



CATTARAUGUS COUNTY HEALTH DEPARTMENT

1 Leo Moss Drive, Olean, NY 14760, Tel. (716)701-3386, Fax (716) 701-3737



Public Health
Prevent. Promote. Protect.
Cattaraugus County
Health Department

Established 1923

Kevin D. Watkins, M.D., MPH, Public Health Director

Robert W. Ring, PE

Environmental Health Director

Date: 06-09-2026

NOTICE TO BIDDERS

Bid Proposal for Abatement of Lead-Based Paint Hazards in Residential Housing

HUD Lead Hazard Reduction Capacity Building Grant Program

Project No: NYLCB0008-23

Grant Recipient (owner): Miranda and Andrew Tappe

Project Address: 3 Franklin Street, Cattaraugus (V)

Tax ID: 34.082-1-6

Background:

The Cattaraugus County Health Department are seeking bids for abatement of lead-based paint hazards at the above-mentioned address. This is a residential rehabilitation project which requires that lead-safe work practices are followed. Contactors, employees, and subcontractors must be EPA certified to perform lead abatement in order to be awarded the project.

The scope of work is outlined in the following plans and specifications and includes various trades including painting, millwork, enclose or porch ceilings and flooring, removal and replacement of two covered porch decks and posts, installation of vinyl siding, and encapsulation of the home. This is contract 2/2 at this home and shall be completed after contract 1/2 which includes painting, millwork, remove and replacement of windows and doors.

Prebid Meeting and Walkthrough:

A project walkthrough at the above-mentioned project address will be held on **Thursday, August 20th at 12:30 PM** for both contracts.

Bid Proposals:

Bids may be emailed to rwring@cattco.org or mailed to the Cattaraugus County Health Department at the address below by **Thursday, August 27th at 3:00PM**. A bid includes a completed: (a) Itemized Proposal; (b) Non-Collusive Bidding Certificate; (c) Legal Status Information form; (d) Executive Order 14 and Executive Order 16 form; A signature is required on all four (4) documents. Incomplete bids will not be considered.

ATTN: Robert Ring, Cattaraugus County Health Department,
1 Leo Moss Drive,
Olean, NY 14760

Questions:

Questions about this bid may be directed to Robert Ring by email at rwring@cattco.org or by phone at (716) 904-3782.

Under this grant program, CCHD reserves the right to reject any and all proposals, to waive technicalities, or re-bid if the best interest of the client will be served thereby.

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ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of the following addenda to the subject project (if none, state "NONE"):

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Addendum No. _____ Dated _____

Receipt is hereby acknowledged for all addenda listed above.

Signature of Bidder _____ Date _____



Accredited Health Department
Public Health Accreditation Board

INSTRUCTIONS TO BIDDERS

1. BID FORM

Bid shall be submitted on these Cattaraugus County bid forms or bid will not be considered. Bid must be typed or printed in ink. Original autograph signatures in ink are required. Facsimile or rubber stamp signatures will not be accepted. All blanks must be filled in with required information or, if a bid item, the designation N/B (no bid).

2. CHANGES

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

3. INFORMALITIES

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

4. BID TIME

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

5. INVESTIGATIONS

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

6. BID ENVELOPE

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

7. NON-COLLUSIVE CERTIFICATION

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

8. CONTRACT AWARD

Contract(s) or purchase order(s) will be awarded after due

consideration of the suitability of goods and/or services bid to satisfy these specifications, the total cost of such goods and/or services including all cost elements, and the timeliness of the agreed delivery date.

9. EXECUTORY CLAUSE

This executory clause shall be a part of any agreement entered into pursuant to this bid:

It is understood by the parties that this agreement shall be executory only to the extent of the monies available to the County of Cattaraugus and appropriated therefor, and no liability on account thereof shall be incurred by the County beyond the monies available and appropriated for the purpose thereof.

10. DELIVERY SCHEDULE

Failure to meet delivery schedule as per accepted bid may result in legal action by Cattaraugus County to recover damages.

11. PRICES

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

12. TRANSPORTATION CHARGES

Collect transportation charges will not be paid by the County. All freight, cartage, rigging, postage or other transportation charges shall be prepaid, unless otherwise stated in the Detailed Specifications herein.

13. TAXES

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

14. COMPLIANCE WITH LAWS

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

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

- (a) the safety data sheets (SDS) for any hazardous chemicals to which employees may be exposed will be made available,

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

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

15. CONTRACT ASSIGNMENTS

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

16. CASH DISCOUNT

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

17. MANUFACTURERS

Where required on an individual bid sheet the bidder must specify the trade name of the material on which the price is quoted.

18. ALTERNATE MANUFACTURERS

Bid offering material other than that of specified manufacturer or trade name will be considered unless stated otherwise. The use of the name of a particular manufacturer, trade name, or brand in describing an item does not restrict a bidder to that manufacturer or specific article. However, the substituted article on which a proposal is submitted must be of such character or quality that it would serve the purpose for which it is to be used equally as well as the manufacturer or brand specified. Proposals will be accepted in accordance with specifications on file or approved equal.

19. ALTERNATE ITEMS

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

- (a) Complete description of the item offered, and

detailed explanation of the differences between the item specified and the item offered. If, in the opinion of the Department Head, sufficient detail is not presented as a part of the sealed bid to permit definite evaluation of any substitute item, the bid will not be considered.

- (b) Descriptive literature of item offered, for evaluation.
- (c) List of installations in Cattaraugus County of the item offered.
- (d) List of other installations.

20. ADDITIONAL INFORMATION

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

21. WORKMANSHIP

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

22. HOLD HARMLESS

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

23. BID VALIDITY

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

24. CONTRACT INTEREST

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

25. **OTHER CUSTOMERS**

Prices charged to Cattaraugus County are to be no higher than those offered to any other governmental or commercial consumer. If a bidder has a New York State or a Federal GSA contract for any of the items covered in this bid or any similar items, he shall so indicate that he has said contract on these bid papers and supply a copy of this contract within 5 days if so requested by the County.

26. **PRICE IS FIRM**

The unit prices bid shall remain firm, and any other charges bid shall also remain firm, for delivery of the equipment, material, work, or services described in this bid with the exception of the asphalt, diesel fuel, kerosene and gasoline bids, which are permitted escalator prices in accordance with the detailed specifications for those products. No cost increase shall be charged for any reason whatsoever.

27. **BIDDER AFFIRMATION**

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

28. **INSURANCE**

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

29. **STATE CONTRACTS**

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

30. **LITIGATION**

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

31. **MUNICIPAL EXTENSION**

The contract if awarded will be to the lowest responsive/responsible bidder(s) in part or in whole who meet(s) all the terms of the specifications. The County guarantees no minimum or maximum purchases or contracts as a result of award of this bid. Cattaraugus County reserves the right to allow all municipal and not for profit organizations authorized under the General Municipal Laws of the State of New York, to purchase any goods (materials and equipment) and/or services awarded as a result of this bid in accordance with the latest amendments to NYS GML 100 through 104 and County Law Section 408-a. However, it is understood that the extension of such contracts are at the discretion of the vendor and the vendor is only bound to the contract between Cattaraugus County and the vendor.

APPENDIX "A" **COUNTY OF CATTARAUGUS STANDARD INSURANCE REQUIREMENTS**

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

Minimum Coverage Limits are as Follows:

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

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

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

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

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

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

GENERAL BID SPECIFICATIONS

A. Prequalification of Bidders

The County reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein. Conditional bids will not be accepted.

B. Delivery of Proposals

Each proposal may be submitted by email or in a sealed envelope clearly marked with "Bid Proposal for [Project Address] and the HUD Project No: NYLCB0008-23. Proposals must be delivered to the Cattaraugus County Health Department at or before the date, time and location specified. No responsibility shall be attached to the County or their representatives for the premature opening of any proposal not properly labeled. Bidders assume all responsibilities and risks associated with mail or courier delivery. When sent by mail, the sealed proposal must be addressed to the County at the address listed in the Notice to Contractors. Proposals received after the time for opening of bids will not be considered.

C. Questions

Any questions that arise after the project walkthrough must be submitted to Mariel Grey, Environmental Health Sanitarian, for the Cattaraugus County Health Department, via e-mail to mgrey@cattco.org - Bidders must identify who in their organization should receive the answers to the questions. Replies will be issued by addenda emailed or mailed to all parties recorded as having received the bid documents. Questions received less than four (4) business days prior to the date of submission of bids will not be answered. Only questions answered by formal written addenda will be binding.

The Contractor understands and agrees that no pleas of ignorance relating to any data, condition, policies, or requirements of the project's residence, or County, that may exist or that may be reasonably encountered, pursuant to a contract, will be accepted as a reason for failure or omission on the part of the Contractor to fulfill in every respect all contract requirements. Nor will the same be accepted, under any circumstances, as a basis for any type of claim whatsoever for extra charges, start-up costs, or for the rendering of proper service.

The bidder in these specifications will be referred to as the Contractor and the contract will be between the Contractor and the Homeowner, with the County of Cattaraugus being an interested party. A valid contract will exist when, upon award to the successful bidder, a contract has been executed by the Contractor, Homeowner, and County of Cattaraugus.

D. Disqualification of Bidders

Any one or more of the following may be considered as sufficient cause for the disqualification of a bidder and the rejection of his/her proposal.

- a. More than one proposal for the same work from an individual, firm or corporation under the same or different names.
- b. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work with the County until any such participant shall have been reinstated as a qualified bidder.
- c. Lack of competency and adequate machinery, plant and other equipment, as revealed by the financial statements and experience questionnaire.

- d. Unsatisfactory performance record as shown by past work for any owner judged from the standpoint of workmanship and progress.
- e. Uncompleted work which, in the judgment of the County, might hinder or prevent the prompt completion of this work if awarded.
- f. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force at the time of letting.
- g. Failure to comply with any qualification regulations of the County.

E. Consideration of Proposals

In accordance with General Municipal Law, after the proposals are opened and read, they will be compared on the basis the current gross summary in a manner hereafter described for which the work will be performed according to the plans and specifications together with the unit price for each of the separate items as called for. The lowest bid shall be determined by the County on the basis of the Total Project Cost for which the entire work will be performed, arrived at by a correct computation of all items specified in the proposal therefore at the unit prices stated in the proposal. If a conflict arises within the bid proposal, then the Written In Words statement will be used for the final tabulation.

The right is reserved to reject any or all proposals, to waive technicalities, to advertise for new proposals, or to proceed to do the work otherwise, if the best interests of the Homeowner and County will be promoted thereby.

F. Cancellation of Award

The County reserves the right to cancel the award of any Contract at any time before the execution of the Contract by all parties without any liability against the County.

G. Failure to Execute Contract

Failure of the Homeowner or Contractor to execute the Agreement within (10) calendar days from the date of the *Notice of Award* after he/she has received the Contract form shall be just cause for the annulment of the award. The award may then be made to the next lowest responsible bidder or the work may be re-advertised and constructed under a new Contract or otherwise as the County may decide.

H. Responsibility of the Contractor

The Contractor will be held responsible for the execution of a satisfactory and complete piece of work, in accordance with the true intent of the drawings and specifications. He/She shall provide, without extra charge, all incidental items required as a part of his work, even though not particularly specified or indicated. If he/she has good reason for objecting to the use of any material, appliance, or method of construction as shown or specified, then he/she shall report such objections to the Risk Assessor, and if approved, shall obtain proper adjustment before the Contract is made, and then shall proceed with the work with the understanding that a satisfactory job will be required. The Contractor is solely responsible for site safety of the site and adherence to EPA and OSHA regulations. All work must be completed in the manner described in the HUD Guidelines for the Evaluation and Control of Lead-based Paint in Housing, unless otherwise specified.

The Contractor must be an EPA Certified Firm and employ trained supervisors and workers who are additionally EPA certified. At least one Supervisor certified in lead abatement must directly supervise and monitor the work.

Pursuant to Article 36 – Protection of Underground Facilities of the NYS General Business Law, the Contractor certifies that its excavator(s), operator(s), and/or subcontractor(s), if any, are informed of their responsibilities under the law and regulations to protect underground

facilities and the existence, operation and programs of the One-Call Notification System. The Contractor shall require the excavator(s), operator(s), and/or subcontractor(s), if any, to have completed the training and education program provided by the One-Call Notification System pursuant to this section.

I. Control of Work

The Homeowner and County will be represented by a County Risk Assessor who will observe the work done under the Contract on a part time basis throughout construction.

The Risk Assessor shall inspect work performed, review materials to be used, and stop and reject work and materials found to be not in accordance with the plans and specifications. His/Her authority shall cover all phases of the work. In the event that questions should arise concerning the interpretation or changes of plans and specifications or to the acceptability of the work, the Contractor shall submit his/her question, in writing, to the Risk Assessor. Their authority shall consist of observing the work under the Contract, rejecting any defective material used and temporarily suspending any work improperly performed. They will not have any authority to make changes or alterations in the plans and specifications, nor be permitted to act as foremen for the Contractor.

Any work done or materials used without scheduling suitable observation by the Risk Assessor or his/her authorized representative as noted may be ordered removed and replaced at the Contractor's expense.

J. Guarantee of Materials and Workmanship

The Work performed under this Agreement shall be done in a good and workmanlike manner according to the best industry practices. All materials shall be new and conform to the Contract.

The Contractor does hereby guarantee all materials and workmanship supplied under this contract to be of a quality meeting the standards current in the New York State Uniform Building Code and shall correct any defect or deficiency that may occur or become evident during the period of 12 months from and after the date of execution of the Certificate of Final Inspection.

Any damage to building, grounds, structures or property that is a result of the construction work performed by the Contractor will also be corrected by the Contractor at no cost to the Homeowner, or the County. The Contractor shall furnish the Owner with all manufacturers and suppliers written guarantees and warranties covering materials and equipment under this contract.

K. Protection of Persons and Property

The Contractor shall exercise proper precautions at all times for the protection of persons and property, either on or off the site, which occur as a result of performance of the Work.

The Contractor shall keep the premises broom clean and orderly on a daily basis during the course of the construction and, if the house is occupied, the Contractor shall make every effort to minimize disruption of the occupant's daily routine.

The Contractor shall remove all debris prior to Final Payment. Unless otherwise agreed, all materials and equipment that have been removed as part of the Work shall belong to the Contractor and he/she shall be responsible for their proper disposal.

The Contractor shall take or have taken any and all necessary precautions to comply with applicable New York State and Federal Department of Labor employee safety requirements.

L. Resolution of Disputes

The County, acting as an interested third party, is responsible for ensuring proper implementation of the Contract. In the event there is any question or dispute in respect to the interpretation or the manner of implementation of this Contract or related documents or relating to the execution, progress and completion of the work, the Homeowner and Contractor agree to resolve disputes. All parties sign a Certificate of Final Inspection form indicating they are satisfied

with completion of the Contract. Resolution of any disputes arising during the one-year period of guarantee, are the responsibility of the Homeowner and the Contractor.

M. Acceptance and Final Payment

When in the opinion of the Risk Assessor the Contractor has substantially completed the project or a specified area of a project so that the resident can re-occupy or utilize the project for the use it was intended, the Risk Assessor will issue a Certificate of Completion and a Lead Clearance Report.

When in the opinion of the Risk Assessor the Contractor has fully performed the work under the Contract, the Risk Assessor shall recommend acceptance of the work so completed. He/she shall notify the Contractor by letter of such acceptance, and copies of such acceptance shall be sent to other interested parties.

N. General Guarantee

Neither the final certificate of payment nor any provision in the contract documents nor partial or entire occupancy of the premises by the Homeowner shall constitute acceptance of work not done in accordance with the contract documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship.

The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from, which shall appear within a period of one (1) year from the issuance of the Certificate of Completion. The County will give notice of observed defects with reasonable promptness.

O. Cooperation with Utilities

It shall be the Contractor's duty to notify all utility companies or other parties affected within a time frame as not to affect the schedule prior to all necessary adjustment of the public or private utility fixtures and other appurtenances within or adjacent to the limits of construction. The Contractor shall notify the Risk Assessor in writing describing the need for, and extent of, utility adjustments and the anticipated schedule.

It is understood and agreed upon that the Contractor has considered in his/her bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained by him due to any interference from the utility appurtenances or the operation of moving them by the utility owners. The Contractor will be responsible for any fees required by the utility owners for temporary locations.

P. Permitting

It is the responsibility of the Contractor to obtain all necessary building permits, environmental permits or any other permits required to complete the work, at their cost. The Contractor is responsible for holding all certifications, necessary to complete the work as described.

Q. Responsibility for Damage Claims

The Contractor shall indemnify and save harmless the Homeowner and County from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations or workmanship of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims on amounts arising or recovered under the Workers' Compensation Law, or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of

his/her Contract as shall be considered necessary by the County for such purpose, may be retained for the use of the County; or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he/she is adequately protected by public liability and property damage insurance.

The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the Homeowner or County, or any of its representatives, and the Contractor agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of work as provided herein.

R. No Waiver of Legal Rights

The County shall not be precluded or stopped by a measurement, estimate or certificate made either before or after the completion and acceptance of the work and payment therefore, from showing the true amount and character of the work performed and materials furnished by the Contractor, nor from showing that any such measurement, from recovering from the Contractor or his/her sureties, or both, such damage as it may sustain by reason of his/her failure to comply with the terms of the Contract. Neither the acceptance by the County, or any representative of the County, nor any extension of time, nor any possession taken by the County shall operate as a waiver of any portion of the Contract or of any power herein reserved, or of any right to damages. A waiver of any breach of the Contract shall not be held to be a waiver of any other or subsequent breach.

S. Insurance and Licensing

The Contractor shall procure and maintain at its own expense and without expense to the County, until final acceptance by the County, of the work covered by the contract, insurance for liability for damages imposed by law, of the kinds and in the amounts hereinafter provided, with insurance companies authorized to do such business in the County covering all operations under the contract whether performed by it or its subcontractors, as listed under the "County of Cattaraugus Standard Insurance Requirements", in the "Insurance Requirements" portion of this bid package. The (Contractor, Vendor, Etc.) shall file a certificate of insurance with the Cattaraugus County Risk Manager covering all acts performed by the (Contractor, Vendor, Etc.) prior to performing pursuant to this Agreement or receiving any payment thereunder and shall be responsible for updating the certificate as necessary throughout the term of the Agreement. All certificates of insurance shall provide that Cattaraugus County be given thirty (30) days' notice prior to non-renewal or cancellation of these policies. Certificate of Insurance shall be furnished by the bidder within five (5) days of the "Intent to Award" and prior to signing of contract. Failure to supply a satisfactory certificate within five (5) days after the "Intent to Award" may result in the cancellation of award and for the forfeiture of the Contractor's bid security, in the sole discretion of the County. The types of insurance are as follows:

- a. Workers' Compensation Insurance. A policy covering the obligations of the Contractor in accordance with the provisions of the Workers' Compensation Law, covering all operations under the contract, whether performed by it or its subcontractor and also under the Disability Benefits Law. The contract, shall be void and of no effect unless the person or corporation making or executing same shall secure compensation and disability benefits coverage for the benefit of, and keep insured during the life of the contract, such employees in compliance with the provisions of the Workers' Compensation Law.
- b. Liability and Property Damage Insurance. Policies following the 1986 Insurance Services Office formats shall be provided. Unless otherwise specifically required by special provision, each policy shall not be amended or contain deductible clauses or coverage exclusions of any nature and shall have limits not less than shown on the sample Certificate of Liability Insurance (Column A – Construction & Maintenance) on page D-11.

In addition to such coverage required under the “County of Cattaraugus Standard Insurance Requirements”, Contractor shall also provide the following coverage for all damages arising during the policy period, shall be furnished in the types as described below. An umbrella type policy, dedicated to this contract, may be used to meet these limits.

- i. Contractor’s Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the agreement;
- ii. Contractor’s Liability Insurance issued to and covering the liability for damages imposed by law upon EACH SUBCONTRACTOR with respect to all work performed by said subcontractor under the agreement;
- iii. Contractor’s Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under the agreement performed for the Contractor by subcontractors;
- iv. Completed Operations’ Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor and each subcontractor arising between the date of final cessation of the work and the date of final acceptance thereof, out of that part of the work performed by each;
- v. Protective Liability Insurance issued to and covering the liability for damages imposed by law upon Cattaraugus County and the Cattaraugus County Health Department, all other County Departments, and all employees of the County both officially and personally, any municipality in which the work is being performed, and/or any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees, with respect to all operations under the agreement by the Contractor or its subcontractors, including omissions and supervisory acts of the State, municipality, public benefit corporation or consultant. Specifically, this includes, but is not necessarily limited to the parties.
 - a. Failure to list a firm, organization or municipality, etc., does not eliminate the requirement to provide such coverage.
 - b. If the Contractor elects to use the same policy for more than one project, then it must provide with the insurance certificate the Aggregate Limits of Insurance (per project) Endorsement indicating the specific project site and contract number;
- vi. Commercial General Liability (Premises, Existence, Hazard) Liability Insurance (formerly called Owner’s, Landlord’s and Tenant’s Liability Insurance) issued to and covering the liability for damages imposed by law upon Cattaraugus County and the Commissioner of Public Works and all employees of the County both officially and personally, any municipality in which the work is being performed, and/or any public benefit corporation, railroad, or public utility whose property or facilities are affected by the work or any consultant inspecting engineer or inspector working for or on the project, and their agents or employees, with respect to temporarily opening any portion of the County construction project under this agreement, until the construction or reconstruction pursuant to the agreement has been accepted by the County. Specifically, this includes, but is not necessarily limited to the parties listed on page D-11 (Column A – Construction & Maintenance).
 - a. Failure to list a firm, organization or municipality, etc. does not eliminate the requirement to provide such coverage. This coverage will not be required for contracts involving only turf establishment, landscaping, or traffic signals, which do not involve work on the roadway.

- vii. Automobile Liability and Property Damage Insurance. A policy covering the use in connection with the work covered by the Contract Documents of all owned, non-owned and hired vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates.”
List of Additional Insured Parties County of Cattaraugus, 303 Court Street, Little Valley, NY 14755.

T. Federal Statutes and Other Provisions

The Contractor agrees to comply and conform with all applicable equal employment opportunity laws as mandated by the U.S. Government. It is specifically agreed as part of the consideration for the Homeowners that the Contractor alone or acting through his (her) affiliates, subsidiaries, agents, officials, employees, directors, or servants shall not discriminate in any manner on the basis of age, handicap, sex, race, color, creed or national origin with reference to the subject matter of this Agreement. No person or qualified handicapped person shall on the grounds of race, color, national origin, sex, age or handicap be excluded from participation in, be denied the benefits of, or be subjected to discrimination under this program or activity.

U. Lead Based Paint

The Contractor is hereby made specifically aware of the 24 CFR Part 35 lead-based paint regulations, which are applicable to the construction or rehabilitation of residential structures. To the extent that the subject matter of this Contract involves residential structures, the Contractor will comply with the lead-based paint regulations.

V. Lobbying

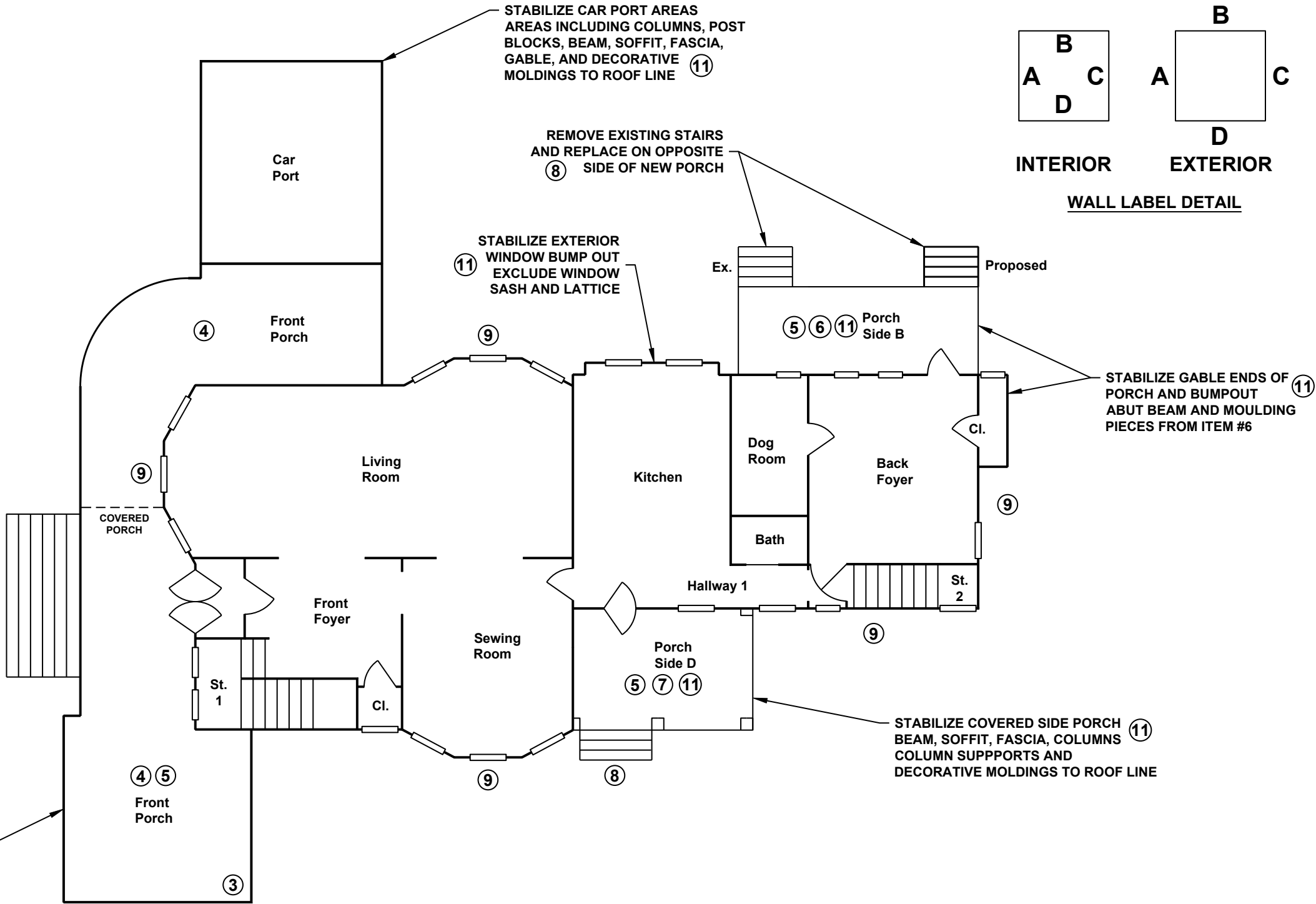
(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative, agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

(2) If any funds other than federal appropriated funds have been paid or will be paid to any of the above-named entities, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code.

ITEM SUMMARY

ITEM	ITEM DESCRIPTION
①	WORKSITE CONTAINMENT
②	STABILIZATION OF LEAD BASED PAINT
③	JACK AND RE-SHIM SUNKEN PORCH GIRDER
④	ENCLOSE PORCH FLOOR
⑤	ENCLOSE PORCH CEILING
⑥	REMOVE AND REPLACE PORCH SIDE B
⑦	REMOVE AND REPLACE PORCH SIDE D
⑧	REMOVE AND REPLACE PORCH STAIRS
⑨	INSTALL HOUSE SIDING
⑩	INSTALL GARAGE SIDING
⑪	EXTERIOR ENCAPSULATION WITH PAINT
⑫	REMOVE AND REPLACE HOUSE TRIM
⑬	REMOVE AND REPLACE WOOD SIDING



1ST FLOOR PLAN

PROPERTY OWNERS: Miranda and Randi Tappe
YEAR BUILT: 1896
BEDROOMS: 4
OCCUPANTS: 4
DESIGNED BY: RWR DATE: 8/10/26

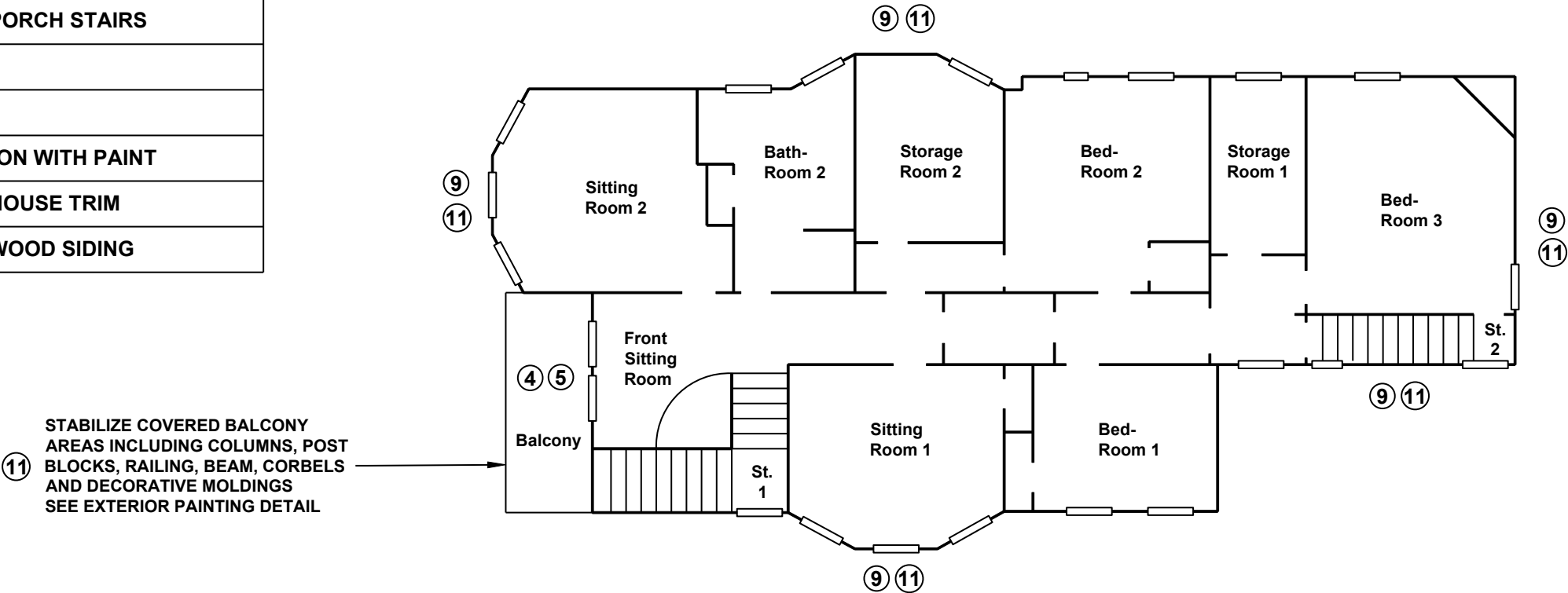
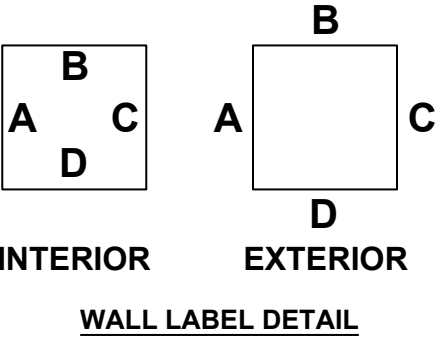


3 FRANKLIN STREET
CATTARAUGUS (V)
Tax ID No: 34.082-1-6

LEAD BASED PAINT
HAZARD CONTROL PROJECT
Cattaraugus County Health Department

ITEM SUMMARY

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⑫	REMOVE AND REPLACE HOUSE TRIM
⑬	REMOVE AND REPLACE WOOD SIDING



2ND FLOOR PLAN

PROPERTY OWNERS: Miranda and Randi Tappe
YEAR BUILT: 1896
BEDROOMS: 4
OCCUPANTS: 4
DESIGNED BY: RWR DATE: 8/10/26

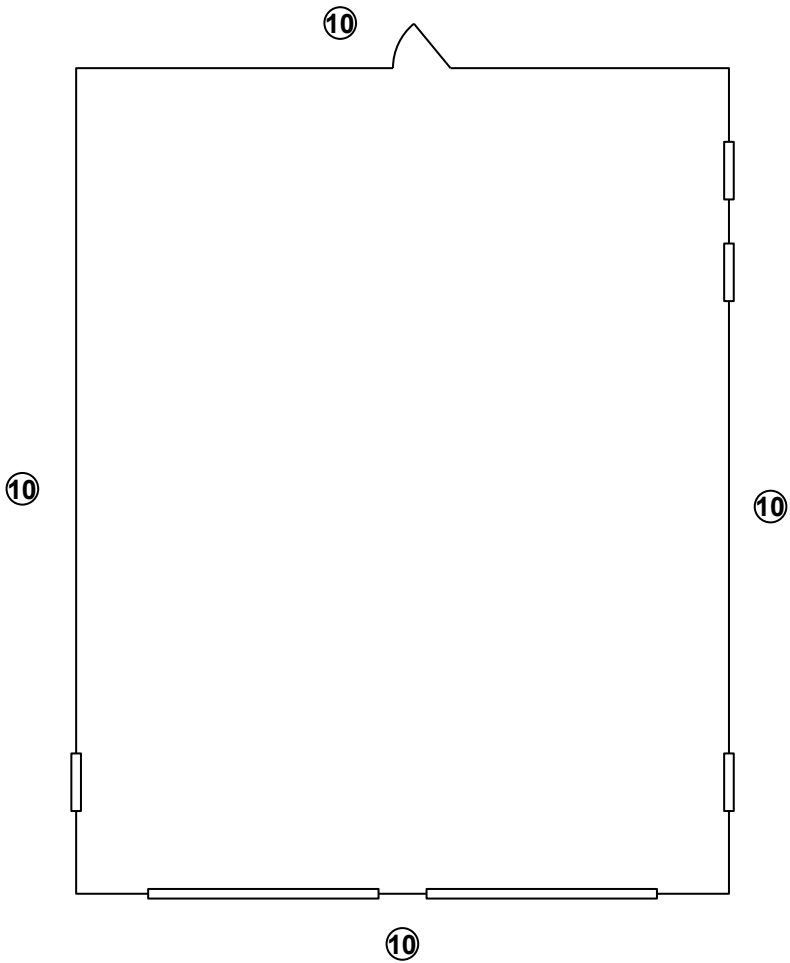
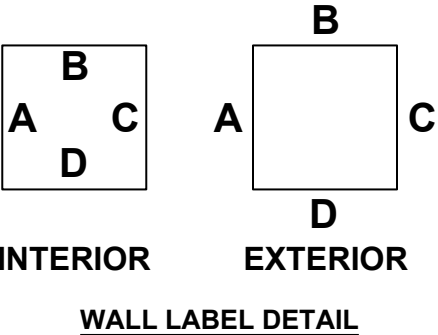


3 FRANKLIN STREET
CATTARAUGUS (V)
Tax ID No: 34.082-1-6

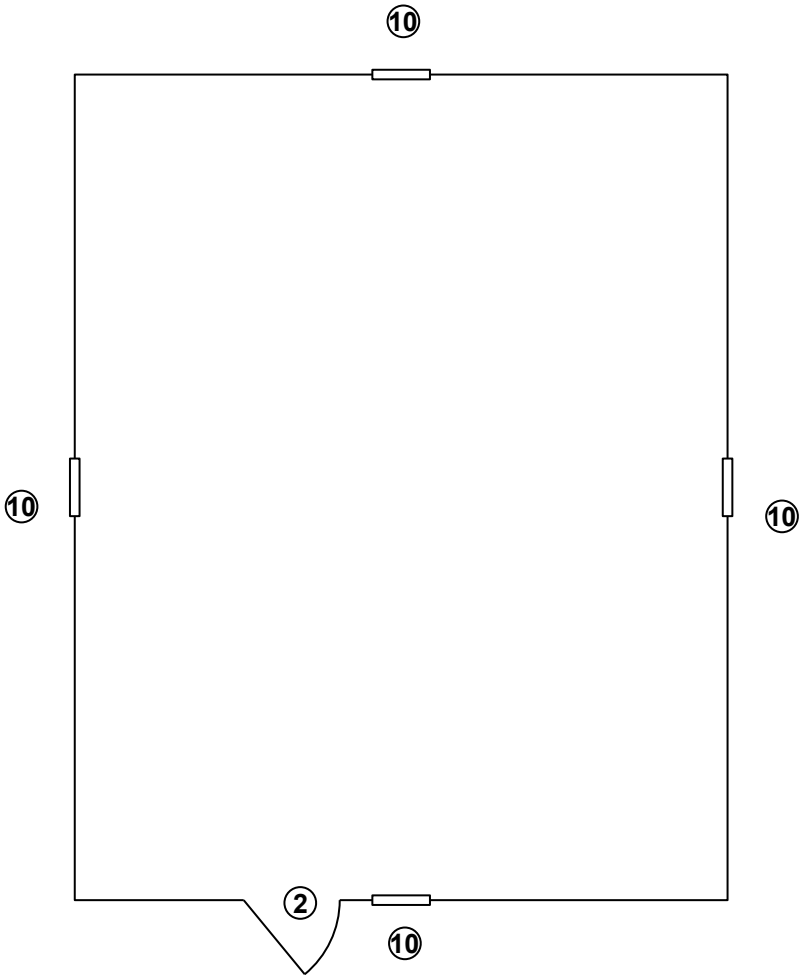
LEAD BASED PAINT
HAZARD CONTROL PROJECT
Cattaraugus County Health Department

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⑬	REMOVE AND REPLACE WOOD SIDING



GARAGE - 1ST FLOOR PLAN



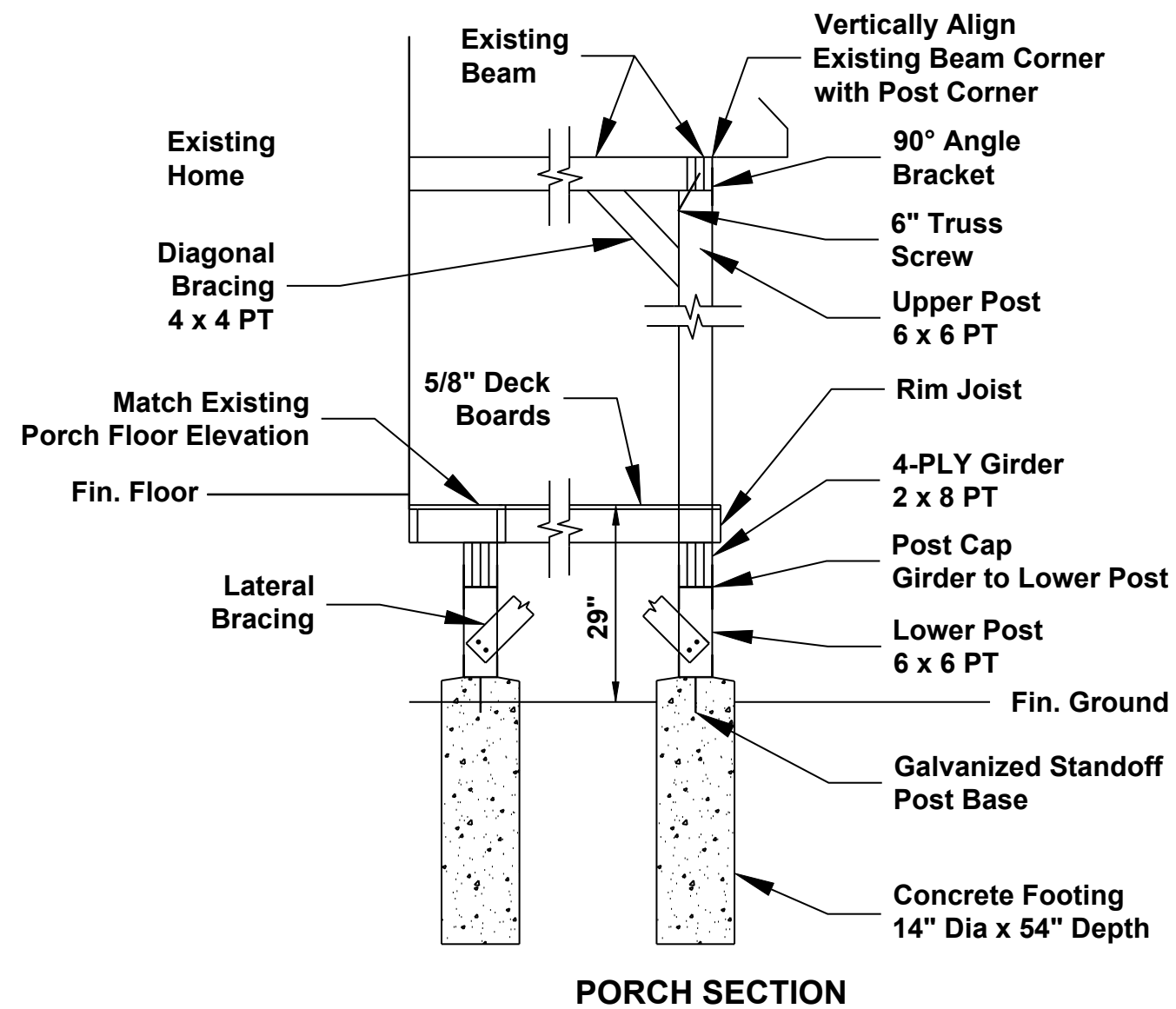
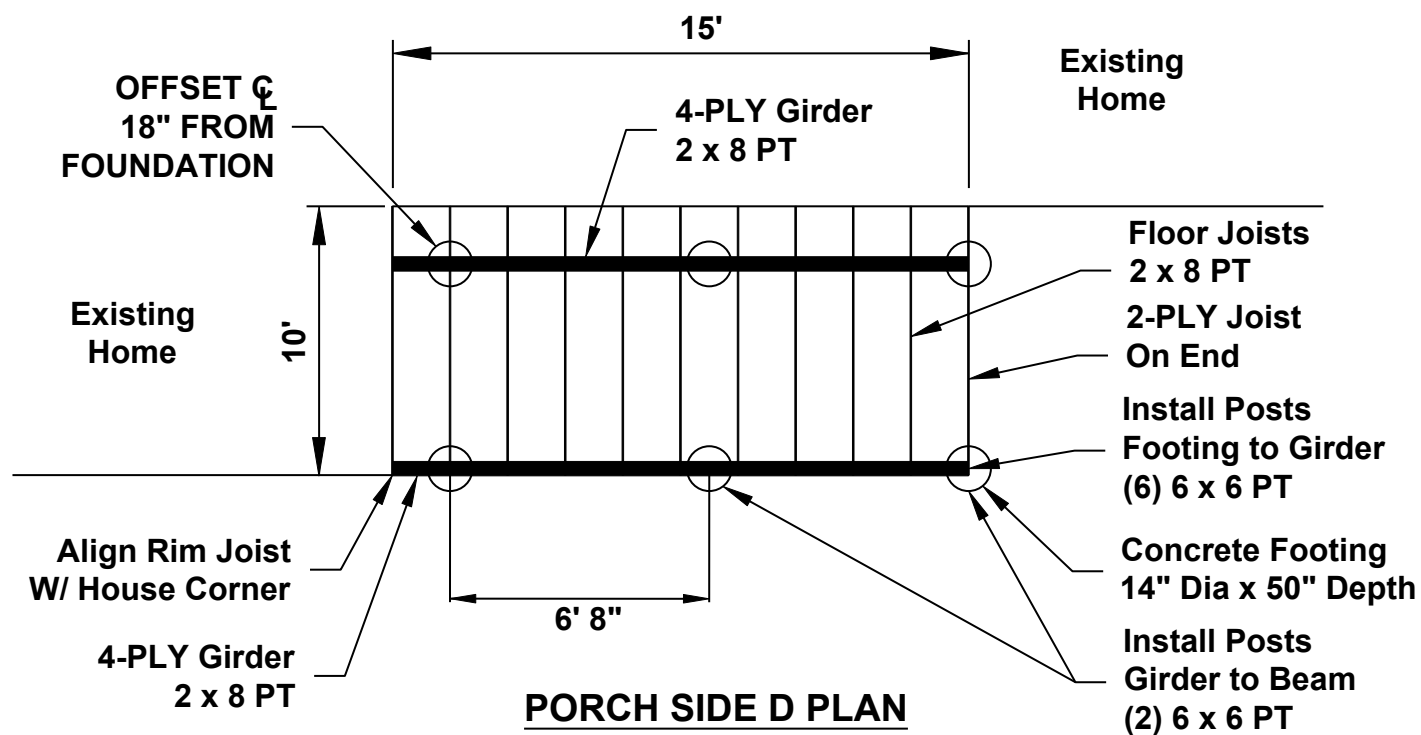
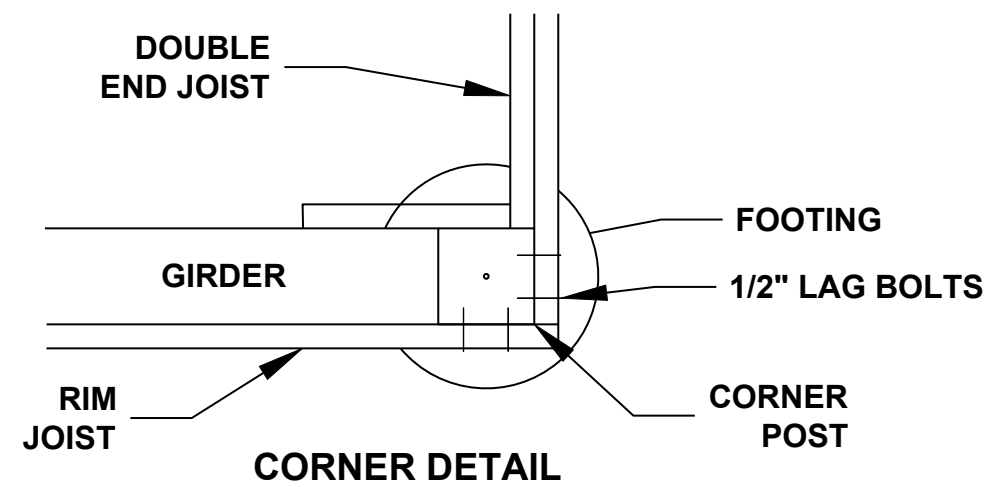
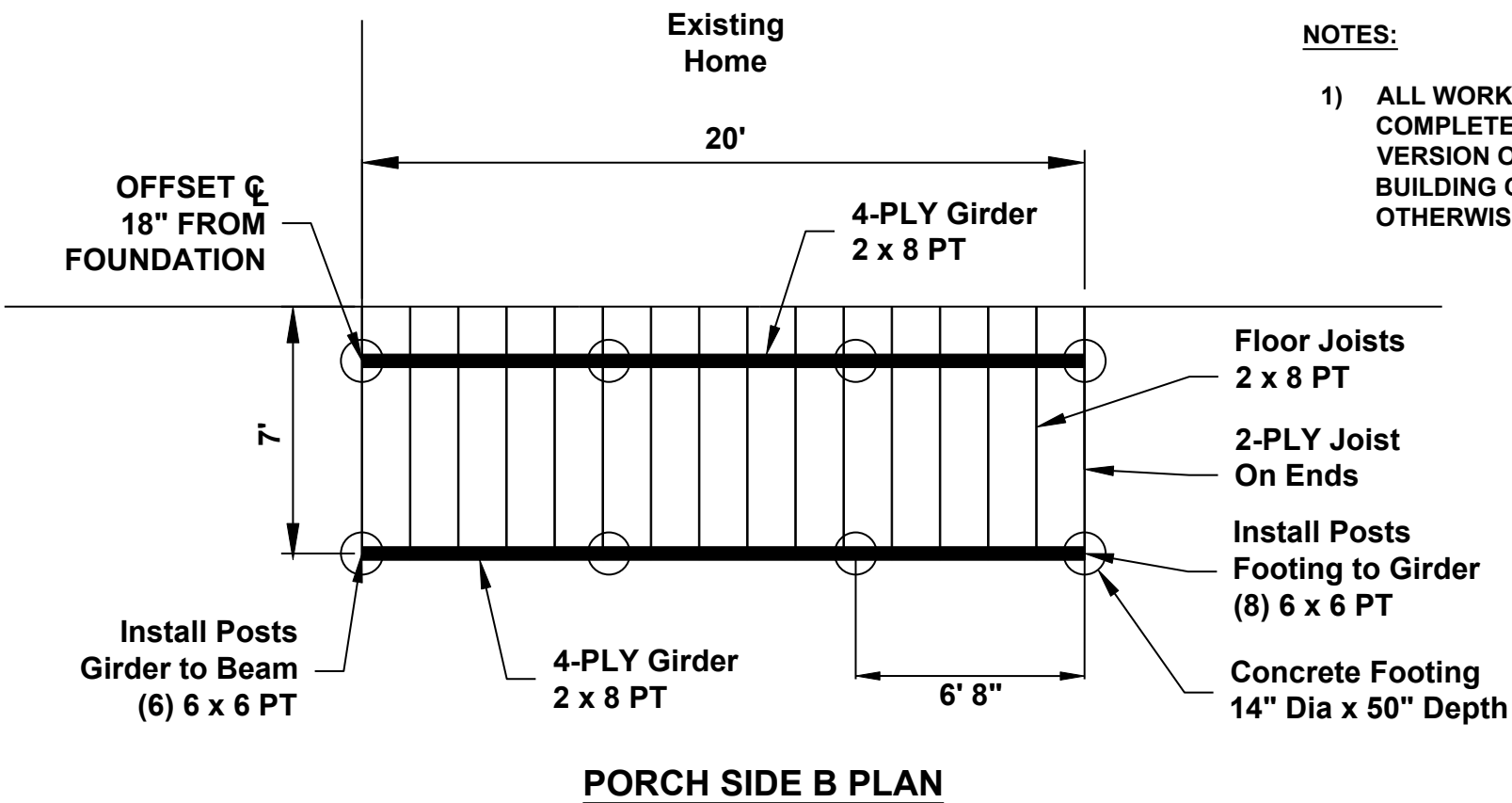
GARAGE - 2ND FLOOR PLAN

PROPERTY OWNERS: Miranda and Randi Tappe
YEAR BUILT: 1896
BEDROOMS: 4
OCCUPANTS: 4
DESIGNED BY: RWR DATE: 8/10/26



3 FRANKLIN STREET
CATTARAUGUS (V)
Tax ID No: 34.082-1-6

LEAD BASED PAINT
HAZARD CONTROL PROJECT
Cattaraugus County Health Department



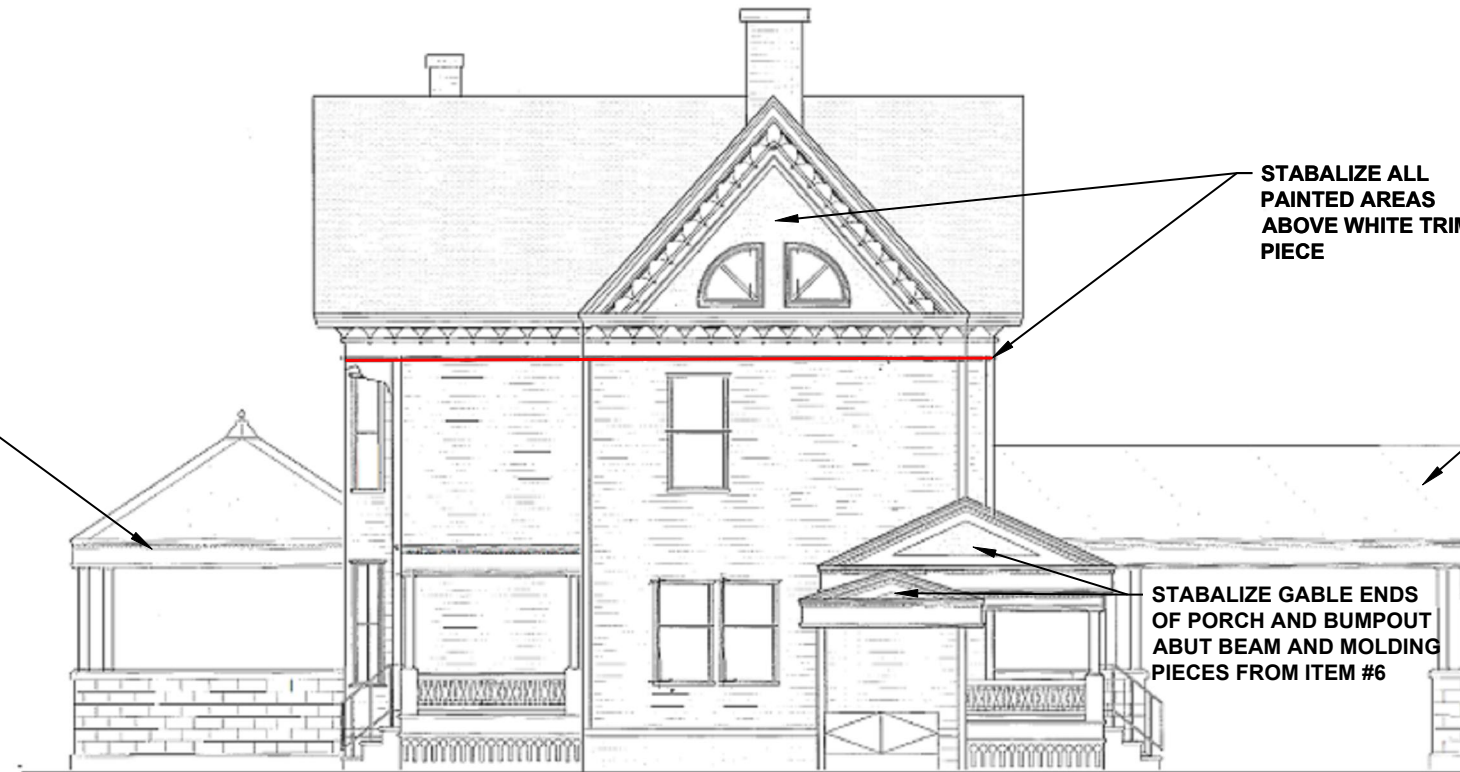
PROPERTY OWNERS: Miranda and Randi Tappe
 YEAR BUILT: 1896
 BEDROOMS: 4
 OCCUPANTS: 4
 DESIGNED BY: RWR DATE: 8/11/26



**3 FRANKLIN STREET
 CATTARAUGUS (V)**
 Tax ID No: 34.082-1-6

**LEAD BASED PAINT
 HAZARD CONTROL PROJECT**
 Cattaraugus County Health Department

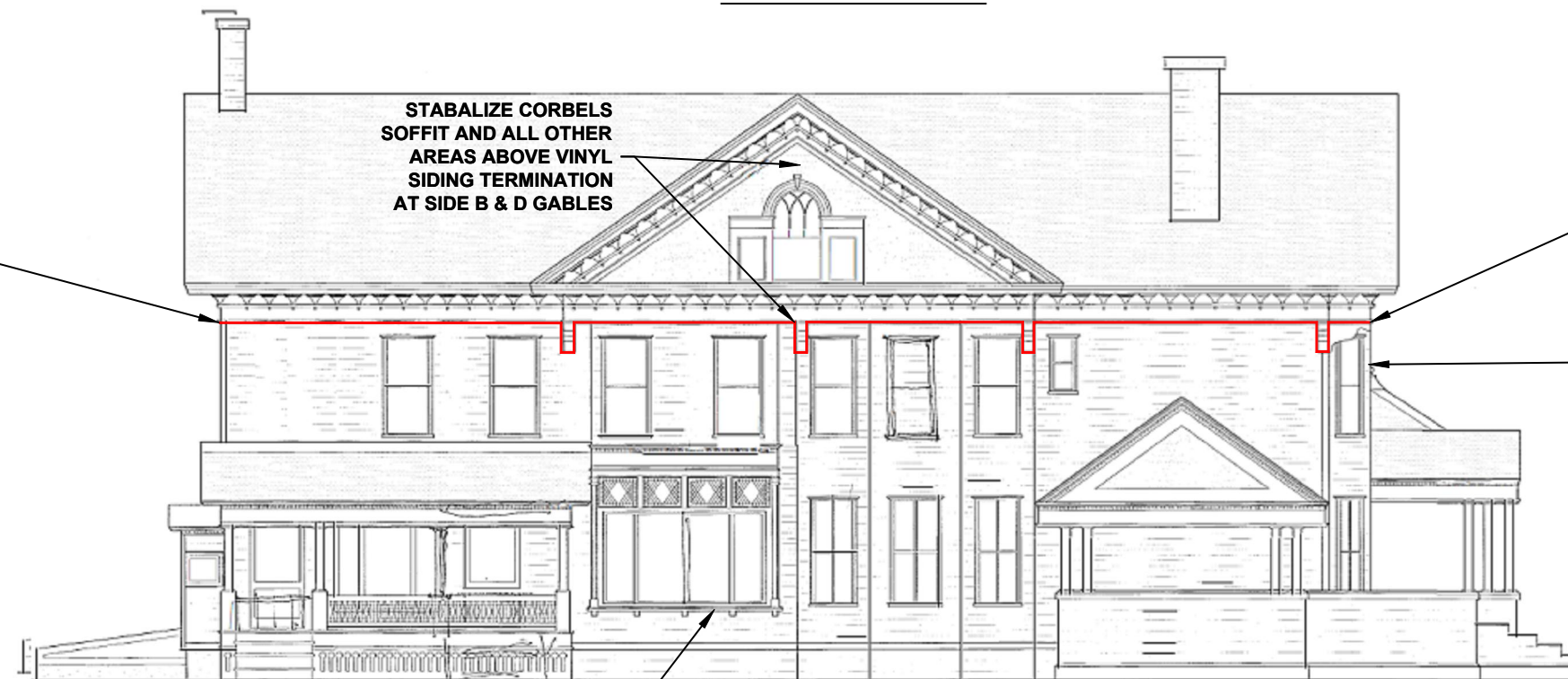
STABILIZE COVERED FRONT PORCH
AREAS INCLUDING COLUMNS, POST
BLOCKS, BEAM, SOFFIT, FASCIA,
GABLE, AND DECORATIVE
MOLDINGS TO ROOF LINE



STABILIZE CAR PORT AREAS
INCLUDING COLUMNS, POST
BLOCKS, BEAM, SOFFIT, FASCIA,
GABLE, AND DECORATIVE
MOLDINGS TO ROOF LINE

HOUSE SIDE C DETAIL

STABILIZE ALL
PAINTED AREAS
ABOVE WHITE TRIM
PIECE



STABILIZE ALL
PAINTED AREAS
ABOVE WHITE TRIM
PIECE

STABILIZE COVERED BALCONY
AREAS INCLUDING COLUMNS, POST
BLOCKS, RAILING, BEAM, CORBELS
AND DECORATIVE MOLDINGS
SEE EXTERIOR PAINTING DETAIL

STABILIZE EXTERIOR
WINDOW BUMP-OUT
EXCLUDE WINDOW SASH
AND LATTICE

HOUSE SIDE B DETAIL

PROPERTY OWNERS: Miranda and Randi Tappe
YEAR BUILT: 1896
BEDROOMS: 4
OCCUPANTS: 4
DESIGNED BY: RWR DATE: 8/10/26



**3 FRANKLIN STREET
CATTARAUGUS (V)**
Tax ID No: 34.082-1-6

**LEAD BASED PAINT
HAZARD CONTROL PROJECT**
Cattaraugus County Health Department

SPECIAL SPECIFICATIONS

ITEM #1

WORKSITE PREPARATION & CONTAINMENT

Description

Under this item the contractor shall be compensated for proper worksite containment, resident protection and cleaning of work areas and non-work areas on a daily basis. This item applies to preparation and containment of lead dust and lead chips for all pay items and the worksite as a whole.

Refer to Chapter 8 & Chapter 15 of the *HUD Guidelines for Evaluation and Control of Lead Based Paint Hazards in Housing*.

Construction Details

The contractor is responsible for various methods of preventing lead dust from migrating beyond work areas including the use of tape and disposable, impermeable protective sheeting (minimum of 6 mil thickness) as drop clothes including but not limited to covering existing furniture, appliances, flooring, vents, doorways, windows, and soil.

Under this item:

- The contractor shall prepare a written occupant protection plan. The occupant protection plan should be submitted to the Health Department for review, prior to any work taking place.
- The contractor shall protect all furniture, appliances and other items remaining in the home. The contractor may need to relocate, some small items away work areas in preparation for abatement activities.
- The contractor shall ensure lead-safe work practices and construction methods for abatement of lead-based paint hazards are followed per HUD, EPA and OSHA guidelines.
- Workers should ensure they are protected from exposure to lead by wearing personal protective equipment, and practicing personal hygiene.
- Workers should ensure lead dust is not transported from work areas to non-work areas.
- Workers shall place exterior and interior warnings signs at the work-site to prohibit residents and others entry into work areas.
- Workers shall thoroughly clean the site at the end of each workday or work shift by removing dust, debris, and paint chips from all work areas using wet cleaning techniques and a HEPA filter vacuum.
- Exterior plastic polyethylene sheeting should be placed on the ground extending outward 10 feet from the exterior working surface to catch paint chips and dust.
- Workers shall properly dispose of all debris, protective materials, and cleaning materials off-site.

Relocation

Relocation of the residents of the home will not take place during this contractor. The Contractor shall restrict access to the work areas at all times while the work is being completed and shall work with the resident on phased ingress and egress to the home, while work on the porches and exterior takes place.

Final Clearance

After completion of the work and final clean-up, the Health Department Risk Assessor shall conduct a clearance examination and collect dust samples from affected areas at least one hour after completion of the final cleanup.

Dust samples are laboratory tested and typically take (1) day to achieve results. Final clearance will be achieved if all dust samples results are reported below 5 micrograms per square foot for floors, 40 micrograms per square foot for window sills and porch floors and 100 micrograms per square foot for window troughs.

If clearance is not achieved, the contractor must return to the site to clean all surfaces where the failing samples were found, at which time a follow up clearance examination will be conducted and dust samples collected for analysis.

Upon clearance of the unit, a clearance certificate will be provided to the contractor and home owner, by the Health Department and the unit may be reoccupied.

Basis of Payment and Measurement

Measurement and payment of this item shall be by LUMP SUM and shall include all labor, materials, tools and equipment needed to complete the work as described.

ITEM #2

STABILIZATION OF LEAD BASED PAINT

Description

Under this item the contractor shall use interim controls to stabilize deteriorated surfaces painted with lead-based paint.

This item is typically used for non-friction or low traffic surfaces, which are structurally sound and show minimal deterioration. This item may be used in combination with other abatement work items.

Stabilization of LBP in this project includes removal, stabilization and replacement of a second-floor barn door on the front of the garage building, as shown on the following page. The front and sides of the door are painted with lead-based paint.

Construction Details

The contractor shall begin by wet misting the surface with deteriorated paint to keep dust down during the removal process. Deteriorated paint areas include peeling, chipping, chalking and damaged LBP. Then the contractor shall wet scrape or wet sand the affected areas to a smooth finish. The contractor shall remove any dust particles generated from scraping and sanding with a HEPA filter vacuum. Smooth any irregular surfaces or holes in the surface with lead-safe patching compound.

Once the surface is smooth and dry, spot prime all bare surfaces and stabilized areas with a single coat of latex exterior primer, allowing adequate time for the primer to dry, per manufacturer's specifications. Then furnish and apply two coats of a high-quality 100% acrylic exterior paint to the entire wood surface, using a brush, roller or air sprayer. Do not paint in conditions outside the manufacturer's recommended temperature (50-90 degrees F) or humidity (< 85%). The contractor shall work with the homeowner to determine the paint color with the new paint.

The contractor should remove the door hinges during the painting process and replace the hinges with new, white exterior hinges.

Work shall be completed in conjunction with **Item #10 – Install Garage Siding**

Work Area



Basis of Payment and Measurement

Measurement and payment of this item shall be by LUMP SUM to complete all stabilized surfaces and shall include all labor, materials, tools and equipment needed to complete the work as described.

ITEM #3

JACK AND RE-SHIM SUNKEN PORCH GIRDER

Description

Under this item the contractor shall raise a sunken porch girder (main beam) back to level and restore permanent, solid bearing where the girder meets its stone pier foundation. The sinking appears to be a result of deteriorated and compressed shims at the pier bearing, which shall be replaced under this item. See the photo on the following page.

Work includes temporary support of the porch roof and girder, controlled jacking of the girder back to its original elevation, restoration of solid bearing at the stone pier, and securing the girder against future settlement and lateral movement.

This work is located in the front porch area, home side D.

Construction Details

Access

The contractor may need to cut out a small section of porch flooring to access the porch girder and joists in the corner of the front porch that is sunken. The porch floor boards are painted with lead based paint and the contractor shall use lead safe practices while removing the porch boards.

Jacking

Set a screw jack or hydraulic bottle jack on a solid base - A concrete block or thick steel plate on firm ground, not soft dirt. Place the jack directly under the girder, as close to the stone pier as practical, using a short 4 x 4 or 6 x 6 vertical post between the jack and the girder to gain height. Keep the load path straight and plumb.

Raise the girder slowly, to avoid cracking the existing structure. Watch for binding, cracking, or racking as the girder lifts. Raise the girder back to level and check with a level across the span and against the adjacent framing.

Shimming

Once the girder is at height, remove the existing deteriorated shims from the pier bearing. Inspect the top of the stone pier and repoint or rebuild any crumbling mortar as needed so the shims bear on a solid, level surface.

Close the gap between the girder and the stone pier with new solid shims, not soft or tapered wood. Acceptable options include a PT solid wood block cut to fit, steel shim plates, or a poured or dry-packed non-shrink grout pad on the stone. The girder shall bear fully and evenly on the pier across its full bearing width.

Install a galvanized post/beam connector or steel angle at the pier so the girder cannot shift laterally. Leave the jack in place until the new shims are fully seated and, where grouting is used, cured. Remove the temporary support posts only after the new bearing is confirmed solid and the girder is holding level.

Porch Floor Repair

The contractor should repair the porch floor with a pressure treated sub-floor or planks, as long as it is level with the existing porch planks. The floor repair will be enclosed with new deck boards in **Item #4 – Enclose Porch Floor**.

Sunken Girder Section



Basis of Payment and Measurement

Measurement and payment of this item shall be by LUMP SUM for constructing the entire porch scope and shall include all labor, materials, tools, equipment, needed to complete the work as described.

ITEM #4

ENCLOSE PORCH FLOOR

Description

Under this item the contractor shall enclose two exterior porch floors that are painted with lead-based paint, by installing pressure treated deck boards over the existing floor. The two floors being enclosed are the entire front porch and the 2nd floor balcony.

This item should be completed in conjunction with **Item #3 – Jack and Re-Shim Sunken Porch Girder.**

Construction Details

Surface Preparation

Prior to installing the new deck boards, the contractor shall clean the existing porch floor of all dirt, debris, leaves, and loose material. The existing floor surface shall be cleaned only and shall not be scraped, sanded, or otherwise disturbed, as the existing floor is painted with lead-based paint. If a vacuum is used for cleaning, it shall be equipped with a HEPA filter.

Front Porch

The contractor shall begin by installing aluminum or vinyl trim coil along the outside perimeter of the existing deck boards at the stairway opening. The coil should extend to the stairway area and enclose any wood areas, which are painted with lead-based paint. The material should overlap the deck boards by 2-3” so that the coil material can be secured and fastened under the new deck boards. Ensure an enclosed seal when the deck boards are installed.

The existing crown molding along the perimeter of the porch shall be removed and replaced with new white PVC crown molding after the deck boards are installed. Match the profile of the existing crown molding shown in the attached photo, with the new crown molding.

Then a new porch floor, using 5/8” x 6” pressure treated wood deck boards shall be installed above the existing deck surface. Deck boards should be installed matching the pattern of the existing deck. The deck boards may be secured with exterior nails or exterior screws and must be fastened into the underlying joists, not just the existing deck surface. The front edge of the deck boards shall be cut to align with the front edge of the existing porch floor at the stairway opening and along the perimeter.

2nd Floor Balcony

The existing balcony railing shall remain in place and shall be encapsulated with new paint under Item #11 The contractor shall install aluminum or vinyl trim coil along the outside perimeter of the existing deck boards, in the same manner as the front porch, to fully enclose the lead-based paint at the openings. The coil material should overlap the deck boards by 2-3". At the underside of the porch, the coil material shall be fabricated to overlap the trim board which runs along the bottom of the balcony to shed water away from the balcony and trim piece.

Then a new porch floor, using 5/8" x 6" pressure treated wood deck boards shall be installed above the existing deck surface. The deck boards shall be worked around the existing railing posts, cut to fit tightly at each post. Deck boards should be installed perpendicular to the front wall of the house and installed side-by-side with no spacing. The deck boards may be secured with exterior nails or exterior screws. The outside edge of the deck boards shall be cut to align with the outside edge of the existing balcony floor.

Front Porch Crown Molding



Basis of Payment and Measurement

Measurement and payment of this item shall be by SQUARE FEET of porch flooring furnished and installed and shall include all labor, materials, tools and equipment needed to complete the work as described.

ITEM #5

ENCLOSE PORCH CEILING

Description

Under this item the contractor shall enclose four exterior porch ceilings that are painted with lead-based paint, by installing vinyl ceiling panels over the existing ceiling and replacing the existing crown molding.

The four ceilings being enclosed are the front porch, the 2nd floor balcony, porch side B, and porch side D.

This work shall be completed in conjunction with painting of the upper porch areas in **Item #11 – Exterior Encapsulation with Paint**, per the notes in the project plans.

Construction Details

Crown Molding

Begin by removing the existing crown molding from all four porch ceilings and properly discarding the material off site. The existing ceiling surface shall not be scraped or sanded, as it is painted with lead-based paint. Replace the crown molding with new white PVC crown molding matching the same style and profile as the existing crown molding, as shown in the attached photo.

Ceiling Panels

Enclose the porch ceiling using a white vinyl siding ceiling panel, wainscoting (beadboard) pattern or similar. Install F-channel around the perimeter of the inside of the porch to receive the ceiling panels. Where the existing ceiling boards do not provide solid, continuous backing at the required fastener spacing, install furring strips 16" on center, perpendicular to the panel run, to provide a sound nailing base.

Install the ceiling panels perpendicular to the front wall of the house, working from the F-channel across the ceiling. Fasten the panels per the manufacturer's recommendations. Do not fasten tightly – Leave the manufacturer's recommended expansion gap at the ends and lock each panel into the previous one so the panels are free to expand and contract without buckling. The panels shall fully enclose the existing ceiling surface.

The front porch has two ceiling mounted light fixtures that shall be worked around – The remaining three ceilings (2nd floor balcony, porch side B, and porch side D) have no ceiling fixtures. At each existing light on the front porch, the contractor shall drop the fixture, install the ceiling panel, and reset the fixture over a mounting plate so the electrical box remains accessible and a finished seal is provided where the fixture meets the new ceiling panels. There is no exposed wiring or conduit on any of the four porch ceilings.

Basis of Payment and Measurement

Measurement and payment of this item shall be by SQUARE FEET of porch flooring furnish and installed and shall include all labor, materials, tools and equipment needed to complete the work as described.

ITEM #6

REMOVE AND REPLACE PORCH SIDE B

Description

Under this item the contractor shall remove and replace the front porch structure, which is painted with lead-based paint. The porch is approximately 20' x 8'.

Work includes removal and replacement of the posts, floor joists, floor, and porch supports/foundations, and stripping and re-enclosure of the existing overhead beam, and installation of decorative crown molding on the exterior of the porch beam

The porch will be constructed as a floating porch supported on two girder boards and concrete foundations, with no ledger board attached to the home. The porch ceiling and interior (house) walls will remain. The porch is approximately 28 inches above finished ground level. The porch steps are excluded from this item and shall be furnished and installed under a separate item, in conjunction with **Item #8 – Remove and Replace Porch Stairs**

All work under this item should be completed per the current version of the Residential Building Code of NYS for covered porches. The contractor is responsible for any necessary Village of Cattaraugus permits through the Code Enforcement Department.

Construction Details

Removal

Begin by bracing the porch roof with temporary support posts, before removal of any components. Use double 2 x 6 boards, spaced every 4 to 6 feet along the porch roof and 1 foot or less from the porch corners.

Once the porch roof is braced, remove the flooring, skirting, floor joists, ledger board, posts, and stairwell. Properly discard of the materials off site. Remove the existing eaves trough and downspout along the porch and turn the material over to the owner.

Beam Preparation

Strip the existing overhead beam down to its structural components. Remove all trim pieces, crown molding, and any other pieces that are not structurally necessary, including the crown molding on the upper (outside) face of the beam, and properly discard the material off site. The beam shall remain in place, supported by the temporary bracing, until the new posts are installed.

Porch Construction

The following scope of work shall be completed under this item for construction of the new floating porch. Refer to the project plans for additional details on construction of the front-porch area, including details on final horizontal and vertical alignment.

- Construct eight (8) concrete footings, 14" diameter x 50" high, using a concrete form tube - Four (4) footings under each of the two girder lines. The footings shall extend of 48" below finished grade, and be finished approximately 2 inches above finished ground to shed water away from the base. The footings shall be spaced approximately 6' 8" center to center along each girder line. Install a galvanized standoff post base (Simpson strong tie or equal) into the top of each footing. Concrete shall have a minimum compressive strength of 4000 lbs.
- Install eight (8) lower 6 x 6 PT support posts, one in the standoff post base at each footing, to carry the girders up to the required deck framing height (approximately 15" above the footing, to be field-verified so the finished deck surface sits approximately 29" above finished grade). Secure each post to the base with the manufacturer's fasteners.
- Construct two (2) girder boards, each a 4-PLY 2 x 8 PT girder, supported on the eight (8) lower support posts. Secure each girder together by staggering 1/2" galvanized hex bolts along the length of the girder. Fasten each girder to the lower support posts using galvanized post caps (Simpson strong tie or equal) and heavy-duty structural wood screws. The rear girder and posts shall be centered approximately 18" parallel from the front wall of the home, so that the pocket left by the old post (as depicted in the porch photo) can be enclosed and vinyl siding installed over it. No ledger board shall be installed.
- Construct 2 x 8 PT floor joists, 16" on center, running between the two girders. Use a double (2-ply) joist on each end, as shown on the plans. Fasten to the girders with 3" #10 deck screws.
- Install six (6) upper 6 x 6 PT posts, extending from the deck framing up to the existing overhead beam at the beam's six bearing locations, as shown on the plans. The upper posts shall align with the girder and lower support posts below where they occur. Inlay and fasten to the floor joists with 1/2" galvanized lag bolts, as shown on the plans. Fasten to the existing overhead beam using galvanized 90 degree angle brackets and heavy duty structural wood screws. Additionally, attach the top of each post to the existing beam using a 6" truss screw (Simpson strong tie or equal) at the inside of each post, as shown on the plans.

- Provide diagonal bracing between lower support posts and the floor joists at each lower post, using 2 x 6 PT boards, so that the floating porch resists lateral movement. Fasten the diagonal bracing with (2) 1/2" lag bolts at each connection.
- Install 5/8" x 6" PT deck boards along the surface of the floor joists, run parallel to the front wall of the house. The deck boards shall be installed side-by-side with no spacing and may be secured with exterior nails or exterior screws. The outside edge of the deck boards shall be cut to align with the outside edge of the porch framing.
- Close, insulate, and flash the pocket left by the old post before enclosing, so that no water path is sealed into the wall. Once the posts are attached to the beam, enclose the beam with vinyl.
- Flash the existing soffit and fascia with aluminum wrap along all three (3) sides of the exterior porch roof, to fully enclose the lead-based paint and provide a finished, weather-tight seal at the perimeter of the porch roof.
- Install a decorative (dentil) white PVC crown molding around the wrapped beam, extending around the side of the house as shown in the attached photo. The gable portions of the porch above the first roof line are not included under this item and shall be painted under **Item #11**.

Basis of Payment and Measurement

Measurement and payment of this item shall be by LUMP SUM for constructing the entire porch scope and shall include all labor, materials, tools, equipment, needed to complete the work as described.

ITEM #7

REMOVE AND REPLACE PORCH SIDE D

Description

Under this item the contractor shall remove and replace the Side D porch structure, which is painted with lead-based paint. The porch is approximately 15' wide by 10' long, measured from the house to the outside end.

Work includes removal and replacement of the posts, floor joists, ledger board, floor, skirting, porch supports/foundations, and railing. The existing overhead beam and the existing half column that supports the end of the beam, as depicted, shall remain in place and shall be painted under **Item #11 – Exterior Encapsulation with Paint**.

The porch will be constructed as a floating porch supported on two girder boards and concrete foundations, with no ledger board attached to the home. The porch ceiling and interior (house) walls will remain. The finished porch deck shall be approximately 29 inches above finished ground level. The porch steps are excluded from this item and shall be furnished and installed under a separate item, in conjunction with **Item #8 – Remove and Replace Porch Stairs**.

The existing overhead beam is supported at the beam ends by the home on both sides of the porch and by the existing half column, as depicted, all of which shall remain. The existing outside corner post supports the upper floor and the third-floor gable above; this load shall be carried by a new 6 × 6 post bearing on the girder and lower support post over a 14" round concrete footing, as detailed below. Prior to removal of the existing corner post, the contractor shall brace and shore the upper-floor and gable load it carries, and shall not remove that post until the new corner post and its supporting framing are installed and bearing.

All work under this item should be completed per the current version of the Residential Building Code of NYS for covered porches. The contractor is responsible for any necessary Village of Cattaraugus permits through the Code Enforcement Department.

Construction Details

Removal

Begin by bracing the porch roof with temporary support posts before removal of any components. Use double 2 × 6 boards, spaced every 4 to 6 feet along the porch roof and 1 foot or less from the porch corner. Before removing the existing outside corner post, separately brace and shore the upper-floor and third-floor gable load carried by that post, and maintain that shoring until the new corner post and its supporting framing are installed and bearing.

Once the porch roof and the corner load are braced, remove the flooring, skirting, floor joists, posts, and railing. The existing overhead beam and the existing half column that supports it shall remain in place, supported by the temporary bracing and the half column, and shall not be stripped or wrapped under this item. Properly discard the removed materials off site, except as noted below. Remove the existing eaves trough and downspout along the porch and turn the material over to the owner. The existing columns, railing, and post blocks shall be removed intact and turned over to the homeowner, to be placed in the garage.

Porch Construction

The following scope of work shall be completed under this item for construction of the new floating porch. Refer to the project plans for additional details on construction of the Side D porch area, including details on final horizontal and vertical alignment.

- Construct six (6) concrete footings, 14" diameter × approximately 50" high, using a concrete form tube — three (3) footings under each of the two girder lines. The footings shall provide a minimum of 48" of cover below finished grade and be finished approximately 2 inches above finished ground to shed water away from the base. The footings shall be spaced approximately 6' 8" center to center along each girder line. Install a galvanized standoff post base (Simpson Strong-Tie or equal) into the top of each footing. Concrete shall have a minimum compressive strength of 4,000 lbs.
- Install six (6) lower 6 × 6 PT support posts (footing-to-girder), one in the standoff post base at each footing, to carry the girders up to the required deck framing height, field-verified so the finished deck surface sits approximately 29" above finished grade. Secure each post to the base with the manufacturer's fasteners. Align the rim joist with the house corner, and offset the rear girder centerline approximately 18" from the foundation, as shown on the plan.
- Construct two (2) girder boards, each a 4-ply 2 × 8 PT girder, supported on the six (6) lower support posts. Secure each girder together by staggering 1/2" galvanized hex bolts along its length. Fasten each girder to the lower support posts using galvanized post caps (Simpson Strong-Tie or equal) and heavy-duty structural wood screws. No ledger board shall be installed.
- Construct 2 × 8 PT floor joists, 16" on center, running between the two girders. Use a double (2-ply) joist on each end, as shown on the plan. Fasten to the girders with 3" #10 deck screws.
- Install two (2) upper 6 × 6 PT posts (girder-to-beam), extending from the girder framing up to the existing overhead beam, as shown on the plan. The upper posts shall be spaced approximately 6' 8" along the front girder line. Fasten the top of each upper post to the existing beam using galvanized 90-degree angle brackets and heavy-duty structural wood

screws, and additionally attach the top of each post to the existing beam using a 6" truss screw (Simpson Strong-Tie or equal) at the inside of the post. Transfer the shored building load onto the upper posts and end posts before the temporary corner shoring is removed. The existing overhead beam shall continue to be supported at the beam ends by the home on both sides of the porch and by the existing half column, in addition to these posts.

- The existing overhead beam and half column shall remain in place. Where the new deck framing meets the retained half column and beam, fit and fasten the framing to bear cleanly without disturbing the beam or half column. The beam, half column, soffit, and fascia are not stripped, wrapped, or trimmed under this item; they shall be prepared and painted under **Item #11 – Exterior Encapsulation with Paint.**

- Provide diagonal bracing between lower support posts and the floor joists at each lower post, using 2 x 6 PT boards, so that the floating porch resists lateral movement. Fasten the diagonal bracing with (2) 1/2" lag bolts at each connection.

- Install 5/8" x 6" PT deck boards along the surface of the floor joists, run parallel to the front wall of the house. The deck boards shall be installed side-by-side with no spacing and may be secured with exterior nails or exterior screws. The outside edge of the deck boards shall be cut to align with the outside edge of the porch framing.

Coordination

This work shall be coordinated with **Item #8 – Remove and Replace Porch Stairs**, so that the new stairs meet the finished 29" deck height and tie cleanly into the new framing and railing. Coordinate the porch and its enclosure at the house wall with **Item #9 – Install House Siding**. The retained beam, half column, soffit, fascia, and the porch gable above the first roof line are not included under this item and shall be painted under **Item #11.**

Basis of Payment and Measurement

Measurement and payment of this item shall be by LUMP SUM for constructing the entire porch scope and shall include all labor, materials, tools, equipment, needed to complete the work as described.

ITEM #8

REMOVE AND REPLACE PORCH STAIRS

Description

Under this item the contractor shall remove and replace two (2) exterior pressure treated stairways, each with a railing, from the new porch deck to finished grade. The two stairways shall be constructed at porch Side B and porch Side D. The exterior stairs on porch Side B shall be relocated to align with the exterior door, as shown on the plans.

This item should be completed in conjunction with **Item #6 – Remove and Replace Porch Side B** and **Item #7 – Remove and Replace Porch Side D**

All work under this item should be completed per the current version of the Residential Building Code of NYS. The contractor is responsible for any necessary Village of Cattaraugus permits through the Code Enforcement Department.

Construction Details

Steps

Construct each stairway 44" wide, from the surface of the new porch deck to finished grade. The finished deck surface is approximately 29" above finished grade – The contractor shall field-verify the deck height at each stairway location and lay out the risers and treads accordingly.

Each stairway shall be constructed with four (4) risers, approximately 7-1/4" each, and three (3) treads, so that the finished floor of the porch deck serves as the top landing. Risers shall not exceed 7-3/4" and treads shall provide a minimum run of 10", with all risers and treads uniform in dimension along the stairway. Where the field-verified deck height differs from 29", the contractor shall adjust the riser count and dimension to maintain uniform, level, code-compliant risers and treads.

Construct the stairway using 2 x 12 PT cut stringers, spaced no more than 16" on center, with a minimum of three (3) stringers per 44" wide stairway. Fasten the stringers to the porch rim joist using galvanized joist hangers or framing angles and heavy-duty structural wood screws. Set the base of the stringers on the blacktop area in front of porch Side B and the pavers/walkway in front of porch Side D. Secure the stringers with a galvanized standoff post base or angle connector so the stringer ends are held up off the concrete.

Install 5/4" or 2" PT treads and 5/8" PT risers, or two (2) 2 x 6 PT boards per tread, fastened to each stringer with exterior deck screws. The tread nosing and dimensions shall be uniform along the full run of the stairway.

Railing

Construct a PT railing along both sides of each stairway, from the porch deck to finished grade, using a 6 x 6 PT colonial, newel post at the top and bottom of each railing. Fasten the top newel post to the deck framing with 1/2" galvanized lag bolts and set the bottom newel post in or alongside the blacktop/paver landing, secured with a galvanized post base.

Each railing shall include a top rail, a bottom rail, and decorative (colonial) turned balusters. Balusters shall be spaced so that a 4" sphere cannot pass between them. The top of the railing shall be 34" to 38" above the tread nosing, measured vertically. Provide a graspable handrail along at least one side of each stairway, meeting the current NYS residential code requirements for handrail height and grip size.

Basis of Payment and Measurement

Measurement and payment of this item shall be for EACH stairway constructed and shall include the railings, all labor, materials, tools, and equipment needed to complete the work as described.

ITEM #9

INSTALL HOUSE SIDING

Description

Under this item the contractor shall furnish and install new vinyl siding, aluminum wrap, and all associated flashing, trim, and appurtenances along the exterior walls of the house, over the specified areas that are painted with lead-based paint.

Work includes installation of a breathable water-resistive barrier, furring strips as needed to even out the existing wall surface, vinyl siding, aluminum trim wrap, and flashing at all wall penetrations, trim, and transitions.

This work shall be completed in conjunction with **Item #11 – Exterior Encapsulation with Paint**. Refer to the project plans and specifications for siding termination and areas to be encapsulated with new paint.

Siding work at porch Side B and porch Side D shall integrate with **Item #6 – Remove and Replace Porch Side B** and **Item #7 – Remove and Replace Porch Side D**.

All work under this item should be completed per the current version of the Residential Building Code of NYS. The contractor is responsible for any necessary Village of Cattaraugus permits through the Code Enforcement Department.

Construction Details

Surface Preparation and Water-Resistive Barrier

The existing painted wood siding is painted with lead-based paint and shall be enclosed, not removed. The existing surface shall not be scraped or sanded. Prior to installing the water-resistive barrier, the contractor shall inspect the exterior wood siding for rot and with the Risk Assessor's approval, replace any rotted wood cladding pieces under **Item #13 – Remove and Replace Wood Siding**. Additionally, the contractor shall secure or re-nail any loose existing siding boards so the wall plane is sound and reasonably flat to receive the new work.

The window replacement contract (by others) shall be completed before siding work begins under this item. The contractor shall verify that the window flashing is in place at each opening before installing the water-resistive barrier and siding, so that no unflashed opening is enclosed.

Then, install a breathable, water-resistive barrier over the full area of the existing wall surface to be sided, so that the barrier sheds water to the exterior while allowing the

existing wall to dry outward. Lap the barrier a minimum of 6" at horizontal seams and 6" at vertical seams, shingle-style so that upper courses lap over lower courses, and tape the seams. Integrate the water-resistive barrier with the flashing installed during the window replacement contract, lapping the barrier to shed water over that flashing. The barrier and its installation shall meet the requirements of the current Residential Building Code of NYS.

At the base of the wall, the water-resistive barrier shall be carried down past the bottom of the existing wood siding and sealed to the bottom edge of the existing siding, so that the leaded wall surface is fully covered and the bottom edge of the barrier is closed and continuous, with no open gap left at the base, so that the lead-based-painted wall surface is fully enclosed at the bottom edge in accordance with EPA and HUD lead-based paint enclosure requirements.

Furring Strips

Under this item, where the existing wall surface is uneven, or where the existing clapboard profile will not provide a flat, continuous nailing plane for the new siding, install furring strips over the water-resistive barrier to even out the wall and provide a flat nailing base. Furring strips shall be installed vertically, fastened through the barrier into the existing wall framing, and shimmed as needed so the finished nailing plane is flat and true. Furring shall be provided only as needed to even out the wall so that the vinyl siding lies flat without waves or buckling.

Vinyl Siding

Along the base of the entire wall, fabricate and install white aluminum flashing at the transition to the foundation, and then start the first course of vinyl siding above it, as depicted in the attached photo.

Install a starter strip level at the base of all walls, which should be verified with a chalk line or similar. The bottom of the starter strip should overlap the newly installed aluminum flashing and shed water.

Install J-channel at all window and door perimeters, along roof lines, around corbels, at exterior electrical boxes, and at all terminations. Install F-channel / undersill trim as required at soffit transitions and at the tops of walls under horizontal surfaces.

Where a new window has been installed, new casing has been installed and has been wrapped with flashing (by others) the J-channel should overlap the flashing and abut the new window. Where a window or door is encountered that was not wrapped under this project, the J-channel should abut the existing window casing or door casing.

Next, install double 4 inch horizontal vinyl siding, beginning with the starter strip and working upwards to the soffit. Nail siding panels through the center of the nailing slots,

leaving a small gap between the fastener head and the nailing hem to allow thermal movement. Maintain proper overlap (approximately 1") at panel end laps, staggered so that no two consecutive courses align, and away from high-visibility and entry areas where practical. Leave a minimum 1/4" expansion gap where panels meet channels and accessories to allow for thermal expansion. Cut out areas where there are existing electrical boxes and install a proper vinyl siding accessory (mounting block or box). Fasteners shall be galvanized or stainless steel nails intended for vinyl siding. The color of the vinyl siding panels shall be selected by the owner from the manufacturer's standard color line.

Corners and Trim

Install outside corner posts and inside corner posts (as applicable) at all wall corners, plumb and continuous from the starter strip up to the soffit or wall termination. The vinyl siding panels shall be cut to length and inserted into the corner post pockets, leaving a minimum 1/4" expansion gap at each end so the siding is free to expand and contract. Where a siding run terminates at a corner post, J-channel, or accessory, the panel end shall be locked and supported so that it does not pull free of the receiving channel. Siding overlaps at corner posts and channels shall be lapped and cut so that water is directed to the exterior and no water path is created into the wall.

Aluminum Wrap and Z-Flashing

Where an outside or inside corner post terminates below a corbel, trim band, or other painted trim (to be painted under **Item #11**), the top of the corner post shall not be left open. Terminate the corner post into a length of J-channel or head flashing installed under the corbel or trim, or cap the top of the corner post with a fabricated aluminum coil end cap, so that water from the trim and wall above is shed out and over the face of the corner post and no water is allowed to collect inside the corner post. Lap the water-resistive barrier and any flashing above over the top of this termination so that water is directed to the exterior face of the siding.

Where the siding meets a horizontal trim or molding piece and the wall continues above, install Z-flashing and tuck the Z-flashing up under the trim or molding piece, so that water is directed out over the siding below. The wall area above that molding piece shall be painted under **Item #11**, as depicted in the attached photo. This Z-flashing-under-the-molding detail applies at the specific sections of the house indicated on the photo and as previously discussed.

Install flashing at all horizontal transitions, wall penetrations, roof lines, and terminations so that water is directed to the exterior face of the siding and no water path is sealed into the wall.

At overhanging areas, the siding shall stop at the existing wood soffit and shall not be run

up into or behind the soffit. The existing wood soffit shall remain in place and be painted under **Item #11**.

Exterior Fixtures

Prior to installing the water-resistive barrier and siding, carefully remove the exterior fixtures and appurtenances mounted on the walls to be sided, including the radon mitigation system and vent, the electric service box, the exterior wall lights, the gas meter, and the internet cables, and set them aside for re-installation. Coordinate the removal and re-installation of any utility-owned equipment (gas meter, electric service, internet) with the respective utility as required.

After the siding is installed, re-install the exterior fixtures that were removed at the beginning of the project, ensuring that all wiring and utility hook-ups are working properly and installed to the NYS Uniform Code. Provide the proper vinyl siding accessory (mounting block or fixture block) at each fixture, light, and penetration, and flash and seal each penetration so that water is directed to the exterior face of the siding and no water path is sealed into the wall.

Coordination

At porch Side B and porch Side D, coordinate the siding and wrap with the porch reconstruction under **Item #6** and **Item #7**, so that the new siding integrates cleanly with the rebuilt porch walls and framing and the wall is fully enclosed at those transitions. The beams, soffits, and fascia at all porches shall be painted under **Item #11** and are not included under this item.

Siding Termination at Bottom of House and Aluminum Flashing



Siding Termination at Top of House and Aluminum Flashing



Basis of Payment and Measurement

Measurement and payment of this item shall be by LUMP SUM for furnishing and installing the vinyl siding, aluminum wrap, and all associated flashing, trim, and appurtenances, and shall include all labor, materials, tools, and equipment needed to complete the work as described.

ITEM #10

INSTALL GARAGE SIDING

Description

Under this item the contractor shall furnish and install new vinyl siding, aluminum wrap, and all associated flashing, trim, and appurtenances along the exterior walls of the garage, over the specified areas that are painted with lead-based paint.

Work includes installation of a breathable water-resistive barrier, furring strips as needed to even out the existing wall surface, vinyl siding, new soffit and fascia, removal and replacement of the crown molding, PVC casing at the specified openings, aluminum trim wrap, and flashing at all wall penetrations, trim, and transitions.

All work under this item should be completed per the current version of the Residential Building Code of NYS. The contractor is responsible for any necessary Village of Cattaraugus permits through the Code Enforcement Department.

Construction Details

Surface Preparation and Water-Resistive Barrier

The existing painted wood siding is painted with lead-based paint and shall be enclosed, not removed. The existing surface shall not be scraped or sanded. Prior to installing the water-resistive barrier, the contractor shall inspect the exterior wood siding for rot and, with the Risk Assessor's approval, replace any rotted wood cladding pieces under **Item #13 – Remove and Replace Wood Siding**. Additionally, the contractor shall secure or re-nail any loose existing siding boards so the wall plane is sound and reasonably flat to receive the new work.

The window replacement contract (by others) shall be completed before siding work begins under this item. The contractor shall verify that the window flashing is in place at each opening before installing the water-resistive barrier and siding, so that no unflashed opening is enclosed.

Then, install a breathable, water-resistive barrier over the full area of the existing wall surface to be sided, so that the barrier sheds water to the exterior while allowing the existing wall to dry outward. Lap the barrier a minimum of 6" at horizontal seams and 6" at vertical seams, shingle-style so that upper courses lap over lower courses, and tape the seams. Integrate the water-resistive barrier with the flashing installed during the window and door replacement contract, lapping the barrier to shed water over that flashing.

At the base of the wall, the water-resistive barrier shall be carried down past the bottom of the existing wood siding and sealed to the bottom edge of the existing siding, so that

the leaded wall surface is fully covered and the bottom edge of the barrier is closed and continuous, with no open gap left at the base, so that the lead-based-painted wall surface is fully enclosed at the bottom edge in accordance with EPA and HUD lead-based paint enclosure requirements.

The barrier and its installation shall meet the requirements of the current Residential Building Code of NYS.

Furring Strips

Under this item, where the existing wall surface is uneven, or where the existing clapboard profile will not provide a flat, continuous nailing plane for the new siding, install furring strips over the water-resistive barrier to even out the wall and provide a flat nailing base. Furring strips shall be installed vertically, fastened through the barrier into the existing wall framing, and shimmed as needed so the finished nailing plane is flat and true. Furring shall be provided only as needed to even out the wall so that the vinyl siding lies flat without waves or buckling.

Soffit and Fascia

Enclose the existing soffit and fascia with new vinyl soffit and aluminum fascia wrap, so that the existing lead-based painted soffit and fascia are fully enclosed. Install the new soffit into F-channel or receiving channel at the wall and along the fascia, and wrap the fascia with aluminum coil so that a finished, weather-tight edge is provided at the roof perimeter. The soffit and fascia on the garage shall be enclosed under this item and are not painted under **Item #11**.

Remove and replace the existing crown molding located under the drip line of the roof, around the entire roof line, including both the gable (raking) sections and the horizontal (eave) sections, with new PVC crown molding that matches the size and profile of the existing molding. The existing crown molding is painted with lead-based paint and shall be removed and properly discarded off site, and replaced with new molding, so that a finished, weather-tight edge is provided at the roof line. Coordinate the new crown molding with the new soffit, fascia, and aluminum wrap so that water is directed to the exterior and no water path is sealed into the wall.

PVC Casing

At the peak square windows, install new PVC casing over the existing wood casing on all four (4) sides. The existing windows are being stabilized in place. The PVC casing shall enclose the existing lead-based painted wood casing and provide a finished, weather-tight surround at the opening.

At the new barn doors, install new PVC casing over the existing wood casing on all four (4) sides, to enclose the existing lead-based painted wood casing and provide a finished

surround at the opening. The barn casing installation shall be coordinated with **Item #2 – Stabilization of Lead-Based Paint.**

At the newly installed exterior door (by others), abut the new siding and trim to the door and its casing so that the opening is fully enclosed at the transition, and flash and seal the head and jambs so that water is directed to the exterior face of the siding.

Vinyl Siding

Begin by installing a starter strip level at the base of all walls, which should be verified with a chalk line or similar. Install the starter strip so that the first course of vinyl siding locks below the bottom of the existing wood siding and sheds water out over the face of the wall below.

Install J-channel at all window and door perimeters, along roof lines, at the exterior light fixture, and at all terminations. Install F-channel / undersill trim as required at soffit transitions and at the tops of walls under horizontal surfaces.

Where a new window has been installed, new casing has been installed, and the casing has been wrapped with flashing (by others), the J-channel should overlap the flashing and abut the new window. Where a window or door is encountered that was not wrapped under this project, the J-channel should abut the existing or new casing.

Next, install double 4 inch horizontal vinyl siding, beginning with the starter strip and working upwards to the soffit. Nail siding panels through the center of the nailing slots, leaving a small gap between the fastener head and the nailing hem to allow thermal movement. Maintain proper overlap (approximately 1”) at panel end laps, staggered so that no two consecutive courses align, and away from high-visibility and entry areas where practical. Leave a minimum 1/4” expansion gap where panels meet channels and accessories to allow for thermal expansion. Cut out the area at the existing light fixture and install a proper vinyl siding accessory (mounting block or fixture block). Fasteners shall be galvanized or stainless steel nails intended for vinyl siding.

Along the entire roof line, where the top course of vinyl siding meets the soffit — at both the gable (raking) sections and the horizontal (eave) sections — install a white vinyl siding transition piece, cut to fit tight to the soffit, to maintain the finished color pattern from the wood cladding to the soffit. The white wood transition piece shall match the location and color of the existing white wood transition piece shown in the photos. Terminate the wood transition piece into J-channel or undersill trim at the soffit and where it meets the top course of vinyl siding so that water is directed to the exterior and no water path is created into the wall.

The color of the vinyl siding panels shall be selected by the owner from the manufacturer's standard color line.

Corners and Trim

Install outside corner posts and inside corner posts (as applicable) at all wall corners, plumb and continuous from the starter strip up to the soffit or wall termination. The vinyl siding panels shall be cut to length and inserted into the corner post pockets, leaving a minimum 1/4" expansion gap at each end so the siding is free to expand and contract. Where a siding run terminates at a corner post, J-channel, or accessory, the panel end shall be locked and supported so that it does not pull free of the receiving channel. Siding overlaps at corner posts and channels shall be lapped and cut so that water is directed to the exterior and no water path is created into the wall.

Garage Door

Install aluminum coil wrap over the garage door casings, which are painted with lead-based paint. The aluminum wrap shall be fabricated to tuck the edge of the aluminum coil behind the vinyl weather seal of the existing overhead garage door, and then enclose the corner of the garage door opening and casing, so that the lead-based paint on the casing is fully covered and water is directed to the exterior.

Exterior Fixtures

Prior to installing the water-resistive barrier and siding, carefully remove the exterior light fixture mounted on the front wall of the garage and set it aside for re-installation. After the siding is installed, re-install the light fixture, ensuring that all wiring is working properly and installed to the NYS Uniform Code. Provide the proper vinyl siding accessory (mounting block or fixture block) at the fixture, and flash and seal the penetration so that water is directed to the exterior face of the siding and no water path is sealed into the wall.

Basis of Payment and Measurement

Measurement and payment of this item shall be by LUMP SUM for furnishing and installing the vinyl siding, and all associated flashing, trim, and appurtenances, and shall include all labor, materials, tools, and equipment needed to complete the work as described.

ITEM #11

EXTERIOR ENCAPSULATION WITH PAINT

Description

Under this item the contractor shall furnish all labor, materials, tools, and equipment to prepare, encapsulate, and repaint the exterior wood surfaces of the main house, porches, and car port that are painted with lead-based paint and are not enclosed under the siding items, so that all remaining exposed lead-based-painted surfaces are made intact and sound.

Work includes surface preparation of deteriorated and previously painted surfaces, application of one (1) coat of an EPA-recognized encapsulant, and application of two (2) finish coats of 100% acrylic latex exterior paint over the encapsulant.

The painted surfaces under this item include, but are not limited to, the decorative cedar shingles in the gable ends, the third-floor window frames, sash surrounds, and casings, the window bump-out, all moldings, the lattice, the decorative corbels, the soffit, fascia, beams, gable trim, columns, post blocks, railings, and all other decorative trim above the vinyl siding termination, to the roof line.

This work shall be completed in conjunction with **Item #9 – Install House Siding** and Refer to the project plans and specifications for the siding termination line and the areas to be encapsulated with new paint. The painted areas under this item are the surfaces above the white trim piece and above the vinyl siding termination, as depicted in the attached photos and project elevations.

Painting at porch Side B and porch Side D shall integrate with **Item #6 – Remove and Replace Porch Side B** and **Item #7 – Remove and Replace Porch Side D**. New and replaced trim and wood siding under **Item #12 – Remove and Replace House Trim** and **Item #13 – Remove and Replace Wood Siding** shall be finished under this item so that the completed surfaces match.

Prior to any preparation, the contractor shall establish exterior containment in accordance with lead-safe work practices and **Item #1 – Worksite Preparation and Containment**.

All work under this item shall be completed in accordance with the current HUD *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* and the U.S. EPA Renovation, Repair and Painting (RRP) Rule. The contractor shall use lead-safe work practices throughout.

Construction Details

Sequencing and Coordination

The encapsulation and painting under this item shall be phased with the siding, porch, and trim items so that no painted surface is left unfinished and no finished surface is later disturbed. The siding installation under **Item #9** and **Item #10**, the porch reconstruction under **Item #6** and **Item #7**, and the trim and wood-siding work under **Item #12** and **Item #13** shall be substantially complete at each elevation before the finish coats are applied to that elevation, so that the encapsulant and paint terminate cleanly at the new siding, channels, and flashing. The contractor shall coordinate so that the wall areas above each Z-flashing-under-molding detail installed under **Item #9** are encapsulated and painted as depicted in the attached photo.

Surface Preparation – Deteriorated Painted Surfaces

Surface preparation is the most important element of this item. The encapsulant shall not be applied over loose, peeling, or non-adhered paint. On the deteriorated surfaces, which make up the majority of the structure, the contractor shall remove all loose, peeling, flaking, and non-adhering paint by wet-scraping and lead-safe hand-tool methods, HEPA-equipped power tools where permitted. Feather and sand the edges of the remaining sound paint to a smooth, firmly bonded transition, using wet-sanding or HEPA-shrouded sanding only. Wire-brush and de-gloss all remaining sound coating so the encapsulant will bond. Wash the surfaces to remove chalk, dirt, and mildew, then rinse and allow to dry. Reseat or replace fasteners as needed, and prime any exposed bare wood with the encapsulant manufacturer's approved primer where the product data sheet requires it.

Infrared Paint Removal Option

As an option, the contractor may use an infrared heating device to soften and remove the existing deteriorated paint in lieu of, or in addition to, the wet-scraping methods described above. Infrared removal is a permitted low-temperature method under the *HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* because it operates below the temperature at which lead paint vaporizes.

Where infrared removal is used, the infrared device shall operate at a surface temperature below 1,100°F, and in no case shall an open-flame or torch or a high-temperature heat gun exceeding 1,100°F be used, as these vaporize lead and are prohibited. The contractor shall follow the device manufacturer's instructions for dwell time and operating distance.

The infrared device shall be used to heat and soften a limited area of paint, which shall then be removed with a hand scraper as the paint lifts. Softened paint and residue shall be scraped directly onto the ground containment sheeting and shall not be allowed to accumulate on or scorch the wood substrate. The contractor shall keep the substrate temperature below the point of charring and shall not use the device on or near any surface where heat could ignite adjacent framing, sheathing, dust, or debris; a fire watch

and a charged fire extinguisher shall be maintained at the work area whenever the device is in use.

All other lead-safe work practices in this item apply to infrared removal without exception, including the ground containment and protection, the prohibition on dry sanding or grinding without HEPA attachment, the collection and disposal of paint debris, and the final cleaning and clearance. After infrared removal, the substrate shall be prepared to the same condition required above.

Surface Preparation – Previously Painted, Non-Deteriorated Surfaces

A portion of the house was previously painted and the coating is presently sound. This section shall not be removed; it shall be inspected, encapsulated, and painted over under this item. The contractor shall inspect the full previously painted section for hidden deterioration, including peeling, blistering, checking, chalking, or loss of adhesion — and shall treat any deteriorated areas found as deteriorated surfaces above. On the sound areas, clean to remove dirt, chalk, and mildew, rinse, and allow to dry, and de-gloss or lightly abrade the coating to provide a mechanical key for the encapsulant, in accordance with the encapsulant manufacturer's over-coating requirements.

Decorative Cedar Shingles (Gable Ends)

At the gable ends, the decorative cedar shingle courses shall be prepared as above, taking care to remove loose and peeling paint from the butt edges and keyways of the shingles without breaking or dislodging sound shingles. Any loose or missing shingles shall be re-secured or replaced before encapsulation with the Risk Assessor's approval. Work the encapsulant into the shingle butts, keyways, and the patterned coursing so that the full profile is coated, and apply the finish coats to a uniform appearance across the gable.

Third-Floor Window Frames, Sash Surrounds, and Casings

The third-floor window frames, sash surrounds, casings, and the arched/half-round window trim in the gables shall be prepared, encapsulated, and painted. Loose and peeling paint shall be removed from the casing faces, edges, and profiles and feathered to sound paint. Where the window sash and lattice are excluded from this work, as noted on the elevations, the contractor shall prepare and coat the surrounding frame and casing up to but not including the excluded sash and lattice.

Window Bump-Out

The exterior window bump-out shall be prepared, encapsulated, and painted on all exposed painted faces, including the projecting sides, head, and sill trim, excluding the window sash and lattice as noted on the elevations. Take care to coat the underside and returns of the bump-out where water collects.

Moldings, Decorative Trim, and Decorative Corbels

All decorative moldings, trim bands, gable trim, and decorative corbels above the siding termination shall be prepared, encapsulated, and painted. The corbels, soffit, and all other areas above the vinyl siding termination at the Side B and Side D gables shall be coated as depicted on the elevations. Back-brush the encapsulant into the corbel profiles, molding returns, and reveals so that no unfinished profile or hidden face is left. Where new trim is installed under **Item #12**, that new trim shall be finished under this item to match the adjacent encapsulated trim.

Lattice

Where lattice is designated to be painted rather than excluded, both faces and the edges of the lattice members and frame shall be prepared and coated so that the full lattice profile is finished. Where the elevations exclude the lattice, it shall be masked and left unfinished under this item.

Columns, Post Blocks, Railings, Beams, Soffit, and Fascia

At the covered front porch, the covered balcony, and the car port, the columns, post blocks, railings, beams, corbels, soffit, fascia, gable, and decorative moldings to the roof line shall be prepared, encapsulated, and painted, as depicted on the painting details. This work shall be coordinated with the porch reconstruction under **Item #6** and **Item #7** so that the rebuilt and retained porch elements are finished to match. The beams, soffits, and fascia at all porches are painted under this item and are not included under the siding items.

Encapsulant and Finish Application

Apply one (1) coat of an EPA-recognized liquid or elastomeric encapsulant to all prepared painted surfaces, both deteriorated and previously painted, at the manufacturer's specified wet- and dry-film thickness and spread rate. Apply within the manufacturer's temperature, humidity, and surface-moisture limits. Back-brush or back-roll the encapsulant into the profile of the clapboard, shingles, corbels, moldings, and decorative trim, and allow the full cure and recoat time before top-coating.

Over the cured encapsulant, apply two (2) finish coats of 100% acrylic latex exterior paint that is compatible with and approved over the encapsulant system, following the encapsulant manufacturer's recoat window and compatibility requirements. Each coat shall be applied to a uniform hide and film build and allowed to dry per the paint data sheet. The finished build sequence for all painted surfaces shall be prepared substrate, encapsulant, acrylic latex, acrylic latex.

The encapsulant products shall carry a manufacturer certification of compliance with ASTM E1795 (non-reinforced) or ASTM E1797 (reinforced), as applicable, and shall be listed or recognized as a lead-based paint encapsulant. The contractor shall provide product data sheets and encapsulant certifications to the Health Department before application.

Color Selection

The finish colors shall be selected by the owner. The owner shall select three (3) colors from the top-coat manufacturer's standard exterior acrylic latex line approved for use over the encapsulant - a body color, a trim color, and an accent color for the decorative elements. Both finish coats of any given surface shall be the same selected color, and the color placement shall be confirmed in writing with the owner and the Health Department before the finish coats are applied. The contractor shall provide manufacturer color samples for owner approval before ordering the finish paint.

Cleanup and Clearance

Paint chips and debris shall be continuously contained on the ground sheeting and not allowed to spread beyond the containment. Upon completion, the contractor shall collect, bag, and dispose of all paint debris and used sheeting in accordance with applicable lead-safe and solid-waste requirements, and shall HEPA-vacuum and wet-clean the exterior work area and adjacent surfaces. The work under this item shall pass clearance and cleaning verification as required by the RRP Rule and the CCHD lead hazard control program before the work is accepted, and a visual review shall confirm that no deteriorated paint remains and that all encapsulated and painted surfaces are intact.

Basis of Payment and Measurement

Measurement and payment of this item shall be by LUMP SUM for preparing, encapsulating, and painting the exterior lead-based-painted surfaces as described, and shall include the furnishing and installation of all materials and the furnishing of all labor, tools, and equipment needed to complete the work as described.

This item shall include all surface preparation, containment and protection, the encapsulant, the finish paint, and all painting supplies and equipment, including but not limited to brushes, rollers, sprayers, primers, caulk, masking and containment materials, ground sheeting, and fasteners. This item shall also include any lift, scaffold, staging, ladders, or other heavy equipment needed to reach and complete the work at all elevations and heights, along with any infrared paint-removal equipment the contractor elects to use, cleanup, waste disposal, and clearance. No separate payment shall be made for any of the above. The cost of such work, materials, and equipment shall be included in the lump-sum price bid for this item.

ITEM #12

REMOVE AND REPLACE HOUSE TRIM

Description

Under this item the contractor shall remove and replace trim pieces on the exterior of the home, that are broken, damaged beyond repair, or rotted and painted with lead-based paint.

All work under this item shall be approved by the County Risk Assessor before removal or replacement of trim pieces.

Construction Details

Prior to installation of the water-resistant barrier in **Item #9 – Install House Siding** and encapsulation of the exterior of the home in **Item #11 – Exterior Encapsulation with Paint**, the contractor shall inspect the exterior of the home for broken, damaged, or rotted trim pieces that should not remain on the home. An example of a broken piece of trim is shown in the photo on the following page.

Once a piece of trim is identified and approved, the contractor shall remove the impacted section of trim painted with lead-based paint. Using a utility knife or other sharp instrument, carefully score all affected painted seams, to provide space for a pry instrument and to minimize paint chipping and dust generation during removal.

Replace the section of trim, in-kind with a PVC trim that is the same size and profile as the trim piece being removed. Use exterior grade fasteners and ensure a snug fit with the surrounding exterior siding materials.

This work shall be completed in conjunction with Item #9 and Item #11.

Example of Broken Trim Piece



Basis of Payment and Measurement

Measurement and payment of this item shall be by LINEAR FOOT of trim material furnished and installed and shall include all labor, materials, tools and equipment needed to complete the work as described.

ITEM #13

REMOVE AND REPLACE HOUSE SIDING

Description

Under this item the contractor shall remove and replace a section of wood cladding on the exterior of the home, that are broken, damaged beyond repair, or rotted and painted with lead-based paint.

All work under this item shall be approved by the County Risk Assessor before removal or replacement of trim pieces.

Construction Details

Prior to installation of the water-resistant barrier in **Item #9 – Install House Siding** and encapsulation of the exterior of the home in **Item #11 – Exterior Encapsulation with Paint**, the contractor shall inspect the exterior of the home for broken, damaged, or rotted siding pieces that should not remain on the home.

Once a piece of trim is identified and approved, the contractor shall remove the impacted section of siding painted with lead-based paint. Using a utility knife or other sharp instrument, carefully score all affected painted seams, to provide space for a pry instrument and to minimize paint chipping and dust generation during removal.

Replace the section of trim, in-kind with a 6” cedar, bevel siding that is the same size and profile as the existing exterior wood siding. The siding piece should be coated with a single coat of latex exterior primer. Use exterior grade fasteners, specifically used for installation of wood siding and ensure a snug fit with the surrounding exterior siding materials.

This work shall be completed in conjunction with Item #9 and Item #11.

Basis of Payment and Measurement

Measurement and payment of this item shall be by LINEAR FOOT of trim material furnished and installed and shall include all labor, materials, tools and equipment needed to complete the work as described.

ITEMIZED PROPOSAL - 3 Franklin Street, Cattaraugus (Village)

For Abatement of Lead-Based Paint Hazards

ITEM NO.	Construction	Unit	QTY.	Unit Price	Unit Price x QTY.
1	Worksite Preparation and Containment	L.S.	1		
2	Stabilization of Lead Based Paint	L.S.	1		
3	Jack and Re-Shim Sunken Porch Girder	L.S.	1		
4	Enclose Porch Floor	SQ. FT.	800		
5	Enclose Porch Ceiling	SQ. FT.	800		
6	Remove and Replace Porch Side B	L.S.	1		
7	Remove and Replace Porch Side D	L.S.	1		
8	Remove and Replace Porch Stairs	EACH	2		
9	Install House Siding	L.S.	1		
10	Install Garage Siding	L.S.	1		
11	Exterior Encapsulation With Paint	L.S.	1		
12	Remove and Replace House Trim	L.F.	50		
13	Remove and Replace Wood Siding	L.F.	100		
				TOTAL	

TOTAL AMOUNT OF BID: _____

TOTAL AMOUNT OF BID WRITTEN IN WORDS: _____

The undersigned having familiarized themselves with the requirements of the proposal affecting the cost of the materials supplied and with the Contract Documents and Specifications, hereby submit the above bid for the abatement of lead-based paint hazards at 3 Franklin Street, Cattaraugus, NY

Dated: _____

Legal Name of Person, Firm or Corporation

By: _____

Title: _____

Street No: _____

City

State

Zip

NON-COLLUSIVE BIDDING CERTIFICATION

(Required by Section 151(5) of the New York State Public Housing Law)

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

- (i) The prices in this bid/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 bidder/Proposer or with any competitor;
- (ii) Unless otherwise required by law, the prices which have been quoted in this bid/Proposal have not been knowingly disclosed by the bidder/Proposer and will not knowingly be disclosed by the bidder/Proposer prior to opening, directly or indirectly, to any other bidder/Proposer or to any competitor; and
- (iii) No attempt has been made or will be made by the bidder/Proposer to induce any other person, partnership or corporation to submit or not to submit a bid/Proposal for the purpose of restricting competition.

Name of Proposer: _____

Signature: _____

Print Name: _____

Title: _____

Date: _____

LEGAL STATUS INFORMATION

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

FIRM NAME: _____

Federal ID No.: _____

PRINCIPAL OFFICE:

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____ Email: _____

LOCAL OFFICE:

Street _____

City, State, Zip _____

Telephone (____) _____ Fax (____) _____ Email: _____

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

CHECK ONE: Corporation _____ Partnership _____ Individual _____

(Incorporated under the Laws of the State of _____)

(If foreign corporation, state if authorized to do business in the State of New York:

Yes _____ No _____ Not Applicable _____)

TRADE NAMES:

NAMES AND ADDRESSES OF PARTNERS:

_____	_____
_____	_____
_____	_____

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

Name: _____

Title: _____

Address: _____

PLEASE TYPE OR PRINT

Abatement of Lead-Based Paint Hazards in Residential Housing HUD Lead Hazard Reduction Capacity Building Grant Program

Executive Order 14 and Executive Order 16 Certification

This certification is required from all Prime Contractors and Consultants prior to contract award and all Subcontractors prior to Approval to Subcontract.

New York State Executive Order No. 14 directs State Entities, to the extent practicable, to divest their money and assets and terminate contracts with institutions or companies headquartered in Russia or with their principal place of business in Russia, “protecting New York from financing discrimination against the Ukrainian people”. New York State Executive Order (herein, “Executive Order”) No. 16 directs State Entities to refrain from entering into any new contract or renewing any existing contract with an Entity conducting business operations in Russia until such time as sanctions imposed by the federal government are no longer in effect.

For purposes of this certification, and as set forth in Executive Order No. 16, an “Entity conducting business operations in Russia” means “an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.”

Notwithstanding the foregoing, an Affected State Entity may contract with an Entity conducting business operations in Russia provided that the head of the Affected State Entity makes a determination in writing that the investment or contract is necessary for the Affected State Entity to perform its functions and that no suitable investment or contractual alternatives exist.

In accordance with Executive Order No. 14 and Executive Order No. 16 (collectively, “the Executive Orders”), specific to the bid or proposal submitted for the above referenced contract or solicitation, and as evidenced by signature affixed hereto, Offeror/Bidder/Contractor /Consultant (or any assignee) certifies they: (1) are not an Entity conducting business operations in Russia, (2) are not conducting, will not conduct, and will not engage any such company that conducts, commercial activity with (a) the Russian Government, and (b) commercial entities headquartered in Russia or with their principal place of business in Russia, in the form of contracting, sales, purchasing, investment, or any business partnership.

Cattaraugus County reserves the right to reject any bid, proposal, grants, or request for assignment of any Offeror / Bidder / Contractor / Consultant, and to pursue a responsibility review with respect to any entity that is awarded a contract, if found to be in violation of this Certification or the Executive Orders.

Contractor [Name]: _____

By [signature]: _____

Name [print]: _____

Title: _____

Date: _____
(mm/dd/yyyy)

This certification must be signed by an authorized executive or legal representative

Abatement of Lead-Based Paint Hazards in Residential Housing HUD Lead Hazard Reduction Capacity Building Grant Program

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Contractor [Name]: _____

By [signature]: _____

Name [print]: _____

Title: _____

Date: _____
(mm/dd/yyyy)

This certification must be signed by an authorized executive or legal representative



CATTARAUGUS COUNTY HEALTH DEPARTMENT

1 Leo Moss Drive, Olean, NY 14760, Tel. (716)701-3386, Fax (716) 701-3737



Public Health
Prevent. Promote. Protect.
Cattaraugus County
Health Department

Established 1923

Kevin D. Watkins, M.D., MPH, Public Health Director

Robert W. Ring, PE
Environmental Health Director

RFP Date: XX XX, XXXX

CHANGE ORDER FORM

Date: _____ CO# _____

Project Address: _____

Contractor: _____

Original Total Project Cost: _____

Current Total Project Cost: _____

Net Change by Change Order: _____

Updated Total Project Cost: _____

Invoice Attached:

☐

Description of Work Change: _____

Signature, Cattaraugus County: _____ Date: _____

Signature, Homeowner: _____ Date: _____

Signature, Contractor: _____ Date: _____

By signing the above form for additional services, all parties agree to the above contract price amendment, which may increase or decreases the previously agreed upon Total Project Cost.

CONTRACT FOR ABATEMENT OF LEAD BASED HAZARDS

This Agreement, made as of the ____ day of _____ in the year 202__ by and between _____ located at _____ (hereinafter referred to as the "Contractor") and _____ located at _____ (hereinafter referred to as the "Homeowner(s)" and "Responsible Entity") with Cattaraugus County (hereinafter referred to as the "County"), acting as an interested third parties. Collectively, the "Parties".

For all housing rehabilitation activities under this program, the Homeowner is considered the "Responsible Entity" for the purposes of procurement of contractor rehabilitation services and is therefore not subject to the requirements of 2 CFR Part 200.317-327. The County on behalf of the Homeowner, shall facilitate:

- Compiling bidder lists
- Developing a scope of work, technical specifications, and cost estimates
- Soliciting, receiving, and comparing bids
- Resolving disputes between the contractor and homeowner
- Any other administrative tasks that may arise during the term of assistance to that household

WITNESSETH that the Contractor, Homeowner and County in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - Scope of the Work

The Contractor shall furnish all labor, materials, equipment, supervision and services to perform all the Work as shown in the Contract Documents for completion of the Project generally described as Abatement of Lead-Based Paint Hazards in Residential Housing at _____.

The Parties agree that there shall be no changes to the Contract or in the Scope of Work unless reduced to writing as a Change Order and executed as an Addendum to this Contract by the Parties.

ARTICLE 2 - Time of Commencement and Completion of Work

Time of beginning, rate of progress, and time of completion are essential conditions of the Contract. The Contractor agrees to commence the Work under this contract on the date stipulated in the written Notice to Proceed which shall be issued by the County and agreed upon by all Parties.

The Work shall commence and be completed by the Contractor between the stipulated dates. The Contractor may request a change of date of the Work in writing, as long as the work has not commenced and the request is received within ten (10 days) prior to the scheduled work date.

Consideration of any extra work or supplemental Contract work added to the original Contract as well as extenuating circumstances beyond the control of the Contractor, will be given due consideration by the County before assessing Liquidated Damages against the Contractor. The Contractor will be responsible for any delays resulting from causes within the Contractor's control, including inefficient operations. See Article 8 (N) regarding Liquidated Damages.

ARTICLE 3 – Notice to Proceed

The "Notice to Proceed" (see attached form) will stipulate the date on which it is expected the Contractor will begin the work. Commencement of work by the Contractor shall be deemed and taken as a waiver of this notice on his part. In no case, however, shall the Contractor begin work prior to the date of the signing of the Contract.

ARTICLE 4 - Contract Price

In consideration of the labor, material and services rendered under this Contract, the Homeowner or its representative shall pay the Contractor, subject to any additions and deductions, as provided in Article 1 of this Contract, the sum of _____ upon the satisfactory completion of the Work.

ARTICLE 5 - Payment Schedule

The Homeowner or its representative shall make payments to the Contract as follows:

- a. Upon request from the Contractor, the County will review and approve statements prepared by the Contractor for the total quantity of work properly completed by the Contractor as of a specified date noted on the statement. The County will pay the Contractor 95% of the amount of each statement, less prior payments, forty-five (45) days after approval of the statement. Neither statement nor payment shall mean that any Work is accepted. The statements should be based on the total quantities completed for each work item.
- b. The 5% of the value of completed Work withheld from the Contractor will be paid to the Contractor by the Homeowner or its representative upon: (1) the completion of all Work to the satisfaction of the Risk Assessor and the County; and (2) A clearance examination is performed by a County Risk Assessor, satisfactory dust sample results are achieved, and Final Clearance has been issued for the home.
- c. The acceptance by the Contractor of the final payment of amounts withheld from the statements shall be and shall operate as a release to the County and Homeowner of all claims and of all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the County and others relating to or arising out of this Work.
- d. The County reserves the right, at any time, to modify or change the Plans or Specifications as deemed necessary and the Agreement shall not be invalidated thereby however;
- e. If the Contractor considers that he/she is being required to perform extra work for which no Change Order has been issued, then he/she shall serve Written Notice upon the County prior to such extra work is performed. On failure to serve this Notice, all rights of the Contractor to be paid therefore shall be forfeited.

ARTICLE 6 - Contract Documents

The Contract Documents consists of the LIRA, Instructions to Bidders, General Bid Specifications, Project Plans, Special Bid Specifications and Itemized Proposal which together with this Agreement and any Addendum to this Agreement, form the entire Contract between the Parties.

ARTICLE 7 – Contractor Representations

The Contractor is experienced in the use and interpretation of plans and specifications such as those included in these Contract Documents. He/She has carefully reviewed these and all of the Contract Documents and has found them free of ambiguity and sufficient for bid purposes. He/She has based his/her bid solely on these documents not relying on any explanation or interpretation, oral or written, from any other source.

ARTICLE 8 – Contract Provisions

The Parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the County of Cattaraugus, whether a contractor, licensor, licensee, lessor, lessee or any other party). In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Article, the terms of this Article shall control.

- A. **Non-Assignment Clause:** In accordance with Section 109 of the General Municipal Law, this contract may not be assigned by the Contractor, or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the County and any attempts to assign the contract without the County's written consent are null and void.
- B. **Workers' Compensation Benefits:** In accordance with Section 108 of the General Municipal Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.
- C. **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, national origin, age, disability or marital status. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, national origin, age, sex or disability (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all monies due hereunder for a second or subsequent violation.
- D. **Non-Collusive Bidding Requirement:** In accordance with Section 103-d of the General Municipal Law, if this contract was awarded based upon the submission of bids, Contractor warrants, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further warrants that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.
- E. **Set-Off Rights:** The County shall have all of its common law and statutory rights of set-off. These rights shall include, but not be limited to, the County's option to withhold for the purposes of set-off any monies due to the Contractor under this contract up to any amounts due and owing to the County with regard to this contract.
- F. **Record-Keeping Requirement:** The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract for a period of three (3) years following final payment or the termination of this contract, whichever is later, and any extensions thereto. The County Treasurer or County Administrator or any

other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to such books, records, documents, accounts and other evidential material during the contract term, extensions thereof and said such (6) year period thereafter for the purposes of inspection, auditing and copying. "Termination of this contract", shall mean the later of completion of the work of the contract or the end date of the term stated in the contract.

- G. Governing Law: This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.
- H. Postponement, Suspension, Abandonment or Termination of Contract: The County shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall deliver to the County all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to guarantees, warranties, as-built plans and shop drawings. In any of these events, the County shall make settlement with the Contractor upon an equitable basis as determined by the County which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.
- I. Indemnification: The Contractor and Homeowner shall defend, indemnify, and save harmless against Cattaraugus County, its officers, employees, and representatives from all suits, actions, or claims of any character brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations or workmanship of such Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act of omission, neglect, or misconduct of the Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims on amounts arising or recovered under the Workers' Compensation Law, or any other law, ordinance, order, or decree; and so much of the money due the Contractor under and by virtue of his Contract as shall be considered necessary by the County for such purpose, may be retained for the use of the County; or, in case no money is due, his/her surety may be held until such suit or suits, action or actions, claim or claims for injuries or damages as aforesaid shall have been settled and suitable evidence to that effect furnished to the County; except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he/she is adequately protected by public liability and property damage insurance. The Contractor agrees to make no claim for damages for delay in the performance of this contract occasioned by any act or omission to act of the County, Homeowner, or any of its representatives, and the Contractor agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of work as provided herein. This indemnification shall include all costs and disbursements incurred by the County in defending any suit, including attorney's fees.
- J. Requests for Payment: All requests for payment by the Contractor must be submitted on forms supplied and approved by the County. Each payment request must contain such items of information and supporting documentation as required by the County, and shall be all inclusive for the period of time covered by the payment request.
- K. Performance of Work Required: The Contractor agrees that during the performance of the work required pursuant to this Agreement, the Contractor and all officers, employees, agents or representatives working under the Contractor's direction shall strictly comply with all local, state or federal laws, ordinances, rules or regulations controlling or limiting in any way the performance of the work required by this Agreement. Furthermore, each and every provision of law required to be inserted in this Agreement shall be deemed so inserted, and the Agreement shall be read and enforced as if such provisions were so inserted.

The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause, including this paragraph.

- L. Independent Contractor Status: It is understood that the Contractor is an independent Contractor and shall not be considered an agent of the County or Homeowner nor shall any of the Contractor's employees or agents be considered sub-agents for the County or Homeowner. The final contract will be between the Homeowner and the Contractor, and County as an interested third party, and is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association. The employees and agents of one party are not the employees or agents of the other party for any purpose whatsoever. The Contractor understands and agrees that all persons performing work pursuant to the final contract are for purposes of workers' compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all workers' compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor hereunder. The employees and agents of each party shall while on the premises of the other party, comply with all rules and regulations of the premises including, but not limited to security requirements. The Contractor agrees to comply with the nondiscrimination employment policies as required by applicable state and federal laws and regulations regarding employment discrimination. The Contractor assures the County that in accordance with applicable law it does not, and agrees that it will not, discriminate in any manner on the basis of age, color, creed, national origin, race, religious belief, sexual preference, or handicap.

In the event that the terms and conditions of the Agreement are not strictly enforced by the County, such non-enforcement shall not act as or be deemed to act as a waiver or modification of this Agreement, nor shall such non-enforcement prevent the County from enforcing each and every term of this Agreement thereafter.

- M. Severability: If any provision of this Agreement is held invalid by a court of law, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the laws of the State of New York.
- N. Liquidated Damages The contractor shall be assessed a penalty of \$250 for work not complete within the specified time frame, where Interim Clearance or Final Clearance is not achieved. The Contractor acknowledges the time for completion of the Work is reasonable, taking into consideration all facts and circumstances bearing upon the Work.

ARTICLE 9 – Homeowner and Tenant Responsibilities

- a. The Homeowner and tenant shall permit the Contractor to use at no cost, existing utilities such as light, heat, power and water as necessary to carry out and complete the Work.
- b. The Homeowner and tenant shall cooperate with the Contractor to facilitate the performance of the Work, including all items agreed upon in the Worksite Preparation Form.
- c. The Homeowner and tenant shall allow the Contractor to work at the site during the contract period and agree not to reenter the home at any time until Interim Clearance or Final Clearance is achieved, and authorized to do so by the County.
- d. The Homeowner and tenant shall permit the County or their designee, or the agents of other funding sources assisting in the financing of the Contract, to examine and inspect the rehabilitation work.

ARTICLE 10 - Conflict of Interest

- a. The Contractor warrants that to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the County.
- b. An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair the Contractor's objectivity in performing the work for the County.
- c. The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the County. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the County, to avoid, mitigate, or minimize the actual or potential conflict.
- d. The County may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the County, then the County may terminate the contract, or pursue such other remedies as may be permitted by law or this contract. The terms of Clause (k) of this Section or other applicable contract provision regarding termination shall apply to termination by the County pursuant to this clause.
- e. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform to the language of this clause.

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

Attest _____

By:

Homeowner

Attest _____

By:

Contractor

Attest _____

By:

County

ACKNOWLEDGMENT OF CONTRACTOR

STATE OF NEW YORK)SS
COUNTY OF CATTARAUGUS)

On this ____ day of _20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public (SEAL)

ACKNOWLEDGMENT OF HOMEOWNER

STATE OF NEW YORK)SS
COUNTY OF CATTARAUGUS)

On this ____ day of _20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City/Town of _____ in State of__.

Notary Public (SEAL)

ACKNOWLEDGMENT OF COUNTY

STATE OF NEW YORK)SS
COUNTY OF CATTARAUGUS)

On this ____ day of _20_____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public (SEAL)