, of the work force actually utilized on the Contract, broken down by specified ethnic background, gender, Federal occupational categories, and compensation paid to each relevant employee. The Workforce Report is to be submitted on a quarterly basis during the term of the Contract for contracts for services and commodities, and monthly for construction contracts, to report the actual workforce located in New York State and utilized in the performance of the Contract.
2. Any subcontractors of Respondent must also submit a Workforce Report described in the above Subsection 1 for the entirety of their workforce performing work on the Contract and located in New York State.
3. In limited instances, Respondent may not be able to separate out the workforce utilized in the performance of the Contract from Respondent's and/or subcontractor's total workforce. When a separation can be made, Respondent shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Respondent's and/or subcontractor's total workforce, Respondent shall submit the Workforce Report and indicate that the information provided is Respondent's total workforce during the subject time frame, not limited to work specifically under the contract.

- D. Respondent shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Respondent and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

V. Quarterly MWBE Contractor Compliance Report

Following award of Contract, Respondent is required to submit a Quarterly MWBE Contractor Compliance Report to ECMCC by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE requirements of the Contract.

VI. Liquidated Damages

- A. Where ECMCC determines that Respondent is not in compliance with the MWBE requirements of the Contract and/or the MWBE regulations and Respondent refuses to comply with such requirements, or if Respondent is found to have willfully and intentionally failed to comply with the MWBE participation requirements, Respondent shall be obligated to pay to ECMCC liquidated damages.
- B. Such liquidated damages shall be calculated as an amount equaling the difference between:

EXHIBIT A

1. All sums identified for payment to MWBEs had the Respondent achieved the contractual MWBE requirements; and
 2. All sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C. In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the ECMCC, Respondent shall pay such liquidated damages to ECMCC within sixty (60) days after they are assessed by ECMCC unless prior to the expiration of such sixtieth day, the Respondent has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the ECMCC.

VII. SDVOB Contract Requirements

- A. Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses (“SDVOBs”), thereby further integrating such businesses into New York State’s economy. ECMCC recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of ECMCC contracts. In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, respondents are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.
- B. For purposes of this procurement, ECMCC conducted a comprehensive search and determined that the RFP does not offer sufficient opportunities to set specific requirements for participation by SDVOBs as subcontractors, service providers, and suppliers to respondents. Nevertheless, respondents are encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://online.ogs.ny.gov/SDVOB/search>.
- C. Respondents are encouraged to contact the Office of General Services’ Division of Service-Disabled Veteran’s Business Development at 518-474-2015 or VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

EXHIBIT A-1

**EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT
AND EEO POLICY STATEMENT**

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at

(a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on state contracts.

(b) This organization shall state in all solicitation or advertisements for employees that in the performance of the State contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex disability or marital status.

(c) At the request of the contracting agency, this organization shall request each employment agency, labor union, or authorized representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization's obligations herein.

(d) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

(e) This organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 20_____

By _____

Print: _____ Title: _____

**EXHIBIT A-2
M/WBE UTILIZATION PLAN**

INSTRUCTIONS: This form must be submitted with any proposal or proposed negotiated contract or within 48 hours of notice from ECMCC that the respondent is the apparent lowest responsible bidder to an IFB. This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each certified Minority or Women-Owned Business Enterprise (MWBE) under the contract. Attach additional sheets if necessary.

Offeror's Name: _____
 Address: _____
 City, State, Zip Code: _____
 Telephone Number: _____
 Authorized Representative: _____
 Authorized Signature: _____

Federal Identification No.: _____
 Location of Work: _____
 RFP or Bid No.: _____
 M/WBE Goals in the Contract: 30%
 MBE Goals in the Contract: 20%
 WBE Goals in the Contract: 10%
 Contract Value: _____

1. Certified M/WBE Subcontractors/Suppliers Name, Address, Email Address, Telephone No.	2. Classification	3. Federal ID No.	4. Detailed Description of Work (Attach additional sheets, if necessary)	5. Dollar Value or percentage of Subcontracts/ Supplies/Services
1.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
2.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
3.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
4.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
5.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

6.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
7.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			
8.	NYS ESD CERTIFIED <input type="checkbox"/> MBE <input type="checkbox"/> WBE			

PREPARED BY (Signature): DATE: NAME AND TITLE OF PREPARER (Print or Type): SUBMISSION OF THIS FORM CONSTITUTES THE OFFEROR'S ACKNOWLEDGEMENT AND AGREEMENT TO COMPLY WITH THE M/WBE REQUIREMENTS SET FORTH UNDER NYS EXECUTIVE LAW, ARTICLE 15-A, 5 NYCRR PART 143, AND THE ABOVE-REFERENCED SOLICITATION. FAILURE TO SUBMIT COMPLETE AND ACCURATE INFORMATION MAY RESULT IN A FINDING OF NONCOMPLIANCE AND/OR REJECTION OF YOUR BID/PROPOSAL AND/OR POSSIBLE TERMINATION OF YOUR CONTRACT. UTILIZATION OF CERTIFIED MWBES FOR NON-COMMERCIAL USE FUNCTIONS MAY NOT BE COUNTED TOWARD MWBE REQUIREMENTS.	TELEPHONE NO.:	EMAIL ADDRESS:
--	-----------------------	-----------------------

	FOR ECMCC M/WBE USE ONLY	
	REVIEWED BY:	DATE:
	UTILIZATION PLAN APPROVED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ Contract No.: _____ Project No. (if applicable): _____ Contract Award Date: _____ Estimated Date of Completion: _____ Amount Obligated Under the Contract: _____ Description of Work: _____ NOTICE OF DEFICIENCY ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____ NOTICE OF ACCEPTANCE ISSUED: <input type="checkbox"/> YES <input type="checkbox"/> NO Date: _____	

**EXHIBIT B
RESPONDENT DATA**

To facilitate correct drawing and execution of a contract for services, respondents shall supply full information concerning legal status:

Firm Name: _____

Any trade name or assumed name ("d/b/a"): _____

Address of principal office:

Street: _____

City: _____ State: _____

Zip: _____ Phone: _____

Check one:

- CORPORATION
- LIMITED LIABILITY COMPANY
- PARTNERSHIP
- INDIVIDUAL

Formed under the laws of the state of: _____.

If a foreign entity, state whether authorized to do business in the State of New York:

- YES
- NO

Is respondent a New York State certified minority-owned or women-owned business enterprise listed in the online State Directory? (If so, please provide a copy of the NYS Certificate with proposal).

- YES
- NO

Address of Local Office:

Street: _____

City: _____ State: _____

Zip: _____ Phone: _____

Names and addresses of all directors and officers (or managers if an LLC):

Names and percentage ownership interest of all shareholders, partners, or members:

EXHIBIT C
NON-COLLUSIVE BIDDING CERTIFICATION

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

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other respondent or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the respondent and will not knowingly be disclosed by the respondent prior to opening, directly or indirectly, to any other respondent or to any competitor; and
- 3) No attempt has been made or will be made by the respondent to induce any other person, partnership, limited liability company or corporation to submit or not to submit a proposal for the purpose of restricting competition.

NOTICE

(Penal Law, Section 210.45)

IT IS A CRIME, PUNISHABLE AS A CLASS A MISDEMEANOR UNDER THE LAWS OF THE STATE OF NEW YORK, FOR A PERSON, IN AND BY A WRITTEN INSTRUMENT, TO KNOWINGLY MAKE A FALSE STATEMENT, OR TO MAKE A FALSE STATEMENT, OR TO MAKE A STATEMENT WHICH SUCH PERSON DOES NOT BELIEVE TO BE TRUE.

Affirmed under penalty of perjury this ____ day of _____, 20____.

Authorized Signature

Print Name and Title

EXHIBIT D
STATE FINANCE LAW §§ 139-J AND 139-K
DISCLOSURE, AFFIRMATION AND CERTIFICATION

I. Contractor Disclosure of Findings of Non-Responsibility and Prior Contract Terminations or Withholdings under State Finance Law §139-j:

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

Address: _____

Name and Title of Person Submitting this Form: _____

Contract Procurement Number: _____

Date: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle):

No

Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j? (Please circle):

No

Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle):

No

Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-Responsibility: _____

(Add additional pages as necessary)

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle):

No

Yes

6. If yes, please provide details below.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

(Add additional pages as necessary)

Contractor certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____

Signature

Name: _____

Title: _____

II. Contractor Affirmation Relating to Procedures Governing Permissible Contacts:

Contractor affirms that it understands and agrees to comply with the procedures of Erie County Medical Center Corporation relative to permissible contacts as required by State Finance Law §139-j(3) and §139-j(6)(b).

Date: _____ By: _____

Name: _____

Title: _____

Contractor Name: _____

Contractor Address: _____

EXHIBIT E NOT-FOR-PROFIT M/WBE BUDGET FORM



Any services that are self-performed by a not-for-profit respondent (i.e., services not procured in the open market) in response to this RFP, RFQ, or IFB, as well as any personal services, rent, and utilities costs related to this procurement, are exempt from the M/WBE goals that have been assigned to this procurement. After exempting personal services, rent, utilities and self-performance, M/WBE goals will still attach to the entire remainder of the funds of the procurement.

(For example, if the respondent's proposal for this procurement is \$100,000, and \$80,000 of this amount is comprised of personal services, rent, utilities and self-performance by the not-for-profit, then the remaining \$20,000 would still be subject to the M/WBE goals assigned to this procurement.)

This exception applies solely to not-for-profit respondents. Respondents who are for-profit organizations are still required to apply the M/WBE goals to the full amount of this procurement in their proposals. All parties are still responsible for submitting utilization plans (as detailed in Exhibits A and A-1) with their proposals that cover all services that are not exempt as described in the above.

The following chart is required to be submitted by all not-for-profit respondents. Each respondent must provide a breakdown of their entire proposed budget for the procurement. If you are not a not-for-profit entity, you do not have to complete this form.

Respondent name: _____

Proposed budget for work	
1 Personal services	\$ _____
2 Rent	\$ _____
3 Utilities	\$ _____
4 Self-performance	\$ _____
5 Other expenses <i>(Please provide line item descriptions; add additional sheets as necessary)</i>	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
6 Add the sum of Section 5. <i>(These funds <u>will</u> be subject to M/WBE requirements)</i>	\$ _____
7 Add the sum of Sections 1-4. <i>(These funds <u>will not</u> be subject to M/WBE requirements)</i>	\$ _____
Add the sum of sections 6 and 7. <i>(This number reflects the <u>total proposed budget</u> for the project.)</i>	\$ _____

RESPONDENT SIGNATURE

Signature of preparer

Date

Name of organization

Title of signatory
