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ALBANY COUNTY SHAKER PLACE REHABILITATION & NURSING CENTER CAFÉ RENOVATION
ALBANY, NEW YORK

October 6, 2023

OWNER	County of Albany Shaker Place Nursing Home Albany, New York
ARCHITECT	Angerame Architects, P.C. 30 Essex Street Albany, New York 12206 (518) 454-9300
STRUCTURAL ENGINEER	MRH Engineering, P.C. 20 Bayberry Drive Queensbury, New York 12804 (518) 792-4042
MECHANICAL/PLUMBING/ ELECTRICAL ENGINEER	Engineered Solutions 646 Plank Road, #104 Clifton Park, New York 12065 (518) 280-2410

NOTICE TO BIDDERS -- ALBANY COUNTY
REQUEST FOR BIDS #2024-150

Sealed Bids for Shaker Place Café Project as requested by Shaker Place Nursing and Rehabilitation Center will be received by the Albany County Purchasing Agent, Room 1000, 112 State Street, Albany, New York 12207 until 11:00 AM, local time on Thursday, _____.

Request for Bid (RFB) documents may be obtained at the office of the Albany County Purchasing Agent, as noted above. RFB documents may be available for download from the Empire State Bid System website at **http://www.empirestatebidsystem.com** starting by close of business (4:30 p.m.) on **(insert publish date).**

A site visit will be held (insert date, time and location). This is the only scheduled site visit. Interested bidders are strongly urged to attend.
‘

Pamela O Neill
Purchasing Agent

Dated: Albany, New York
(insert today’s date)

PUBLISH ONE DAY – (insert publish date) -- THE EVANGELIST
PUBLISH ONE DAY – (insert publish date) -- THE TIMES UNION

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES PURCHASING DIVISION
112 STATE STREET, ROOM 1000, ALBANY, NY 12207
TELEPHONE: 518-447-7140/ FAX: 518-447-5588
Pamela.oneill@albanycountyny.gov

TITLE: Shaker Place Café Project RFB NUMBER: 2024-150

Receipt Confirmation Form

Please complete and return this confirmation form as soon as possible:

Pamela O Neill
Purchasing Agent
County of Albany
112 State Street, Room 1000
Albany, NY 12207

IF YOU PLAN TO SUBMIT A BID, YOU MUST RETURN THIS FORM TO ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS RFB.

Company Name:_____

Address:_____

City: _____State:_____ Zip Code: _____

Contact Person: _____

Title: _____

Phone Number: _____ Fax Number: _____ E-Mail: _____

If a Bidders/Proposers meeting has been arranged for this Bid/RFP, please indicate if you plan to attend:
☐ **Yes** / ☐ **No**

I authorize the County of Albany to send further correspondence that the County deems to be of an urgent nature by the following method (check):

Fax Number: _____ E-Mail: _____

COUNTY OF ALBANY
DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

NON-BIDDER RESPONSE

RFB #2023-109

The Albany County Department of General Services, Purchasing Division, is interested in the reasons why bidders fail to submit bids. Please indicate your reason(s) by checking all appropriate item(s) below and returning this form to the above address.

- ☐ Could not meet specifications or Scope of Services.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements are too restricting.
- ☐ Bond requirements are too restricting.
- ☐ Specifications or Scope of Services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to firm.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid.
- ☐ Other reasons; please state and define:

_____

_____

_____

_____

Vendor Name:_____

Contact Person:_____

Vendor Address:_____

Vendor Telephone:_____

COUNTY OF ALBANY
REQUEST FOR BIDS
GENERAL INSTRUCTIONS TO BIDDERS

BID DISTRIBUTION- ***IMPORTANT NOTICE***

The County of Albany officially distributes bidding documents through the Purchasing Division Office or through the Empire State Bid System website at **http://www.empirestatebidsystem.com**. Copies of bidding documents obtained from any other source are not considered official documents. Only those vendors who obtain bidding documents from either the Purchasing Division Office or the Empire State Bid System are guaranteed to receive addendum information, if such information is issued.

If you have obtained this document from a source other than the Albany County Purchasing Division or the Empire State Bid System, it is strongly recommended that you obtain an official copy.

SECTION 1: BID IDENTIFICATION

1.1 Title: **Shaker Place Café Project**
1.2 Requesting Department: **Shaker Place Nursing and Rehabilitation Center**
1.3 Bid Number: **2024-150**

SECTION 2: PURPOSE

2.1 The intent of these specifications is to furnish information to responsible bidders for the purpose of obtaining bids for **Shaker Place Café Project** as requested by **Shaker Place Nursing and Rehabilitation Center.**

2.2 Minority Business Enterprises (MBE's) and Women Business Enterprises (WBE's) are encouraged to apply.

2.3 The apparent Successful Bidder will be required to submit DBE participation information and, as a condition of receiving the contract, demonstrate good faith efforts in meeting DBE goals, as outlined in Article SC 19 of the Albany County Affirmative Action Plan, attached hereto

SECTION 3: BIDDING DOCUMENTS

3.1 Complete sets of the Bidding Documents may be obtained or examined as stated in the Notice to Bidders.

3.2 Complete sets of Bidding Documents must be used in preparing bids. The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

SECTION 4: SUBMISSION OF BIDS

4.1 Bids and any other required documents must be submitted, sealed in an opaque envelope, plainly marked with the name and number of the bid and the name and address of the bidder and accompanied by the required documents. Bids must be received no later than ***XX:XX A.M. ON [INSERT BID OPENING DAY], [BID OPENING DATE] HERE*****,** at the following address:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, ***Room 1000***
Albany, NY 12207

4.2 All bids received after the time stated in the "Notice to Bidders", or the bid submission deadline as modified by formal addendum consistent with Section 14 of this Request for Bids, may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of Albany County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

4.3 Albany County reserves the right to reject any or all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive or conditional bids.

4.4 **There will be a site visit on_____, at_____**

This will be the only scheduled site visit. Interested bidders are strongly urged to attend.

SECTION 5: TERM OF BID

5.1 The bid shall be in effect from the date of contract execution until completion of all work under the contract. Prices shall remain firm for the entire bid period.

SECTION 6: BID SECURITY

6.1 Each bid must be accompanied by a bid bond or certified check in the amount of **5% of total bid in United State Currency** drawn upon a national or state bank or trust company, to the order of the Director of Finance, Albany, County. If bid is accepted, the successful

Bidder will enter into a contract for the same and will execute such further security as may be required for the performance of the contract. BID SECURITY SHALL BE INCLUDED WITH BID AT TIME OF BID OPENING; FAILURE TO DO SO MAY CAUSE REJECTION OF THE BID AS MATERIALLY INCOMPLETE.

6.2 The Bid Security of the successful Bidder will be retained until such Bidder has executed the contract and furnished the required Contract Security, whereupon it will be returned. If the successful Bidder fails to execute and deliver the contract and furnish the required Contract Security within fifteen (15) days of the Notice of Award, the County may annul the Notice of Award and the Bid Security of that Bidder will be forfeited.

6.3 Bid security of other bidders will be returned within seven (7) days after the award of contract to the successful Bidder.

SECTION 7: QUALIFICATION OF BIDDER

7.1 All bidders shall submit the Bidder Qualification Questionnaire as part of the bid. Each bid must contain evidence of the bidder's qualification to do business in New York State or covenant to obtain such qualification prior to award.

7.2 All bidders shall submit the Vendor Responsibility Questionnaire (Attachment "C") as part of the bid.

7.3 In addition, Albany County may make such investigations it deems necessary to determine the ability of the Bidder to perform the work. The bidder shall furnish to the County, within five (5) days of a request, all such information and data for this purpose as may be requested. The County reserves the right to reject any bid if the information submitted by, or investigation of, a 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.

7.4 All bidders must document five (5) or more years in the business of providing the **Construction Services**

7.5 Bidder must include at least five **Construction Services,** customer references.

SECTION 8: Section not in use

SECTION 9: DISQUALIFICATION

9.1 The County reserves the right to refuse to issue Bidding Documents to a prospective bidder should such bidder be in default for any of the following reasons:

(a) Failure to comply with any pre-qualification regulations of the County, if such regulations are cited, or otherwise included, in the Bidding Documents as a requirement for bidding.

(b) Bidder's failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force (with the Owner) at the time the County issues the Bidding Documents to a prospective bidder.

(c) Bidder's default under previous contracts with the County.

(d) Bidder's unsatisfactory work on previous contracts with the County.

9.2 Bids received from bidders who have previously failed to complete contracts within the time required, or who have previously performed similar work in an unsatisfactory manner, may be rejected. A bid may be rejected if the bidder cannot show that it has the necessary ability, plant and equipment to commence the work at the time prescribed and thereafter to perform and complete the work at the rate or within the time specified. A bid may be rejected if the bidder is already obligated for the performance of other work which would delay the commencement, performance or completion of the work.

9.3 Albany County reserves the right to reject any bid if the information 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.

9.4 Bids will be considered irregular and shall be subject to rejection for the following reasons:

(a) If the bid is on a form other than that furnished by Albany County, or, if the Albany County's form is altered, or, if any part of the bidding documents is detached.

(b) If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind which make the bid incomplete, indefinite, or otherwise ambiguous.

(c) If the bid is not accompanied by the bid security specified by the Albany County.

SECTION 10: PREVAILING WAGE

10.1 All laborers providing services under this contract, whether employed by the Contractor or by the Subcontractor(s), shall be paid not less than the current prevailing rate of wages and shall be provided supplements not less than the prevailing supplements as established by the New York State Department of Labor, per the New York State Prevailing Schedule of Wages.

10.2 All vendors submitting bids agree to conform to all current NYS Department of Labor and prevailing wage laws. The County has applied for and has received a PRC number for this project, which has been included with this document as an attachment. The successful vendor(s) is/are responsible for complying with all current labor rates and regulations

throughout the duration of any contract resulting from this document. For policy or rate questions call the NYS Department of Labor at (585) 258-4505. Actual rates are available via the internet at: https://wpp.labor.state.ny.us/wpp/showFindProject.do?method=showIt **or** from the Albany County Purchasing Department at the address listed on the Notice to Bidders.

10.3 Payrolls and Payroll Records: Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least five (5) years from the project's date of completion. At a minimum, payrolls must show the following information for each person employed on a public work project: Name, Social Security number, Classification(s) in which the worker was employed, Hourly wage rate(s) paid, Supplements paid or provide, and Daily and weekly number of hours worked in each classification.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury. The Department of Jurisdiction (Contracting Agency) shall receive and maintain such payrolls.

SECTION 11: NON-COLLUSIVE BIDDING CERTIFICATE

11.1 All bidders bidding under the provisions of the specifications are subject to the provisions of Section 103 of the General Municipal Law of the State of New York. A signed Non-Collusive Bidding Certificate (Attachment "A") is required to be submitted with each bid on the form provided by the County.

SECTION 12: BID FORM

12.1 The Bid Form is attached hereto; additional copies may be obtained from the County.

12.2 Bids must be made on the Bid Form provided by the County. The Bid Form must be completed in ink or by typewriter. The Bid Form must also be signed by an authorized representative of the bidder.

12.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign on behalf of the corporation) and the corporate seal must be affixed by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

12.4 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature. The official address of the partnership must be shown below the signature.

12.5 All names must be printed or typed below the signature.

12.6 The bid must contain an acknowledgment of receipt of all Addenda (the number of which will be filled in on the Bid Form).

12.7 The address to which communications regarding the bid are to be directed must be included on the Bid Form.

SECTION 13: EQUIVALENT GOODS

13.1 Manufacturers name brands are listed to indicate minimum requirements and bidding may be on brands listed, (if specified), or equivalent. Specifications shall be furnished by bidder to support equivalency. In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better" or "or equal", the successful bidder agrees, that his own cost and expense, to defend such claim or claims and agrees to hold the County of Albany free and harmless from any and all claims for loss or damage arising out of this transaction for any reasons.

SECTION 14: SPECIFICATION CLARIFICATION

14.1 All inquiries with respect to this Request for Bids must be directed to the Albany County Purchasing Agent as follows:

Pamela O Neill
Albany County Purchasing Agent
112 State Street, ***Room 1000***
Albany, NY 12207
Telephone: (518) 447-7140
Facsimile: (518) 447-5588
Email: pamela.oneill@albanycountyny.gov

14.2 All questions about the meaning or intent of the specifications must be submitted to the aforementioned designated person in writing. Replies will be issued by Addenda mailed or delivered to all parties recorded as having received the bidding documents. Questions received less than four (4) days prior to the date of submission of bids will not be answered. The County will be bound only by responses given by formal written Addenda.

SECTION 15: BID EVALUATION

15.1 Bids shall remain valid until:

(a) the execution of a contract by Albany County; or

(b) the award of a purchase order by Albany County; or

(c) as otherwise rejected by Albany County.

15.2 Bids received will be evaluated by Albany County and will be based, as a minimum, upon the following criteria:

(a) Lowest total bid cost and projected timetable for completion of services and/or delivery of goods described herein;

(b) Completeness of the bid; and

(c) Bidder's demonstrated capabilities and professional qualifications.

15.3 The County reserves the right to award this contract on a per item or aggregate basis, whichever is most beneficial to the County of Albany. Bidders need not submit bids for all items listed to be eligible for an award of this contract.

15.4 The County reserves the right to purchase items pursuant to General Municipal Law 103 from New York State Contracts, other County, political subdivision or district contracts, or other Governmental Agency or New York State Preferred Sources within its discretion.

SECTION 16: MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bids may be modified or withdrawn at any time prior to the opening of bids by an appropriate document duly executed (in the manner that a bid must be executed) and delivered to the place where bids are to be submitted.

16.2 If, prior to awarding of the contract or within three days after opening, whichever period is shorter, any bidder files a duly signed written notice with the County and promptly thereafter demonstrates to the reasonable satisfaction of the County that there was a material and substantial mistake in the preparation of its bid, that bidder may withdraw its bid and the bid security will be returned.

SECTION 17: AWARD OF BID

17.1 After the award has been approved by the proper County governing authority, the successful bidder will be issued a Notice of Award. A notice of contract award shall not be binding upon the County until the contract has been fully executed by both parties.

The following documents shall be incorporated, to the extent deemed appropriate in the sole discretion of the County, within the contract between Albany County and the apparent successful Bidder: the successful Bidder’s bid, this Request For Bids and any written Addenda issued by Albany County in response to inquiries of prospective bidders as set forth in Section 12.2 hereof.

17.2 No successful bidder to whom a contract or purchase order is let, granted or awarded, shall assign, transfer, convey, sublet, or otherwise dispose of same, or of its right, title, and interest herein, including the performance of the contract or purchase order or the right to receive monies due or to become due, or of its power to execute the contract or purchase order without the prior written consent of the Albany County Purchasing Agent. In the event the contractor shall without prior written consent assign, transfer, convey, sublet or otherwise dispose of the contract or purchase order or of its right, title and interest therein, including the performance of this contract or purchase order, or the right to receive monies due or to become due, or its power to execute such contract or purchase order to any other person or corporations, or upon receipt by Albany County of an attachment against the Successful Bidder, the County of Albany shall be relieved and discharged from any and all liability and obligation growing out of such contract or purchase order to such contractor, and the person or corporation to which such contract or purchase order shall have been assigned, its assignees, transferees or sub lessees shall forfeit and lose all monies theretofore assigned under the contract or purchase order, except so much as may be required to pay its employees.

SECTION 18: PERFORMANCE BOND

18.1 A separate Performance and Payment, Labor and Materials Bond in a form satisfactory to the Albany County Purchasing Agent and the Albany County Attorney, or its cash equivalent, equal to **100% of Total bid** is required of the successful Bidder. The successful Bidder to whom the contract is awarded shall within seven (7) days after the date of notification of the acceptance of its bid, provide security as required by the contract in a form acceptable by the County.

In case of its failure to do so, or in case of its failure to give further security as herein prescribed, the successful Bidder will be considered as having abandoned the same and the certified check or other bid security accompanying its bid shall be forfeited to the County of Albany.

SECTION 19: INSURANCE REQUIREMENTS

19.1 The successful Bidder will be required to procure and maintain at its own expense the following insurance coverage:

(a) **Workers' Compensation and Employers Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.

(b) **Automobile Liability Insurance:** A policy or policies with the limits of not less than $500,000 combined for each accident because of bodily injury sickness or disease, sustained by any person, caused by accident, and arising out of the ownership, maintenance or use of any automobile for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance or use of any automobile.

(c) **General Liability Insurance:** A policy or policies of comprehensive all-risk insurance with limits of not less than:

Liability For:	Combined Single Limit
Property Damage	$1,000,000
Bodily Injury	$1,000,000
Personal Injury	$1,000,000

(d) **Disability Insurance:** A policy or policies providing appropriate disability benefits in accordance with Section 220 Subdivision 8 of the Disability Benefits Law (DBL)

19.2 Each policy of insurance required shall be of form and content satisfactory to the Albany County Attorney.

(a) The insurance policies shall name the County of Albany as certificate holder and primary/non-contributory additional insured on all liability policies. **The bid number must appear on policy.**

(b) The policy shall not be changed or canceled until the expiration of thirty (30) days after written notice to Albany County. It shall be automatically renewed upon expiration and continued in force unless Albany County is given at least thirty (30) days written notice to the contrary.

19.3 No work shall be commenced under the contract or purchase order until the successful Bidder has delivered to the County Purchasing Agent or his designee proof of issuance of all policies of insurance required by the contract to be procured by the successful Bidder. If at any time, any of said policies shall expire or become unsatisfactory to the County, the successful Bidder shall promptly obtain a new policy and submit proof of insurance of the same to the County for approval. Upon failure of the successful Bidder to furnish, deliver and maintain such insurance as above provided, the contract or purchase order may, at the election of the County, be forthwith declared suspended, discontinued or terminated. Failure of the successful Bidder to procure and maintain any required insurance shall not relieve the successful Bidder from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the successful Bidder concerning indemnification.

SECTION 20: INDEMNIFICATION

20.1 The successful Bidder shall defend, indemnify and save harmless the County, its employees and agents, from and against all claims, damages, losses and expenses (including, without limitation, reasonable attorneys' fees) arising out of, or in consequence of, any negligent or

intentional act or omission of the successful Bidder, its employees or agents, to the extent of its or their responsibility for such claims, damages, losses and expenses.

SECTION 21: REMEDY FOR BREACH

21.1 In the event of a breach by CONTRACTOR, CONTRACTOR shall pay to the COUNTY all direct and consequential damages caused by such breach, including, but not limited to, all sums expended by the COUNTY to procure a substitute contractor to satisfactorily complete the contract work, together with the COUNTY's own costs incurred in procuring a substitute contractor.

SECTION 22: DELIVERY AND PAYMENT

22.1 All bid prices shall include freight and shall be quoted F.O.B. destination.

22.2 Prior to payment, the items furnished and or work performed will be inspected by the Purchasing Agent or his designee to determine their conformity to specification. No payment will be made for items or work not meeting specification.

22.3 Payment will be made upon the submission of a completed Albany County Claim Form.

22.4 ALBANY COUNTY IS NOT SUBJECT TO FEDERAL, STATE OR LOCAL TAXES.

SECTION 23: CASH DISCOUNT

23.1 Cash discounts may be offered by a bidder for prompt payment of bills, but such cash discounts will not be taken into consideration in determining the low bidder.

23.2 For purposes of any applicable cash discount, the payment date shall be calculated from the receipt of invoice or final acceptance of the goods, whichever is later.

SECTION 24: EXTENSION OF BIDS TO ALL POLITICAL SUBDIVISIONS AND AUTHORIZED DISTRICTS LOCATED IN THE STATE OF NEW YORK

24.1 It is the intent of this Request For Bids that all political subdivisions, and districts located in the State of New York, be entitled to make purchases of materials, equipment or supplies from the resulting the bid award.

24.2 No officer, board or agency of a county, town, village, or school district shall make any purchase through the County when bids have been received for such purchase by such officer, board or agency, unless such purchase may be made upon the same terms, conditions and specifications at a lower price through the County.

24.3 All purchases shall be subject to audit and inspection by the other political subdivisions for which the purchase was made.

24.4 All orders will be placed by the participating entities. Each participating entity shall be billed by and make payment directly to the successful Bidder.

24.5 Upon request, participating entities must furnish the successful Bidder with the proper tax exemption certificates or documentation of tax exempt status. (Purchase orders should have this information and be retained for documenting the tax exempt sale.)

24.6 The sole responsibility in regard to performance of the bid, or any obligation, covenant, condition or term thereunder by the successful Bidder and the participating entities will be borne and is expressly assumed by the successful Bidder and the participating entities and not by Albany County. In the event of a failure or breach in performance of any such bid by a participating entity or the successful Bidder, Albany County, specifically and expressly disclaims any and all liability for such defective performance or breach, or failure of either party to perform in accordance with its obligations, covenants and the terms and conditions of this Albany County centralized bid.

SECTION 25: MACBRIDE PRINCIPLES

25.1 Contractor/Proposer hereby represents that said contractor/proposer is in compliance with the MacBride Principles of Fair Employment as set forth in Albany County Local Law No. [3] for 1993, in that said contractor/proposer either (a) has no business operations in Northern Ireland or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles, and shall permit independent monitoring of their compliance with such principles. In the event of a violation of this stipulation, the County reserves all rights to take remedial measures as authorized under section 4 of Local Law No. [3] in 1993, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the contract/proposer in default and/or seeking debarment or suspension of the contractor/proposer.

25.2 In the case of a contract which must be let by competitive sealed bidding, whenever the lowest bidder has not agreed to stipulate to the conditions set forth in this section, and another bidder who has agreed to stipulate to such conditions has submitted a bid within five percent of the lowest bid for a contract to supply goods, services or construction of comparable quality, the contracting entity shall refer the contract to the County Legislature, which shall determine whether the lowest bidder is responsible. In making such determination, the County Legislature may consider, as a factor bearing on responsibility, whether the lowest bidder discriminates in employment in Northern Ireland.

25.3 As used in this section, the term “contract” shall not include contracts with government and non-profit organizations, contracts awarded pursuant to an emergency procurement procedure or contracts, resolutions, indentures, declarations of trust or other instruments of authorizing or relating to the authorization, issuance, award, sale or purchase or bonds, certificates of indebtedness, notes or other fiscal obligations of the County, provided that the policies of this section shall be considered when selecting managing underwriters in connection with such activities.

25.4 The provisions of this section shall not apply to contracts for which the County receive funds administered by the United States Department of Transportation, except to the extent Congress has directed that the Department of Transportation not withhold funds from states and localities that choose to implement selective purchasing policies based on agreement to comply with the MacBride Principles, or to the extent that such funds are not otherwise withheld by the Department of Transportation.

SECTION 26: NON-INTERRUPTION OF WORK AGREEMENT

26.1 The following is taken from Resolution No. 298 adopted by the Albany County Legislature on December 4, 1986:

"RESOLVED, That any person, firm, corporation, partnership or other entity (hereinafter "contractor") as a prerequisite to the award of any public works contract by the County of Albany, shall agree that it will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the contractor or by any of the trades working in or about the public works and/or premises where the work is being performed, and, be it further

"RESOLVED, That in awarding contracts for public works, the County of Albany shall consider the ability of the contractor to undertake the work without interruption due to labor strife or unrest, and, be it further

"RESOLVED, That unless such contractor shall demonstrate to the satisfaction of the County of Albany that it will not intentionally engage in such conduct as aforesaid which will or may result in the interruption of the performance of the public work, then and in that event, such public works contract shall not be awarded to such contractor."

A signed Non-Interruption of Work Agreement is required to be submitted with each bid in the form specified with the bid documents.

SECTION 27: APPRENTICESHIP TRAINING PROGRAMS

Contractors on an Albany Construction Project with an **anticipated <u>total</u> project cost** of more than $250,000 are subject to the following:

A. In accordance with Albany County Legislative Resolution No. 70 of February 10, 2003, Resolution No. 251-a of September 12, 2011 and Resolution No. 373 of August 13, 2018, together with Section 816-b of the New York State Labor Law, contractors of County construction projects with an aggregate value (which shall mean the total cost of all contracts of the project) in excess of $250,000 or more shall have in place agreements providing appropriate apprenticeship training programs approved by the Commissioner of the Department of Labor for the type and scope of work to be performed, at the time of bid date and prior to entering into a contract with Albany County.

B. A bidder who submits a bid for a County construction contract for which the contract amount is $250,000 or more **shall submit with the bid package** the following documents **for <u>each</u> apprentice agreement** intended to meet the requirements of Res. No. 373 for 2018:

(1). A copy of the current New York State Department of Labor (NYS DOL) "Apprentice Training Program Registration Agreement" (NYS DOL Agreement) issued to the bidder as a sponsor –or- issued to a NYS DOL apprenticeship sponsor with whom the bidder has an apprenticeship training agreement; AND

(2). If the bidder is not the named sponsor on the NYS DOL Agreement described in (a), a copy of the apprenticeship training agreement between the bidder and the named sponsor.

C. Prior to entering into a construction agreement with Albany County, a contractor shall submit, Certificates of Completion showing that the contractor, or its sponsor, graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which the length of the program is hereby defined to be two years. If a contractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying its signatory status.

Note: Apprenticeship agreements which are in probationary status shall be exempt from the graduation requirement during the period of probationary status, and apprenticeship agreements in place as of August 13, 2018 which were in probationary status during the period preceding the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, shall be exempt from the graduation requirement for a period measured from the date of the apprenticeship program is registered with the New York State Department of Labor, plus the specific trade's program length, plus two years.

D. The contractor shall submit the required Certificates of Completion as part of any bid submitted in connection with a construction contract and shall provide to the County department or agency administering the construction contract the identity of apprentices who have graduated from its apprenticeship program.

E. If a contractor utilizes a subcontractor on the project, the contractor shall submit Certificates of Completion showing that the subcontractor or the subcontractor's sponsor graduated at least one apprentice from a state approved and registered apprenticeship program, in the trade and/or job title called for within the construction contract, within a time period immediately preceding the bid date of such project, the length of said time period to be calculated by adding twenty-four months to the specific trade's program length as set forth in the New York State Prevailing Wage Schedule, except for the trade of laborer for which

the length of the program is hereby defined to be two years. The contractor shall submit these certificates at a time designated by the department or agency administering the construction contract, but in any event, these forms must be received by the County prior to a subcontractor beginning work under the contract. If the subcontractor is a signatory to a sponsor, the contractor shall submit to the County a letter from the sponsor verifying the signatory status.

SECTION 28: OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) CONSTRUCTION SAFETY AND HEALTH COURSE

28.1 In compliance with NYS Labor Law Sec. 220-h, the contract required for the construction, reconstruction, maintenance and/or repair of the public work herein described, where the total cost of all work to be performed is at least TWO HUNDRED FIFTY THOUSAND ($250,000.) DOLLARS, shall require that all laborers, workers, and mechanics employed in the performance of the work on the public work site either by the Contractor, sub-contractor or other person doing or contracting to do the whole or a part of the work herein described, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health approved by the U.S. Department of Labor's Occupational Safety and Health Administration that is at least ten hours in duration.

SECTION 29: AFFIRMATIVE ACTION REQUIREMENTS

29.1 It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of $100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

29.2 In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

29.3 In an effort to assist contractors with compliance attached you will find the following: Article SC19-Affirmative Action Plan and Department of Affirmative Action Compliance Forms.

SECTION 30: SUBCONTRACTORS

30.1 When the preparation of separate specifications is not required, each bidder must submit with its bid a separate sealed list that names each subcontractor that the bidder will use to perform the work on the contract, and the agreed upon amount to be paid to each, for (1) plumbing

and gas fitting, (2) steam heating, hot water heating, ventilating and air conditioning apparatus, and (3) electric wiring and standard illuminating fixtures. After the low bid is announced, the sealed list submitted with the low bid must be opened and the names of the subcontractors announced. The sealed lists submitted by all other bidders must be returned unopened after the award of the contract.

Any subsequent change of subcontractor or agreed upon amount to be paid to each subcontractor must be approved by the political subdivision, upon a showing of [il]legitimate construction need" for the change, which must be open to public inspection. The term "legitimate construction need" is defined to include, but not be limited to (1) a change in project specification, (2) a change in construction material costs, (3) a change in subcontractor status as determined pursuant to Labor Law §222(2)(e), relative to project labor agreements, or (4) a situation in which the subcontractor has become otherwise unwilling, unable or unavailable to perform the subcontract.

SECTION 31: INTERPRETATION

31.1 In the event of any discrepancy, disagreement or ambiguity among the documents which comprise this RFB, and/or, the Agreement (between the County and the successful bidder/proposer) and its incorporated documents, the documents shall be given preference in the following order to interpret and to resolve such discrepancy, disagreement or ambiguity: 1) the Agreement; 2) the RFB; 3) the Contractor's bid.

SECTION 32: NON APPROPRIATIONS CLAUSE

32.1 Notwithstanding anything contained herein to the contrary, no default shall be deemed to occur in the event no funds or insufficient funds are appropriated and budgeted by or are otherwise unavailable to the County for payment under this Agreement. The County will immediately notify the Contractor of such occurrence and this Agreement shall terminate on the last day of the fiscal period for which appropriations were received without penalty or expense to the County of any kind whatsoever, except as to those portions herein agreed upon for which funds shall have been appropriated and budgeted.

SECTION 33: IRANIAN ENERGY SECTOR DIVESTMENT

33.1 Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled "Iranian Energy Sector Divestment", in that said Contractor/Proposer has not:

(a) Provided goods or services of $20 Million or more in the energy sector of Iran including but not limited to the provision of oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran; or

(b) Acted as a financial institution and extended $20 Million or more in credit to another person for forty-five days or more, if that person's intent was to use the credit to provide goods or services in the energy sector in Iran.

33.2 Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.

33.3 Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:

(a) "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b)."

Albany County will accept this statement electronically in accordance with the provisions of Section 103 of the General Municipal Law.

33.4 Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefor. The County reserves its rights, in accordance with General Municipal Law Section 103-g to award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:

(1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The County of Albany has made a determination that the goods or services are necessary for the County to perform its functions and that, absent such an exemption, the County of Albany would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the County in writing and shall be a public document.

SECTION 34: STORMWATER MANAGEMENT PROGRAM

34.1 Bidder understands that Albany County is a regulated entity subject to the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003), and must comply with the terms and conditions of the aforementioned Permit. Bidder further understands that under the New York State Environmental Conservation Law, it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards, and that Albany County adopted Local Law 7 of 2007 enabling the County to take action against any discharges that cause or contribute to a violation of water quality standards. Bidder agrees to comply with the terms and conditions of the SPDES General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (GP-0-15-003) as well as Albany County Local Law No. 7 for 2007 and any Best Management Practices developed pursuant to the foregoing, as established in Albany County's Stormwater Management Program Plan. Bidder also agrees to implement any corrective actions identified by Albany County or a representative pursuant to the above regulations, and further understands that any non-compliance by the County will not diminish, eliminate, or lessen Bidder's own liability. **Awarded bidder shall execute and deliver to the County a certification statement acknowledging the above provisions prior to commencing any work (see Sheet MS4-1/Attachment "E").**

SECTION 35: Section not in use

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Shaker Place Café Project**
Bid Number: **2024-150**

THIS BID IS SUBMITTED TO:

Pamela O Neill, Purchasing Agent
Albany County Department of General Services
Purchasing Division
112 State Street, Room 1000
Albany, NY 12207

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into a Contract with the owner in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the Disposition of Bid Security. This Bid may remain open for ninety (90) days after the day of Bid opening. BIDDER will sign the Contract and submit the Contract Security and other documents required by the Contract Documents within fifteen days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in this Contract, that:

(a) BIDDER has examined copies of all the Contract Documents and of the following addenda: (If none, so state)

Date Number

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders;

(b) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary;

(c) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other BIDDER to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the owner.

4. BIDDER will complete the Work for the following prices(s): (Attach Bid Proposal)

5. BIDDER agrees to commence the Work within the number of calendar days or by the specific date indicated in the Contract. BIDDER agrees that the Work will be completed within the number of Calendar days or by the specific date indicated in the contract.

6. The following documents are attached to and made a condition of this Bid:

(a) Non-Collusive Bidding Certificate (Attachment "A")

(b) Acknowledgment by Bidder (Attachment "B")

(c) Vendor Responsibility Questionnaire (Attachment "C")

(d) Iranian Energy Divestment Certification (Attachment "D")

(e) MS-4-1 Certification Statement RE: Stormwter Discharges (Attachment "E")

(f) Bidder Qualification Questionnaire (Attachment "F")

(g) Non Interruption of Work Agreement (Attachment "G")

(h) Required Apprenticeship Training Program Documentation (refer to RFB Section 27)

7. Communication concerning this Bid shall be addressed to:

_____

_____

_____

Phone: _____

8. Terms used in this Bid have the meanings assigned to them in the Contract and General Provisions.

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Shaker Place Café Project**
Bid Number: **2024-150**

Conditions:

1. **All bid prices must include all materials, labor, equipment, incidentals and other associated costs.**

2. **Construction Base Bid work shall carry a 20% Base Bid Contingency Allowance for additional work discovered during construction beyond scope of work indicated on drawings and specifications. Contractor shall receive advance approval from the County prior to performing any additional work.**

LUMP SUM BASE BID: **$_____ (a)**

20 % CONTINGENCY ALLOWANCE: **$_____ (b)**

TOTAL BASE BID (a) + (b): **$_____**
(Base Bid + Contingency Allowance)

COUNTY OF ALBANY

BID FORM

BID IDENTIFICATION:

Title: **Shaker Place Café Project**
Bid Number: **2024-150**

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TEL. NO.: _____

FAX NO.: _____

FEDERAL TAX ID NO.: _____

REPRESENTATIVE: _____

E-MAIL: _____

SIGNATURE AND TITLE _____

DATE _____

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Albany County

Pamela O Neill, Purchasing Agent
112 State Street
Albany NY 12207

Schedule Year	2024 through 2025
Date Requested	11/04/2024
PRC#	2024013880

Location	Shaker Place Nursing
Project ID#	2024-150
Project Type	New Cafe Project for the Shaker Place Nursing and Rehabilitation Center

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

Attached is the current schedule(s) of the prevailing wage rates and prevailing hourly supplements for the project referenced above. A unique Prevailing Rate Case Number (PRC#) has been assigned to the schedule(s) for your project.

The schedule is effective from July 2024 through June 2025. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

It is the responsibility of the contracting agency or its agent to annex and make part, the attached schedule, to the specifications for this project, when it is advertised for bids and /or to forward said schedules to the successful bidder(s), immediately upon receipt, in order to insure the proper payment of wages.

Please refer to the "General Provisions of Laws Covering Workers on Public Work Contracts" provided with this schedule, for the specific details relating to other responsibilities of the Department of Jurisdiction.

Upon completion or cancellation of this project, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12240

ATTACHMENT "A"
NON-COLLUSIVE BIDDING CERTIFICATE PURSUANT TO
SECTION 103-D OF THE NEW YORK STATE GENERAL MUNICIPAL LAW

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

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

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder, directly or indirectly, prior to opening, to any bidder or to any competitor.

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

A bid shall not be considered for award nor shall any award be made where (1), (2), and (3) above have not been complied with; provided, however, that in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons thereof. Where (1), (2), and (3) above have not been complied with, the bid shall not be considered for any award nor shall any award be made unless the head of the Purchasing Unit to the political subdivision, public department , agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customer of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of paragraph "A" above.

B. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, local law, and where such bid contains the certification referred to in paragraph "A" of this section, shall be deemed to have been authorized by the Board of Directors of the bidder, and such authorization shall be deemed to include the submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation

_____
Signature

_____
Title

_____
Date

_____
Company Name

ATTACHMENT "B"
ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____day of _____, 200__, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

_____

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Corporation:

STATE OF _____)
COUNTY OF _____) **SS.:**

On this _____day of _____, 200___, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the board of directors of the corporation, and that he signed his name thereto by like order.

_____

Notary Public, State of _____

Qualified in _____

Commission Expires _____

If Partnership:

STATE OF _____)
COUNTY OF _____) **SS.:**

On the_____day of_____, 200___, before me personally came_____ _____, to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he / she is a partner of the firm of_____ and that he / she has the authority to sign the same, and acknowledged that he / she executed the same as the act and deed of said partnership.

_____

Notary Public, State of _____

Qualified in _____

Commission Expires _____

ATTACHMENT "C"
ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

1. VENDOR IS: ☐ PRIME CONTRACTOR		
2. VENDOR'S LEGAL BUSINESS NAME	3. IDENTIFICATION NUMBERS a) FEIN # b) DUNS #	
4. D/B/A – Doing Business As (if applicable) & COUNTY FIELD:	5. WEBSITE ADDRESS (if applicable)	
6. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECUTIVE OFFICE	7. TELEPHONE NUMBER	8. FAX NUMBER
9. ADDRESS OF PRIMARY PLACE OF BUSINESS/EXECCUTIVE OFFICE *IN NEW YORK STATE, if different from above*	10. TELEPHONE NUMBER	11. FAX NUMBER
12. AUTHORIZED CONTACT FOR THIE QUESTIONNAIRE Name Title Telephone Number Fax Number e-mail		

13. LIST ALL OF THE VENDOR'S PRINCIPAL OWNERS.

a) NAME	TITLE	b) NAME	TITLE
c) NAME	TITLE	d) NAME	TITLE

A DETAILED EXPLANATION IS REQUIRED FOR EACH QUESTION ANSWERED WITH A "YES," AND MUST BE PROVIDED AS AN ATTACHMENT TO THE COMPLETED QUESTIONNAIRE. YOU MUST PROVIDE ADEQUATE DETAILS OR DOCUMENTS TO AID THE COUNTY IN MAKING A DETERMINATION OF VENDOR RESPONSIBILITY. PLEASE NUMBER EACH RESPONSE TO MATCH THE QUESTION NUMBER.

14. DOES THE VENDOR USE, OR HAS IT USED IN THE PAST FIVE (5) YEARS, ANY OTHER BUSINESS NAME, FEIN, or D/B/A OTHER THAN THOSE LISTED IN ITEMS 2-4 ABOVE? List all other business name(s), Federal Employer Identification Number(s) or any D/B/A names and the dates that these names or numbers were/are in use. Explain the relationship to the vendor. ☐ Yes ☐ No

15. ARE THERE ANY INDIVIDUALS NOW SERVING IN A MANAGERIAL OR CONSULTING CAPACITY TO THE VENDOR, INCLUDING PRICIPAL OWNERS AND OFFICERS, WHO NOW SERVE OR IN THE PAST ONE (1) YEARS HAVE SERVED AS:

a) An elected or appointed public official or officer? ☐ Yes ☐ No
List each individual's name, business title, the name of the organization and position elected or appointed to, and dates of service

b) An officer of any political party organization in Albany County, whether paid or unpaid? ☐ Yes ☐ No
List each individuals name, business title or consulting capacity and the official political position held with applicable service dates.

16. WITHIN THE PAST (5) YEARS, HAS THE VENDOR, ANY INDIVIDUALS SERVING IN MANAGERIAL OR CONSULTING CAPACITY, PRINCIPAL OWNERS, OFFICERS, MAJOR STOCKHOLDER(S) (10% OR MORE OF THE VOTING SHARES FOR PUBLICLY TRADED COMPANIES, 25% OR MORE OF THE SHARES FOR ALL OTHER COMPANIES), AFFLITIATE OR ANY PERSON INVOLVED IN THE BIDDING OR CONTRACTING PROCESS:

a) 1. been suspended, debarred or terminated by a local, state or federal authority in connection with a contract or contracting process; ☐ Yes ☐ No

2. been disqualified for cause as a bidder on any permit, license, concession franchise or lease;

3. entered into an agreement to a voluntary exclusion from bidding/contracting;

4. had a bid rejected on an Albany County contract for failure to comply with the MacBride Fair Employment Principles;

5. had a low bid rejected on a local, state or federal contract for failure to meet statutory affirmative action or M/WBE requirements on a previously held contract;

6. had status as a Women's Business Enterprise, Minority Business Enterprise or Disadvantaged Business Enterprise, de-certified, revoked or forfeited;

7. been subject to an administrative proceeding or civil action seeking specific performance or restitution in connection with any local, state or federal government contract;

8. been denied an award of a local, state or federal government contract, had a contract suspended or had a contract terminated for non-responsibility; or

9. had a local, state or federal government contract suspended or terminated for cause prior to the completion of the term of the contract.

b) been indicted, convicted, received a judgment against them or a grant of immunity for any business-related conduct constituting a crime under local, state or federal law including but not limited to, fraud extortion, bribery, racketeering, price-fixing, bid collusion or any crime related to truthfulness and/or business conduct? ☐ Yes ☐ No

c) been issued a citation, notice, violation order, or are pending an administrative hearing or proceeding or determination of violations of: ☐ Yes ☐ No

1. federal, state or local health laws, rules or regulations.

17. IN THE PAST THREE (3) YEARS, HAS THE VENDOR OR ITS AFFILIATES 1 HAD ANY CLAIMS, JUDGMENTS, INJUNCTIONS, LIENS, FINES OR PENALTIES SECURED BY ANY GOVERNMENTAL AGENCY? ☐ Yes ☐ No
Indicate if this is applicable to the submitting vendor or affiliate. State whether the situation(s) was a claim, judgment, injunction, lien or other with an explanation. Provide the name(s) and address(es) of the agency, the amount of the original obligation and outstanding balance. If any of these items are open, unsatisfied, indicate the status of each item as "open" or "unsatisfied."

18. DURING THE PAST THREE (3) YEARS, HAS THE VENDOR FAILED TO:

a) file returns or pay any applicable federal, state or city taxes? ☐ Yes ☐ No
Identify the taxing jurisdiction, type of tax, liability year(s), and tax liability amount the vendor failed to file/pay and the current status of the liability.

b) file returns or pay New York State unemployment insurance? ☐ Yes ☐ No
Indicate the years the vendor failed to file/pay the insurance and the current status of the liability.

c) Property Tax ☐ Yes ☐ No
Indicate the years the vendor failed to file.

19. HAVE ANY BANKRUPTCY PROCEEDINGS BEEN INITIATED BY OR AGAINST THE VENDOR OR ITS AFFILIATES 1 WITHIN THE PAST SEVEN (7) YEARS (WHETHER OR NOT CLOSED) OR IS ANY BANKRUPTCY PROCEEDING PENDING BY OR AGAINST THE VENDOR OR ITS AFFILIATES REGARDLESS OR THE DATE OF FILING? ☐ Yes ☐ No
Indicate if this is applicable to the submitting vendor or affiliate. If it is an affiliate, include the affiliate's name and FEIN. Provide the court name, address and docket number. Indicate if the proceedings have been initiated, remain pending or have been closed. If closed, provide the date closed.

20. IS THE VENDOR CURRENTLY INSOLVENT, OR DOES VENDOR CURRENTLY HAVE REASON TO BELIEVE THAT AN INVOLUNTARY BANKRUPTCY PROCEEDING MAY BE BROUGHT AGAINST IT? Provide financial information to support the vendor's current position, for example, Current Ration, Debt Ration, Age of Accounts Payable, Cash Flow and any documents that will provide the agency with an understanding of the vendor's situation. ☐ Yes ☐ No

21.	IN THE PAST FIVE (5) YEARS, HAS THE VENDOR OR ANY AFFILIATES[1] :	☐ Yes ☐ No
	a) defaulted or been terminated on, or had its surety called upon to complete, any contract (public or private) awarded;	
	Indicate if this is applicable to the submitting vendor or affiliate. Detail the situation(s) that gave rise to the negative action, any corrective action taken by the vendor and the name of the contracting agency.	

1 “Affiliate” meaning: (a) any entity in which the vendor owns more than 50% of the voting stock; (b) any individual, entity or group of principal owners or officers who own more than 50% of the voting stock of the vendor; or (c) any entity whose voting stock is more than 50% owned by the same individual, entity or group described in clause (b). In addition, if a vendor owns less than 50% of the voting stock of another entity, but directs or has the right to direct such entity’s daily operations, that entity will be an “affiliate” for purposes of this questionnaire.

ALBANY COUNTY
VENDOR RESPONSIBILITY QUESTIONNAIRE

FEIN #

State of:)
) ss:
County of:)

CERTIFICATION:

The undersigned: recognizes that this questionnaire is submitted for the express purpose of assisting the County of Albany in making a determination regarding an award of contract or approval of a subcontract; acknowledges that the County may in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; acknowledges that intentional submission of false or misleading information may constitute a felony under Penal Law Section 210.40 or a misdemeanor under Penal Law Section 210.35 or Section 210.45, and may also be punishable by a fine and/or imprisonment of up to five years under 18 USC Section 1001 and may result in contract termination; and states that the information submitted in this questionnaire and any attached pages is true, accurate and complete.

The undersigned certifies that he/she:

- Has not altered the content of the questions in the questionnaire in any manner;
- Has read and understands all of the items contained in the questionnaire and any pages attached by the submitting vendor;
- Has supplied full and complete responses to each item therein to the best of his/her knowledge, information ad belief;
- Is knowledgeable about the submitting vendor's business and operations;
- Understands that Albany County will rely on the information supplied in the questionnaire when entering into a contract with the vendor;
- Is under duty to notify the Albany County Purchasing Division of any material changes to the vendor's responses.

Name of Business

Address

City, State, Zip

Signature of Owner _____

Printed Name of Signatory _____

Title

Sworn before me this _____ day of _____, 20___;

_____
Notary Public

_____
Printed Name

_____
Signature

_____
Date

Attachment "D"
Certification Pursuant to Section 103-g
Of the New York State
General Municipal Law

A. 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, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the New York State Finance Law.

B. A Bid/Proposal shall not be considered for award, nor shall any award be made where the condition set forth in Paragraph A above has not been complied with; provided, however, that in any case the bidder/proposer cannot make the foregoing certification set forth in Paragraph A above, the bidder/proposer shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where Paragraph A above cannot be complied with, the Purchasing Unit to the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, may award a bid/proposal, on a case by case business under the following circumstances:

1. The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The political subdivision makes a determination that the goods or services are necessary for the political subdivision to perform its functions and that, absent such an exemption, the political subdivision would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

_____
Signature

_____
Title

_____ _____
Date Company Name

ATTACHMENT "E"

Sheet MS4-1: Bidder/Proposer Certification Statement (to be used with Section 34 Part A – General Contracts)

As a bidder seeking to provide services on behalf of Albany County, I certify under penalty of law that I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System ("SPDES") General Permit for Stormwater Discharges from Municipal Separate Storm Sewer Systems (MS4 Permit) and Albany County Local Law 7 of 2007, and agree to implement any Best Management Practices or corrective actions identified by Albany County or an authorized representative thereof as necessary to maintain compliance. I understand that Albany County must comply with the terms and conditions of the aforementioned MS4 Permit, and that it is unlawful for any person to directly or indirectly cause or contribute to a violation of water quality standards. I am also aware that County Local Law 7 of 2007 prohibits any activities that cause or contribute to a violation of the County's SPDES permit. Further, I understand that any non-compliance by Albany County will not diminish, eliminate or lessen my own liability.

Name of Third Party Entity: _____

Address: _____

_____

Phone Number(s): _____

Description of activities to be performed by your firm or organization within Albany County are related to the Albany County Storm Water Management Program (SWMP) (include any activities that have the potential to generate or prevent pollution and/or affect water quality):

_____

_____

Description of where the work is to be performed within Albany County facilities:

_____

_____
Signature

_____
Printed Name

_____
Title

_____
Date

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

The undersigned guarantees the accuracy of all statements and answers herein contained. (Please print in ink or type in the spaces provided). Attach additional sheets if necessary. This statement of Bidder's qualifications is required of all Bidders. Additional data on Bidder's qualifications may be requested from selected Bidders after the Bid opening.

1. How many years has your firm been in business? _____ years

2. List up to three (3) projects of this nature that you have completed in the last three (3) years, and give the name, address and telephone number of a reference from each. Also give the completion date, the original contract bid price and the completed cost of each project listed.

1._____

_____

_____

2._____

_____

_____

3._____

_____

_____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

3. List projects presently under contract by your firm, the dollar volume of the contract and the percentage completion of the contract.

_____

_____

_____

_____

_____

_____

4. Has your firm ever failed to complete work awarded to it, if so, state where and why.

_____

_____

_____

5. Is your firm presently or has your firm ever been a party defendant in a lawsuit commenced against your firm alleging failure to properly complete work in accordance with the contract for same; if so, give details.

_____

_____

_____

_____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

6. Has your firm received two (2) final determinations within any consecutive six-year period, the second final determination occurring within the past five (5) years, that your firm willfully failed to pay the prevailing rate of wages or to provide supplements with Article 8 of the Labor Law, if so, give details.

_____

_____

_____

_____

_____

7. Do you plan to sublet any part of this work? If so, give details.

_____

_____

_____

_____

8. Give the name, address and telephone number of an individual who represents each of the following and whom the Owner may contact to investigate your financial responsibility: a surety, and a bank.

_____

_____

_____

_____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

9. Give a summary of your financial statement. (List assets and liabilities, use an insert sheet, if needed).

_____

_____

_____

_____

_____

10. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business, and the address of the place of business. (If a corporation, state the name and title of all officers. If a partnership, state the name of all partners. If a trade name, state the names of the individuals who do business under the trade name.) It is absolutely necessary that information be furnished.

_____
Correct Name of Bidder

(a) The business is a: _____

(b) The address of principal place of business is: _____

_____

(c) The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

_____

_____

_____

ATTACHMENT "F"
BIDDER QUALIFICATION QUESTIONNAIRE

11. Is your firm qualified to do business in the State of New York? Yes ____ No ____.
If No, signing this qualification statement constitutes agreement to obtain such qualification prior to award of contract immediately upon owner's request.

_____
Firm

Dated: _____ By _____

_____
(Typed)

ATTACHMENT "G"
NON-INTERRUPTION OF WORK AGREEMENT

By submission of the bid for:

The bidder agrees that if this bid is accepted, he/she will not intentionally engage in any course of conduct or activity, or employ for the purposes of performing the public work, any subcontractors, employees, labor or materials which will or may result in the interruption of the performance of the public work due to labor strife or unrest by workmen employed by the bidder or by any of the trades working in or about the public works and/or premises where the work is being performed.

Firm: _____

By: _____
(Signature)

_____
(Typed)

Title: _____

Date: _____

County of Albany
Article SC19- Affirmative Action Plan

STATEMENT OF POLICY

The following is taken from Resolution No. 495 adopted by the Albany County Legislature on October 9, 2018.

Resolved, That the Albany County Legislature hereby approves and adopts the updates to the Affirmative Action Policy as reflected in the document annexed hereto, and be it further that the updated Affirmative Action Plan shall take effect immediately, and that the Commissioner of Human Resources and Director of the Division of Affirmative Action are directed to implement the policies reflected in the updated language of the Affirmative Action policy immediately and on a County-wide basis.

The following is taken from Resolution No. 26 adopted by the Albany County Legislature on June 10, 1996.

Resolved, By the Albany County Legislature that the Affirmative Action Plan so endorsed by the Albany County Executive and which is currently on file with the Clerk of the County Legislature, shall be the official plan of the County of Albany including the objectives, procedures and goals so stipulated.

It is the policy of the County of Albany that Minority Business Enterprises (MBE) and Woman Business Enterprises (WBE) are afforded the maximum opportunity to participate in the performance of contracts, in excess of $100,000, let by the County and its several agencies and authorities. The County commits itself to a goal oriented Contract Compliance Program which assures that Minority Business Enterprises and Woman Business Enterprises are considered in awarding contracts for goods, services and construction. Furthermore, it is the policy of the County of Albany that contractors and subcontractors utilize minority and women labor to the greatest extent feasible.

In bidding on this contract, the contractor acknowledges an understanding of this policy. The contractor shall carry out the policy by making every reasonable effort to award contracts and subcontracts to MBEs and WBEs and utilizing minority and women labor in the performance of this contract.

ANTI-DISCRIMINATION CLAUSE 220-E - NYS Labor Law. Provisions in contracts prohibiting discrimination on account of race, creed, color or national origin in employment of citizens upon public works. Every contract for or on behalf of the state or a municipality 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 shall contain provisions by which the contractor with the state or municipality agrees: (a) That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, disability, sex or national origin discriminate against any citizen of the state of New York who is qualified and available to perform the work to which the employment relates; (b) That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, color, disability, sex or national origin; (c) That there may be deducted from the amount payable to the contractor by the state or municipality under this contract a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the contract; (d) That this contract may be cancelled or terminated by the state or municipality, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this section of the contract; and (e) The aforesaid provisions of this section covering every contract for or on behalf of the state or a municipality for the manufacture, sale or distribution of materials, equipment or supplies shall be limited to operations performed within the territorial limits of the state of New York.

ADMINISTRATION

The County's Division of Affirmative Action is charged with the responsibility of monitoring Affirmative Action in all contracts. All County procurements will be made with an understanding that the complete participation of bona fide MBE and WBE shall be assured by balanced and equitable contract involvement.

The **subcontracting participation goals** for County public procurements are:

- to award 7% of the total dollar value of the contract to a certified MBE.
- to award 5% of the total dollar value of the contract to a certified WBE.

The **workforce goals** for County public procurements are as follows:

- 7% of the total workforce should be minorities.
- 5% of the total workforce should be women.

- **CONTRACTOR'S RESPONSIBILITIES**

The Contractor's responsibilities include, but are not limited to, the following. The Contractor **must:**

1) Submit to the Division of Affirmative Action a completed Schedule of MBE/WBE and Labor Performance or Request for Waiver within **fifteen (15) days** of receiving the Notice of Award.
2) Prior to being issued a Notice to Proceed, submit evidence of MBE/WBE contracts proposed to the Division of Affirmative Action.
3) Submit monthly utilization reports to the Division of Affirmative Action for review.
4) Immediately notify the Division of Affirmative Action of any changes during the project, especially if the change affects the Schedule of MBE/WBE and Labor Performance submitted for the project.
5) Make good faith efforts to replace an MBE/WBE subcontractor that is unable to perform successfully with another MBE/WBE.
6) Notify the Division of Affirmative Action of any suspected instances of companies fraudulently claiming MBE/WBE status.
7) If possible, provide any needed technical assistance to MBE/WBE firms under subcontract.
8) If possible, design payment schedules to minimize cash flow problems faced by MBEs/WBEs.
9) Maintain for three years such records as are necessary to determine compliance with MBE/WBE obligations and to submit regular reports to enable the Albany County MBE Officer to monitor this compliance.

- **DEVELOPING A SCHEDULE OF MBE/WBE AND LABOR PERFORMANCE**

The Schedule of MBE/WBE and Labor Performance must detail:

1. The contractor's name, address, phone number, federal identification number and the total dollar value of the contract.
2. Whether the contract is a joint venture.
3. The MBE and WBE goal for the contract.
4. A brief description of each proposed subcontractor, including the name, address, phone number, federal identification number and the total dollar amount of each subcontractor.
5. An estimate of the total number of hours to be worked on the project.

- **COMPLIANCE**

Each contractor must furnish monthly utilization reports while working on the project. The reports must detail the total number of hours worked, total minority /female labor hours and payments made to MBE and WBE firms.

- **WAIVER REQUEST FOR SUBCONTRACTING AND/OR LABOR PERFORMANCE**

Contractors which determine that the subcontracting and/or labor participation goals must cannot be achieved **must** request a waiver within **fifteen (15) days** of receiving the Notice of Award. The request must justify why the firm cannot accomplish the subcontracting and/or labor participation goals established for the project. The justification must detail actions taken to solicit MBE/WBE subcontractors, minority or female labor participation and the impediments encountered. Each waiver request will be evaluated individually. Submission of the request for waiver does **not** guarantee the requirements will be waived. Additional information or supporting documentation may be required to determine a contractor's good faith effort.

- **MBE/WBE RESPONSIBILITIES**

Each Minority Business Enterprise/Woman Business Enterprise shall:

1. Establish through certification that the company is a bona fide MBE/WBE. The Division of Affirmative Action reviews MBE/WBE eligibility status for contractors and subcontractors.
2. Exhibit an interest in bidding a particular project by attending pre-bid conferences and/or by responding timely to contract solicitations for bid quotations prior to bid date.
3. Be responsible for entering into all necessary contractual agreements.
4. Arrange for and supervise contract performance.
5. Secure equipment, materials and crew sufficient to complete their contract or subcontract.
6. Provide bonding, insurance and collateral as required for surety in contract performance.
7. Authorize payrolls, payments and reports as required for routine compliance.

The County will accept MBE/WBE Certifications made by other governmental agencies which are in compliance with our DBE policy.

SANCTIONS

SC-19.5.1

If **CONTRACTOR** cannot meet the WBE/MBE participation goals, he must document to the Albany County MBE Officer, that he has made all positive efforts to achieve it. Failure to meet the goals or to document that all positive efforts have been made to achieve it may result in the County invoking any legal or equitable remedy available to the County for breach of contract including withholding future payments under the **CONTRACT** involved; disqualification of the **CONTRACTOR** from future contracting opportunities for a period not to exceed two years; and cancellation of the contract and declaration of forfeiture of the **PERFORMANCE BOND**.

A decision by the Albany County MBE Officer to invoke the above sanctions shall be issued in writing by registered mail. The **CONTRACTOR** shall have ten (10) days from receipt of the decision to appeal the MBE Officer's decision to the Grievance committee of the Albany County Legislature. Both sides of the dispute shall have the opportunity to be heard at a meeting of the Grievance Committee to be held within ten (10) days of the receipt of an appeal, and the Committee shall send a final decision to both sides within ten (10) days by registered mail (or hand delivery in the case of the MBE Officer's copy).

STANDARDS

A **Minority Business Enterprise (MBE)** shall be any business enterprise which is at least fifty-one percent (51%) owned or in that case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a minority person(s), and such ownership interest is real, substantial and continuing. The minority ownership must have and exercise the authority to independently control the business decisions of the entity.

A **Woman Business Enterprise (WBE**) shall be any business enterprise which is at least fifty-one percent (51%) owned or in the case of a publicly-owned business, at least fifty-one percent (51%) of the common stock of which is owned, by a woman (women), and such ownership interest is real, substantial and continuing. The woman ownership must have and exercise the authority to independently control the business decisions of the entity. WBEs shall not be considered as MBEs unless 51% of the assets of the company is held by a minority person(s).

A **Disadvantaged Business Enterprise (DBE)** mean a business enterprise controlled by one or more socially or economically disadvantaged individuals and whose management and daily business operations are controlled by one or more socially and economically disadvantaged individuals who own it. Such disadvantaged may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to citizens of the United States (or lawfully admitted permanent residents) and who are African Americans, Puerto Ricans, Hispanic Americans, Asian-Pacific Americans, American Indians, Eskimos, Aleuts, Asian Indians and Women.

Minority: A person who is a member of one or more of the following groups:

A) Black (not of Hispanic origin) – a person having origins in any of the Black racial group of Africa.
B) Hispanic -- a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
C) Asian or Pacific Islander – a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands and Samoa.
D) Native American or Alaskan Natives – a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

Woman: A person who is of the feminine gender who are not otherwise classified as a minority. For

assistance or additional information, contact
County of Albany
Division of Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone: (518) 447-7010
Fax: (518) 447-5586

County of Albany

Division of Affirmative Action

MBE/WBE Compliance Forms

Daniel P. McCoy
Albany County Executive

County of Albany
Schedule of MBE/WBE and Labor Performance

The Division of Affirmative Action monitors subcontracting and labor participation for contracts let by agencies and authorities of Albany County. The Schedule of MBE/WBE and Labor Performance must be completed and submitted within 15 days of receiving the Notice of Award. The figures represent the contractor's best estimate of workforce needs and minority/female representation of that workforce.
Questions regarding completion of this form can be directed to the County of Albany, Division of Affirmative Action at (518) 447-7010.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Project Name:_____ Project Cost:_____ Completion Date:_____

Contract Description: _____

_____

Bidder is an approved ◯ MBE ◯ WBE

If yes, specify agency: _____

_____

Joint Venture

MBE/WBE participation is broken down into Joint Ventures with Bidder, Subcontracting Construction, Trucking or Services, and Materials or Supplies. Joint ventures between the Prime Bidder and MBE/WBE firms are shown below. Joint Ventures with Bidder (check one):

No MBE/WBE joint ventures with Bidder on this Contract.	Bidder is joint venturing with the following firm(s) (Attach a copy of joint venture agreements to this form)

Name:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Federal ID No.:_____

MBE Share of Joint Venture:_____% x Total Bid Amount = $_____

WBE Share of Joint Venture:_____% x Total Bid Amount = $_____

Sub-contractor Performance

MBE Goal: 7% x Total Bid Amount = $_____

WBE Goal: 5% x Total Bid Amount = $_____

Please provide the information requested for **all** subcontractors participating on this project (include MBE/WBE firms).

Sub-contractor Name, Address, Phone	**MBE, WBE or N/A**	**Amount of Sub-contract & Award Date**	**Description of Work (Trade)**	**Start Date** **Completion Date**	**Contracted Payment Schedule**
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				
	Select				

I, _____, representative of _____
declare that the information provided is true and represents accurately my firm's efforts to comply with the Affirmative Action Policy. We shall continue to make every effort to ensure that MBE/WBE firms have the maximum opportunity to compete for, and perform contracts let by the County of Albany.

SUBMIT MONTHLY

County of Albany MBE/WBE and Labor Performance Monthly Utilization Report

This report must be completed by each firm working on the site and submitted to the General Contractor on a monthly basis. The General Contractor forwards the reports to the County of Albany, Division of Affirmative Action, 112 State Street, Room 900, Albany, NY 12207. Fax (518) 447-5560. For assistance, call (518) 447-7010.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Project Name:_____ Project Cost:_____ Completion Date:_____

Reporting Period: _____ Month _____ Year

Trade	Number of Hours Worked by Minorities	Number of Hours Worked by Women	Number of Hours Worked by Non-Minorities	Total Hours Worked
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
				0.00
Total(s):	0.00	0.00	0.00	0.00

_____ _____

Information Provided By Date

MBE/WBE Payments

MBE/WBE Firm(s) Participating on the Project	Payments Made this Month	Payments Made to Date

INSTRUCTIONS

This form must be completed and submitted by the Contractor/Vendor by the **10th** of each month for the duration of the contract. The form must be accompanied by copies of checks (front and back) made payable to MBE/WBE subcontractor and suppliers.

This form is required pursuant to the contract specifications. Failure to submit will result in non-compliance.

County of Albany
Department of Human Resources Division of
Affirmative Action
112 State Street, Room 900, Albany, NY 12207
Phone:(518) 447-7010

NOTE: IF THERE IS NO ACTIVITY FOR THE REPORTING PERIOD, PLEASE NOTE ACCORDINGLY.

County of Albany
Waiver Request for MBE/WBE Subcontracting and/or Labor Performance

If your firm has determined that it is not feasible to meet the subcontracting and/or labor performance goals specified in the contract, complete and return this form within fifteen days of the Intent to Award. The request must identify reasons why the firm cannot reach the labor and subcontractor goals applicable. The Division of Affirmative Action will evaluate each waiver individually. Please be advised that sub- mission of this request does not guarantee waiver of the requirements. Attach additional sheets if necessary. Please refer to the County of Albany Criteria for Establishing Good Faith Effort.

Contractor:_____ Address:_____

City:_____ State:_____ Zip:_____

Telephone:_____ Fax Number:_____ Federal ID No.:_____

Contract Type/Number:_____ Project Cost:_____

(☐) Request Waiver of Minority/Women Labor Participation Goal. Please explain:

_____

_____

Actions taken to include minority/women labor _____

_____

_____

(☐) Request Waiver of Minority Subcontractor Participation Goal. Please explain:

_____

_____

Actions taken to include MBE and/or WBE Subcontractor(s) _____

_____

_____

_____
Signature

_____ _____
Name (Printed) Title

County Of Albany
Criteria for Establishing Good Faith Effort

The following list of the good faith efforts criteria complies with NYS Executive Law, Article 15-A which should be considered for determining whether a contractor has documented good faith efforts:

1. Was a completed, acceptable utilization plan submitted in accordance with applicable requirements to meet goals for participation of certified minority and women-owned business enterprises established in the same contract?

2. Were advertisements placed in appropriate trade, general circulation and minority and women- oriented publications in a timely fashion?

3. Were written solicitations made in a timely fashion of certified minority and women-owned business enterprises listed in the directory of certified business?

4. Were timely responses to any such advertisements and solicitations provided by certified minority and women-owned business enterprises?

5. Did the contractor attend pre-bid, pre-award, or other meetings, if any, scheduled by the agency awarding the contract, with certified minority or women-owned business enterprises which the State or County agency determined were capable of performing the contract scope of work, for purposes of complying with goal requirements?

6. What efforts were undertaken by the contractor to reasonably structure the contract scope of work for purposes of subcontracting with certified minority and women-owned business enterprises?

7. How many minority and women-owned business enterprises in the directories of certified businesses could perform work required by the contract scope of work in your region?

8. What actions were taken to contact and assess the financial ability of certified minority and women- owned businesses enterprises to participation on the contract, and which enterprises are located out- side of the region in which the contract scope of work was or will be performed?

9. Were relevant plans, specification or terms and conditions of the contract, necessary to prepare an informed response to a contractor solicitation, provided in a timely fashion to certified minority or women-owned business enterprises?

10. What subcontract terms and conditions were offered to certified minority and women- owned business enterprises, and how do those subcontract terms and conditions compare to those offered in the ordinary course of the contractor's business and to other subcontractors of the contractor?

11. Has the contractor made payments for work performed by certified minority and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority or women-owned business enterprises?

12. Has the contractor offered to make up any inability to comply with the minority and women-owned business enterprise goals established in a contract, in other contracts being performed or to be awarded to the contractor?

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provision of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings, and details to determine type and extent of work there if affecting the work of this section, whether or not such work is specifically mentioned in this section. It is the intent of this specification to include labor and material required to complete this section whether or not it is clearly or explicitly shown.

1.2 FORM OF AGREEMENT AND GENERAL CONDITIONS

A. The following form of Owner/Contractor Agreement and form of the General Conditions shall be used for Project:

1. AIA Document A101-2017 "Standard Form of Agreement between Owner and Contractor Where the Basis of Payment is a Stipulated Sum."

    a. The General Conditions for Project are AIA Document A201-2017 "General Conditions of the Contract for Construction."

2. The General Conditions are included in the Project Manual.

3. Owner's document(s) bound following this Document.

1.3 ADMINISTRATIVE FORMS

A. Administrative Forms: Additional administrative forms are specified in Division 01 General Requirements.

B. Copies of AIA standard forms may be obtained from the American Institute of Architects; www.aiacontractdocsaiacontracts.org ; (800) 942-7732.

C. Preconstruction Forms:

1. Form of Certificate of Insurance: AIA Document G715-2017 "Supplemental Attachment for ACORD Certificate of Insurance 25."

D. Information and Modification Forms:

1. Form for Requests for Information (RFIs): AIA Document G716-2004 "Request for Information (RFI)."

2. Form of Request for Proposal: AIA Document G709-2018 "Proposal Request."

3. Change Order Form: AIA Document G701-2017 "Change Order."

4. Form of Architect's Memorandum for Minor Changes in the Work: AIA Document G710-2017 "Architect's Supplemental Instructions."

5. Form of Change Directive: AIA Document G714-2017 "Construction Change Directive."

E. Payment Forms:

1. Schedule of Values Form: AIA Document G703-1992 "Continuation Sheet."

2. Payment Application: AIA Document G702-1992/703-1992 "Application and Certificate for Payment and Continuation Sheet."

3. Form of Contractor's Affidavit: AIA Document G706-1994 "Contractor's Affidavit of Payment of Debts and Claims."

4. Form of Affidavit of Release of Liens: AIA Document G706A-1994 "Contractor's Affidavit of Payment of Release of Liens."

5. Form of Consent of Surety: AIA Document G707-1994 "Consent of Surety to Final Payment."

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION (NOT USED)

END OF SECTION 00 6000

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Sample

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061110

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

.1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;

.2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and

.3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

.1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or

.2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Sample

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

.1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;

.2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and

.3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Sample

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§ 16 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

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AIA® Document A312™ – 2010

Payment Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

OWNER:
(Name, legal status and address)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 18

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name
and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name
and Title:

(Any additional signatures appear on the last page of this Payment Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)
AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Sample

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061110

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and

.2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

Sample

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§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- **.1** the name of the Claimant;
- **.2** the name of the person for whom the labor was done, or materials or equipment furnished;
- **.3** a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- **.4** a brief description of the labor, materials or equipment furnished;
- **.5** the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- **.6** the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- **.7** the total amount of previous payments received by the Claimant; and
- **.8** the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

Sample

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§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		**SURETY**	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

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AIA® Document G702® – 1992

Application and Certificate for Payment

TO OWNER:

PROJECT:

APPLICATION NO:
PERIOD TO:
CONTRACT FOR:
CONTRACT DATE:
PROJECT NOS: / /

Distribution to:
OWNER ☐
ARCHITECT ☐
CONTRACTOR ☐
FIELD ☐
OTHER ☐

FROM CONTRACTOR:

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
AIA Document G703®, Continuation Sheet, is attached.

1. **ORIGINAL CONTRACT SUM** ..... $ _____
2. **NET CHANGE BY CHANGE ORDERS** ..... $ _____
3. **CONTRACT SUM TO DATE** *(Line 1 ± 2)* ..... $ _____
4. **TOTAL COMPLETED & STORED TO DATE** *(Column G on G703)* ..... $ _____
5. **RETAINAGE:**
   a. _____% of Completed Work
   (Columns D + E on G703) $ _____
   b. _____% of Stored Material
   (Column F on G703) $ _____
   Total Retainage *(Lines 5a + 5b, or Total in Column I of G703)* ..... $ _____
6. **TOTAL EARNED LESS RETAINAGE** ..... $ _____
   (Line 4 minus Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT** ..... $ _____
   (Line 6 from prior Certificate)
8. **CURRENT PAYMENT DUE** ..... $ _____
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 minus Line 6) $ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	$	$
Total approved this month	$	$
TOTAL	$	$
NET CHANGES by Change Order	$	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before me this day of

Notary Public:

My commission expires:

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... $ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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AIA® Document G716™ – 2004

Request for Information (RFI)

TO: **FROM:**

PROJECT: **ISSUE DATE:** **RFI No.:**

REQUESTED REPLY DATE:

PROJECT NUMBERS: **COPIES TO:**

RFI DESCRIPTION: *(Fully describe the question or type of information requested.)*

REFERENCES/ATTACHMENTS: *(List specific documents researched when seeking the information requested.)*

SPECIFICATIONS **DRAWINGS** **OTHER**

SENDER'S RECOMMENDATION: *(If RFI concerns a site or construction condition, the sender may provide a recommended solution, including cost and/or schedule considerations.)*

RECEIVER'S REPLY: *(Provide answer to RFI, including cost and/or schedule considerations.)*

By:_____ **Date:**_____ **Copies to:**_____

NOTE: This reply is not an authorization to proceed with work involving additional cost, time or both. If any reply requires a change to the Contract Documents, a Change Order, Construction Change Directive or a Minor Change in the work must be executed in accordance with the Contract Documents.

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020711ACD44

Sample

AIA® Document G714™ – 2017

Construction Change Directive

PROJECT: *(name and address)*	CONTRACT INFORMATION: Contract For: Date:	CCD INFORMATION: Directive Number: Date:
OWNER: *(name and address)*	ARCHITECT: *(name and address)*	CONTRACTOR: *(name and address)*

The Contractor is hereby directed to make the following change(s) in this Contract:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits.)

PROPOSED ADJUSTMENTS

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price:

   ☐ Lump Sum (increase) (decrease) of $

   ☐ Unit Price of $ per

   ☐ Cost, as defined below, plus the following fee:
   (Insert a definition of, or method for determining, cost)

   ☐ As follows:

2. The Contract Time is proposed to (be adjusted) (remain unchanged). The proposed adjustment, if any, is (an increase of days) (a decrease of days).

NOTE: The Owner, Architect and Contractor should execute a Change Order to supersede this Construction Change Directive to the extent they agree upon adjustments to the Contract Sum, Contract Time, or Guaranteed Maximum price for the change(s) described herein.

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Contractor signature indicates agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this CCD.

ARCHITECT *(Firm name)*	OWNER *(Firm name)*	CONTRACTOR *(Firm name)*
SIGNATURE	SIGNATURE	SIGNATURE
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
DATE	DATE	DATE

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AIA® Document G709™ – 2018

Proposal Request

PROJECT: *(name and address)*:	**CONTRACT INFORMATION:** Contract For: Date:	Architect's Project number: Proposal Request Number: Proposal Request Date:
OWNER: *(name and address)*:	**ARCHITECT:** *(name and address)*:	**CONTRACTOR:** *(name and address)*:

The Owner requests an itemized proposal for changes to the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. The Contractor shall submit this proposal within _____ (___) days or notify the Architect in writing of the anticipated date of submission.

(Insert a detailed description of the proposed modifications to the Contract Documents and, if applicable, attach or reference specific exhibits.)

THIS IS NOT A CHANGE ORDER, A CONSTRUCTION CHANGE DIRECTIVE, OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED IN THE PROPOSED MODIFICATIONS.

REQUESTED BY THE ARCHITECT:

_____

PRINTED NAME AND TITLE

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AIA® Document G701™ – 2017

Change Order

PROJECT: *(name and address)*	**CONTRACT INFORMATION:** Contract For: Date:	**CHANGE ORDER INFORMATION:** Change Order Number: Date:
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*

THE CONTRACT IS CHANGED AS FOLLOWS:
(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

The original (Contract Sum) (Guaranteed Maximum Price) was	$
The net change by previously authorized Change Orders	$
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	$
The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order in the amount of	$
The new (Contract Sum) (Guaranteed Maximum Price), including this Change Order, will be	$
The Contract Time will be (increased) (decreased) (unchanged) by	( ) days.
The new date of Substantial Completion will be	

NOTE: This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

ARCHITECT *(Firm name)*	**CONTRACTOR** *(Firm name)*	**OWNER** *(Firm name)*
SIGNATURE	**SIGNATURE**	**SIGNATURE**
PRINTED NAME AND TITLE	**PRINTED NAME AND TITLE**	**PRINTED NAME AND TITLE**
DATE	**DATE**	**DATE**

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AIA® Document G704™ – 2017

Certificate of Substantial Completion

PROJECT: *(name and address)*	**CONTRACT INFORMATION:** Contract For: Date:	**CERTIFICATE INFORMATION:** Certificate Number: Date:
OWNER: *(name and address)*	**ARCHITECT:** *(name and address)*	**CONTRACTOR:** *(name and address)*

The Work identified below has been reviewed and found, to the Architect's best knowledge, information, and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated below is the date established by this Certificate.
(Identify the Work, or portion thereof, that is substantially complete.)

ARCHITECT *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE OF SUBSTANTIAL COMPLETION

WARRANTIES

The date of Substantial Completion of the Project or portion designated above is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:
(Identify warranties that do not commence on the date of Substantial Completion, if any, and indicate their date of commencement.)

WORK TO BE COMPLETED OR CORRECTED

A list of items to be completed or corrected is attached hereto, or transmitted as agreed upon by the parties, and identified as follows:
(Identify the list of Work to be completed or corrected.)

The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment, whichever occurs first. The Contractor will complete or correct the Work on the list of items attached hereto within ( ) days from the above date of Substantial Completion.

Cost estimate of Work to be completed or corrected: $

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, insurance, and other items identified below shall be as follows:
(Note: Owner's and Contractor's legal and insurance counsel should review insurance requirements and coverage.)

The Owner and Contractor hereby accept the responsibilities assigned to them in this Certificate of Substantial Completion:

CONTRACTOR *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE
OWNER *(Firm Name)*	SIGNATURE	PRINTED NAME AND TITLE	DATE

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AIA® Document G706A™ – 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR:

TO OWNER: *(Name and address)*

CONTRACT DATED:

OWNER ☐

ARCHITECT ☐

CONTRACTOR ☐

SURETY ☐

OTHER ☐

STATE OF:

COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

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PART- 1 GENERAL

1.1 POLICY

A. As a service to Contractor, subcontractors, vendors, material suppliers and others needing electronic copies of Drawings, the Architect will provide CAD files electronically in accordance with the following policy:

1. By acceptance it is understood and agreed that the data and medium being supplied is to be used only for the project referenced.

2. It is further understood and agreed that the undersigned will hold Angerame Architects, P.C. and/or its consultants harmless and indemnify Angerame Architects, P.C. and/or its consultants from all claims, liabilities, losses, and so forth, including attorney's fees arising out of the use or misuse of the transferred files.

3. It is understood and agreed that the files transmitted are prepared from CAD files current at the time of preparation. All files are AutoCAD Architecture version 2019 dwg files.

4. This information does not waive the need to verify and review current field conditions and the status of Addenda and/or Bulletin documentation.

5. As a record of information to be transmitted, Angerame Architects, P.C. and/or its consultants will prepare a duplicate electronic back-up for its record.

6. Compensation Fee for providing this material will be as follows:

    a. Base Fee of $250 for 1 to 2 Drawings.

    b. Base Fee of $500 for 3 to 5 Drawings.

    c. For each additional Drawing after 5, the fee is $75 per Drawing.

        i. Example: 8 Drawings = $725.

    d. A signed copy of the Release Form and Fee must be provided before the files will be released.

1.2 REQUEST PROCEDURE

A. To receive Drawing CAD files the Release Form must be completed in full and submitted to Angerame Architects, P.C.

1. A signed copy of the Release Form must be submitted.

    a. Emailed copies will be accepted.

2. Upon remittance of the signed Release Form and Fee, allow five working days for processing.

3. Transmission of Drawings will be provided electronically after the receipt of Fee.

1.3 RELEASE FORM

A. A. Release Form is located immediately after this Section. Refer to Section 00 8200.01 Electronic Files Release Form.

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION

END OF SECTION 00 8200

30 Essex Street
Albany
New York 12206 2027

Angerame

Architects • P.C.

Architecture
Planning
Interior Design

RE: Authorization Form for CAD File Transfers

Project Name: Albany County Shaker Place Rehabilitation & Nursing Center Café Renovation

Dear Sir / Madame

At your request, Angerame Architects, P.C. will provide electronic files for your use, subject to the following terms and conditions:

1. Angerame Architects, P.C.'s electronic files are compatible with AutoDesk Architecture 2019. Angerame Architects, P.C. makes no representation as to the compatibility of these files with your hardware or your software beyond the specified release of the referenced specifications.

2. Data contained on these electronic files is part of Angerame Architects, P.C.'s instruments of service and shall not be used by you or anyone else receiving this data through or from you for any purpose other than for the referenced project. Any other use or reuse by you or by others will be at your sole risk and without liability or legal exposure to Angerame Architects, P.C. You agree to make no claim and hereby waive, to the fullest extent permitted by law, any claim or cause of action of any nature against Angerame Architects, P.C., its officers, directors, employees, agents or sub-consultants which may arise out of or in connection with your use of the electronic files.

3. Furthermore, you shall, to the fullest extent permitted by law, indemnify and hold harmless Angerame Architects, P.C. from all claims, damages, losses and expenses, including attorney's fees arising out of or resulting from your use of these electronic files.

4. These electronic files are not Contract Documents. Significant differences may exist between these electronic files and corresponding hard copy Contract Documents due to addenda, charge orders or other revisions. Angerame Architects, P.C. makes no representation regarding the accuracy or completeness of the electronic files you receive. In the event that a conflict arises between the signed documents prepared by Angerame Architects, P.C. and electronic files, the signed Contract Documents shall govern. You are responsible for determining if any conflict exists. By your use of these electronic files, you are not relieved of your duty to fully comply with the Contract Documents, including and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, verify field conditions and coordinate your work with that of other contractors for the project.

5. Because of the potential that the information presented on the electronic files can be modified, unintentionally or otherwise, Angerame Architects, P.C. reserves the right to remove all indicia of its ownership and/or involvement for each electronic display.

T 518 454 9300
F 518 454 9333
E len@angeramearchitects.com
W angeramearchitects.com

6. Under no circumstances shall delivery of the electronic files for use by you be deemed a sale by Angerame Architects, P.C. and Angerame Architects, P.C. makes no warranties, either expressed or implied of merchantability and fitness for any particular purpose. In no event shall Angerame Architects, P.C. be liable for any loss of profit or any consequential damages.

7. Compensation Fee for providing this material will be as follows:

    a. Base Fee of $250 for 1 to 2 Drawings.
    b. Base Fee of $500 for 3 to 5 Drawings.
    c. For each additional Drawing after 5, the fee is $75 per Drawing.
    d. Example: 8 Drawings = $725.

8. Payment must be provided along with a signed copy of this form before files will be released. Please remit to Angerame Architects, P.C. and allow five working days for processing.

Fee:$_____ Requested Drawings: _____

_____

Firm Requesting Files: _____

Company: _____

Address: _____

Signed: _____ Date: _____

Printed Name / Title: _____

Phone: _____ Email: _____

To Be Completed By Angerame Architects, P.C.

Released (signed by): _____ Angerame Architects, P.C.

Printed Name/Title: _____ Date: _____

COUNTY OF ALBANY

REQUEST FOR BIDS
SHAKER PLACE NURSING AND REHABILITATION CENTER

RFB #2024-150

SHAKER PLACE CAFÉ PROJECT

VOLUME 1

ALBANY COUNTY DEPARTMENT OF GENERAL SERVICES
PURCHASING DIVISION
PAMELA O NEILL, PURCHASING AGENT
112 STATE STREET, ROOM 1000
ALBANY, NY 12207

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provision of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings, and details to determine type and extent of work there if affecting the work of this section, whether or not such work is specifically mentioned in this section. It is the intent of this specification to include labor and material required to complete this section whether or not it is clearly or explicitly shown.

1.2 SUMMARY

A. Section Includes:

B. Project information.

C. Work covered by Contract Documents.

D. Work by Owner.

E. Work under separate contracts.

F. Access to site.

G. Work restrictions.

H. Specification and drawing conventions.

I. Miscellaneous provisions.

J. Related Requirements: 1. Section 01 5000 "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 PROJECT INFORMATION

A. Project Identification: RFB #2024-150 SHAKER PLACE CAFÉ PROJECT.

1. Project Location: Albany County Shaker Place Rehabilitation & Nursing Center, Albany, NY 12211.

B. Owner: Shaker Place Rehabilitation & Nursing Center, Albany, NY 12211.

1. Owner's Representative: Albany County Division of Facilities Engineering (ACFE); Michael Martin, Deputy Commissioner, 518-447-7032, Michael.Martin@albanycountyny.gov .

C. Architect: Angerame Architects P.C., James R. Glenn, AIA, Vice President; 518-454-9300; jim@angeramearchitects.com .

D. Architect's Consultants: The Architect has retained the following design professionals who have prepared designated portions of the Contract Documents:

1.	STRUCTURAL ENGINEER:	MRH Engineering, P.C. 20 Bayberry Drive Queensbury, New York 12804 (518) 792-4042
2.	MECHANICAL/PLUMBING/: ELECTRICAL ENGINEER	Engineered Solutions 646 Plank Road, #104 900 Route 146 Clifton Park, New York 12065 (518) 280-2410

1.4 GENERAL NOTES ABOUT THE CONTRACT DOCUMENTS

A. The title and location of the Work is printed on the cover of this Project Manual.

B. Type of Contract: Lump Sum for a Single Prime Contract.

C. The term “Owner's Representative” appears many times in these specifications. Wherever it appears, it shall be understood to mean either the Architect, Architect's Sub-Consultants, Construction Manager, the Albany County, or designated representatives.

D. The term “Substantial Completion” appears many times in the contract Documents. It shall be understood by the standard AIA (American Institute of Architects) definition: “Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.”

E. During the bidding process, all correspondence and requests for information are to be forwarded to the Albany County Purchasing Department and copied to the Construction Manager (refer to General Instructions to Bidders article 14 for further detail). Only questions or requests for information will be answered by the Architect. If the Architect determines that a clarification is necessary, an addendum will be issued. If not, no addendum will be issued. Note that no requests for information will be reviewed and/or answered within 72 hours of a bid due date. Please request information early in the bid process

1.5 WORK CONTRACT DOCUMENTS

A. The Work of Project is defined by the Contract Documents and consists of the following:

3. The project is a renovation of an existing space within the Albany County Shaker Place Rehabilitation & Nursing Center for the construction of a new Café to serve staff, visitors, and residents.

B. Type of Contract:

1. The work of this project will be the responsibility of a Single Prime contractor to complete.

C. Please note that work will need to be done while the building is occupied but there are strict work conditions that must be met. See specification Section 01 3200. The work of this project must be substantially complete per

section 01 3200.

D. All products used in this project shall be certified as asbestos free.

E. Owner's Tax Exempt Status

1. The Owner is exempt from payment of Federal Excise Tax, Sales and Compensating Use Taxes of the State of New York and of cities, counties and other subdivisions of the State Owner's Tax Exempt StatusThe Owner is exempt from payment of Federal Excise Tax, Sales and Compensating Use Taxes of the State of New York and of cities, counties and other subdivisions of the State.

1.6 WORK BY OWNER

A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.

B. Preceding Work: Owner may perform construction operations at Project site. Those operations are scheduled to be substantially complete before work under this Contract begins.

C. Concurrent Work: Owner may perform construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

1.7 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

B. Concurrent Work: Owner may award separate contract(s) for construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

1.8 ACCESS TO SITE

A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.

B. Use of Site: Limit use of Project site to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work isindicated.

C. Limits: Confine construction operations to areas within the Contract limits indicated.

D. Limits: Limit site disturbance, including earthwork and clearing of vegetation, to 30 feet beyond building perimeter; 10 feet beyond surface walkways, patios, surface parking, and utilities less than 12 inchesin diameter; 15 feet beyond primary roadway curbs and main utility branch trenches; and 25 feet beyond constructed areas with permeable surfaces (such as pervious paving areas, stormwater detention facilities, and playing fields) that require additional staging areas in order to limit compaction in the constructed area.

E. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to

Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

F. Schedule deliveries to minimize use of driveways and entrances by construction operations.

G. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

H. Site Utilization Plan: Prepare and submit a site utilization plan demonstrating the requirements provided by the Owner's Project representative. Do not commence mobilization on the Project site prior to written approval of the site utilization plan.

1.9 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations.

B. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

C. On-Site Work Hours: Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.

D. Weekend Hours: 7:00 a.m. to 5:00 p.m.

E. Hours for Utility Shutdowns: Notify and coordinate with Owner.

F. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

G. Notify Director of Physical Plant/Maintenance, Andy Lucarelli at 518-869-2231 ext. 8938 not less than 7 (seven) days in advance of proposed utility interruptions.

H. Obtain Owner's Representative written permission before proceeding with utility interruptions.

I. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner occupancy with Owner.

J. Notify Director of Physical Plant/Maintenance not less than 2 (two) days in advance of proposed disruptive operations.

K. Tobacco-Free Campus: Smoking is prohibited, including e-cigarettes. Do not smoke or vape within the building or on the roof, anywhere on the construction site, or anywhere on the surrounding campus.

L. Controlled Substances: Use of controlled substances is similarly prohibited.

M. Employee Identification: Owner will provide identification tags for Contractor personnel working on Project site. Require personnel to use identification tags at all times.

N. Employee Screening: Comply with the Owner's requirements for screening of Contractor personnel working on Project site.

O. Maintain list of approved screened personnel with Owner's representative.

1.10SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

B. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

C. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

D. Division 00 Contracting Requirements: General provisions of the Contract, including General and Supplementary Conditions, apply to all Sections of the Specifications.

E. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

F. Drawing Coordination: Requirements for materials and products identified on Drawings may be described in detail in the Specifications.

1.11 CONSTRUCTION DOCUMENTS

A. The Prime Contractor will receive digital copies of a complete set of construction documents after award. The Prime Contractor is responsible for distribution of drawings and drawing updates to their respective sub-contractors.

B. The Prime Contractor shall keep one complete set of the latest contract drawings and specifications, with all Addenda, available on the job site until the work is accepted, and shall keep these documents up to date. The Prime Contract shall maintain the set in both digital and paper format.

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION (NOT USED)

END OF SECTION 01 1000

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provision of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings, and details to determine type and extent of work there if affecting the work of this section, whether or not such work is specifically mentioned in this section. It is the intent of this specification to include labor and material required to complete this section whether or not it is clearly or explicitly shown.

1.2 SUMMARY

A. Section includes administrative and procedural requirements governing allowances.

B. Types of allowances include the following:

1. Contingency allowances.

1.3 RELATED SECTIONS:

A. Section 01 3300 "Submittal Procedures" for procedures for using Submittals for the selection and purchase of materials in the contract.

B. Divisions 2 through 16 Sections for items of Work covered by allowances.

1.4 ACTION SUBMITTALS

A. Submit proposals for purchase of products or systems included in allowances, in the form specified for Change Orders.

1.5 INFORMATIONAL SUBMITTALS

A. Submit invoices or delivery slips to show actual quantities of materials delivered to the site for use in fulfillment of each allowance.

B. Submit time sheets and other documentation to show labor time and cost for installation of allowance items that include installation as part of the allowance.

C. Coordinate and process submittals for allowance items in same manner as for other portions of the Work.

1.6 CONTINGENCY ALLOWANCES

A. Use the contingency allowance only as directed by Architect/Engineer for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

B. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, insurance, equipment rental, and similar costs.

C. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit.

D. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.7 COORDINATION

A. Coordinate allowance items with other portions of the Work. Furnish templates as required to coordinate installation.

1.8 SELECTION AND PURCHASE

A. At the earliest practical date after award of the Contract, advise Architect of the date when final selection, or purchase and delivery, of each product or system described by an allowance must be completed by the Owner to avoid delaying the Work.

B. At Architect's request, obtain proposals for each allowance for use in making final selections. Include recommendations that are relevant to performing the Work.

C. Purchase products and systems selected by Architect/Engineer from the designated supplier
CONTINGENCY ALLOWANCES

D. Use the contingency allowance only as directed by Architect for Owner's purposes and only by Change Orders that indicate amounts to be charged to the allowance.

E. Contractor's overhead, profit, and related costs for products and equipment ordered by Owner under the contingency allowance are included in the allowance and are not part of the Contract Sum. These costs include delivery, installation, taxes, insurance, equipment rental, and similar costs.

F. Change Orders authorizing use of funds from the contingency allowance will include Contractor's related costs and reasonable overhead and profit margins.

G. At Project closeout, credit unused amounts remaining in the contingency allowance to Owner by Change Order.

1.9 ADJUSTMENT OF ALLOWANCES

A. Allowance Adjustment: To adjust allowance amounts, prepare a Change Order proposal based on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place where applicable. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.

   1. Include installation costs in purchase amount only where indicated as part of the allowance.

   2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other markups.

B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the purchase order amount or Contractor's handling, labor, installation, overhead, and profit.

   1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of Work has changed from what could have been foreseen from information in the Contract Documents.

   2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION

3.1 EXAMINATION

A. Examine products covered by an allowance promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

3.2 PREPARATION

A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each allowance item is completely integrated and interfaced with related work.

3.3 SCHEDULE OF ALLOWANCES

A. Contingency Allowance: Include a contingency allowance of a stipulated sum/price based on a percentage of each Contract Base Bid as follows:

   1. GC – General Construction – 25%

B. This allowance includes material cost receiving, handling, and installation and Contractor overhead and profit.

END OF SECTION 01 2100

PART- 1 GENERAL

1.1 SECTION INCLUDES

A. Drawings and general provision of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings, and details to determine type and extent of work there if affecting the work of this section, whether or not such work is specifically mentioned in this section. It is the intent of this specification to include labor and material required to complete this section whether or not it is clearly or explicitly shown.

1.2 RELATED REQUIREMENTS

A. Drawings and general provisions of the Contract, including the General Conditions for Albany County Construction and other Division 01 specification sections, apply to this section.

C. Section 01 3000 - Administrative Requirements: Submittal procedures, coordination.

D. Section 01 6000 - Product Requirements: Fundamental product requirements, product options, delivery, storage, and handling.

1.3 DEFINITIONS

A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

1. Substitutions for Cause: Proposed due to changed Project circumstances beyond Contractor's control.

    a. Unavailability.

    b. Regulatory changes.

    c. Compatibility relating to Proprietary vs Sole Source

2. Substitutions to improve project performance: Proposed due to possibility of offering substantial advantage to the Project.

3. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.

1.4 ACTION SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use form that is part of web-based Project management software acceptable to Architect.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified product or fabrication or installation method cannot be provided, if applicable.

b. Coordination of information, including a list of changes or revisions needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitutions with those of the Work specified. Include annotated copy of applicable Specification Section. Significant qualities may include attributes, such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the Work specified.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.

f. Certificates and qualification data, where applicable or requested.

g. List of similar installations for completed projects, with project names and addresses as well as names and addresses of architects and owners.

h. Material test reports from a qualified testing agency, indicating and interpreting test results for compliance with requirements indicated.

i. Research reports evidencing compliance with building code in effect for Project, from ICC.

j. Detailed comparison of Contractor's construction schedule using proposed substitutions with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating date of receipt of purchase order, lack of availability, or delays in delivery.

k. Cost information, including a proposal of change, if any, in the Contract Sum.

l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents, except as indicated in substitution request, is compatible with related materials and is appropriate for applications indicated.

m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within fourteen (14) days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within twenty-one (21) days of receipt of request, or seven (7) days of receipt of additional information or documentation, whichever is later.

a. Forms of Acceptance: Change Order, Construction Change Directive, Submittal Approval of final documentation after submission for Substitution, or Architect's Supplemental Instructions for minor changes in the Work.

b. Use product specified if Architect does not issue a decision on use of a proposed substitution within time allocated.

1.5 QUALITY ASSURANCE

A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.

1.6 PROCEDURES

A. Coordination: Revise or adjust affected work as necessary to integrate work of the approved substitutions.

1.7 SUBSTITUTIONS

A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than fifteen (15) days prior to time required for preparation and review of related submittals.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

a. Requested substitution is consistent with the Contract Documents and will produce indicated results.

b. Substitution request is fully documented and properly submitted.

c. Requested substitution will not adversely affect Contractor's construction schedule.

d. Requested substitution has received necessary approvals of authorities having jurisdiction.

e. Requested substitution is compatible with other portions of the Work.

f. Requested substitution has been coordinated with other portions of the Work.

g. Requested substitution provides specified warranty.

h. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

B. Substitutions for Convenience: Architect will consider requests for substitution if received within sixty (60) days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.

1. Conditions: Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

    a. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.

    b. Requested substitution does not require extensive revisions to the Contract Documents.

    c. Requested substitution is consistent with the Contract Documents and will produce indicated results.

    d. Substitution request is fully documented and properly submitted.

    e. Requested substitution will not adversely affect Contractor's construction schedule.

    f. Requested substitution has received necessary approvals of authorities having jurisdiction.

    g. Requested substitution is compatible with other portions of the Work.

    h. Requested substitution has been coordinated with other portions of the Work.

    i. Requested substitution provides specified warranty.

    j. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION

3.1 GENERAL REQUIREMENTS

A. Substitution Request for products, assemblies, materials, and equipment constitutes a representation that the submitter:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product, equipment, assembly, or system.

2. Agrees to provide the same warranty for the substitution as for the specified product.

3. Agrees to provide same or equivalent maintenance service and source of replacement parts, as applicable.

4. Agrees to coordinate installation and make changes to other work that may be required for the work to be complete, with no additional cost to Owner.

5. Has informed the Prime Contractor of any/all changes or impacts to other trades and construction, and all potential costs impacts have been fully addressed without cost impact to the Owner.

6. Waives claims for additional costs or time extension that may subsequently become apparent.

7. Agrees to reimburse Owner for review or redesign services associated with re-approval, through a deductive COP and then an amendment to the A/E.

B. A Substitution Request for specified installer, constitutes a representation that the submitter:

1. Has acted in good faith to obtain services of specified installer.

C. Document each request with complete data substantiating compliance of proposed substitution with Contract Documents. Burden of proof is on proposer.

1. Note explicitly any non-compliant characteristics.

D. Content: Include information necessary for tracking the status of each Substitution Request, and information necessary to provide an actionable response.

1. Forms indicated are adequate for this purpose and must be used.

2. All requests for substitution shall be accompanied by the fully completed Substitution Request Form. Failure to fully complete or sign the form will result in rejection of substitution without review.

E. Limit each request to a single proposed substitution item.

1. Submit samples where aesthetics or materials are different than those specified.

3.2 SUBSTITUTION PROCEDURES DURING PROCUREMENT

A. Submittal (before award of contract):

1. Owner will consider requests for substitutions only if submitted at least 15 working days prior to the date for receipt of bids.

a. Substitutions are reviewed in the order they are received and pending the available time of the A/E design team. Every effort will be made to address substitutions requests received but are not guaranteed.

b. Acceptance will be acknowledged through Addendum only, and to include review time. Rejected requests will not be noted.

3.3 SUBSTITUTION PROCEDURES DURING CONSTRUCTION

A. Submittal Form (after award of contract):

1. Submit request for Substitution for Cause within 14 days of discovery of need for substitution, but not later than 14 days prior to time required for review and approval by A/E, in order to stay on approved project schedule.

2. Submit request for Substitution for Convenience immediately upon discovery of its potential advantage to the project, but not later than 14 days prior to time required for review and approval by A/E, in order to stay on approved project schedule.

    a. In addition to meeting general documentation requirements, document how the requested substitution benefits the Owner through cost savings, time savings, greater energy conservation, or in other specific ways.

    b. Document means of coordinating of substitution item with other portions of the work, including work by affected subcontractors.

    c. Bear the costs engendered by proposed substitution of:

        i. Owner's compensation to the A/E for any required redesign, time spent processing and evaluating the request.

        ii. Other construction by Owner.

        iii. Other unanticipated project considerations.

3. Substitutions will not be considered under one or more of the following circumstances:

    a. When they are indicated or implied on shop drawing or product data submittals, without having received prior approval. Substitution request does not replace approval of shop drawings.

    b. Without a separate written request.

    c. When acceptance will require revisions to Contract Documents.

3.4 RESOLUTION

A. A/E may request additional information and documentation prior to rendering a decision. Provide this data in an expeditious manner.

B. A/E will notify Contractor in writing of decision to accept or reject request.

1. A/E's decision following review of proposed substitution will be noted on the submitted form.

2. Review with Owner and DES PM before approving.

3.5 ACCEPTANCE

A. Accepted substitutions change the work of the Project. They will be documented and incorporated into work of the project by Change Order, Construction Change Directive, Architectural Supplementary Instructions, or similar instruments provided for in the Conditions of the Contract.

3.6 CLOSEOUT ACTIVITIES

A. See Section 01 7800 - Closeout Submittals and Procedures, for closeout submittals.

1. Include completed Substitution Request Forms as part of the Project record.

END OF SECTION 01 2500

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

1. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification sections, apply to work of this section.
2. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether or not such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether or not it is clearly or explicitly shown.

1.2 SUMMARY

1. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.
2. Provisions of this Section apply to the Work of the Contractor.

1.3 PROPOSAL REQUESTS

1. Owner-Initiated Proposal Requests: Owner and its representatives will issue a detailed description of proposed changes (Proposed Change Order – P.C.O.) in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
2. Proposal Requests issued by Owner and its representatives are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
3. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
4. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
5. Indicate applicable delivery charges, equipment rental, and amounts of trade discounts.
6. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
7. Proposal Request Form: Use AIA Document G709 for Proposal Requests.

1.4 CHANGE ORDER PROCEDURES

1. On Owner's approval of a Proposal Request, Architect will issue Change Order for signatures of Owner and Contractor on AIA Document G701.
2. All quotations shall be accompanied by a complete itemization of costs, including labor (type, quantity and unit cost per hour), materials (type, quantity and unit cost) and copies of written quotations from subcontractors and suppliers itemized in the same manner.

3. Overhead and profit shall include costs for insurance, administrative, supervision, truck deliveries, safety, cleanup, guarantee, estimating and record document revisions when calculating change order pricing.
4. Indicate applicable delivery charges, equipment rental and amounts of trade discounts.
5. The combined overhead and profit included in the total cost to the Contractor shall be based on the following schedule:
6. CHANGES IN THE WORK
    a. The allowance for the combined overhead and profit included in the total cost to Owner shall be based on the following schedule:
        i. For the Contractor, for any work performed by their own forces, 15% of the actual cost;
        ii. For each Subcontractor involved, work performed by their own forces, 15% of the actual cost;
        iii. For the Contractor, for work performed by their Subcontractors, 5% of the amount due the Subcontractor.
7. Cost shall be limited to the following:
    a. Cost of materials, including cost of delivery, cost of labor, including Social Security and Unemployment Insurance, Workmen's Compensation Insurance, rental value of power tools and equipment.
    b. Overhead shall include the following: Bond Premiums, supervisions, superintendent's wages to time keepers, watchmen, clerks, small tools, incidental, general office expenses and all other expenses not included in "Cost".
    c. If the net value of change results in a credit from the Contractor or Subcontractor the credit given shall be the net cost without overhead and profit.
    d. The cost as used herein shall include all items of labor, materials and equipment.
8. Not more than three percentages, the aggregate allowed shall not exceed 8% regardless of the number of their Subcontractors, i.e., the markup on work Subcontractor by a Subcontractor will be limited to one overhead percentage and one profit percentage.
9. Performance and Payment Bond Adjustments: Do not itemize increased bond premiums for each individual Change Order per General Conditions of the Contract.

1.5 UNIT PRICES

1. On Owner's approval of a Contract quantity change, Architect will issue a Change Order for signatures of Contractor and Owner on AIA Document G701.
2. All quotations shall be accompanied by a complete itemization of costs, including labor (type, quantity and unit cost per hour), materials (type, quantity and unit cost) and copies of written quotations from subcontractors and suppliers itemized in the same manner.
3. Indicate applicable delivery charges, equipment rental and amounts of trade discounts.
4. Markups: Overhead and profit markups are same as for Change Order schedule as indicated.

1.6 PHOTOGRAPHS

1. Each month the Construction Manager shall furnish color prints to the Architect, 6 views, 3 prints of each, 8” x 10” mounted for inclusion into loose leaf binder. Each photo to include in formation of view, date, job, Architect and Contractor.

1.7 HOISTING EQUIPMENT

1. Contractor shall:
2. Provide material hoists as required for performance of own work and shall employ skilled operators. Provide all necessary guards, signals, safety devices, etc., required for safe operation, and suitable runways from hoists to each floor level and roof. Construction and operation of material hoists shall conform to all applicable requirements of the "American Standard Safety Code for Building Construction" published by the American Standard Association and the "Manual of Accident Prevention in Construction of the Association General Contractors of America OSHA Standards for the Construction Industry", and to all state and municipal codes. The Contractor shall prohibit the use of hoists for transporting personnel.
3. Provide temporary ladders, ramps, scaffolding and runways as required for performance of own work. All of above facilities shall be constructed and maintained in accordance with applicable requirements of all codes as set forth above in paragraph a. "Material Hoists" and shall be removed after they have served their purpose or when directed.

1.8 PROJECT SIGN

1. The Contractor shall furnish, erect and maintain, at the site of the work (the location determined by Architect), a construction sign 4' x 8’ containing the title of the project, the Owner's name, project number, financing agency, names of the Architect and his Consultants and Contractor.

1.9 DEFECTIVE WORK AND MATERIALS

1. Any material or work found on inspection to be defective or not in strict conformance with requirements of Drawings and Specifications, or defaced or injured through the acts of fire or elements or any other cause shall be removed immediately from the premises and satisfactory materials or work or both, substituted therefore without delay.
2. If the Contractor does not remove such work or materials condemned by the Architect within the time limit fixed by written notice, the Owner may cause the same to be done and may store all materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days thereafter, the Owner may upon ten (10) days written notice, sell such materials at auction or at a private sale and shall account for the net proceeds thereof, after deducting all costs and expenses that should have been borne by the Contractor.
3. No previous inspection or certificates of payment shall be held as an acceptance of defective work or materials, or relieve the Contractor from the obligations to furnish sound materials and perform satisfactory work in accordance with Contract Documents.

1.10 RESPONSIBILITY FOR DAMAGE

1. The Contractor shall be responsible for all damages to life and property due to his operations. He shall be responsible for all parts of his work, both temporary and permanent, until the work under this Contract is accepted by the Owner.
2. He shall protect, indemnify, save harmless and defend the Owner from suits, actions, damages and costs of every name and description, resulting from the work, under this Contract, and the Owner may retain sufficient monies from the amount due or to become due the Contractor as may be necessary to satisfy any claim or damages filed against the Owner.
3. He shall be responsible for damages to work of other Contractors which are the result of his operations. Should the Contractor believe that the work shown by the drawings or specifications is not calculated when executed to procure safe and substantial results, or if any discrepancy appears, it is his duty to immediately notify the Architect in writing, stop work on same, and await the written instructions of the Architect.

END OF SECTION 01 2500

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provision of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings, and details to determine type and extent of work there if affecting the work of this section, whether or not such work is specifically mentioned in this section. It is the intent of this specification to include labor and material required to complete this section whether or not it is clearly or explicitly shown.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections:

1. Division 1 Section "Allowances" for procedural requirements governing the handling and processing of allowances.

2. Division 1 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

3. Division 1 Section "Unit Prices" for administrative requirements governing the use of unit prices.

4. Division 1 Section "Submittal Procedures" for administrative requirements governing the preparation and submittal of submittal schedule.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the schedule of values with preparation of Contractor's construction schedule.

1. Correlate line items in the schedule of values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with continuation sheets.

b. Submittal schedule.

c. Items required to be indicated as separate activities in Contractor's construction schedule.

2. Submit the schedule of values to ACFE at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

3. Subschedules for Phased Work: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.

4. Subschedules for Separate Elements of Work: Where the Contractor's construction schedule defines separate elements of the Work, provide subschedules showing values correlated with each element.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the schedule of values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the schedule of values:

a. Project name and location.

b. Name of Architect.

c. Architect's project number.

d. Contractor's name and address.

e. Date of submittal.

2. Arrange the schedule of values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division.

b. Description of the Work.

c. Name of subcontractor.

d. Name of manufacturer or fabricator.

e. Name of supplier.

f. Change Orders (numbers) that affect value.

g. Dollar value of the following, as a percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

h. Labor.

i. Materials.

j. Equipment.

3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide multiple line items for principal subcontract amounts in excess of five percent of Contract Sum.

    a. Include separate line items under Contractor and principal subcontracts for project closeout requirements in an amount totaling five percent of the Contract Sum and subcontract amount.

4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.

5. Provide a separate line item in the schedule of values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

    a. Differentiate between items stored on-site and items stored off-site. If required, include evidence of insurance.

6. Provide separate line items in the schedule of values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Allowances: Provide a separate line item in the schedule of values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.

8. Purchase Contracts: Provide a separate line item in the schedule of values for each purchase contract. Show line-item value of purchase contract. Indicate owner payments or deposits, if any, and balance to be paid by Contractor.

9. Each item in the schedule of values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

    a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the schedule of values or distributed as general overhead expense, at Contractor's option.

10. Schedule Updating: Update and resubmit the schedule of values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by ACFE and paid for by Owner.

1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction work covered by each Application for Payment is the period indicated in the Agreement.

1. Submit draft copy of Application for Payment fourteen days prior to due date for review by ACFE.

C. Application for Payment Forms: Use AIA Document G702 and AIA Document G703 and an **Albany County Claim Form** as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor.ACFE will return incomplete applications without action.

1. Entries shall match data on the schedule of values and Contractor's construction schedule. Use updated schedules if revisions were made.

2. Include amounts for work completed following previous Application for Payment, whether or not payment has been received. Include only amounts for work completed at time of Application for Payment.

3. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

4. Indicate separate amounts for work being carried out under Owner-requested project acceleration.

E. Stored Materials: Include in Application for Payment amounts applied for materials or equipment purchased or fabricated and stored, but not yet installed. Differentiate between items stored on-site and items stored off-site.

1. Provide certificate of insurance, evidence of transfer of title to Owner, and consent of surety to payment, for stored materials.

2. Provide supporting documentation that verifies amount requested, such as paid invoices. Match amount requested with amounts indicated on documentation; do not include overhead and profit on stored materials.

3. Provide summary documentation for stored materials indicating the following:

4. Materials previously stored and included in previous Applications for Payment.

5. Work completed for this Application utilizing previously stored materials.

6. Additional materials stored with this Application.

7. Total materials remaining stored, including materials with this Application.

F. Transmittal: Submit three signed and notarized original copies of each Application for Payment to ACFE by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.

2. Schedule of values.

3. Contractor's construction schedule (preliminary if not final).

4. Combined Contractor's construction schedule (preliminary if not final) incorporating Work of multiple contracts, with indication of acceptance of schedule by each Contractor.

5. Products list (preliminary if not final).

6. Schedule of unit prices.

7. Submittal schedule (preliminary if not final).

8. List of Contractor's staff assignments.

9. List of Contractor's principal consultants.

10. Copies of building permits.

11. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.

12. Initial progress report.

13. Report of preconstruction conference.

14. Certificates of insurance and insurance policies.

15. Performance and payment bonds.

16. Data needed to acquire Owner's insurance.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.

2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.

3. Updated final statement, accounting for final changes to the Contract Sum.

4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."

5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."

6. Evidence that claims have been settled.

7. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.

8. Final liquidated damages settlement statement.

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION (NOT USED)

END OF SECTION 0 12900

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section includes a summary of work The Prime Contract. One set of documents is being issued covering the work of the entire Project. The Prime Contractor is responsible to review all drawings and specifications for specific requirements indicated and is responsible for the work no matter what drawing on which the work appears.

1.3 DEFINITIONS

A. Permanent Enclosure: As determined by Architect and CM, the condition at which roofing is insulated and weather tight; exterior walls are insulated and weather tight; and all openings are closed with permanent construction or substantial temporary closures equivalent in weather protection to permanent construction.

1.4 CONSTRUCTION MANAGER

A. The Construction Manager shall facilitate coordination with the Prime Contractor. The Prime Contractor and all sub-tier Contractors shall cooperate to the fullest extent in this regard to achieve a successful project for the Owner.

1.5 GENERAL REQUIREMENTS OF THE PRIME CONTRACTOR

A. Extent of Contract: Unless the Agreement contains a more specific description of the Work for the Prime Contract, requirements indicated on the Drawings and in Specification Sections determines the Project Scope of Work.

The following is not intended to limit the scope of work, but to provide clarification and/or amplification of the work described in the drawings and specifications. All work described by the documents must be performed, in addition to any work not shown but inherently necessary to achieve the intent complete and/or operable systems.

Unless otherwise indicated, the work described in this Section shall be complete systems and assemblies, including products, components, accessories, and installation required by the Contract Documents. No such labor, materials, services, supervision, scaffolding, tools, equipment, or other things necessary to provide or fully complete systems in accordance with the contract documents shall for any reason be considered additional work.

B. The following temporary facilities as required by project will be the responsibility of the Prime Contractor; barricades, partitions, doors, stairs, landings, ramps, fencing, screens, signage; egress, directional, and safety, pedestrian overhead protection and fire extinguishers, as shown but not limited to the ones indicated on the construction drawings. The items referenced above shall be provided and or installed by the Prime Contractor, unless specifically noted otherwise in the construction documents.

C. Trenches and other excavation for the work of the contract shall be the work of The Prime Contractor, unless specifically noted otherwise in the contract documents.

D. Blocking, backing panels, sleeves, and metal fabrication supports for the work of each contract shall be the work of the Prime Contractor, unless specifically noted otherwise in the contract documents.

E. Access Panels: The Prime Contractor shall identify access doors and panels required to access inaccessible installations.

F. Access Panel types shall be the same as the Prime Contractor's approved submittal, shall match the fire rating of the assemblies of which they are installed and be provided in sizes adequate for easy access and/or replacement of the installation.

G. The Prime Contractor shall take care to furnish the access panels in a timely fashion to allow installation during the scheduled installation of the work.

H. Equipment pads for new work shall be provided by the Prime Contractor, unless specifically noted otherwise in the contract documents. The Prime Contractor shall install the equipment pads in a timely fashion for the work to progress according to the Project schedule.

I. Roof-mounted equipment curbs for the work of The Prime Contract shall be furnished for work installed by the Prime Contractor.

J. Roof penetrations shall be cut and patched in by the Prime Contractor as it pertains to the projects scope of work. The Prime Contractor shall also provide metal supporting frame as necessary under the perimeter of the opening in the roof deck. Penetrations shall be coordinated by the Prime Contractor in advance to allow for efficient installation in accordance with the project schedule.

K. Roof penetrations created by the removal of existing equipment shall be patched in by the Prime Contractor. Removals which create open penetrations shall be coordinated in advance to allow for efficient installation of patches in accordance with the project schedule. All work shall be completed with existing roof warranties.

L. Cutting and Patching: Prime Contractor to coordinate the cutting and patching of removed equipment and materials as shown on the drawings to ensure a complete building envelope.

M. Through-penetration fire-stopping for the work required is the responsibility of the Prime Contractor to provide a complete fire rated system.

N. The Prime Contractor shall be responsible for caulking and/or sealing all non-fire rated penetrations.

O. Unless specifically excluded within the contract documents, the Prime Contractor is responsible for all sections of Divisions 00 and 01.

P. All significant equipment mounted above the ceiling, which require periodic maintenance, shall be identified with a stick-on tag on the ceiling below. The tag shall contain identifying information, to be coordinated with the CM, A/E and Owner. This requirement is in addition to the Identification requirements delineated in the Contract Documents.

Q. As applicable, The Prime Contractor shall offset all water and /or liquid containing piping around electrical equipment rooms, food preparation areas, telephone, data, and equipment and elevator rooms, as applicable to the work. Provide drip pans with piping to drains where re-routing is not feasible. Provide drip pans with drains in elevator machine rooms under roof drain and piping as required.

R. The Prime Contractor shall coordinate all structural, mechanical, electrical, plumbing and fire protection shop drawings prior to fabrication/installation. The coordination conducted by the Prime Contractor shall be submitted to the Construction Manager for comment.

S. The Prime Contractor shall be advised that there are sensitive existing and proposed mechanical, electrical, plumbing, fire protection and low voltage work on this project. Coordination is required with Prime Contractors Sub Contractors and the Construction Manager regarding embedment, penetrations and built-in items. Participation by each appropriate sub-tier Contractor is required to complete the coordination process.

T. Any permitting required by the Local Authorities must be obtained by the Prime Contractor pertaining to the scope of work. Albany County is the Authority Having Jurisdiction for the Building Permit. There will be no fee associated with the Building Permit. Costs for all other permitting fees shall be the responsibility of the Prime Contractor.

U. Any holes or openings created by the demolition or removal of equipment or materials (excluding roof penetrations) must be infilled by the Prime Contractor in respect to the scope of work.

V. Contractor and vendor company signage and displays will not be allowed on site.

W. Temporary Facilities and Controls: In addition to specific responsibilities for temporary facilities and controls indicated in this Section and in Division 01 Section "Temporary Facilities and Controls," The Prime Contractor is responsible for the following:

X. Installation, operation, maintenance, and removal of each temporary facility necessary for its own normal construction activity, and costs and associated with each facility, except as otherwise provided for in this Section.

Y. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.

Z. The Prime Contractor shall provide a field office (refer to section “Temporary Facilities & Controls” for further detail). It is the Prime Contractors responsibility to coordinate additional field offices and storage with their Sub Contractors and the Construction Manager.

AA. All temporary enclosures shall be coordinated with the Construction Manager and provided by the Prime Contractor.

BB. Staging and scaffolding for construction activities.

CC. All hoisting and rigging of tools, equipment and materials for construction activities.

DD. Waste disposal facilities, including collection and legal disposal of its own hazardous, dangerous, unsanitary, or other harmful waste materials. If the Prime Contractor requires dumpsters for waste removal, the locations shall be coordinated in advance with the CM.

EE. Progress cleaning of work areas affected by its operations on a daily basis.

FF. Secure lockup of tools, materials, and equipment.

GG. Construction aids and miscellaneous services and facilities necessary exclusively for construction activities.

END OF SECTION 01 3010

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether or not such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether or not it is clearly or explicitly shown.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. General project coordination procedures
2. Coordination drawings
3. Administrative and supervisory personnel
4. Project meetings

1.3 COORDINATION

A. Coordination: Each contactor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections that depend on each other for proper installation, connection, and operation.

1. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
2. Make adequate provisions to accommodate items scheduled for later installation.

B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities included, but are not limited to, the following:

1. Installation and removal of temporary facilities and controls.

2. Delivery and processing of submittals.

3. Progress meetings.

4. Pre-installation conferences.

5. Project closeout activities.

C. Drawings are diagrammatic; utilize spaces efficiently to maximize headroom and accessibility for installation, maintenance, or replacement of construction elements. It shall be this Contractor's responsibility to coordinate his work. It is the intention of the drawings and specifications for the Contractor to provide a complete system whether shown or not.

D. Owner will furnish copies of approved shop drawings to each Contractor whose work is connected to this contract. Resolve all problems of connected, adjacent or otherwise related work with Contractor.

E. Should conflicts and problems occur, Contractor and those subcontractors, sub-subcontractors and trades who might be affected, are to consult and cooperate in resolution of the problem, whether or not they are at fault and whether or not their work is directly involved.

F. When a problem occurs with no readily discernible cause, Contractor and those subcontractors, sub-subcontractors and trades who might be affected are to consult, investigate and test as necessary, until cause is found or problem resolved.

G. No extra costs will be allowed for any investigations, testing and/or consultations or extra work which may be necessary under the terms of this Article.

H. The plans and these specifications are complimentary each to the other and what is called for in one shall be as binding as if called for by both. Should there be a conflict between drawings and specifications regarding a material shown, scope of work, described work, or detailed work; the Contractor shall figure in his base bid the more expensive system of the two. Architect shall be notified immediately prior to the start of any work in conflict.

I. Contractor shall coordinate layout of all electrical and mechanical devices, fixtures, and equipment in finished spaces with all Architectural features (panel and wainscot designs, ceiling tile type, grid location, etc.) Locate devices equally spaced horizontally within panel layout. Where mounting height or equipment locations are not indicated, contact Architect prior to installation for decision.

J. Contractor shall coordinate and verify all dimensions prior to start of work. If conflict occurs as a result of coordination, contractor shall be responsible to correct conditions at no additional cost.

1.4 COORDINATION DRAWINGS

A. Composite Coordination Base Drawing:

1. Drawings shall identify each building layout at 1/4 inch equals 1 foot and includes walls, doors, windows, ceiling and roof elevations, soffit elevations, beam elevations and other items.

2. Contractor shall sign-off on Base Drawings for acknowledgement of review including accuracy and resolving conflicts.

3. HVAC sub-contractor shall add to this drawing exact locations and elevations of where the following items are proposed to be installed:

    a. Registers
    b. Grilles
    c. Diffusers
    d. Dampers
    e. Turning valves
    f. Damper operator
    g. VAV boxes
    h. Ducts
    i. Duct access doors
    j. Sensors
    k. Unit heaters
    l. Air handling units
    m. Exhaust fans
    n. Relief fans
    o. Chiller
    p. Air compressor
    q. Boilers
    r. Pumps
    s. HVAC piping
    t. HVAC supports

B. Plumbing sub-contractor shall add to the drawing after HVAC sub-contractor, the location of the following:

    a. Hot water boilers
    b. Hot water tanks
    c. Pumps
    d. Water meters
    e. Gas meters
    f. Location and routing of gas and water piping

C. Sprinkler sub-contractor shall add to the drawing after Plumbing sub-contractor the location of the following:

    a. Pumps
    b. Entrance riser
    c. Piping

D. Electrical sub-contractor shall add to the drawing after Sprinkler sub-contractor the location of the following:

    a. Location and routing of electrical equipment
    b. Distribution panels

c. Lights
d. Fire alarm system components
e. Security system components and controls

E. General Construction Contractor shall add to the drawing after Electrical Contractor, any architectural components provided by building trade, which must be coordinated with other trades.

1.5 SUBMITTALS

A. Staff Names: At Preconstruction Conference submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list business addresses and telephone numbers, including business office, field office, cellular and facsimile. List Manager's and Superintendent emergency telephone numbers.

1.6 OWNERSHIP OF DRAWINGS

A. All drawings, specifications, and copies thereof, furnished to the Contractor, with the exception of the signed Contract set, are to be returned to the Owner at the completion of the work. All Drawings remain the property of the Architect.

B. Duplication of Architect's Drawings is prohibited and violates Architect's copyright protection.

1.7 UTILITY SHUTDOWNS AND CUTOVERS

A. Except as otherwise expressly provided in the Contract Documents, the Contractor shall be responsible for submitting to the Owner and its representatives for their approval a proposed schedule of all utility shutdowns and cutovers of all types which will be required to complete the project; said schedule should contain a minimum of two (2) weeks advance notice prior to the time of the proposed shutdown and cutover.

B. The contract consideration is deemed to include all necessary overtime and all premium time, if any, that is required by the Contractor to complete the shutdowns or cutovers.

1.8 SITE ACCESS

A. As determined by Owner and its representatives.

1.9 PARKING

A. Parking for trailers, etc. shall be as designated by the Owner and its representatives. Comply with requirements of Albany County.

1.10 SALES TAX

A. This project is exempt from sales tax and compensating use tax on labor and materials, which are incorporated into the final finished project. Owner shall furnish tax identification number at Contractor's request.

END OF SECTION 01 3100

PART- 1 GENERAL

1.1 INITIAL JOB MEETING

A. The Owner's Representative will notify all parties concerned of the time and place of the initial kick off job meeting. ATTENDANCE IS MANDATORY. FAILURE TO ATTEND WILL RESULT IN A PENALTY OF $1,000.00 in the form of a deduct change order.

B. The Contractor must be in attendance.

C. The meeting will be conducted by the Owner and its representatives.

1.2 BI-WEEKLY JOB MEETINGS

A. Unless otherwise directed, job meetings will be held once every two weeks at a time and place agreed upon by the Owner's Representative, Contractor, and the Architect. Other interested parties may attend when needed, e.g., subcontractors and representatives from suppliers, public utilities, and local government. Bi-Weekly meetings will be titled “Job Progress Meetings".

B. Attendance at progress meetings is MANDATORY for the Contractor in order to create seamless coordination and work within the tight construction schedules and budgets set forth by the Owner. For each progress meeting that the Contractor misses, without written consent from the Owner or its representatives, the Contractor will be charged a penalty fee of $500.00. This amount will be deducted from the next applicable application for payment by change order. NO EXCEPTIONS TO THIS RULE WILL BE MADE.

1. In addition, an unexcused absence from a progress meeting or a failure of a Contractor’s employee(s) to work in accordance with the project schedule will subject the Contractor to Albany County’s Vendor Complaint process, which may result in a non-responsible contractor determination.

C. The meetings will be conducted by the Owner and its representatives for the following purposes:

1. Review job progress, quality of Work, and approval and delivery of materials.

2. Identify and resolve problems which impede planned progress.

3. Coordinate the efforts of all concerned so that the project progresses on schedule to on time completion.

4. Maintain a sound working relationship between the Contractor and the Owner and its representatives and a mutual understanding of the project requirements.

5. Maintain sound working procedures.

6. Review and approve minutes of previous meetings.

7. Discuss work completed in the last two weeks since the last meeting. Contractor to provide a two week look ahead at each Job Progress Meeting outlining the work to be conducted two weeks in advance.

8. Discuss the work scheduled in the next two weeks up to the next meeting.

9. Review shop drawings and submittal schedules.

10. Review change order status.

11. Coordinate occupancy arrangements and access requirements with Owner and its representatives.

12. Discuss temporary exits and construction safety with the Architect.

1.3 PRIME CONTRACTOR WEEKLY SUBCONTRACTOR MEETING

A. The Contractor is to hold at a minimum a weekly sub-contractor meeting to discuss items pertaining to the project. The Owner and its representatives reserves the right to attend the weekly subcontractor meeting and review meeting minutes for meetings not attended by the Owner and its representatives.

THE CONTRACTOR SHALL WRITE MINUTES OF ALL MEETINGS AND DISTRIBUTE THEM TO ALL PARTIES PRESENT AND TO THOSE ON THE DISTRIBUTION LIST GIVEN OUT AT THE KICK-OFF MEETING WITHIN 3 BUSINESS DAYS OF THE MEETING.

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION (NOT USED)

END OF SECTION 01 3119

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provision of the Contract, including General and Supplementary conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Project Scheduling Requirements

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.

2. Predecessor activity is an activity that must be completed before a given activity can be started.

B. Critical Path: The longest continuous chain of activities through the network schedule that establishes the minimum overall Project duration.

C. Event: The starting or ending point of an activity.

D. Major Area: A story of construction, a separate building, or a similar significant construction element.

E. Milestone: A key or critical point in time for reference or measurement.

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION

3.1 PREPARATION

A. Preparation of Contractor Construction Schedule: Refer to Division 01 Section “Submittals” for administrative requirements governing preparation and submittal thereof.

B. Contractor's own preliminary detailed critical path schedule is due at, or prior to the Pre-Construction Conference. The Construction Schedule must be completed and approved prior to commencing the work. No Application for Payment will be processed prior to receipt of approved construction schedule.

C. Critical Submittals Schedule: Submittals that require expedited submission to facilitate successful project schedule completion.

D. The Contractor's Construction Schedule shall be submitted, to the Owner and its representatives, for review and acceptance. The approved Contractor's Schedule will be incorporated into the Project Master Schedule which shall be maintained by the Owner and its representatives.

E. Contractor shall be required to participate with Owner and its representatives in periodic interactive scheduling/pull-planning sessions to coordinate the work to be completed. The approved Project Master Schedule shall supercede all previous schedules. Master Schedule shall be reviewed weekly and updated as required, with each revision taking precedence over previously issued.

F. The Contractor will be required to support the schedule and phasing plan by providing input to the planning, designing, and installation of temporary systems (walls, protections, M/E/P/FP/Low Voltage requirements) to support the facility and/or project needs during construction.

G. A two week look ahead schedule will be submitted to the Owner and its representatives on a weekly basis for review which may detail smaller schedule segments or items not shown on the CPM schedule.

END OF SECTION 01 3200

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether it is clearly or explicitly shown.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. One copy of Contractor's Final Submittal Log shall be returned to Construction Manager indicating anticipated dates for submission of each submittal by completing the submittal date column.

C. Final Submittal Log shall be complete and submitted before first Application for Payment is received.

D. Application for Payment approval will not occur until Architect has received Final Submittal Log.

E. Date indicated for each submittal shall account for the lead-time required for ordering and fabricating of each item.

F. Final Submittal Log shall indicate all submittals to be completed within 45 working days after execution of the Agreement, unless otherwise indicated.

G. Indicate items requiring more than 45 days with an explanation for the additional time and on what dates that submittal will be submitted.

1.3 DEFINITIONS

A. Preconstruction Submittals: Submittals which are required prior to issuing contract notice to proceed or starting construction. For example, Certificates of insurance; Surety bonds; Site-specific safety plan; Construction progress schedule; Schedule of values; Submittal register; List of proposed subcontractors.

B. Shop Drawings: Drawings, diagrams, and schedules specifically prepared to illustrate some portion of the work. Drawings prepared by or for the Contractor to show how multiple systems and interdisciplinary work will be integrated and coordinated.

C. Product Data: Catalog cuts, illustrations, schedules, diagrams, performance charts, instructions, and brochures, which describe and illustrate size, physical appearance, and other characteristics of materials,

systems, or equipment for some portion of the work. Samples of warranty language when the contract requires extended product warranties.

D. Samples: Physical examples of materials, equipment, or workmanship that illustrate functional and aesthetic characteristics of a material or product and establish standards by which the work can be judged. Color samples from the manufacturer's standard line (or custom color samples if specified) to be used in selecting or approving colors for the project. Field samples and mock-ups constructed to establish standards by which the ensuing work can be judged.

E. Design Data: Calculations, mix designs, analyses, or other data pertaining to a part of work.

F. Test Reports: Report which includes findings of a test required to be performed by the Contractor on an actual portion of the work. Report which includes finding of a test made at the job site or on sample taken from the job site, on portion of work during or after installation.

G. Certificates: Document required of Contractor, or of a manufacturer, supplier, installer, or subcontractor through Contractor. The purpose is to document procedures, acceptability of methods, or personnel qualifications for a portion of the work.

H. Manufacturer's Instructions: Pre-printed material describing installation of a product, system, or material, including special notices and MSDS concerning impedances, hazards, and safety precautions.

I. Manufacturer's Field Reports: Documentation of the testing and verification actions taken by manufacturer's representative at the job site on a portion of the work, during or after installation, to confirm compliance with manufacturer's standards or instructions. The documentation must indicate whether the material, product, or system has passed or failed the test.

J. Operation and Maintenance Data: Manufacturer data that is required to operate, maintain, troubleshoot, and repair equipment, including manufacturer's help, parts list, and product line documentation. This data shall be incorporated in an operations and maintenance manual.

K. Closeout Submittals: Documentation necessary to properly close out a construction contract. For example, Record Drawings and as-built drawings. Also, submittal requirements necessary to properly close out a phase of construction on a multi-phase contract.

1.4 SUBMITTAL REGISTER

A. Preparation: Submit register arranged by order of specification sections listed.

B. The Contractor, immediately after being awarded the Contract and prior to the initial job meeting, promptly submit to Subcontractor a detailed schedule showing the order in which the Contractor proposes to carry out the work, with dates at which he will start the several parts of the work and estimated dates of completion of same. This schedule will fix the respective dates for the submission of all Shop Drawings, product data and samples, the beginning of manufacture, testing and installation of materials, supplies and equipment. A fully developed Submittal Register shall be submitted within 15 working days of the Notice of Award

C. After development and acceptance of construction schedule, prepare a complete register of submittals.

D. Updating: At bi-weekly intervals, update schedule to reflect actual submittal activity. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in the construction activity.

E. The Contractor shall maintain the submittal register at the project site until final acceptance of all work by Contracting Officer.

1.5 SUBMITTAL SCHEDULING

A. Submittals are to be scheduled, submitted, reviewed, and approved prior to the acquisition of the material or equipment.

B. Coordinate scheduling, sequencing, preparing, and processing of submittals with performance of work so that work will not be delayed by submittal processing. Allow time for potential resubmittal.

C. No delay costs or time extensions will be allowed for time lost in late submittals or resubmittals.

D. All submittals are required to be approved prior to the start of the specified work activity. If material or equipment is installed before it is reviewed, Contractor shall be liable for its removal and replacement at no charge if, in opinion of Architect, material or equipment does not meet intent of drawings and specifications.

1.6 SHOP DRAWINGS, PRODUCT DATA, SAMPLES, AND COLOR SELECTIONS SUBMITTALS

A. Each submittal is to be complete and in sufficient detail to allow ready determination of compliance with contract requirements.

B. Collect required data for each specific material, product, unit of work, or system into a single submittal. Prominently mark choices, options, and portions applicable to the submittal. Partial submittals will not be accepted for expedition of construction effort. Submittal will be returned without review if incomplete.

C. If available product data is incomplete, provide Contractor-prepared documentation to supplement product data and satisfy submittal requirements.

D. All irrelevant or unnecessary data shall be removed from the submittal to facilitate accuracy and timely processing. Submittals that contain the excessive amount of irrelevant or unnecessary data will be returned with review.

E. Submit shop drawings, product data and samples to the Architect for items required by contract to be reviewed. Items not requiring review will be returned to Contractor un-reviewed.

F. All items requiring color selections shall be submitted as a complete package, allowing the Architect to develop a coordinated color scheme for the project; submittals made independently will be held until all items are received. This submittal should be completed within one month after award of contract. Submittals will take eight weeks for approval.

G. All items shall be submitted with a transmittal form for each submittal with the following information

1. Project title, location and number.

2. Contractor and Architect's name and address.

3. Construction contract number.

4. Date of the drawings and revisions.

5. Name, address, and telephone number of subcontractor, supplier, manufacturer, and any other subcontractor associated with the submittal.

6. List paragraph number of the specification section and sheet number of the contract drawings by which the submittal is required.

7. When a resubmission, add R - # suffix on submittal description. For example, submittal 18 would become 18R-1, to indicate resubmission.

8. Product identification and location in project.

H. By approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that he has determined and verified all materials, field measurements, and field construction criteria related thereto, or will do so, and that he has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

I. Shop Drawings, Product Data and Samples submitted for review by the Contractor and shall be clearly marked by the Contractor with a stamp or other device indicating that the Contractor has reviewed the submittal. Submittals, which are not so marked, he shall be returned to him for re-submittal.

J. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data, or Samples unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect 's review thereof.

K. Marked-up prints or other reproductions of Contractor 's drawings are not acceptable as shop drawings.

L. The Contractor shall direct specific attention, in writing, or on resubmitted Shop Drawings, Product Data or Samples, to revisions other than those requested by the Architect on previous submittals.

M. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the Architect has approved the submittal. All such portions of the Work shall be in accordance with approved submittals.

N. The Contractor shall prepare a progress chart at suitable scale, which shall indicate the salient features of the work, with suitable symbols to indicate the progress at any time. The above stipulated progress schedule and chart shall be submitted to the Subcontractor for approval before the work is commenced. The Contractor shall bring all progress schedules and charts up to date periodically as required and copies of same shall be delivered in quadruplicate to the Subcontractor.

O. The Contractor shall review his schedule, and the composite schedule prepared by the Subcontractor, with the other Contractors for this project during the initial job meeting.The Contractor shall coordinate his Work and Schedule with the work and schedules of others and shall, within one week of the initial job meeting, submit to the Architect a revised schedule meeting the requirements of the above paragraph and reflecting the adjustments necessary for the coordination of his work with that of separate Contractors.

P. The Contractor shall maintain at the site for the Owner, one record copy of all Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record all changes made during construction, and approved Shop Drawings, Product Data and Samples. These shall be available to the Contractor and shall be delivered to him for the Owner upon completion of the Work.

Q. The A/E will review up to two (2) submissions of any single shop drawing. The contractor will be invoiced on an hourly rate basis for the time spent reviewing the same shop drawing in excess of twice.

R. Coordination of Submittal Times:

1. Prepare and transmit each submittal to Architect sufficiently in advance of performing the related work or other applicable activities, so that the installation will not be delayed by processing times including disapproval and resubmittal (if required), coordination with other submittals, testing, purchasing, fabrication, delivery, and similar sequenced activities.

2. No extension of time will be authorized because of the Contractor's failure to transmit submittals to the Subcontractor sufficiently in advance of the work.

S. Architect 's Review:

1. Allow three (3) weeks for Architect's initial processing of each submittal requiring his review and response, except allow longer period where processing must be delayed for coordination with subsequent submittals.

2. Allow eight (8) weeks for color selections after receipt of all samples for the project.

3. Architect will advise Contractor promptly when it is determined that a submittal being processed must be delayed for coordination.

4. Advise Architect on each submittal, as to whether his processing time is critical to the progress of the work, and therefore the work would be expedited if his processing time could be foreshortened.

5. If Architect review becomes more extensive as a result of Contractor submitting substitutions, then Architect shall be entitled to back-charge Contractor for time expended on review.

1.7 SEQUENCE REQUIREMENTS

A. As applicable in each instance, do not proceed with purchasing, fabrication, and delivery of a unit of work until submittal procedures have been successfully completed and in a sequence which will not result in the approval being later modified or rescinded by reason of a subsequent submittal which should have been processed earlier or concurrently for coordination.

1.8 GENERAL PROCEDURES

A. Transmit each submittal from the Contractor to the Subcontractor for review, who in turn will transmit submittal to Architect.

B. Initial and Final Submittals:

1. The manner of submittal and Contractor's options for certain categories of initial submittals are specified in general in the individual work Sections of the Specifications.

2. Except as otherwise indicated in individual work Sections, submit the following for each category and type to the Architect:

C. Shop Drawings:

1. Provide submittals in electronic format, with the exception of material samples. Use PDF as the electronic format, unless otherwise specified or directed by the Contracting Officer at no additional cost to the Owner. Architect will review and return either PDF or hard copy to Construction Manager.

2. Compile the electronic submittal file as a single, complete document. Name the electronic submittal file specifically according to its contents.

3. Electronic files must be of sufficient quality that all information is legible. Generate PDF files from original documents so that the text included in the PDF file is both searchable and can be copied. If documents are scanned, Optical Character Resolution (OCR) routines are required.

4. Samples: Submit the number stated in each specification section.

5. Colors: One (1) set showing full range of manufacturer's colors.

6. The Contractor or his consultants will stamp drawings, data and catalog cuts as indicated below and return to Subcontractor who will distribute to Contractor:

- NO EXCEPTION TAKEN
- SUBMIT SPECIFIED ITEM
- MAKE CORRECTIONS NOTED
- REJECTED
- REVISE AND RESUBMIT

7. Checking is only for general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Any action shown is subject to the requirements of the plans and specifications.

Contractor is responsible for dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of his work with that of all other trades and the satisfactory performance of his work.

ANGERAME ARCHITECTS, P.C. (or Consultant)

Dated _____ By _____

1.9 SAMPLES

A. Submit the number stated in each specification section.

B. Colors: One (1) set showing full range of manufacturer's colors.

C. Where samples are specified for selection of color, finish, pattern, or texture, submit the full set of available choices for the material or product specified.

D. When color, texture, or pattern is specified by naming a particular manufacturer and style, include one sample of that manufacturer and style, for comparison.

E. Before submitting samples, the Contractor is to ensure that the materials or equipment will be available in quantities required in the project. No change or substitution will be permitted after a sample has been approved.

F. The Architect reserves the right to disapprove any material or equipment which previously has proven unsatisfactory in service.

1.10 MATERIAL SAFETY DATA SHEETS (MSDS)

A. Contractor shall comply with "Right to Know" requirements of Chapter 551 of Laws of New York, 1980, concerning notification of the use of toxic substances.

B. Any product or substance used by CONTRACTOR or its subcontractors which is listed in Sub-part Z of OSHA Part 1910 Title 29 of the Code of Federal Regulations entitled "Toxic and Hazardous Substances" shall be identified to the Owner by the contractor's submission of a standard Material Safety Data Sheet.

1.11 CONTRACTOR'S REVIEW

A. In accord with Paragraph 3.12 of the General Conditions, shop drawings and submissions not properly identified, or which in Architect's opinion are incomplete, contain numerous errors or omissions, or have not been checked or only superficially checked by Contractor, will be returned for re-submissions without review by Architect.

1.12 ELECTRONIC SUBMITTALS

A. An internet (web-based) service shall be used to provide an on-line database and repository which shall be used to transmit and track project related documents. The intent for using an on-line database and repository is to expedite the construction process by reducing paperwork and improving information flow.

B. For each submittal, the Prime Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents, including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.

C. It is the Prime Contractor's responsibility to provide the submittals in a PDF format. The contractor may use any of the following options:

1. Subcontractors and suppliers provide electronic submittals in PDF format to the Contractor via the Submittals Website.

2. Subcontractors and suppliers provide paper submittals to the Contractor, who electronically scans and converts them to PDF format.

3. Contract a Scanning Service, which will allow the Contractor and the Contractor's subcontractors and suppliers to provide paper submittals to the Scanning Service, which electronically scans and converts them to PDF format. It will be the Prime Contractor's responsibility to transmit the scanned submittals to the Submittals Website.

D. Image Quality:

1. Image resolution: The PDF files shall be created at a minimum resolution of 200 dots per inch utilizing the original document size. The Prime Contractor will be responsible to increase the resolution of the scanned file or images being submitted as required to adequately present the information.

2. Image Color Rendition: When information represented requires color to convey the intent and compliance, provide full color PDF reproduction.

E. Internet Service and Equipment Requirements:

1. The Prime Contractor will be required to have an Email address and Internet access at the Prime Contractor's main office.

2. Unless the Prime Contractor will exclusively be using a Scanning Service to create all PDF documents, the Prime Contractor will be required to own a PDF reviewing, creating and editing software, such as Adobe Acrobat (www.adobe.com), Bluebeam PDF Revu (www.bluebeam.com), or other similar PDF reviewing, creating and editing software for applying electronic stamps and comments.

F. Training and Support:

1. Contractor shall provide orientation and training to the Owner, Architect and design team members, project personnel and Subcontractors at no cost to the Owner or its representatives. The Contractor is responsible to complete the training within 2 weeks of contract award. The Contractor shall have the project team participate in this training at no additional cost to the Owner or representatives.

G. Paper prints (hard copies) of reviewed submittals:

1. Record Copy: Within 14 days of receipt of submittals marked "Approved", "Approved As Noted", or meeting the requirements of Article 1.05 of this specification section, the Prime Contractor shall provide two paper copies of each approved submittal to the Construction Manager.

    a. Paper copies shall be printed in a size format equal to the original document.

    b. Scaled Shop Drawings shall be printed to the scale noted on the drawings.

    c. The resolution of the printed copy shall be equal to that of the PDF file that it is being printed from.

    d. The Record Copy shall be used by the Owner's Representative during the construction of the project and shall be retained as a turn-over item to the Owner at the end of the project as required section 017100 Contract Closeout.

2. Contractor Copies: The Contractor will be responsible for making copies, for the Contractors own use and for use by its subcontractors and suppliers.

PART- 2 PRODUCTS

2.1 PRODUCT DATA

A. Collect manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts and other standard descriptive data into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data is not suitable for use, submit as Shop Drawings, not as Product Data.

2. Modify each copy of each submittal to show which products and options are not applicable.

3. Supplement Standard to provide additional information applicable to project.

4. Include the following information, as applicable:

    a. Manufacturer's written recommendations.
    b. Manufacturer's product specifications.
    c. Manufacturer's installation instructions.
    d. Standard color charts.
    e. Manufacturer's catalog cuts.
    f. Wiring diagrams showing factory-installed wiring.
    g. Printed performance curves.
    h. Operational range diagrams.
    i. Mill reports.
    j. Standard product operation and maintenance manuals.
    k. Compliance with recognized trade association standards.
    l. Compliance with recognized testing agency standards.
    m. Application of testing agency labels and seals.
    n. Notation of coordination requirements.

B. Shop Drawings: Original drawings, prepared by Contractor illustrating some portion of Project-specific information showing fabrication, layout, setting or erection details.

1. Preparation: Include the following information, as applicable:

    a. Dimensions.
    b. Fabrication and installation drawings.
    c. Roughing-in and setting diagrams.
    d. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
    e. Shop work manufacturing instructions.
    f. Schedules.
    g. Compliance with specified standards.
    h. Notation of coordination requirements.
    i. Notation of dimensions established by field measurement.

2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.

C. Samples: Prepare physical units of materials or products to illustrate equipment or workmanship establishing standards by which completed work is judged and including the following:

1. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

2. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

3. Preparation: Mount, display or package Samples in manner specified to facilitate review of qualities indicated.

    a. Office samples to be of sufficient size and quantity to clearly illustrate.

        i. Functional characteristics of product or material, with related parts and method of attachment.

        ii. Full range of color samples.

4. Submit Samples for review of kind, color, patter, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final submittal and actual component as delivered and installed.

5. Number of Samples for Initial Selection: Submit 2 full sets of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line.

D. Material Safety Data Sheets (MSDSs): Submit information directly to Contractor.

PART- 3 EXECUTION (NOT USED)

END OF SECTION 01 3300

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether it is clearly or explicitly shown.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.

2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.

3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

A. Experienced: When used with an entity or individual, "experienced," unless otherwise further described, means having successfully completed a minimum of [5] five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

B. Field Quality-Control Tests and Inspections: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, subcontractor, or sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.

1. Use of trade-specific terminology in referring to a Work result does not require that certain construction activities specified apply exclusively to specific trade(s).

D. Mockups: Physical assemblies of portions of the Work constructed to establish the standard by which the Work will be judged. Mockups are not Samples.

1. Mockups are used for one or more of the following:

    a. Verify selections made under Sample submittals.
    b. Demonstrate aesthetic effects.
    c. Demonstrate the qualities of products and workmanship.
    d. Demonstrate successful installation of interfaces between components and systems.
    e. Perform preconstruction testing to determine system performance.

2. Product Mockups: Mockups that may include multiple products, materials, or systems specified in a single Section.

3. In-Place Mockups: Mockups constructed on-site in their actual final location as part of permanent construction.

E. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria. Unless otherwise indicated, copies of reports of tests or inspections performed for other than the Project do not meet this definition.

F. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

G. Source Quality-Control Tests and Inspections: Tests and inspections that are performed at the source (e.g., plant, mill, factory, or shop).

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. The term "testing laboratory" has the same meaning as the term "testing agency."

I. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work, to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

J. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work, to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Contractor's quality-control services do not include contract administration activities performed by Architect or Construction Manager.

1.4 DELEGATED DESIGN SERVICES

A. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

B. Delegated Design Services Statement: Submit a statement signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

1.5 CONFLICTING REQUIREMENTS

A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements is specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, inform the Architect regarding the conflict and obtain clarification prior to proceeding with the Work. Refer conflicting requirements that are different, but apparently equal, to Architect for clarification before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified is the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.6 ACTION SUBMITTALS

A. Mockup Shop Drawings:

1. Include plans, sections, elevations, and details, indicating materials and size of mockup construction.
2. Indicate manufacturer and model number of individual components.
3. Provide axonometric drawings for conditions difficult to illustrate in two dimensions.

1.7 INFORMATIONAL SUBMITTALS

A. Contractor's Quality-Control Plan: For quality-assurance and quality-control activities and responsibilities.

B. Qualification Data: For Contractor's quality-control personnel.

C. Contractor's Statement of Responsibility: When required by authorities having jurisdiction, submit copy of written statement of responsibility submitted to authorities having jurisdiction before starting work on the following systems:

1. Seismic-force-resisting system, designated seismic system, or component listed in the Statement of Special Inspections.
2. Primary wind-force-resisting system or a wind-resisting component listed in the Statement of Special Inspections.

D. Testing Agency Qualifications: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

E. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Entity responsible for performing tests and inspections.
3. Description of test and inspection.
4. Identification of applicable standards.
5. Identification of test and inspection methods.
6. Number of tests and inspections required.
7. Time schedule or time span for tests and inspections.

8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

F. Reports: Prepare and submit certified written reports and documents as specified.

G. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.8 CONTRACTOR'S QUALITY-CONTROL PLAN

A. Quality-Control Plan, General: Submit quality-control plan within [10] ten days of Notice of Award, and not less than [5] five days prior to preconstruction conference. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities and to coordinate Owner's quality-assurance and quality-control activities. Coordinate with Contractor's Construction Schedule.

B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.

1. Project quality-control manager may also serve as Project superintendent.

C. Submittal Procedure: Describe procedures for ensuring compliance with requirements through review and management of submittal process. Indicate qualifications of personnel responsible for submittal review.

D. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:

1. Contractor-performed tests and inspections, including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections. Distinguish source quality-control tests and inspections from field quality-control tests and inspections.

2. Special inspections required by authorities having jurisdiction and indicated on the Statement of Special Inspections.

3. Owner-performed tests and inspections indicated in the Contract Documents.

E. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring the Work into compliance with standards of workmanship established by Contract requirements and approved mockups.

F. Monitoring and Documentation: Maintain testing and inspection reports, including log of approved and rejected results. Include Work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming Work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.9 REPORTS AND DOCUMENTS

A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, telephone number, and email address of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample-taking and testing and inspection.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

B. Manufacturer's Technical Representative's Field Reports: Prepare written information documenting manufacturer's technical representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of technical representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement of whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

C. Factory-Authorized Service Representative's Reports: Prepare written information documenting manufacturer's factory-authorized service representative's tests and inspections specified in other Sections. Include the following:

1. Name, address, telephone number, and email address of factory-authorized service representative making report.

2. Statement that equipment complies with requirements.
3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
4. Statement of whether conditions, products, and installation will affect warranty.
5. Other required items indicated in individual Specification Sections.

1.10 QUALITY ASSURANCE

A. Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.

C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construc

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product

F. Specialists: Certain Specification Sections require that specific construction activities be performed by entities who are recognized experts in those operations. Specialists will satisfy qualification requirements indicated and engage in the activities indicated.

1. Requirements of authorities having jurisdiction supersede requirements for specialists.

G. Testing and Inspecting Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspection indicated, as documented in accordance with ASTM E329, and with additional qualifications specified in individual Sections; and, where required by authorities having jurisdiction, that is acceptable to authorities.

H. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect, demonstrate, repair, and perform service on installations of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

J. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following Contractor's responsibilities, including the following:

1. Provide test specimens representative of proposed products and construction.
2. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
3. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
4. Build site-assembled test assemblies and mockups, using installers who will perform same tasks for Project.
5. When testing is complete, remove test specimens and test assemblies, mockups; do not reuse products on Project.
6. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, through Construction Manager, with copy to Contractor. Interpret tests and inspections, and state in each report whether tested and inspected Work complies with or deviates from the Contract Documents.

K. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups of size indicated.
2. Build mockups in location indicated or, if not indicated, as directed by Architect or Construction Manager.
3. Notify Architect and Construction Manager [7] seven days in advance of dates and times when mockups will be constructed.
4. Employ supervisory personnel who will oversee mockup construction. Employ workers who will be employed to perform same tasks during the construction at Project.
5. Demonstrate the proposed range of aesthetic effects and workmanship.
6. Obtain Architect's and Construction Manager's approval of mockups before starting corresponding Work, fabrication, or construction.
    a. Allow [7] seven days for initial review and each re-review of each mockup.
7. Promptly correct unsatisfactory conditions noted by Architect's preliminary review, to the satisfaction of the Architect, before completion of final mockup.
8. Approval of mockups by the Architect does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
9. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

C. Specialty Mockups: See Section 014339 "Mockups" for additional construction requirements for integrated exterior mockups and room mockups.

1.11 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspection they are engaged to perform.

2. Payment for these services will be made from testing and inspection allowances specified in Section 012100 "Allowances," as authorized by Change Orders.

3. Costs for retesting and reinspecting construction that replaces or is necessitated by Work that failed to comply with the Contract Documents will be charged to Contractor.

B. Contractor Responsibilities: Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.

1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

2. Engage a qualified testing agency to perform quality-control services.

    a. Contractor will not employ same entity engaged by Owner, unless agreed to in writing by Owner.

3. Notify testing agencies at least [24] twenty-four hours in advance of time when Work that requires testing or inspection will be performed.

4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.

5. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

D. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures."

E. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.

F. Contractor's Associated Requirements and Services: Cooperate with agencies and representatives performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspection. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspection equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents as a component of Contractor's quality-control plan. Coordinate and submit concurrently with Contractor's Construction Schedule. Update and submit with each Application for Payment.

1. Schedule Contents: Include tests, inspections, and quality-control services, including Contractor- and Owner-retained services, commissioning activities, and other Project-required services paid for by other entities.
2. Distribution: Distribute schedule to Owner, Architect, Construction Manager**,** testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.12 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, as indicated in the Statement of Special Inspections attached to this Section, and as follows:

1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Architect, Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Architect, through Construction Manager, with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

5. Interpreting tests and inspections and stating in each report whether tested and inspected Work complies with or deviates from the Contract Documents.

6. Retesting and reinspecting corrected Work.

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION

3.1 TEST AND INSPECTION LOG

A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.

2. Description of the Work tested or inspected.

3. Date test or inspection results were transmitted to Architect.

4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Construction Manager's and authorities' having jurisdiction reference during normal working hours.

1. Submit log at Project closeout as part of Project Record Documents.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspection, sample-taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching in Section 017300 "Execution."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 01 4000

STATEMENT OF SPECIAL INSPECTIONS

Project:

Location:

Owner:

Design Professional in Responsible Charge:

This *Statement of Special Inspections* is submitted as a condition for permit issuance in accordance with the Special Inspection and Structural Testing requirements of the Building Code. It includes a schedule of Special Inspection services applicable to this project as well as the name of the Special Inspection Coordinator and the identity of other approved agencies to be retained for conducting these inspections and tests. This *Statement of Special Inspections* encompass the following disciplines:

☐ Structural ☐ Mechanical/Electrical/Plumbing

☐ Architectural ☐ Other: _____

The Special Inspection Coordinator shall keep records of all inspections and shall furnish inspection reports to the Building Official and the Registered Design Professional in Responsible Charge. Discovered discrepancies shall be brought to the immediate attention of the Contractor for correction. If such discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and the Registered Design Professional in Responsible Charge. The Special Inspection program does not relieve the Contractor of his or her responsibilities.

Interim reports shall be submitted to the Building Official and the Registered Design Professional in Responsible Charge.

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

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

Interim Report Frequency: or ☐ per attached schedule.

Prepared by:

_____
(type or print name)

_____
Signature Date

Design Professional Seal

Owner's Authorization:

_____
Signature Date

Building Official's Acceptance:

_____
Signature Date

Schedule of Inspection and Testing Agencies

This Statement of Special Inspections / Quality Assurance Plan includes the following building systems:

- ☐ Soils and Foundations
- ☐ Cast-in-Place Concrete
- ☐ Precast Concrete
- ☐ Masonry
- ☐ Structural Steel
- ☐ Cold-Formed Steel Framing
- ☐ Spray Fire Resistant Material
- ☐ Wood Construction
- ☐ Exterior Insulation and Finish System
- ☐ Mechanical & Electrical Systems
- ☐ Architectural Systems
- ☐ Special Cases

Special Inspection Agencies	Firm	Address, Telephone, e-mail
1. **Special Inspection Coordinator**		
2. Inspector		
3. Inspector		
4. Testing Agency		
5. Testing Agency		
6. Other		

Note: The inspectors and testing agencies shall be engaged by the Owner or the Owner's Agent, and not by the Contractor or Subcontractor whose work is to be inspected or tested. Any conflict of interest must be disclosed to the Building Official, prior to commencing work.

Quality Assurance Plan

Quality Assurance for Seismic Resistance

Seismic Design Category

Quality Assurance Plan Required (Y/N)

Description of seismic force resisting system and designated seismic systems:

Quality Assurance for Wind Requirements

Basic Wind Speed (3 second gust)

Wind Exposure Category

Quality Assurance Plan Required (Y/N)

Description of wind force resisting system and designated wind resisting components:

Statement of Responsibility

Each contractor responsible for the construction or fabrication of a system or component designated above must submit a Statement of Responsibility.

Qualifications of Inspectors and Testing Technicians

The qualifications of all personnel performing Special Inspection and testing activities are subject to the approval of the Building Official. The credentials of all Inspectors and testing technicians shall be provided if requested.

Key for Minimum Qualifications of Inspection Agents:

When the Registered Design Professional in Responsible Charge deems it appropriate that the individual performing a stipulated test or inspection have a specific certification or license as indicated below, such designation shall appear below the *Agency Number* on the Schedule.

PE/SE Structural Engineer – a licensed SE or PE specializing in the design of building structures
PE/GE Geotechnical Engineer – a licensed PE specializing in soil mechanics and foundations
EIT Engineer-In-Training – a graduate engineer who has passed the Fundamentals of Engineering examination

American Concrete Institute (ACI) Certification

ACI-CFTT Concrete Field Testing Technician – Grade 1
ACI-CCI Concrete Construction Inspector
ACI-LTT Laboratory Testing Technician – Grade 1&2
ACI-STT Strength Testing Technician

American Welding Society (AWS) Certification

AWS-CWI Certified Welding Inspector
AWS/AISC-SSI Certified Structural Steel Inspector

American Society of Non-Destructive Testing (ASNT) Certification

ASNT Non-Destructive Testing Technician – Level II or III.

International Code Council (ICC) Certification

ICC-SMSI Structural Masonry Special Inspector
ICC-SWSI Structural Steel and Welding Special Inspector
ICC-SFSI Spray-Applied Fireproofing Special Inspector
ICC-PCSI Prestressed Concrete Special Inspector
ICC-RCSI Reinforced Concrete Special Inspector

National Institute for Certification in Engineering Technologies (NICET)

NICET-CT Concrete Technician – Levels I, II, III & IV
NICET-ST Soils Technician - Levels I, II, III & IV
NICET-GET Geotechnical Engineering Technician - Levels I, II, III & IV

Exterior Design Institute (EDI) Certification

EDI-EIFS EIFS Third Party Inspector

Other

Soils and Foundations

Item	Agency # (Qualif.)	Scope
1. Shallow Foundations	*PE/GE*	*Inspect soils below footings for adequate bearing capacity and consistency with geotechnical report.* *Inspect removal of unsuitable material and preparation of subgrade prior to placement of controlled fill*
2. Controlled Structural Fill	*PE/GE*	*Perform sieve tests (ASTM D422 & D1140) and modified Proctor tests (ASTM D1557) of each source of fill material.* *Inspect placement, lift thickness and compaction of controlled fill.* *Test density of each lift of fill by nuclear methods (ASTM D2922)* *Verify extent and slope of fill placement.*
3. Deep Foundations	*PE/GE*	*Inspect and log pile driving operations. Record pile driving resistance and verify compliance with driving criteria.* *Inspect piles for damage from driving and plumbness.* *Verify pile size, length and accessories.* *Inspect installation of drilled pier foundations. Verify pier diameter, bell diameter, lengths, embedment into bedrock and suitability of end bearing strata.*
4. Load Testing		
4. Other:		

Cast-in-Place Concrete

Item	Agency # (Qualif.)	Scope
1. Mix Design	*ACI-CCI ICC-RCSI*	*Review concrete batch tickets and verify compliance with approved mix design. Verify that water added at the site does not exceed that allowed by the mix design.*
2. Material Certification		
3. Reinforcement Installation	*ACI-CCI ICC-RCSI*	*Inspect size, spacing, cover, positioning and grade of reinforcing steel. Verify that reinforcing bars are free of form oil or other deleterious materials. Inspect bar laps and mechanical splices. Verify that bars are adequately tied and supported on chairs or bolsters*
4. Post-Tensioning Operations	*ICC-PCSI*	*Inspect placement, stressing, grouting and protection of post-tensioning tendons. Verify that tendons are correctly positioned, supported, tied and wrapped. Record tendon elongations.*
5. Welding of Reinforcing	*AWS-CWI*	*Visually inspect all reinforcing steel welds. Verify weldability of reinforcing steel. Inspect preheating of steel when required.*
6. Anchor Rods		*Inspect size, positioning and embedment of anchor rods. Inspect concrete placement and consolidation around anchors.*
7. Concrete Placement	*ACI-CCI ICC-RCSI*	*Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated.*
8. Sampling and Testing of Concrete	*ACI-CFTT ACI-STT*	*Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064).*
9. Curing and Protection	*ACI-CCI ICC-RCSI*	*Inspect curing, cold weather protection and hot weather protection procedures.*
10. Other:		

Precast Concrete

Item	Agency # (Qualif.)	Scope
1. Plant Certification / Quality Control Procedures ☐ Fabricator Exempt	*ACI-CCI* *ICC-RCSI*	*Review plant operations and quality control procedures.*
2. Mix Design	*ACI-CCI* *ICC-RCSI*	*Inspect concrete batching operations and verify compliance with approved mix design*
3. Material Certification		
4. Reinforcement Installation	*ACI-CCI* *ICC-RCSI*	*Inspect size, spacing, position and grade of reinforcing steel. Verify that reinforcing bars are free of form oil or other deleterious materials.*
5. Prestress Operations	*ICC-PCSI*	*Inspect placement, stressing, grouting and protection of prestressing tendons*
6. Connections / Embedded Items		
7. Formwork Geometry		
8. Concrete Placement	*ACI-CCI* *ICC-RCSI*	*Inspect placement of concrete. Verify that concrete conveyance and depositing avoids segregation or contamination. Verify that concrete is properly consolidated .*
9. Sampling and Testing of Concrete	*ACI-CFTT* *ACI-STT*	*Test concrete compressive strength (ASTM C31 & C39), slump (ASTM C143), air-content (ASTM C231 or C173) and temperature (ASTM C1064).*
10. Curing and Protection	*ACI-CCI* *ICC-RCSI*	*Inspect curing, cold weather protection and hot weather protection procedures.*
11. Erected Precast Elements	*PE/SE*	*Inspect erection of precast concrete including member configuration, connections, welding and grouting.*
12. Other:		

Masonry

Required Inspection Level: ☐ **1** ☐ **2**

Item	Agency # (Qualif.)	Scope
1. Material Certification		
2. Mixing of Mortar and Grout	*ICC-SMSI*	*Inspect proportioning, mixing and retempering of mortar and grout.*
3. Installation of Masonry	*ICC-SMSI*	*Inspect size, layout, bonding and placement of masonry units.*
4. Mortar Joints	*ICC-SMSI*	*Inspect construction of mortar joints including tooling and filling of head joints.*
5. Reinforcement Installation	*ICC-SMSI* *AWS-CWI*	*Inspect placement, positioning and lapping of reinforcing steel.* *Inspect welding of reinforcing steel.*
6. Prestressed Masonry	*ICC-SMSI*	*Inspect placement, anchorage and stressing of prestressing bars.*
7. Grouting Operations	*ICC-SMSI*	*Inspect placement and consolidation of grout. Inspect masonry clean-outs for high-lift grouting.*
7. Weather Protection	*ICC-SMSI*	*Inspect cold weather protection and hot weather protection procedures. Verify that wall cavities are protected against precipitation.*
9. Evaluation of Masonry Strength	*ICC-SMSI*	*Test compressive strength of mortar and grout cube samples (ASTM C780).* *Test compressive strength of masonry prisms (ASTM C1314).*
10. Anchors and Ties	*ICC-SMSI*	*Inspect size, location, spacing and embedment of dowels, anchors and ties.*
11. Other:		

Structural Steel

Item	Agency # (Qualif.)	Scope
1. Fabricator Certification/ Quality Control Procedures ☐ Fabricator Exempt	*AWS/AISC-SSI ICC-SWSI*	*Review shop fabrication and quality control procedures.*
2. Material Certification	*AWS/AISC-SSI ICC-SWSI*	*Review certified mill test reports and identification markings on wide-flange shapes, high-strength bolts, nuts and welding electrodes*
3. Open Web Steel Joists		*Inspect installation, field welding and bridging of joists.*
4. Bolting	*AWS/AISC-SSI ICC-SWSI*	*Inspect installation and tightening of high-strength bolts. Verify that splines have separated from tension control bolts. Verify proper tightening sequence. Continuous inspection of bolts in slip-critical connections.*
5. Welding	*AWS-CWI* *ASNT*	*Visually inspect all welds. Inspect pre-heat, post-heat and surface preparation between passes. Verify size and length of fillet welds.* *Ultrasonic testing of all full-penetration welds.*
6. Shear Connectors	*AWS/AISC-SSI ICC-SWSI*	*Inspect size, number, positioning and welding of shear connectors. Inspect suds for full 360 degree flash. Ring test all shear connectors with a 3 lb hammer. Bend test all questionable studs to 15 degrees.*
7. Structural Details	*PE/SE*	*Inspect steel frame for compliance with structural drawings, including bracing, member configuration and connection details.*
8. Metal Deck	*AWS-CWI*	*Inspect welding and side-lap fastening of metal roof and floor deck.*
9. Other:		

Cold-Formed Steel Framing

Item	Agency # (Qualif.)	Scope
1. Member Sizes		
2. Material Thickness		
3. Material Properties		
4. Mechanical Connections		
5. Welding		
6. Framing Details		
7.		
8.		
9. Other:		

Spray-Applied Fire Resistant Material

Item	Agency # (Qualif.)	Scope
1. Material Specifications		
2. Laboratory Tested Fire Resistance Design	*ICC-SFSI*	*Review UL fire resistive design for each rated beam, column, or assembly.*
3. Schedule of Thickness	*ICC-SFSI*	*Review approved thickness schedule.*
4. Surface Preparation	*ICC-SFSI*	*Inspect surface preparation of steel prior to application of fireproofing*
5. Application	*ICC-SFSI*	*Inspect application of fireproofing.*
6. Curing and Ambient Condition	*ICC-SFSI*	*Verify ambient air temperature and ventilation is suitable for application and curing of fireproofing.*
7. Thickness	*ICC-SFSI*	*Test thickness of fireproofing (ASTM E605). Perform a set of thickness measurements for every 1,000 SF of floor and roof assemblies and on not less than 25% of rated beams and columns.*
8. Density	*ICC-SFSI*	*Test the density of fireproofing material (ASTM E605).*
9. Bond Strength	*ICC-SFSI*	*Test the cohesive/adhesive bond strength of fireproofing ASTM E736). Perform not less than one test for each 10,000 SF.*
10. Other:		

Wood Construction

Item	Agency # (Qualif.)	Scope
1. Fabricator Certification/ Quality Control Procedures ☐ Fabricator Exempt		*Inspect shop fabrication and quality control procedures for wood truss plant.*
2. Material Grading		
3. Connections		
4. Framing and Details		
5. Diaphragms and Shearwalls		*Inspect size, configuration, blocking and fastening of shearwalls and diaphragms. Verify panel grade and thickness.*
6.		*Inspect the fabrication of wood trusses.*
7.		
8. Other:		

Exterior Insulation & Finish Systems (EIFS)

Item	Agency # (Qualif.)	Scope
1. Material Submittals		
2. Condition of Substrate		
3. Application of Foam Plastic Board		
4. Application of Coatings		
5. Application of Mesh		
6. Ambient Condition and Curing		
7. Flashing and Joint Details		
8. Sealants/Caulks		
9. Other:		

Mechanical & Electrical Systems

Item	Agency # (Qualif.)	Scope
1. Smoke Control		
2. Mechanical, HVAC & Piping		
3. Electrical System		
4. Other:		

Architectural Systems

Item	Agency # (Qualif.)	Scope
1. Wall Panels & Veneers		
2. Suspended Ceilings		
3. Access Floors		
4. Other:		

Special Cases

Item	Agency # (Qualif.)	Scope

Instructions – Preparation of the Statement of Special Inspections

1. Who Prepares the Form:

   The program of inspection and testing for a project should be prepared by the Registered Design Professional (RDP) that is in responsible charge of the building system requiring inspections and testing. The Structural Engineer of Record (SER) should prepare the sections required for the structural elements such as foundations, concrete, structural steel, etc. The Architect and MEP Engineer of Record should prepare the corresponding sections of the SSI for the building systems that they are responsible for. For further explanation, please refer to the "Guide to Special Inspections and Quality Assurance".

2. The Front Page:

   2-1 At the top of the page indicate the project name and location as they appear on the Contract Documents, provide the Owner's name (individual, private company, municipality, government agency, etc.), and indicate the Design Professional In Responsible Charge. This should be the RDP in responsible charge of the building systems for which this Statement of Special Inspections is being prepared. See explanation in item 1 above.

   2-2. Next, read the first paragraph and check the box below indicating the discipline(s) that this SSI will encompass (Structural, Architectural, Mechanical/Electrical/Plumbing, or Other).

   2-3. After reading the remaining paragraphs, the RDP must indicate the frequency of "Interim Reports" required from the Special Inspection Coordinator for the project. This can be indicated directly on the page, i.e. "weekly", or the adjacent box can be checked to attach a more specific schedule.

   2-4. Near the bottom of the page, the RDP must print, sign, and date the form, and stamp the form with their professional seal in the box provided.

   2-5. The Owner or Owner's agent must sign and date the front page after the SSI has been completed by the RDP.

   2-6. The Building Official must sign and date the form upon acceptance.

3. Page 2 – Schedule of Inspection and Testing Agencies:

   3-1. The top of the page lists all of the categories of building systems with a box next to each. The RDP must check the boxes for <u>only</u> the building systems that are going to be covered in this SSI. A completed inspection program page must be attached for each building system that is checked off. (See instruction #5 below.)

   3-2. The chart below is where the members of the Special Inspection Program are listed. Their names, addresses, telephone numbers, and emails should be filled out in the appropriate boxes. If the Inspectors and Testing Agencies have not been determined yet, the RDP can fill in the boxes with "To Be Determined".

4. Page 3 – Quality Assurance Plan:

   4-1. The RDP must review sections 1705 and 1706 in Chapter 17 of the IBC to determine if the project requires a Quality Assurance Plan for the seismic force and wind force resisting systems and components.

   4-2. The RDP must indicate whether or not a Quality Assurance Plan is required by filling in the information requested on the page. It is only necessary to provide descriptions of the seismic and wind force resisting systems if it is determined that a Quality Assurance Plan is required.

5. Inspection Program Pages For Each Building System:

   5-1. There is a page attached for each building system where the RDP identifies the inspection requirements of each system. Fill out the pages for only the building systems included in this SSI. Do not include blank pages for building systems not covered under this SSI.

   5-2. Indicate the inspection or testing firm (Agency #) that will perform each inspection task. The Agency # is the number listed next to the Inspector or Testing Laboratory on the chart on page 2 of the SSI.

   5-3. Indicate the required qualifications of the Inspector for each inspection. A list of qualifications of Inspectors and testing technicians is provided on page 4 of the SSI for reference. The RDP may require additional qualifications beyond the ones listed if they feel it is appropriate. Suggested qualifications have been included for consideration. The RDP must determine what qualifications are appropriate for the particular project and confirm that the selected agency employs individuals with the specified qualifications.

   5-4. The scope of each inspection must be filled in by the RDP. The editable text provided in italics reflects the code mandated minimum inspection requirements designated in section 1704 of IBC Chapter 17. The editable text does not include the inspections requirements for seismic and wind resisting systems listed in sections 1705 through 1708. The RDP must determine if the project falls under the requirements of sections 1705 to 1708 and add the required inspections to the building systems. The final scope of the inspections required for the project must be determined by the RDP.

   5-5. Descriptions of all inspections must include the required frequency of each inspection or test.

PART- 1 GENERAL

1.1 SCOPE OF WORK

A. To enable the Owner to compare and total cost where alternate materials and methods might be used, alternates have been established as described on the drawings and in this Section of these Specifications.

B. If the Owner elects to proceed on the basis of the described alternate, make all modification to the work required in furnishing and installing the selected alternative no additional cost to the Owner other than as proposed on the Bid Form.

1.2 COMPLIANCE

A. Comply with applicable regulatory requirements and various codes referenced in these specifications. Where conflicts exist between local, State, and/or Federal regulatory requirements, codes, or these specifications advise the Director's Representative. The Director's Representative will assist in resolving the conflicts to the satisfaction of the regulatory agencies prior to commencing the Work.

1.3 CODES

A. All Work shall comply with OSHA (site specific safety plans are required on all projects), the New York State Uniform Fire Prevention and Building Code (the "Uniform Code"), which includes the current editions (see Subparagraph 1.a below) of Part 1220 (Residential Code), Part 1221 (Building Code), Part 1222 (Plumbing Code), Part 1223 (Mechanical Code), Part 1224 (Fuel Gas Code), Part 1225 (Fire Code), Part 1226 (Property Maintenance Code), Part 1227 (Existing Building Code). And Part 1240 (New York State Energy Conservation Construction Code: see Subparagraph 1.b below) and their referenced standards.

1. The contractor shall be aware of, and comply with, contractor requirements identified in the above referenced codes and standards; for example, but not limited to: OSHA (Occupational Safety and Health Administration) – Building Code of New York State - Chapter 33 Safeguards During Construction, Existing Building Code of New York State - Chapter 15 Construction Safeguards, Fire Code of New York State – Chapter 33 Fire Safety During Construction and Demolition, Fire Code of New York State – Chapter 35 Welding and Other Hot Work (which governs safety during construction).

    a. The Uniform Code shall consist of the listed codes of the 2015 International Codes and the New York State 2017 Uniform Code Supplement, as documented by the New York State Department of State.

    b. The New York State Energy Conservation Construction Code shall consist of the 2015 International Energy Conservation Code and the New York State 2016 Supplement to the New York State Energy Conservation Construction Code (REVISED JULY 2017), as documented by the New York State Department of State.

B. Electrical Work: Conform to the requirements of the National Electrical Code (NEC), as referenced in the Building Code of New York State, unless otherwise shown or specified. The Director will be the sole judge of the interpretation of these rules and requirements.

C. Elevator Work; conform to:

1. Safety Code for Elevators and Escalators, ASME A17.1, as referenced in the Building Code of New York State, or more recent publication currently referenced and accepted by the NYS Building Code.

1.4 STATE REQUIRED PERMITS AND INSPECTIONS

A. Obtain a New York Board of Fire Underwriters inspection and certificate.

B. The Contractor or subcontractor performing site work which disturbs the site shall submit an executed and completed Contractor Certification Statement to the Director's Representative prior to the commencement of work. This required document is found in the Appendix. The failure to execute this required document may result in the Contract being considered for Termination for Cause under the provisions of Article 13 of the General Conditions.

1.5 LISTINGS

A. Equipment and materials for which Underwriters' Laboratories, Inc. (UL) provides product listing service, shall be listed and bear the listing mark.

1. Alternately, any product listed and bearing the mark from one of the other Nationally Recognized Testing Laboratories (NRTL – as recognized by OSHA) shall be an acceptable alternative to being UL listed and marked, if the listed product has been tested to the applicable standard.

1.6 FIRE RESISTANT CONSTRUCTION MATERIALS AND ASSEMBLIES

A. Conform to the fire rating classifications based upon the test methods and acceptance criteria in the Standard, Fire Tests of Building Construction and Materials for which Underwriters' Laboratories, Inc. (UL) provides listings.

1. Materials and assemblies shall comply with the acceptance criteria, detailed description of the assembly, its performance in the fire test and other pertinent details such as specification of materials, Classification coverage, and alternate assembly details.

2. Alternatively, fire resistance rating classifications by other issuing organizations listed in the New York State Uniform Fire Prevention and Building Code are acceptable.

1.7 UTILITIES

A. Underground Utilities:

1. Locate existing underground utilities prior to commencing excavation work. Conform to all requirements of NYCRR 16 Part 753, including the following:

a. Notify Dig Safely New York at least 48 hours in advance not counting the date of contact.

i. Statewide: 800-962-7962.

ii. Website: www.digsafelynewyork.com

b. Refer to Section 023313 Underground Utility Locator Service of the Project Manual to locate all utilities on facility and/or private property.

c. Determine exact utility locations by hand excavated test pits. Contractor will be responsible for the proper support and protection of all utilities to remain in service.

B. Coordination with Electric Utility Company:

1. Comply with utility company requirements for new or modified electric service. If a meter is required to complete the Work, arrange installation with utility company.

2. Comply with the utility company requirements for the incoming electric service. Pay the utility company's charges in connection with the installation of the incoming service.

C. Coordination with Gas Utility Company:

1. Comply with utility company's requirements for new or modified gas service. If a meter is required to complete the Work, arrange installation with the utility's Energy Services Department.

2. Comply with the gas utility company requirements including inspection for the incoming gas service. Pay the utility company's charges in connection with the installation and inspection of the incoming service.

D. Coordination with Telecommunications Organization:

1. Contact the onsite telecommunications coordinator at the facility and arrange for the removal and relocation of existing telephone/telecommunication equipment.

E. Utility Work Within State Highway Right-Of-Way:

1. Utility Work, either overhead or underground, within the boundaries of the state highway right-of-way, shall conform to procedures set forth in the following Department of Transportation publications:

a. "Department Rules and Regulations Governing the Accommodation of Utilities Within State Highway Right-of-Way" (Part 131 - Title 17 Transportation).

b. Manual of Administrative Procedures - "Issuance of Highway Work Permits" 7.12-2.

1.8 FIRE ALARM AND SECURITY WORK

A. Work to install, modify, repair, or service Fire Alarm Systems and/or Security Systems shall be performed in accordance with the requirements of Article 6-D (Business of installing Security or Fire Alarm System) of the New York State General Business Law.

1. Fire Alarm Work: New York State Fire Alarm License is required for installation.

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION (NOT USED)

END OF SECTION 01 4100

PART- 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary sanitary facilities.

B. Temporary Controls: Barriers, enclosures, and fencing.

C. Security requirements.

D. Waste removal facilities and services.

E. Project identification sign.

F. Field offices.

G. Construction trailers.

1.2 RELATED REQUIREMENTS

A. Section 01 5100 - Temporary Utilities.

B. Section 01 5500 - Vehicular Access and Parking.

1.3 REFERENCE STANDARDS

A. ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials; 2015a.

B. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements; 2009.

1.4 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures. Provide at time of project mobilization.

B. NUMBER OF EMPLOYEES MINIMUM NUMBER OF FACILITIES

C. 20 or less1 toilet

D. 20 or more1 toilet and 1 urinal per 40 employees

E. 200 or more1 toilet and 1 urinal per 50 employees

F. Maintain daily in clean and sanitary condition.

1.5 BARRIERS

A. Provide barriers to prevent unauthorized entry to construction areas, to prevent access to areas that could be hazardous to workers or the public, to allow for owner's use of site and to protect existing facilities and adjacent properties from damage from construction operations and demolition.

B. Provide barricades and covered walkways required by governing authorities for public rights-of-way and for public access to existing building.

C. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

D. Provide temporary dust barriers to prevent the spread of dust from the work areas. Construct the dust barriers of wood framing sheathed with 6 mil polyethylene film. Secure the dust barriers in place without damaging existing construction.

E. Scaffolding, Hoist, and Equipment Barriers: Provide temporary fence enclosures as required to prevent unauthorized persons from coming in contact with ground supported scaffolding, hoists, and equipment.

F. All materials for use in this project shall be stored in a safe and secure manner and location, either within a lockable construction trailer, lockable containers, or within a lockable chain link fenced area.

1.6 FENCING

A. Construction: Commercial grade chain link fence.

B. Provide 6 foot high fence around construction site; equip with vehicular and pedestrian gates with locks. Provide and maintain full height screening on all temporary construction fencing.

1.7 INTERIOR ENCLOSURES

A. Provide temporary partitions and ceilings as indicated or as required, to separate work areas from Owner-occupied areas, to prevent penetration of dust and moisture into Owner-occupied areas, and to prevent damage to existing materials and equipment.

B. Construction: Framing and reinforced polyethylene sheet materials with closed joints and sealed edges at intersections with existing surfaces:

C. Provide other methods, such as negative pressure exhaust air to prevent the migration of construction dust to occupied areas.

1.8 PROTECTION OF WORK AND EXISTING PROPERTY

A. Protect installed Work and existing construction and finishes during performance of the Work.

B. Building is to remain watertight throughout construction through the use of permanent or temporary means.

C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.

D. Provide protective coverings at wall projections, jambs, sills, and soffits of openings.

E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, and movement of heavy objects by covering them with durable sheet materials.

F. Protect smoke detectors from airborne dust and debris.

1. At the beginning of each workday, provide protective coverings over smoke detectors in areas where airborne dust and debris will be generated by the Work.

2. At the end of the workday, clean the areas in which the smoke detectors are located by whatever means necessary to assure that airborne dust and debris will not contaminate the smoke detectors, then remove protective coverings.

3. Provide signs, instructions and alternate methods for reporting a fire during the periods that the smoke detectors are covered.

4. Notify the Owner's Representative and have procedures approved.

G. Prohibit traffic or storage upon waterproofed and roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.

H. Protect existing trees and plants during performance of the Work unless otherwise indicated. Box trees and plants within the grading limit lines. Do not deposit excavated materials or store building materials around trees or plants. Do not attach guy wires to trees.

I. Prohibit traffic from landscaped areas.

1.9 FIRE PREVENTION

A. Take precautions necessary to prevent fires.

B. Fuel for cutting and heating torches shall be gas only and shall be contained in Underwriters Laboratory approved containers.

C. Furnish and maintain a currently inspected 20-pound capacity multi-class A B C fire extinguisher in the immediate vicinity where welding tools or torches are in use.

D. Furnish and maintain a currently inspected fire extinguisher of the appropriate class and size whenever the temporary storage of materials changes that areas classification of fire load or life safety.

E. Do not use flammable liquids, other than those specified, within a building without written approval from the Director's Representative.

F. Tarpaulins shall be flameproof and shall be securely anchored when attached to scaffolding or when used to enclose any portion of a building.

G. Hot work permits are to be filled out as required for scopes of work that utilize torches or welders.

1.10 ACCESS ROADS

A. Routes of ingress and egress on the premises to the location of the Work shall coordinated with the logistics and phasing plan and as directed.

B. Keep designated access roads clear of dirt and debris resulting from the Work.

C. Provide means of removing mud from vehicle wheels before entering paved roads.

D. General Site, access roads, staging and work areas snow removal will be by the Prime Contractor. Snow removal in areas outside of the construction zone will be the responsibility of the Owner.

1.11 PARKING

A. Keep designated parking areas clear of dirt and debris resulting from the Work.

B. Remove ignition key from unattended vehicles and lock doors.

1.12 SECURITY

A. The Contractors are responsible for the security of their own equipment, materials and tools and project site.

1.13 WASTE REMOVAL

A. Provide waste removal facilities and services as required to maintain the site in clean and orderly condition.

B. Provide containers with lids. Remove trash from site periodically.

C. If materials are to be recycled or re-used on the project they must be stored on-site, provide suitable non-combustible containers; locate containers holding flammable material outside the structure unless otherwise approved by the authorities having jurisdiction.

D. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

E. Clean up and containerize the rubbish (refuse, debris, waste materials, and removed materials and equipment) resulting from the Work at the end of each workday and leave work areas broom clean, except where more stringent cleaning is specified. Locate containerized rubbish where directed.

F. Remove rubbish from property at least once a week and more often if the rubbish presents a hazard. Properly dispose of rubbish.

G. Burning of rubbish will not be permitted.

1.14 RELOCATION AND REMOVALS

A. Should a change in location of any construction facilities and temporary controls be necessary in order to progress the Work properly, remove and relocate such items as directed.

B. Remove the construction facilities and temporary controls when they are no longer required. Restore permanent facilities used for or connected to temporary facilities to their original condition or better.

1.15 PROJECT IDENTIFICATION

A. Project Identification and Temporary Signs: Contractor is to provide (2) 4' x 8' project identification signs. Install sign where directed by the Construction Manager to inform public and persons seeking entrance to the Project. Do not permit installation of unauthorized signs.

1. Engage an experienced signage vendor to apply graphics provided by the Owner and Construction Manager for the Project identification sign. Project Identification sign to be printed in color for text and graphics.

2. Graphics may include logos, as well as, a color graphic depiction of the subject project.

3. Text may include names, titles and addresses of all or some of the identified parties or individuals.

4. Prepare temporary signs as required to provide directional information to construction personnel and visitors.

5. Construct signs of exterior-type Grade B-B high-density concrete form overlay plywood in sizes and thicknesses indicated. Support on posts or framing of preservative-treated wood or steel.

6. No other signs are allowed without Owner permission except those required by law.

1.16 TEMPORARY FIELD OFFICES AND STORAGE SHEDS

A. The Prime Contractor shall provide a field office and is responsible for the coordination of additional trailers and storage with their subcontractors and the Construction Manager.

PART- 2 PRODUCTS

2.1 TEMPORARY FIELD OFFICES

A. General:

1. Portable or mobile buildings, or buildings constructed with floors raised above ground, securely fixed to foundations, with steps and landings at entrance doors.

2. Construction: Structurally sound, secure, weather tight enclosures for office and storage spaces. Maintain during progress of work; remove at completion of work or as directed by Owner's Representative.

3. Temperature transmission resistance of floors, walls and ceilings: Compatible with occupancy and storage requirements

4. Exterior materials: Weather resistant, finished in color acceptable to Owner.

5. Interior materials in offices: Sheet type materials for walls and ceilings, pre-finished or painted, resilient floors and bases.

6. Fire extinguishers: Appropriate type fire extinguisher at each office and each storage area. (minimum 2).

7. Interior Materials in storage shed: As required to provide specified conditions for storage of products.

PART- 3 EXECUTION

3.1 CONSTRUCTION TRAILERS

A. General:

1. The trailer will be located within the staging area in a location to be approved by the Construction Manager. A trailer must comply with tie down roll over protection. The trailer is to be identified by signage denoting the Contractor by name. No other site signage is permitted.

2. The Contractor is responsible for his own site trailer, its cleanliness and maintenance. The Owner, Owner's Representative, or Architect take no responsibility for maintenance and safety or security of any trailer or storage facility.

3. The Contractor is responsible for snow removal for that trailer if such removal is necessary.

4. Temporary Electric to the trailer will be coordinated, installed and paid for by the Contractor. Payment for such work will be the responsibility of the contractor.

B. Site Preparation

1. The Contractor shall fill and grade sites for temporary structures to provide drainage away from buildings in keeping with notes on the site plan.

C. Installation and Setup:

1. The Contractor shall install office spaces ready for occupancy 15 days after date fixed in Notice to Proceed.

2. Employee residential occupancy: Not allowed on Owner's property.

3. The Contractor will be responsible to set up, block, level and secure construction trailer. Provide steps and platforms at each entry location.

D. Maintenance and Cleaning:

1. Clean up and policing of the job area will be the responsibility of each prime contractor. Said clean-up will take place daily. If the Contractor does not clean and maintain their area and the area of general construction, the owner shall have the right to direct another Contractor to clean the area and back charge the offending contractor.

E. Removal:

1. At completion of work, each Contractor shall remove buildings, foundations, utility services, and debris. The Contractor shall restore areas as noted in the site section of the plans and specs or as outlined in this section.

3.2 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

A. Remove temporary utilities, equipment, facilities, materials, prior to Date of Substantial Completion inspection.

B. Remove underground installations to a minimum depth of 2 feet. Grade site as indicated. If not indicated, return grade to pre-construction condition. Coordinate with the Construction Manager.

C. Clean and repair damage caused by installation or use of temporary work.

D. Restore existing facilities used during construction to original condition.

E. Refer to Division 02 for surface restoration and repair requirements.

END OF SECTION 01 5000

PART- 1 GENERAL

1.1 CIRCULATION

A. The Prime Contractor shall maintain vehicular and pedestrian traffic safety throughout the construction project. The Prime Contractor shall furnish all equipment, materials and labor necessary to provide safe and uninterrupted pedestrian and vehicular circulation (as required) during the duration of the project, within the immediate and adjoining areas of the project limits as it pertains to the scope of work.

1.2 MATERIALS

A. Materials required for maintaining pedestrian and vehicular safety include but are not limited to construction fencing and supports, wooden barriers, warning signs and temporary asphalt.

1.3 TRENCHING

A. Any trenching or other work which interrupts the pedestrian or vehicular passages shall be temporarily bridged by a wood or steel platform with safety railings and must be constructed in a manner which will accommodate wheelchair use. All surfaces must be stable and have a non-slip texture.

1.4 CONTRACTOR REQUIREMENTS

A. It shall be the Prime Contractor's responsibility to establish and maintain safe pedestrian passage and to make any modifications to such routes as may be requested by the CM, Owner or AHJ, during the duration of this contract. Any temporary pedestrian or vehicular road closures must be approved by the CM prior to the permitting process. The Prime Contractor shall be responsible for any permitting required by the AHJ at no additional cost to the Owner.

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION (NOT USED)

END OF SECTION 01 5010

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether it is clearly or explicitly shown.

1.2 DEFINITIONS

A. General Explanation: A substantial amount of specification language constitutes definitions for terms found in other contract documents, including drawings which must be recognized as diagrammatic in nature and not completely descriptive of requirements indicated thereon. Certain terms used in contract documents are defined generally in this article. Definitions and explanations contained in this section are not necessarily complete, but are general for the work to the extent that they are not stated more explicitly in another element of the contract documents.

B. General Requirements: The provisions or requirements of Division-1 sections apply to entire work of Contract and, where so indicated, to other elements which are included in project.

C. Indicated: The term "Indicated" is a cross reference to details, notes or schedules on drawings, to other paragraphs or schedules in the specifications, and to similar means of recording requirements in contract documents. Where terms such as "shown", "note", "scheduled", and "specified" are used in lieu of "indicated", it is for the purpose of helping the reader locate cross-reference, and no limitation of location is intended except as specifically noted.

D. Directed, Requested, Etc.: Where not otherwise explained, terms such as "directed", "requested", "authorized", "selected", "approved", "required", "accepted", and "permitted" mean "directed by Architect", "requested by Architect", etc. However, no such implied meaning will be interpreted to extend Architect's responsibility into Contractor's area of construction supervision.

E. “Approve”: Where used in conjunction with the Architect’s or Engineer’s response to submittals, requests, applications, inquires, report and claims by the Contractor, the meaning of term “Approved” will be held to the limitations of the Architect’s responsibilities and duties as specified in the general and special conditions. In no case, will Approval by the Architect be interpreted as an assurance to the Contract that the requirements of the Contract Documents have been fulfilled.

F. Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to project site, ready for unloading, unpacking, assembly, installation, etc., as applicable in each instance.

G. Install: Except as otherwise defined in greater detail, the term "install" is used to describe operations at project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.

H. “Replace”: remove designated, damaged, rejected, defective, unacceptable, or non-conforming work from the project and providing new work meeting the requirements of the contract documents in place thereof.

I. The term “Specifications” and “Project Manuel” are interchangeable.

J. “Concealed”: where exposed in connection with insulation, painting of piping, conduits, ducts and accessories, shall mean that they are hidden from sight, as in trenches chases and shafts, furred paces, walls, slabs, or hung ceilings: also, where they are not hidden from sight in the following locations: in partly excavated spaces or crawl spaces, or in-service tunnels and used solely for repairs or maintenance.

K. “Exposed”: where used in connection with insulation, painting of piping. piping, conduit, ducts, accessories, shall mean that they are not “concealed” as defined herein above.

L. “Piping”: includes in addition to pipe, also fittings, valves, hangers, and other accessories that comprise the system.

M. “Testing Laboratory”: An independent entity engaged to perform specific inspections or tests of the work, either at the project site or elsewhere; and to report, and (if required) interpret the results of those inspections or tests.

N. “Project Site”: The space available to Contractor for the performance of the work, either exclusively or in conjunction with others performing other work as part of the project. The extent of the project site is noted on the drawings, and may, or may not be identical with the description of the land upon which the project is to be build.

O. “Typical”: The term “typical” is a cross reference to details, notes or schedules on the drawings or specifications which is shown in one location but is representative of similar work required in other locations.

P. “Not in Contract (NIC)”: Work to be performed by Owner or under separate contact.

Q. “Owners Representative”: Architect, or other person formally authorized by Owner to make decisions regarding the project.

R. Provide: Except as otherwise defined in greater detail, the term "provide" means furnish and install, complete and ready for intended use, as applicable in each instance.

S. Installer: The entity (person or firm) engaged by Contractor or its subcontractor or sub-subcontractor for performance of a particular unit of work at project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (Installers) be experts in operations they are engaged to perform.

T. Or Equal: The Architect shall be the sole determination of the equally of manufacturers.

U. Minimum Quality/Quantity: In every instance, quality level or quantity shown or specified is intended as minimum for the work to be performed or provided. Except as otherwise specifically indicated, actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with requirements, indicated numeric values are either minimums or maximums as noted or as appropriate for context of requirements. Refer instances of uncertainty to Architect for decision before proceeding.

V. Abbreviations: The language of specifications and other contract documents is of the abbreviated type in certain instances, and implies words and meanings which will be appropriately interpreted. Actual word abbreviations of a self-explanatory nature have been included in texts. Specific abbreviations have been established, principally for lengthy technical terminology and primarily in conjunction with coordination of specification requirements with notations on drawings and in schedules. These are frequently defined in the section at first instance of use. Trade association names and titles of general standards are frequently abbreviated. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the contract documents so indicates.

1.3 INDUSTRY STANDARDS

A. General Applicability of Standards: Applicable standards of the construction industry have the same force and effect (and are made a part of contract documents by reference) as if copied directly into contract documents, or as if published copies were bound herewith.

B. Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with standard in effect as of date of contract documents.

C. Copies of Standards: Provide where needed for proper performance of the work; obtain directly from publication sources.

D. Abbreviations and Names: The following acronyms or abbreviations as referenced in contract documents are defined to mean the associated names. Both names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up to date as of date of contract documents.

1. ACI American Concrete Institute
   Box 19150 Redford Stat.; Detroit, MI 48219; 313-532-2600

2. ADC Air Diffusion Council
   435 N. Michigan Ave.; Chicago, IL 60611; 312-527-5494

3. AGA American Gas Association
1515 Wilson Blvd.; Arlington, VA 22209; 703-841-8400

4. AIA American Institute of Architects
1735 New York Ave., NW; Washington, DC 20006; 202-626-7474

5. AISC American Institute of Steel Construction
400 N. Michigan Ave.; Chicago, IL 60611; 312-670-2400

6. AMCA Air Movement and Control Association
30 W. University Dr.; Arlington Heights, IL 60004; 312-394-0150

7. ANSI American National Standards Institute
1430 Broadway; New York, NY 10018; 212-354-3300

8. ARI Air Conditioning and Refrigeration Institute
1815 N. Fort Myer Dr.; Arlington, VA 22209; 703-524-8800

9. ASHRAE American Society of Heating, Refrigerating & Air Conditioning Engineers
1791 Tullie Circle NE; Atlanta, GA 30329; 404-636-8400

10. ASME American Society of Mechanical Engineers
345 E. 45th Street; New York, NY 10017; 212-744-7722

11. ASPE American Society of Plumbing Engineers
15233 Ventura Blvd.; Sherman Oaks, CA 91403; 213-783-4845

12. ASSE American Society of Sanitary Engineering
P.O. Box 9712; Bay Village, OH 44140; 216-835-3040

13. ASTM American Society for Testing and Materials
1916 Race St.; Philadelphia, PA 19103; 215-299-5400

14. AWI American Woodworking Institute
13924 Braddock Rd., Suite 100, Centreville, VA 22022; 703-222 -1100

15. AWS American Welding Society
550 LeJune Rd., Miami, FL 33135; 305-642-7090

16. AWWA American Water Works Association
6666 W. Quincy Ave.; Denver, CO 80235; 303-794-7711

17. CISPI Cast Iron Soil Pipe Institute
1499 Chain Bridge Rd.; McLean, VA 22101; 793-827-9177

18. CRSI Concrete Reinforcing Steel Institute
180 N. LaSalle St.; Chicago, IL 60601; 312-372-5059

19. CS Commercial Standard of NBS (U.S. Dept. of Commerce)

Government Printing Office, Washington, DC 20402

20. MCAA Mechanical Contractors Association of America
5530 Wisconsin Ave.; Washington, DC 20015; 202-654-7960

21. MSS Manufacturers' Standardization Society of the Valve and Fittings Industry
5203 Leesburg Pike; Falls Church, VA 22041; 702-998-7996

22. NEC National Electric Code

23. NECA National Electrical Contractors Association
7315 Wisconsin Ave.; Washington, DC 20037; 202-457-8400

24. NFPA National Fire Protection Association
470 Atlantic Ave.; Boston, NA 02210; 617-482-8755

25. NSF National Sanitation Foundation
3475 Plymouth Rd.; Ann Arbor, MI 48106; 313-587-2204

26. OSHA Occupational Safety Health Administration (US Dept. of Labor)
Government Printing Office; Washington, DC 20402

27. PDI Plumbing and Drainage Institute
5342 Blvd. Pl.; Indianapolis, IN 46208; 317-251-5298

28. SMACNA Sheet Metal & Air Conditioning Contractors' National Assoc.

29. UL Underwriters Laboratories
333 Pfingsten Rd.; Northbrook, IL 60062; 312-272-8800

1.4 PERMITS, LICENSES, AND CERTIFICATES

A. Permits, Licenses, and Certificates: For the Owner's records, submit copies of permits, licenses, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, certifications, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work. It shall be the Contractors responsibility to obtain and pay for all permits.

1.5 TRADESPERSONS AND WORKMANSHIP STANDARDS

A. General: The Prime Contractor shall instigate and maintain procedures to ensure that persons performing work are skilled and knowledgeable in methods and craftsmanship needed to produce superior quality levels for workmanship in completed work. Remove and replace work which does not comply with workmanship standards as specified and as recognized in the construction industry for applications indicated. Remove and replace other work damaged or deteriorated by faulty workmanship or its replacement.

1.6 GENERAL INSTALLATION PROVISIONS

A. Manufacturer's Instructions: Where installations include manufactured products, comply with manufacturer's applicable instructions and recommendations for installation, to extent these are more explicit or more stringent than requirements indicated in contract documents.

B. Provide attachment and connection devices and methods for securing work properly as it is installed, true to line and level, and within recognized industry tolerances if not otherwise indicated. Allow for expansions and building movements. Provide uniform spacing and appearance in exposed work, organized for best possible visual effect. Refer questionable visual effect choices to Architect for final decision.

C. Mounting Heights: Where mounting heights are not indicated, mount individual units of work at industry recognized standard mounting heights for application indicated. Refer mounting height choices to Architect for final decision.

D. Fixture Locations: Where fixture locations are not dimensioned, refer to Architect for final decision. **DO NOT SCALE DRAWINGS.**

1.7 ELECTRICAL CONNECTIONS

A. The Contractor shall furnish and install the wiring except: (1) temperature control wiring; (2) equipment control wiring; and (3) interlock wiring, unless indicated otherwise herein. The Contractor shall furnish and install the power wiring complete from power source to motor or equipment junction box, including power wiring through starters, line voltage air and water thermostats, speed and timer switches, and other line voltage control devices. The Contractor shall provide starters and controls specified to be factory mounted and wired to mechanical equipment. The Contractor shall provide the starters that are not factory wired or mounted on mechanical equipment, unless indicated otherwise.

B. The Contractor shall, regardless of voltage, furnish and install the temperature control wiring, and the interlock wiring, and equipment control wiring for the equipment that the Contractor furnishes, unless indicated otherwise herein. The Contractor shall furnish the starters to the Contractor.

C. The Contractor shall perform the control wiring only where this work is indicated on the Electrical Drawings. Where an electrical control device (thermostat, switch, etc.) is indicated on both the Mechanical and Electrical Drawings, the Contractor shall mount the device and install the wiring.

D. After circuits are energized and completed, the Contractor shall be responsible for the power wiring. The control wiring shall be the responsibility of the Contractor that installed the wiring.

E. The Contractor shall provide the wiring to shut down the HVAC system in connection with the Fire Alarm System.

1.8 TRANSFER OF ELECTRONIC FILES

A. Angerame Architects, P.C. will provide electronic files for the Contractor's use in the preparation of record drawings as related to the project, subject to a $50.00 charge per drawing file and the following terms and conditions.

1. The Contractor shall submit a formal request for electronic drawing files on the Angerame Architects, P.C.

2. Angerame Architects, P.C.'s electronic files will be exported from Architectural Desktop 2005 into DWG/DXF files that are compatible with Auto Cad as requested. Angerame Architects, P.C. makes no representation as to the compatibly of these files with the Contractor's hardware or the Contractor's software beyond the specific release of the referenced specifications.

3. Data contained on these electronic files is part of Angerame Architects, P.C.'s instruments of service shall not be used by the Contractor or anyone else receiving data through or from the Contractor for any purpose other than as convenience in the preparation of shop drawings for the referenced project. Any other use or reuse by the Contractor or by others will be at the Contractor's sole risk and without the liability or legal exposure to Angerame Architects, P.C. The Contractor agrees to make no claims and hereby waive, to the fullest extent permitted by the law, any claim or cause of action of any nature against Angerame Architects, P.C., it's officers, directors, employees, agents or sub-consultants which may arise out of or in connection with the Contractor's use of the electronic files.

4. Furthermore, the Contractor shall, to the fullest extent permitted by law, indemnify and hold harmless, Angerame Architects, P.C. from claims, damages, losses and expenses, including attorney's fees arising out of or resulting from the Contractor's use of these electronic files.

5. These electronic files are not contract documents. Significant difference may arise between these electronic files and corresponding hard copy contract documents due to addenda, change orders or other revisions. Angerame Architects, P.C. makes no representation regarding the accuracy or completeness of the electronic files the Contractor receives. In the event that a conflict arises between the signed contract documents prepared by Angerame Architects, P.C. and electronic files, the signed contract documents shall govern.

6. The Contractor is responsible for determining if any conflicts exist. By the Contractor's use of these electronic files the Contractor is not relieved of the Contractor's duty to comply with the contract documents, including and without limitation, the need to check, confirm and coordinate all dimensions and details, take field measurements, field verify conditions and coordinate the Contractor's work with that of other contractors for the project.

1.9 ASBESTOS/LEAD FREE

A. All building materials on this project shall be lead and asbestos free. If a product specified contains the above advise Architect immediately.

1.10 MOCK-UP AREAS

A. Provide a mock-up room of each type of resident bathroom, and bedroom, new and existing, complete with gypsum board, walls, windows, swing doors, sliding door, outlets, switches, light fixtures, toilet accessories, vanity tops, wall finishes, plumbing fixtures, diffusers and grilles.

B. Provide a mock-up of a typical resident wing corridor, at the resident room door, minimum of ten feet in length for both new and existing corridors. Corridor shall be complete with handrail, wall surface panels, trim, ceiling, bulletin board and memory boxes.

C. The above is for the Owner to approve all built-in equipment and approve the complete room set-up.

D. This work must be completed prior to the start of roughing-in the remaining rooms for mechanical/electrical.

PART- 2 (NOT USED)

PART- 3 (NOT USED)

END OF SECTION 01 5080

PART- 1 GENERAL

1.1 SECTION INCLUDES

A. Temporary Utilities: Electricity, lighting, heat, ventilation, and water.

1.2 RELATED REQUIREMENTS

A. Section 01 5000 - Temporary Facilities and Controls: temporary sanitary facilities required by law.

1.3 TEMPORARY ELECTRICITY

A. Cost of Electricity Used: By Owner.

B. Connect to Owner's existing power service.

1. Do not disrupt Owner's need for continuous service.

2. Exercise measures to conserve energy.

C. Provide temporary electric feeder from existing building electrical service at location as required.

D. Complement existing power service capacity and characteristics as required.

E. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required.

F. Permanent convenience receptacles may be utilized during construction.

G. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.

H. Provide a 480-single phase – 120/208V single phase 45 KVA transformer to be used for temporary power from existing 480V distribution panels.

I. Verify power sources with construction manager. Utilize distribution panels near the work site. Each phase of work will be serviced from different existing distribution panels.

1.4 TEMPORARY SUB-FEED FROM EXISTING BULDING TO WORK AREAS

A. Provide a temporary power from existing building panels to each construction area. Refer to phasing plans for requirements.

B. Route temporary power through existing ceilings to work site.

C. Verify power sources with construction manager. Utilize distribution panels near the work site. Each phase of work will be serviced from different existing distribution panels.

D. Provide a 480-single phase – 120/208V single phase 45 KVA transformer to be used for temporary power from existing 480V distribution panels.

E. Provide a main circuit breaker load center to service the temporary power called for.

1.5 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

A. Provide adequate lighting levels to complete construction activities as well as providing safe ingress and egress throughout the construction area.

B. Existing lighting levels in non-construction areas are to be maintained at all times.

C. Provide lighting for temporary structures, walkways and other temporary construction in order to provide adequate lighting for safe pedestrian ingress and egress.

1.6 TEMPORARY HEAT FOR CONSTRUCTION PURPOSES

A. Provide adequate temporary heat measures and thermal protection to complete construction activities as needed throughout the project schedule. Cost of temporary heat or equipment to maintain temperatures needed for a construction activity will not be an additional cost to the owner

1.7 TEMPORARY WATER SERVICE

A. Cost of Water Used: By Owner.

B. Provide and maintain suitable quality water service for construction operations at time of project mobilization.

C. Connect to existing water source.

1. Exercise measures to conserve water.

PART- 2 PRODUCTS - NOT USED

PART- 3 EXECUTION - NOT USED

END OF SECTION

PART- 1 GENERAL

1.1 SECTION INCLUDES

A. Access roads.

B. Parking.

C. Existing pavements and parking areas.

D. Permanent pavements and parking facilities.

E. Construction parking controls.

F. Haul routes.

G. Maintenance.

H. Removal, repair.

I. Mud from site vehicles.

1.2 RELATED REQUIREMENTS

A. Section 01 1000 - Summary: access to site, work sequence, and occupancy.

PART- 2 PRODUCTS

2.1 MATERIALS

A. Materials for Permanent Construction: As specified in product specification sections, including earthwork, paving base, and topping.

2.2 SIGNS, SIGNALS, AND DEVICES

A. Stock Post Mounted and Wall Mounted Traffic Control and Informational Signs:

B. Products:

1. Brimar Industries, Inc.; www.safetysign.com.

PART- 3 EXECUTION

3.1 PREPARATION

A. Clear areas, provide surface and storm drainage of road, parking, area premises, and adjacent areas.

3.2 ACCESS ROADS

A. Provide unimpeded access for emergency vehicles. Maintain 20-foot width driveways with turning space between and around combustible materials.

B. Provide and maintain access to fire hydrants free of obstructions.

3.3 PARKING

A. There will be no Owner provided Prime and or Sub Contractor Parking on the project.

3.4 PERMANENT PAVEMENTS AND PARKING FACILITIES

A. Prior to Substantial Completion the base for permanent roads and parking areas may be used for construction traffic.

B. Avoid traffic loading beyond paving design capacity. Tracked vehicles not allowed.

C. Contractors shall be responsible for the repair or replacement of existing or new permanent surfaces located within or adjacent to the contract limit lines damaged by the Contractor.

3.5 HAUL ROUTES

A. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.

B. Confine construction traffic to designated haul routes.

C. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.

3.6 MAINTENANCE

A. Maintain traffic and parking areas in a sound condition free of excavated material, construction equipment, Products, mud, snow, and ice.

B. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.

3.7 REMOVAL, REPAIR

A. Remove equipment and devices when no longer required.

B. Repair damage caused by installation.

C. Remove post settings to a depth of 2 feet.

3.8 MUD FROM SITE VEHICLES

A. Provide means of removing mud from vehicle wheels before entering streets.

END OF SECTION 01 5500

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether it is clearly or explicitly shown.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.

2. New Products: Items that have not previously been incorporated into another project or facility (except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise]. Products salvaged or recycled from other projects are not considered new products.

3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Schedule and the Submittals Schedule.

2. Form: Tabulate information for each product under the following column headings:

a. Specification Section number and title.

b. Generic name used in the Contract Documents.

c. Proprietary name, model number, and similar designations.

d. Manufacturer's name and address.

e. Supplier's name and address.

f. Installer's name and address.

g. Projected delivery date or time span of delivery period.

h. Identification of items that require early submittal approval for scheduled

B. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use standard form.

2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified material or product cannot be provided.

b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Contractor and separate contractors that will be necessary to accommodate proposed substitution.

c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.

d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.

e. Samples, where applicable or requested.

f. List of similar installations for completed projects with project names and addresses and names and addresses of architects and Contractor.

g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.

h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.

i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time.

j. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.

k. Cost information, for substitution in comparison with product or method specified.

l. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.

m. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

3. Architect's Action: If necessary, Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

a. Form of Acceptance: Change Order.

b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 1 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more selected, even if previously selected products were also options.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturers written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

5. Store products to allow for inspection and measurement of quantity or counting of units.

6. Store materials in a manner that will not endanger Project structure.

7. Store products that are subject to damage by the elements, under cover in a weather tight enclosure above ground, with ventilation adequate to prevent condensation.

8. Store cementitious products and materials on elevated platforms.

9. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.

10. Comply with product manufacturers written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

11. Protect stored products from damage and liquids from freezing.

12. Provide a secure location and enclosure at Project site for storage of materials and equipment by Contractor’s construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Contractor.

2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Contractor.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.

2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.

3. Refer to Divisions 2 through 16 Sections for specific content requirements and requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART- 2 PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.

2. Architect reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

3. Where products are accompanied by the term "as selected," Architect will make selection.

4. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

5. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.

2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.

3. Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed that comply with requirements.

4. Manufacturers: Where Specifications include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements.

5. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.

6. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.

7. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.

8. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

9. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Contractor’s sample. Contractor’s decision will be final on whether a proposed product matches.

    a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

10. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.

11. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Contractor will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.

12. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Contractor will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Conditions: If three manufacturers are not specified for a product, Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Contractor a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Contractor must assume.

2. Contractor's additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Contractor, and similar considerations.

3. Requested substitution does not require revisions to the Contract Documents (maximum two (2) reviews).

4. Requested substitution is consistent with the Contract Documents and will produce indicated results.

5. Substitution request is fully documented and properly submitted.

6. Requested substitution will not adversely affect Contractor's Construction Schedule.

7. Requested substitution has received necessary approvals of authorities having jurisdiction.

8. Requested substitution is compatible with other portions of the Work.

9. Requested substitution has been coordinated with other portions of the Work.

10. Requested substitution provides specified warranty.

11. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

12. The equipment or material must fit the space available for it in the building. No item will be considered if alteration of building structure or space is made necessary by a proposed substitution.

B. In making request for substitution, Contractor represents:

1. Contractor shall provide a comparison chart to establish the substitute product is equal to the specified product. The chart shall highlight any and all comparable values as related to specified product type.

2. The Contractor has personally investigated the proposed substitute product and determined that it is equal to or superior in all respects to the specified project.

3. The Contractor will provide the same warranty for the substitution that is required for the specified product;

4. Certifies that the substitution will not result in a cost disadvantage to the Contractor; that all cost data presented is complete and that the Contractor waives all claims for additional costs related to the substitution which subsequently become apparent; and

5. Will coordinate the installation of the substitution, if accepted, making such changes as may be required to make the Work complete in all respects.

6. Contractor requesting substitution shall bear additional costs to all parties due to his substitution including Architect redesigns and costs; associated but under separate contract.

C. Contractor's submittal and Contractor's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with the Contract Documents does not constitute an acceptable or valid request for substitution, nor does it constitute approval.

PART- 3 EXECUTION (NOT USED)

END OF SECTION 01 6000

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether or not such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether or not it is clearly or explicitly shown.

1.2 SECTION INCLUDES

A. Requirements for Indoor-Emissions-Restricted products.

B. Requirements for VOC-Content-Restricted products.

1.3 RELATED REQUIREMENTS

A. Section 013000 for Submittal Procedures.

1.4 DEFINITIONS

A. Indoor-Emissions-Restricted Products: All products in the following product categories, whether specified or not:

1. Interior paints and coatings.
2. Interior adhesives and sealants, including flooring adhesives.
3. Flooring.
4. Composite wood.
5. Products making up wall and ceiling assemblies.
6. Thermal and acoustical insulation.

B. VOC-Content-Restricted Products: All products in the following product categories, whether specified or not:

1. Interior paints and coatings.
2. Interior adhesives and sealants, including flooring adhesives.

C. Interior of Building: Anywhere inside the exterior weather barrier.

D. Adhesives: All gunnable, trowelable, liquid-applied, and aerosol adhesives, whether specified or not; including flooring adhesives, resilient base adhesives, and pipe jointing adhesives.

E. Sealants: All gunnable, trowelable, and liquid-applied joint sealants and sealant primers, whether specified or not; including firestopping sealants and duct joint sealers.

F. Inherently Non-Emitting Materials: Products composed wholly of minerals or metals, unless they include organic-based surface coatings, binders, or sealants; and specifically, the following:

1. Concrete.

2. Clay brick.

3. Metals that are plated, anodized, or powder-coated.

4. Glass.

5. Ceramics.

6. Solid wood flooring that is unfinished and untreated.

1.5 REFERENCE STANDARDS

A. 40 CFR 59, Subpart D - National Volatile Organic Compound Emission Standards for Architectural Coatings; U.S. Environmental Protection Agency; current edition.

B. ASTM D3960 - Standard Practice for Determining Volatile Organic Compound (VOC) Content of Paints and Related Coatings; 2005 (Reapproved 2013).

C. CARB (SCM) - Suggested Control Measure for Architectural Coatings; California Air Resources Board; 2007.

D. SCAQMD 1113 - South Coast Air Quality Management District Rule No.1113; current edition.

E. SCAQMD 1168 - South Coast Air Quality Management District Rule No.1168; current edition.

1.6 SUBMITTALS

A. See Section 013300 for Submittal Procedures.

B. Product Data: For each VOC-restricted product used in the project, submit evidence of compliance.

1.7 QUALITY ASSURANCE

A. VOC Content Test Method: 40 CFR 59, Subpart D (EPA Method 24), or ASTM D3960, unless otherwise indicated.

1. Evidence of Compliance: Acceptable types of evidence are:

    a. Report of laboratory testing performed in accordance with requirements.

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

PART- 2 PRODUCTS

2.1 MATERIALS

A. All Products: Comply with the most stringent of federal, State, and local requirements, or these specifications.

B. VOC-Content-Restricted Products: VOC content not greater than required by the following:

1. Adhesives, Including Flooring Adhesives: SCAQMD 1168 Rule.

2. Joint Sealants: SCAQMD 1168 Rule.

3. Paints and Coatings: Each color; most stringent of the following:

    a. 40 CFR 59, Subpart D.

    b. SCAQMD 1113 Rule.

    c. CARB (SCM).

PART- 3 EXECUTION

3.1 FIELD QUALITY CONTROL

A. Owner reserves the right to reject non-compliant products, whether installed or not, and require their removal and replacement with compliant products at no extra cost to Owner.

B. Additional costs to restore indoor air quality due to installation of non-compliant products will be borne by Construction Manager.

END OF SECTION 01 6116

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether it is clearly or explicitly shown.

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. General installation of products.
2. Coordination of Contractor-installed products.
3. Progress cleaning.
4. Starting and adjusting.
5. Protection of installed construction.
6. Correction of the Work.

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work. Before construction, verify the location and points of connection of utility services.

B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

    a. Description of the Work.

    b. List of detrimental conditions, including substrates.

    c. List of unacceptable installation tolerances.

    d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.

3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.

4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.

5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

3.3 INSTALLATION

A. Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.

2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.

3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Allow for building movement, including thermal expansion and contraction.

2. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.4 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.

2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.

2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Vacuum clean interior building areas when ready to receive finish painting, and continue vacuum cleaning on an as-needed basis until building is ready for Substantial Completion or occupancy.

J. Handle materials in a controlled manner with as few handlings as possible; do not drop or throw materials from heights.

K. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.

L. Excess concrete, block, mortar, or grout is the responsibility of the Contractor to remove from the site.

3.5 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Contractor shall be responsible for protection of all his work at the end of each working day.

B. All equipment shall be covered and protected from dust, moisture or physical damage by others.

C. All costs for this protection shall be borne by Contractor.

D. Contractor shall make good all damage, which may occur to his work prior to the date of final acceptance by the Contractor.

E. Protect finished surfaces, including jambs, wall corners, and soffits of openings used as passageways, through which equipment and materials are handled.

F. Protect finished floor surfaces prior to allowing equipment or materials to be moved over such surfaces.

G. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Architect.

H. In event of damage, promptly make replacements and repairs to the approval of the Architect and at no additional cost.

I. Comply with manufacturers written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

A. All work shall be first-quality workmanship approved by the Contractor, executed by skilled labor forces.

B. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."

C. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

D. Restore permanent facilities used during construction to their specified condition.

E. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

F. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

G. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01 7000

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether it is clearly or explicitly shown.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:

1. Inspection procedures.

2. Project record document submittal.

3. Operation and maintenance manual submittal.

4. Submittal of warranties.

5. Final cleaning.

B. Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each prime Contractor.

C. Closeout requirements for specific construction activities are included herein.

1.3 PUNCH LIST PROCEDURES

A. Construction Manager shall prepare a detailed, space-by-space, system-by-system punch list of work remaining to complete, repair, adjust, clean or otherwise leave the contract scope in a condition adhering to the contract documents and ready for the Owner's use.

B. The Construction Manager's Punch list shall be reviewed on site with the Contractor for general content. At such time as the Construction Manager and Contractor agree that the work is near substantial completion and the Contractor's punch list is generally complete, the Architect shall proceed with completion of the punch list work.

C. Upon completion of the Architect's punch list, the Contractor shall expeditiously proceed with completion of the work. Upon completion of all punch list items, the Contractor shall provide a copy of the punch list back to the Architect/Engineer with each item noted as the completed or the current status of the item. Upon receipt, the Architect/Engineer will schedule a final inspection.

D. The Architect's punch list does not, at any time, determine the extent of work remaining under the contract, nor does the absence of any required item from the punch list relieve the Contractor of any responsibilities set forth under the contract documents. The responsibility for completeness of the requirements of the contract lies solely with the Contractor.

1.4 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.

1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.

2. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.

3. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and the reasons the Work is not complete.

4. Advise the Contractor of pending insurance changeover requirements.

5. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.

6. Obtain and submit releases enabling the Contractor unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.

7. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.

8. Deliver tools, spare parts, extra stock, and similar items.

9. Make final changeover of permanent locks and transmit keys to the Contractor. Advise the Owner's personnel of changeover in security provisions.

10. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.

11. Complete final cleanup requirements, including touchup painting.

12. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Contractor will either proceed with inspection or advise the Contractor of unfilled requirements.

C. The Contractor will repeat inspection when requested and assured that the Work is substantially complete.

D. Results of the completed inspection will form the basis of requirements for final acceptance.

E. If construction services of any contract are not completed within ninety (90) days of Substantial Completion of that contract, the Contractor shall be responsible for all Contractor costs incurred as a result of construction activities that extend beyond ninety (90) days of Substantial Completion.

1.5 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.

2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.

3. Submit a certified copy of the Contractor's final inspection list of items to be completed or corrected, endorsed, and dated by the Construction Manager. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Contractor.

4. Submit consent of surety to final payment.

5. Submit a final liquidated damages settlement statement.

6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.

B. Re-inspection Procedure: The Contractor will re-inspect the Work upon receipt of notice hat the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Contractor.

1. Upon completion of re-inspection, the Contractor will prepare a certificate of final acceptance. If the Work is incomplete, the Contractor will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

2. If necessary, re-inspection will be repeated as many times as is required for acceptance of the work by the Contractor. However, after the second re-inspection and all subsequent re-inspections the Contractor shall be responsible for all Contractor's costs incurred as a result of administrating these re-inspections.

1.6 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Contractor's reference during normal working hours.

B. Certification: Before payment is authorized, Contractor shall certify on their letterhead stationery, in writing to the Contractor, as follows:

1. " Contractor's Letterhead".

2. Certification:

I hereby certify that all work of this contract has been fully completed in accordance with the requirements of the Contract Documents for this contract and that all materials installed are free of classified and/or regulated hazardous materials.

_____

Signature of Officer of the Contractor

C. Record Drawings: Maintain a clean, undamaged set of blue or black line whiteprints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies substantially from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.

2. Mark new information that is important to the Contractor but was not shown on Contract Drawings or Shop Drawings.

3. Note related change-order numbers where applicable.

4. Organize record drawing sheets into manageable sets. Bind sets with durable paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.

D. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction.

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.

2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.

3. Not related record drawing information and Product Data.

4. Upon completion of the Work, submit record Specifications to the Contractor for their records.

E. Record Product Data: Maintain one copy of each Product Data submittal. Not related Change Orders and markup of record drawings and Specifications.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.

2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.

3. Upon completion of markup, submit complete set of record Product Data to the Contractor for their records.

F. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Contractor's personnel at the Project Site to determine which Samples are to be transmitted to the Contractor for record purposes. Comply with the Contractor's instructions regarding delivery to the Contractor's Sample storage area.

G. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Contractor for their records.

H. Maintenance Manuals: Provide two (2) complete sets. Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch, 3-ring, D-ring style, view type, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions.
2. Spare parts list.
3. Copies of warranties.
4. Wiring diagrams.
5. Recommended "turn-around" cycles.
6. Inspection procedures.
7. Shop Drawings and Product Data.
8. Fixture lamping schedule.

PART- 2 PRODUCTS

2.1 MATERIALS

A. Cleaning Agent: Use cleaning materials and agents recommend by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

   1. Use cleaning products that comply with Green Seal's GS-37 or if GS-37 is not applicable, use products that comply with the California Code of Regulations maximum allowable VOC levels.

PART- 3 EXECUTION

3.1 CLOSEOUT PROCEDURES

A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

B. Maintenance manuals.
C. Record documents.
D. Spare parts and materials.
E. Tools.
F. Lubricants.
G. Fuels.
H. Identification systems.
I. Control sequences.
J. Hazards.
K. Cleaning.
L. Warranties and bonds.
M. Maintenance agreements and similar continuing commitments. As part of instruction for operating equipment, demonstrate the following procedures:
N. Startup.
O. Shutdown.
P. Emergency operations.
Q. Noise and vibration adjustments.
R. Safety procedures.
S. Economy and efficiency adjustments.
T. Effective energy utilization.

3.2 FINAL CLEANING

A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:

a. Clean Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.

c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.

d. Remove tools, construction equipment, machinery, and surplus material from Project site.

e. Remove snow and ice to provide safe access to building.

f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.

g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.

h. Sweep concrete floors broom clean in unoccupied spaces.

i. Vacuum carpet and similar soft surfaces, removing debris and excess nap: clean according to manufacturer's recommendations if visible soil or stains remain.

j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vison-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.

k. Remove labels that are not permanent.

l. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.

m. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

n. Replace disposable air filter and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.

o. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency.

p. Leave Project clean and ready for occupancy.

3.3 REPAIR OF THE WORK

A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.

B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operation equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operation components that cannot be repaired. Restore damaged construction and permanent facilities used during construction to specified condition.

1. Remove and replace chipped, scratched, and broken glass, reflective surfaces, and other damaged transparent materials.

2. Touch up and otherwise repair and restore marred or exposed finishes and surfaces. Replace finishes and surfaces that already show evidence of repair or restorations.

    a. Do not paint over “UL” and other required labels and identification, including mechanical and electrical nameplates. Remove paint applied to required labels and identification.

3. Replace parts subject to operation conditions during construction that may impede operation or reduce longevity.

4. Replace burned-out bulbs, bulbs noticeable dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

END OF SECTION 01 7100

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether it is clearly or explicitly shown.

1.2 DESCRIPTION

A. Work specified in this Section consists of maintaining, annotating and delivering the final As-Built Drawings, Specifications and indexes as defined below. For Shop and Working Drawings refer to Section 01 3000, Submittals.

B. Definitions

1. As-Built Documents Schedule - List of As-Built Documents including but not limited to Contract Drawings and Contractor Shop Drawings the Contractor is to submit at milestones and final close-out according to Paragraphs 1.3 C. and D.

2. Current Status Documents - A set of full-size reproducible Contract and Shop/Working Drawings and a copy of the Specifications marked and maintained by Contractor to show current As-Built status of construction in progress and current design status. When submitted, these shall be referred to as milestone or final as-built documents as appropriate.

3. Contractor Furnished Drawings - Working Drawings and Shop Drawings produced by the Contractor which become a supplement to the Contract.

4. Project Record Drawings - Contract Record Drawings that reflect actual completed field conditions of Work items depicted on Contractor's latest Contract, Shop and Working Drawings.

5. Drawing Index - List of Contract Drawings and cross-referenced Contractor Shop Drawings, showing the latest drawing number, sheet number, revision number, title of Drawings, attachments, and if the Drawings are revised for final As-Built. The Contractor shall maintain and provide an index for the Contractor furnished drawings. The Contractor shall cross-reference on the Contract Drawing Index, Contractor Shop Drawings which are supplemental to the Contract Drawings.

1.3 QUALITY CONTROL

A. Contractor quality control personnel shall perform the following:

1. Print legibly and clearly relevant construction changes/data on current print of Current Status Documents to a high standard of quality. Have Work done by a qualified engineer, designer or drafter.

2. Record additional construction information as requested by OWner on As-Built or Current Status Documents.

1.4 REFERENCE STANDARDS

A. American National Standards Institute (ANSI)

1. ANSI 14.4M Pictorial Drawings

1.5 SUBMITTALS

A. Refer to Section 01 3000, Submittals, for submittal procedures.

B. As-Built Documents Schedule - Within 10 days from acceptance of the Baseline Schedule, submit for acceptance a list of As-Built Contract Drawings to be submitted at completion of each Work milestone package.

1. The schedule of As-Built documents should reflect the Work scheduled on the accepted Baseline Schedule.

2. Identify As-Built documents listed in the schedule by drawing, sheet, detail numbers; description of drawing, and other related information that may be required by the Owner.

C. The Owner will review monthly As-Builts along with monthly payment requests. Current Status Documents showing as-built design and construction progress to be kept at Contractor's field office at all times (unless otherwise specified). In the event record documents are not maintained, Owner may defer monthly payment.

D. Final Close-out Documents - Upon requesting final inspection or within 10 days prior to acceptance, submit remaining As-Built Contract and Shop/Working Drawings, the latest revision of the Drawing Indexes and any previously submitted as-built documents that have been revised.

PART- 2 PRODUCTS

2.1 DOCUMENTS

A. As-Built Drawings - One D-size (24 inches by 36 inches) set of the latest revisions of Contract Drawings marked in black ink original and one in PDF format to show changes and deviations from the last revision of Drawings and Contractor Shop Drawings that represent As-Built condition submitted at milestone completions and final contract completion.

B. Drawing Index – Electronic List of Contract Drawings, cross-referenced to Contractor Shop Drawings, showing the latest drawing number, sheet number, revision number, title of Drawings, attachments, and if the Drawing is revised for final As-Built (indicate AB if drawing was revised to show as-built condition). List of Contractor furnished (Shop) Drawings that are supplemental to the Contract Drawings.

C. As-Built Documents Schedule – Electronic List of As-Built Drawings including Contractor Shop Drawings that Contractor has scheduled to update monthly.

2.2 MEETINGS

A. Upon receipt of the As-Built Documents Schedule from the Contractor, the Owner may call a meeting with the: Owner, others and the Contractor. Owner will decide with the contract team input, which Contract and Shop Drawings are to be:

1. As-built for project record.

2. Cross-referenced and indexed.

PART- 3 EXECUTION

3.1 SAFE KEEPING OF FIELD DOCUMENTS

A. During times when the contract documents are not being updated, store drawings and indexes in a fire resistant locked cabinet or provide off-site backup to prevent inadvertent destruction of documents.

3.2 MARKING CURRENT STATUS DOCUMENTS

A. Stamp each page of Drawings of the Current Status Documents "CURRENT STATUS." Lettering on stamp: 1/2 inch and 1/4 inch for Drawings and Specifications respectively.

B. Legibly record construction progress information on a weekly basis. Information to include reference of Change Order, Change Notice, RFI responses, Non- Conformance Reports, shop drawings and other related information. Attach to the current status Contract Drawing any markups or sketches received from Metro as a result of design modifications or RFIs. Pertinent information must be shown on the Contract Drawing. Do not cover up Work unless relevant information has been recorded.

C. Clearly identify Change Order revision by Change Order numbers. Where more than one change is made in an area of a drawing, clearly identify the changes graphically by marking a copy of the preceding changes. Insert these copies into set of Current Status Documents on top of preceding record in a manner to preclude losing or damaging document.

D. Mark changes. Mark in black ink and bubble the changes on reproducibles.

E. When a new revision of a document is issued, stamp the superseded document "SUPERSEDED" and keep in Current Status Document set for future reference of previous mark-ups and for use for production of As-Built Drawings. The Contractor need not transfer the data recorded on superseded drawings onto the new revision but shall list all revisions on the drawing index.

3.3 MARKING FOR FINAL AS-BUILT CONDITION

A. Mark and stamp "AS-BUILT" latest revisions of the Contract Drawings and Specifications for the As-Built condition. Lettering on stamp: 1/2 inch and 1/4 inch high for Drawings and Specifications respectively.

Clearly define revisions in minimum of 1/8 inch letter on a reproducible copy of Drawings and on photocopy of Specifications.

B. Use bubbles to define extent of the change.

C. Mark As-Built conditions to the extent they deviate from contract requirements on a reproducible of the latest revision of the Contract Drawings or Specifications. Specific information required on each category of Drawings is specified. If drawing does not facilitate such changes, furnish a Shop Drawing showing the details and cross- reference each drawing.

D. Mark Drawings not changed by As-Built conditions with the word "UNCHANGED" above the "AS-BUILT" label.

3.4 REQUIRED INFORMATION ON AS-BUILT DRAWINGS

A. Provide as-built measurements with reference to datums used for dimensioning on appropriate contract drawings. For underground utilities, measure and record exposed existing and installed lines and conduits. Locate by offset and elevation the centerline and the top elevation of the line at each grade break with surveying equipment. Locations of appurtenances of the line such as the valves, tees, bends etc. may be located in relation to offset lines and elevation. **Accuracy shall be to within 0.5 feet horizontally and to within 0.1 feet vertically.** Coordinate this Work to the satisfaction of utility owners.

3.5 CONTRACTOR FURNISHED DRAWINGS

A. Contractor Furnished Drawings - Drawings provided by Contractor and used for construction of permanent facilities. Prepare drawings to a high standard of quality, as specified, or other relevant lower tier standards defining equal drafting quality for microfilming. **Contractor furnished drawings include as-built drawings**.

B. Produce drawings on D size (24 inches by 36 inches). Provide company logo on drawing and have drawing complete with drafter's name, full signature and date.

C. Drawing numbers will be distinct to avoid duplication with Contract Drawings. Do subsequent revisions to these drawings. Include bubbles, triangles and description of the revision in the revision block and if initiated by Contractor.

D. Include these drawings in the Current Status Documents. Update for changes as specified in other parts of these Specifications.

E. Revise these drawings to show the As-Built conditions as indicated.

F. Upon completion of construction or as directed by the Metro, submit updated Drawing Index and revised original reproducibles of these drawings (see Definitions).

END OF SECTION 01 7200

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether it is clearly or explicitly shown.

1.2 DESCRIPTION

A. Purpose of Manuals:

1. Operation and maintenance manuals will be used for training of, and use by, Owner's personnel in operation and maintenance of mechanical and electrical systems and equipment. A separate manual or chapter within a manual shall be prepared for each class of equipment or system.

2. For additional requirements refer to various specification Sections.

B. Required Manuals: Manuals are required for all systems and equipment.

C. Content of Manuals: Each manual or chapter shall include:

1. Table of Contents.

2. Description of system or equipment.

3. Operating sequence and procedures.

4. Safety instructions.

5. Maintenance instructions and requirements, including preventative and corrective maintenance.

6. Spare parts list.

D. Shop Drawings: Shop Drawings of the system or equipment as installed shall accompany each manual.

E. Copies of Manuals:

1. Submit 3 copies of manuals to Contractor for review.

F. Instructions of Owner's Personnel:

1. Fully instruct Owner's designated operating and maintenance personnel in operating, adjustments and maintenance of all mechanical and electrical systems and equipment as required by respective and pertinent sections, after all final inspection, tests and repairs have been completed.

2. Operating and maintenance manuals shall constitute the basis of instructions. Contents of manual shall be reviewed in full detail, explaining all aspects of operations and maintenance.

3. Prepare and include additional data when need for such data becomes apparent during instruction and training sessions.

4. Training sessions shall be jointly arranged with Owner during Contractor's normal week and daily hours. The Owner shall have the responsibility of scheduling its shift work personnel accordingly.

5. Owner and Contractor shall coordinate and cooperate to keep training sessions to a reasonable minimum.

6. Contractor shall video tape session and turn tape over to Contractor.

1.3 INSTRUCTIONS FOR MAINTENANCE OF SURFACES

A. Purpose: To instruct Owner's maintenance personnel in proper methods and materials to use in the proper care of all exposed surfaces.

B. Content:

1. Recommended cleaning materials.

2. Recommended preventative maintenance.

3. Recommended methods and procedures.

C. Copies:

1. Submit 3 copies of Instructions for Maintenance to Contractor for acceptance prior to final payment.

PART- 2 NOT USED

PART- 3 NOT USED

END OF SECTION 01 7300

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether it is clearly or explicitly shown.

1.2 GENERAL

A. The Contractor is solely responsible for any and all claims for job injuries, and shall hold the Owner, Architect and their assigns harmless from litigation.

B. The Contractor shall provide the necessary safeguards to prevent accidents, to avoid all necessary hazards and protect the public, the staff, the work and property at all times, including Saturdays, Sundays, holidays and other times when no work is being done.

C. The Contractor shall erect, maintain, and remove appropriate barriers or other devices, as required by the conditions of the work for the protection of users of the project area, the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws and regulations, including OSHA.

1.3 SUMMARY

A. This Section requires compliance with applicable Safety codes, standards and regulations, including but not limited to OSHA, Building Code of New York State, Fire Code of New York State, and Facility Regulations.

1.4 RELATED WORK SPECIFIED ELSEWHERE

A. Regulatory Requirements: Section 014100.

1.5 DEFINITIONS AND ABBREVIATIONS

A. OSHA: Occupational Safety and Health Administration.

B. BCNYS: Building Code of New York State.

C. EBCNYS: Existing Building Code of New York State.

D. FCNYS: Fire Code of New York State.

E. NFPA: National Fire Protection Association.

F. NFPA 70E: National Fire Protection Association Standard for Electrical Safety in the Workplace.

1.6 APPLICABLE PUBLICATIONS

A. Latest publications listed below form part of this Article to extent referenced. Publications are referenced in text by basic designations only.

B. American Society of Safety Engineers (ASSE):

A10.1-2011.....Pre-Project & Pre-Task Safety and Health Planning

A10.34-2012.....Protection of the Public on or Adjacent to Construction Sites

A10.38-2013.....Basic Elements of an Employer's Program to Provide a Safe and Healthful Work Environment American National Standard Construction and Demolition Operations

C. American Society for Testing and Materials (ASTM):

E84-2013.....Surface Burning Characteristics of Building Materials

D. The Facilities Guidelines Institute (FGI):

FGI Guidelines-2014 Guidelines for Design and Construction of Healthcare Facilities

E. National Fire Protection Association (NFPA):

10-2013.....Standard for Portable Fire Extinguishers

30-2012.....Flammable and Combustible Liquids Code

51B-2014.....Standard for Fire Prevention During Welding, Cutting and Other Hot Work

70-2014.....National Electrical Code

70B-2013.....Recommended Practice for Electrical Equipment Maintenance

70E-2015.....Standard for Electrical Safety in the Workplace

99-2012.....Health Care Facilities Code

241-2013.....Standard for Safeguarding Construction, Alteration, and Demolition Operations

F. The Joint Commission (TJC)

TJC Manual.....Comprehensive Accreditation and Certification Manual

G. U.S. Occupational Safety and Health Administration (OSHA):

29 CFR 1904.....Reporting and Recording Injuries & Illnesses

29 CFR 1910.....Safety and Health Regulations for General Industry

29 CFR 1926.....Safety and Health Regulations for Construction Industry

CPL 2-0.124.....Multi-Employer Citation Policy

1.7 SUBMITTALS

A. Provide a SITE SPECIFIC SAFETY PLAN (aka Construction Safety & Health Plan) no later than 15 days after approval of the Contract by the Comptroller.

B. The plan must include at a minimum:

1. Written in English by a qualified person who is employed by the Prime Contractor articulating the specific work and hazards pertaining to the contract (model language can be found in ASSE A10.33).

2. Address both the Prime Contractors and the subcontractors work operations.

3. Provide a copy of current corporate/company Safety and Health Policy Statement, detailing commitment to providing a safe and healthful workplace for all employees. The Contractor's written safety program goals, objectives, and accident experience goals for this contract should be provided.

4. Provide the following:

    a. A statement of the employer's ultimate responsibility for the implementation of his SOH program;

    b. Identification and accountability of personnel responsible for safety at both corporate and project level. Contracts specifically requiring safety or industrial hygiene personnel shall include a copy of their resumes.

    c. The names of Competent and/or Qualified Person(s) and proof of competency/qualification to meet specific OSHA Competent/Qualified Person(s) requirements must be attached.;

    d. Requirements that no work shall be performed unless a designated competent person is present on the job site;

    e. Requirements for pre-task Activity Hazard Analysis (AHAs);

    f. Lines of authority;

    g. Policies and procedures regarding noncompliance with safety requirements (to include disciplinary actions for violation of safety requirements) should be identified;

5. If applicable, provide procedures for coordinating SOH activities with other employers on the job site:

    a. Identification of subcontractors and suppliers (if known);

    b. Safety responsibilities of subcontractors and suppliers.

6. A program providing 100% hard hats and safety glasses, as well as other personal protective equipment (PPE), i.e. dust protection, noise protection, safety vests, etc.

7. A program for assuring employees have proper work attire, i.e. substantial sole safety toed footwear, long pants, shirts with minimum 4" sleeves, etc.

8. A 100% 6-foot conventional fall protection program which provides full body harnesses, lanyards, and guardrails when applicable.

9. A program for training employees.

10. A program for Confined Space, including procedures for entry, when applicable.

11. A program for High Hazard Assessment including procedures for all high hazard work activities, i.e. critical lifts involving cranes or material handling equipment, scaffolding, demolition, excavations, hot work activities, steel erection, and roofing. A pre-task meeting is required to verify all hazards will be addressed.

12. A list of the names of all competent and/or qualified persons, including their qualifications, for each activity requiring a competent person, i.e. excavations, scaffolding, rigging, fall protection, etc.

13. The name and contact information of the Company Safety Representative.

14. A program for project safety inspections, with a minimum of one documented safety inspection per week during the course of construction. Submit copies of all resultant inspection reports to the Director's Representative on a weekly basis.

15. Accident/Incident Investigation & Reporting. The Contractor shall conduct mishap investigations of all Moderate and Major as well as all High Visibility Incidents.

    The Accident notification requirements are:

    a. Full accident/injury reports **required** within 24 hours for:

        i. Any type of accident.

        ii. Property damage.

        iii. Near misses.

        iv. Environmental spills.

        v. Bomb threats.

        vi. Public demonstration.

    b. Results of the accident investigations and recommendations for preventive action shall be documented within five (5) work days of the incident

16. Plans (Programs, Procedures) Required. Based on a risk assessment of contracted activities and on mandatory OSHA compliance programs, the Contractor shall address all applicable occupational, patient, and public safety risks in site-specific compliance and accident prevention plans. These Plans shall include but are not be limited to procedures for addressing the risks associates with the following:

    a. Emergency response;

    b. Contingency for severe weather;

    c. Fire Prevention;

    d. Medical Support;

    e. Posting of emergency telephone numbers;

    f. Prevention of alcohol and drug abuse;

    g. Site sanitation (housekeeping, drinking water, toilets);

    h. Night operations and lighting;

    i. Hazard communication program;

    j. Welding/Cutting “Hot” work;

    k. Electrical Safe Work Practices (Electrical LOTO/NFPA 70E);

    l. General Electrical Safety;

    m. Hazardous energy control (Machine LOTO);

    n. Site-Specific Fall Protection & Prevention;

    o. Excavation/trenching;

    p. Asbestos abatement;

    q. Lead abatement;

    r. Crane Critical lift;

    s. Respiratory protection;

    t. Health hazard control program;

    u. Radiation Safety Program;

    v. Abrasive blasting;

    w. Heat/Cold Stress Monitoring;

x. Crystalline Silica Monitoring (Assessment);

y. Demolition plan (to include engineering survey);

z. Formwork and shoring erection and removal;

aa. Precast Concrete;

bb. Public (Mandatory compliance with ANSI/ASSE A10.34-2012).

17. A program for providing potable water and sanitary toilet services for all employees.

18. A program for record keeping per OSHA 1904.

19. A Glove Policy that requires the use of appropriate hand protection based on the activity. The plan shall also include a policy that gloves are to be worn 100% of the time with level 4 being the minimum level.

C. Provide safety orientation training for each employee prior to their starting work on site. This orientation shall include but not be limited to; Fitness for Duty (drug and alcohol policies), training on general safety hazards, site specific safety policies and procedures, personal protective equipment, injury reporting and protocols, emergency evacuation and preferred medical providers, and, HAZCOM (GHS Harmonization). Provide documentation of all safety orientation training for each new employee on the site, including all subcontractors, to the Director's Representative.

D. Provide copies of all employee training and certifications related to the safe performance of activities, i.e. OSHA 10 hour certifications, forklift training, powder actuated tool training, aerial lift training, etc., to the Director's Representative.

E. Provide an Emergency Action and Evacuation Plan, including Fire Protection and Emergency Response, when applicable.

F. Accident Reporting: the Director's Representative shall be immediately notified of any and all accidents. A copy of a written accident report shall be furnished to the Director's Representative within 24 hours of incidents.

G. Where Work or related staging, storage, or temporary use of areas outside the boundaries of state property are required, comply with the rules, regulations and all applicable safety codes of the applicable municipality.

1.8 "SITE SAFETY AND HEALTH OFFICER" (SSHO) AND "COMPETENT PERSON" (CP):

A. The Prime Contractor shall designate a minimum of one SSHO at each project site that will be identified as the SSHO to administer the Contractor's safety program and government-accepted Accident Prevention Plan. Each subcontractor shall designate a minimum of one CP in compliance with 29 CFR 1926.20 (b)(2) that will be identified as a CP to administer their individual safety programs.

B. Further, all specialized Competent Persons for the work crews will be supplied by the respective contractor as required by 29 CFR 1926 (i.e. Asbestos, Electrical, Cranes, & Derricks, Demolition, Fall Protection, Fire Safety/Life Safety, Ladder, Rigging, Scaffolds, and Trenches/Excavations).

C. These Competent Persons can have collateral duties as the subcontractor's superintendent and/or work crew lead persons as well as fill more than one specialized CP role (i.e. Asbestos, Electrical, Cranes, & Derricks, Demolition, Fall Protection, Fire Safety/Life Safety, Ladder, Rigging, Scaffolds, and Trenches/Excavations). //However, the SSHO has be a separate qualified individual from the Prime Contractor's Superintendent and/or Quality Control Manager with duties only as the SSHO//

D. The SSHO or an equally qualified Designated Representative/alternate will maintain a presence on the site during construction operations in accordance with FAR Clause 52.236-6: *Superintendence by the Contractor*. CPs will maintain presence during their construction activities in accordance with above mentioned clause. A listing of the designated SSHO and all known CPs shall be submitted prior to the start of work as part of the APP with the training documentation and/or AHA as listed in Section 1.8 below.

E. The repeated presence of uncontrolled hazards during a contractor's work operations will result in the designated CP as being deemed incompetent and result in the required removal of the employee in accordance with FAR Clause 52.236-5: Material and Workmanship, Paragraph (c).

1.9 TRAINING:

A. The designated Prime Contractor SSHO must meet the requirements of all applicable OSHA standards and be capable (through training, experience, and qualifications) of ensuring that the requirements of 29 CFR 1926.16 and other appropriate Federal, State and local requirements are met for the project. As a minimum the SSHO must have completed the OSHA 30-hour Construction Safety class and have five (5) years of construction industry safety experience or three (3) years if he/she possesses a Certified Safety Professional (CSP) or certified Construction Safety and Health Technician (CSHT) certification or have a safety and health degree from an accredited university or college.

B. All designated CPs shall have completed the OSHA 30-hour Construction Safety course within the past 5 years.

C. In addition to the OSHA 30 Hour Construction Safety Course, all CPs with high hazard work operations such as operations involving asbestos, electrical, cranes, demolition, work at heights/fall protection, fire safety/life safety, ladder, rigging, scaffolds, and trenches/excavations shall have a specialized formal course in the hazard recognition & control associated with those high hazard work operations. Documented "repeat" deficiencies in the execution of safety requirements will require retaking the requisite formal course.

D. All other construction workers shall have the OSHA 10-hour Construction Safety Outreach course and any necessary safety training to be able to identify hazards within their work environment.

E. Submit training records associated with the above training requirements to the // Resident Engineer // Project Manager // and Facility Safety // Manager // Officer // or Contracting Officer Representative // or Government Designated Authority // for review for compliance with contract requirements in accordance with Section 01 33 23, SHOP DRAWINGS, PRODUCT DATA AND SAMPLES 15 [fifteen] calendar days prior to the date of the preconstruction conference for acceptance.

F. Prior to any worker for the contractor or subcontractors beginning work, they shall undergo a safety briefing provided by the SSHO or his/her designated representative. As a minimum, this briefing shall include information on the site-specific hazards, construction limits, VAMC safety guidelines, means of egress, break areas, work hours, locations of restrooms, use of VAMC equipment, emergency procedures, accident reporting etc... Documentation shall be provided to the Resident Engineer that individuals have undergone contractor's safety briefing.

G. Ongoing safety training will be accomplished in the form of weekly documented safety meeting.

1.10 STOP WORK ACTIVITY AUTHORITY

A. All Albany County and/or their direct representatives have the authority to stop a work activity that exposes any Contractor employees, consultants, or other visitors to potentially serious injury and/or illness. The responsible Contractor shall immediately cease work, perform an assessment of the activity that is exposing employees to any Immediately Dangerous to Life or Health (IDLH) conditions, and take action necessary to satisfactorily address the unsafe condition(s) at no cost to the County. The activity may only resume when the Owners representative or respective Contractor's Safety Representative verify corrective measures have been satisfactorily completed. Any related impact to time of completion shall be considered within the Contractor's control.

B. No Work, other than mobilization, shall commence until the Site-Specific Safety Plan is approved.

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION (NOT USED)

END OF SECTION 01 7310

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether it is clearly or explicitly shown.

1.2 RELATED WORK SPECIFIED ELSEWHERE

A. Rubbish Removal: Section 01 5000.

1.3 PROJECT CONDITIONS

A. The Contractor shall be responsible for removals and cutting and patching, unless specifically noted in the drawings or specifications.

B. Existing Conditions: Do not disturb existing structures, construction, materials or equipment unless required by the Contract.

1. Do not cut, drill or remove structural members such as joists, beams or columns supporting construction that is to remain unless expressly required by the Contract Documents.

PART- 2 PRODUCTS

2.1 MATERIALS

A. Match the appearance, performance, and structure of existing corresponding materials as closely as practicable, unless otherwise indicated.

PART- 3 EXECUTION

3.1 EXAMINATION

A. Prior to cutting, drilling or removal, investigate both sides of the surface involved. Determine the exact location of structural members.

B. If unforeseen obstructions are encountered, take precautions necessary to prevent damage and obtain instructions from the Owner's Representative before proceeding with the Work.

3.2 PREPARATION

A. Provide temporary shoring and other supports necessary to prevent settlement or other damage to existing construction that is to remain.

B. Prepare existing surfaces properly to receive and, where required, bond with the Work.

3.3 REMOVALS, CUTTING, AND ALTERING

A. In addition to the items that are scheduled for removal on the Drawings, remove existing construction superseded by the Work except items such as pipes, conduits, recessed boxes, and ducts that are built into existing construction that is to remain. Cut off and conceal such items at face of remaining construction. Provide cover plates on recessed boxes.

B. Remove and alter existing construction as required to install and connect the Work to adjacent construction in an approved manner.

C. Cut and alter existing materials as required to perform the Work. Limit cutting to the smallest amount necessary. Core drill round holes and saw cut other openings where possible.

D. Perform cutting, drilling, and removals in a manner that will prevent damage to construction which is to remain.

3.4 PATCHING

A. Patch existing construction and finishes defaced, damaged, or left incomplete due to alterations and removals. Patching, except as otherwise indicated, shall be limited to the areas which have been cut or altered. Finish patched surfaces to match existing adjacent surfaces as closely as practicable.

B. Perform patching around items penetrating existing construction in a manner that will maintain the water and fire resistive capability of the existing construction.

C. Paint patched areas and cover plates to match existing adjacent surfaces as closely as practicable using same type of paint. Painting, except as otherwise indicated, shall be limited to the areas that have been patched.

D. Where surfaces exposed by removals are to remain as exposed surfaces, paint such areas to match existing adjacent surfaces as closely as practicable using same type of paint.

3.5 REINSTALLATION

A. Where reinstallation of removed items is indicated, reinstall them to a condition equal to or better than their condition before removal.

END OF SECTION 01 7329

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether or not such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether or not it is clearly or explicitly shown.

1.2 SUMMARY

A. Section includes administrative and procedural requirements for the following:

B. Salvaging nonhazardous demolition and construction waste.

C. Recycling nonhazardous demolition and construction waste.

D. Disposing of nonhazardous demolition and construction waste

E. Related Requirements:

F. Section 01 5000 Temporary Facilities and Controls for environmental protection measures during construction

G. Section 02 4116 "Structure Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.

H. Section 021100 "Site Clearing" for disposition of waste resulting from site clearing and removal of above- and below-grade improvements.

I. Section 042000 "Masonry Veneer" for disposal requirements for masonry waste.

1.3 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.

C. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.

D. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.

E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.

F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE REQUIREMENTS

A. General: Develop waste management plan that results in end of Project rates for salvage/recycling of 75 percent by weight of total waste generated by the Work.

B. Each Contract shall prepare and submit a Construction Waste Management Plan (CWM) to the Director's Representative for approval. The CWM Plan shall outline the provisions to be implemented to recycle and salvage demolition and construction waste generated during the project.

C. Upon approval of the CWM Plan by the Director's Representative, it shall be implemented throughout the duration of the project, and documented in accordance with the SUBMITTALS Article below.

D. The Construction Waste Management Plan shall include, but not be limited to, the following components:

1. Listing of Targeted Materials: Develop a list of the waste materials from the Project that will be targeted for reuse, salvage, or recycling. The following materials shall be accounted for (materials that will not be recycled shall be indicated as such):

    a. Cardboard, paper, packaging.
    b. Acoustical Ceiling Tiles.
    c. Clean dimensional wood, palette wood.
    d. Beverage containers.
    e. Land clearing debris.
    f. Concrete.
    g. Stone.
    h. Concrete Masonry Units (CMU).
    i. Asphalt.
    j. Metals from banding, stud trim, ductwork, piping, rebar, roofing, windows, other trim, steel, iron, galvanized sheet steel, stainless steel, aluminum, copper, zinc, lead, brass, and bronze.
    k. Gypsum board.
    l. Carpet and pad.
    m. Paint.
    n. Asphalt roofing shingles if applicable for any existing building demolition.
    o. Rigid Foam.
    p. Glass.
    q. Plastics.
    r. Woods.

2. Landfill Information: Provide the name of the landfill(s) where trash will be disposed of and the applicable landfill tipping fee(s).

3. Sorting Method: Provide a description of the proposed means of sorting and transporting the recyclable materials (whether materials will be site-separated and self-hauled to designated centers, or whether mixed materials will be collected by a waste hauler and removed from the site for off-site sorting).

4. Packaging Waste: Provide an estimate of packaging materials generated, and note whether suppliers will eliminate or take back packaging.

5. Recycling facilities: Provide the name of the recycling facilities(s) where materials will be sent for recycling, how it will be recycled, and the applicable fee(s).

6. Additional Information: Include any additional information deemed relevant to describe the scope and intent of the CWM Plan to the Director's Representative.

7. Re-Used materials/Equipment: Materials or equipment to be removed from the site or turned over to the State which are classified as recycled materials shall be documented. Documentation shall include the materials turned over, weight or quantity of materials/equipment and a letter on company letterhead indicating the intended use of items.

8. Subcontractor Requirements: Construction Waste Management and recycling requirements shall be incorporated into all Subcontractor's contracts.

1.5 ACTION SUBMITTALS

A. Submittal Requirements:

1. A copy of the Construction Waste Management Plan, as defined in the PERFORMANCE REQUIREMENTS Article above shall be submitted within 30 days of date established from the Notice of Award.

2. In conjunction with payment applications, contractors shall submit a monthly Waste Management submission. This submission shall include waste receipts for the payment period and a completed Waste Management Form for the same payment period.

3. Calculations and supporting documentation to demonstrate end-of–project recycling rates meeting the requirements of the Construction Waste Management Plan. The process for recording and assembling documentation shall be as follows:

    a. Record and document the total weight (in tons) of all demolition and construction waste materials sent to the landfill. Monthly Waste Management Reporting Forms (sample included at the end of this Section identified as Exhibit "A") shall be used as the basis for determining the total amount of waste landfilled for the project. The monthly reporting forms shall specify:

        i. The number of dumpsters or other containers sent to the landfill for that month.

ii. The volume (in cubic yards) of each dumpster or container sent to the landfill for that month.

iii. The type of waste contained in each dumpster or container.

iv. The weight of the waste in each dumpster or container. If the weight of the waste is not directly measured for each dumpster or container, the following Solid Waste Conversion Factors shall be used to convert the volume of waste to weight:

Solid Weight Conversion Factors	
Mixed Waste	350 lbs/cubic yard
Wood	300 lbs/cubic yard
Cardboard	100 lbs/cubic yard
Gypsum Board	500 lbs/cubic yard
Rubble	1,400 lbs/cubic yard
Steel	1,000 lbs/cubic yard

v. Identification of the landfill. In addition, provide the name of the landfill that will be accepting the materials. Receipts or other proof of facility reception of materials is required.

b. Record and document the total weight (in tons) of all demolition and construction waste materials recycled or salvaged. Monthly Waste Management Reporting Forms shall be used as the basis for determining the total amount of waste recycled or salvaged for the project. The monthly reporting forms shall specify:

i. The number of dumpsters or other containers of recycled or salvaged materials for that month.

ii. The volume (in cubic yards) of each dumpster or container of recycled or salvaged materials for that month.

iii. The type of recycled or salvaged material contained in each dumpster or container.

iv. The weight of the recycled or salvaged material in each dumpster or container. If the weight of the material is not directly measured for each dumpster or container, the Solid Waste Conversion Factors listed for landfill waste above shall be used, where applicable, to convert the volume of material to weight. For materials not contained in the Solid Waste Conversion Factors above propose a conversion factor for review by the Director's Representative.

v. In addition, provide the name of the receiving facilities/companies that will be purchasing or accepting the recycled or salvaged materials. Receipts or other proof of facility reception of materials is required.

vi. For materials separated for recycling off-site, establish a method for tracking the weight of the recycled material. The method shall be included in the CWM Plan for the Director's Representative review and approval.

c. Calculate the end-of-project recycling rate percentage by dividing the recycled and salvaged waste (in tons) by the total waste generated (recycled, salvaged, and landfilled waste – also in tons), and multiplying by 100.

d. For materials turned over to others for reuse, provide documentation on company letterhead indicating the material(s), the quantity (either by weight or units), the date and the intended reuse of the product.

PART- 2 PRODUCTS (NOT USED)

PART- 3 EXECUTION

3.1 PLAN IMPLEMENTATION

A. The Contractor for Construction Work shall be responsible for the provision of containers and the removal of all waste, non-returned surplus materials, and rubbish from the site in accordance with the Waste Management Plan. The Contractor for Construction Work shall oversee and document the results of the Plan. The Prime Contractors shall be responsible for collecting, sorting, and depositing in designated areas, their waste, non-returned surplus materials, and rubbish, as per the Waste Management Plan.

B. Instruction. The Contractor for Construction Work shall provide on-site instruction of appropriate separation, handling and recycling, salvage, reuse and return methods to be used by all parties in appropriate stages of the Project.

C. Separation Facilities: The Contractor for Construction Work shall lay out a specific area(s) to facilitate separation of materials for potential recycling, salvage, reuse and return. Each potential material shall be collected and stored to avoid being mixed with other materials. Recycling and waste bin areas are to be kept neat and clean, and clearly marked.

D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

3.2 MEETINGS

A. Conduct Construction Waste Management meetings. Meetings shall include Subcontractors affected by the CWM Plan. At a minimum, waste management goals and issues shall be discussed at the following meetings:

1. Pre-construction meeting.

2. Regular job-site meetings.

B. Any non-compliant practices in the field will be addressed at regular job-site meetings.

3.3 MONTHLY WASTE MANAGEMENT REPORTING FORMS

A. Monthly Waste Management Reporting Forms, as required in the SUBMITTALS Article above, shall be submitted to the Director's Representative for review throughout the duration of the project.

3.4 SALVAGING DEMOLITION WASTE

A. Salvaged Items for Reuse in the Work:

1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers.

3. Store items in a secure area until installation.

4. Protect items from damage during transport and storage.

5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.

B. Salvaged Items for Sale and Donation: Not permitted on Project site.

C. Salvaged Items for Owner's Use:

1. Clean salvaged items.

2. Pack or crate items after cleaning. Identify contents of containers.

3. Store items in a secure area until delivery to Owner.

4. Transport items to Owner's storage area on-site designated by Owner.

5. Protect items from damage during transport and storage.

3.5 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.

2. Polystyrene Packaging: Separate and bag materials.

3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.

4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.

2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

C. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.

1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.

END OF SECTION 01 7419

Albany County Shaker Place & DPW New Vehicle Storage Facility (Exhibit "A")
Contractor C&D Waste Management Form
For Waste Generated On-Site

Company: _____

CONTACT: _____

Phone: _____

Material Description (Include packaging waste if applicable)	**Total Weight**	**% Reused on-site**	**% Recycled off-site**	**% Sent to landfill**	**Material Recipient**

Recycled Material: Material that would otherwise be destined for landfill but is diverted from the waste stream, reintroduced as material feedstock and reprocessed into new end products.

Reused Material: Materials that can be reused in their original form without any reprocessing.

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings and details to determine type and extent of work there is affecting the work of this section, whether or not such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether or not it is clearly or explicitly shown.

1.2 DESCRIPTION

A. Warranties shall include:

1. One-year warranty as required by General Conditions beginning at Substantial Completion.

2. Extended warranties required by various specification Sections.

B. Contractor shall review warranties for acceptance prior to final payment.

PART- 2 NOT USED

PART- 3 NOT USED

END OF SECTION 01 7500

PART- 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division-1 Specification sections, apply to work of this section.

B. Refer to other sections of the specification, drawings, and details to determine type and extent of work there is affecting the work of this section, whether or not such work is specifically mentioned in this section. It is the intent of this specification to include all labor and material required to complete this section whether or not it is clearly or explicitly shown.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:

B. Demonstration of operation of systems, subsystems, and equipment.

C. Training in operation and maintenance of systems, subsystems, and equipment.

D. Demonstration and training videotapes.

E. Unit Price for Instruction Time: Length of instruction time will be measured by actual time spent performing demonstration and training in required location. No payment will be made for time spent assembling educational materials, setting up, or cleaning up.

1.3 SUBMITTALS

A. Instruction Program: Submit two copies of outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

B. Qualification Data: For firms and persons specified in “Quality Assurance” Article to demonstrate their capabilities and experience. Include lists of completed project names and addresses, names, and addresses of architects and owners, and other information specified.

C. Attendance Record: For each training module, submit list of participants and length of instruction time.

D. Demonstration and Training Videos: Submit one copy at the end of each training module.

E. Identification: On each copy, provide an applied label with the following information:

F. Name of Project.

G. Name and address of photographer.

H. Name of Contractor.

I. Name of Contractor.

J. Date videotape was recorded.

1.4 QUALITY ASSURANCE

A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.

B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Division 1 Section "Quality Requirements," experienced in operation and maintenance procedures and training.

C. Photographer Qualifications: A professional photographer who is experienced photographing construction projects.

1.5 COORDINATION

A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations.

B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Contractor.

PART- 2 PRODUCTS

2.1 INSTRUCTION PROGRAM

A. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections, and as follows:

1. Equipment, including food-service equipment.
2. Fire-protection systems, including fire alarm.
3. Intrusion detection systems.
4. Heat generation, including boilers, feed water equipment, and pumps.
5. Refrigeration systems, including chillers, cooling towers, condensers, pumps and distribution piping.
6. HVAC systems, including air-handling equipment, air distribution systems and terminal equipment and devices.
7. HVAC instrumentation and controls.
8. Floor finish maintenance.

9. Electrical service and distribution, including transformers, switchboards, panel boards, uninterruptible power supplies, and motor controls.
10. Packaged engine generators, including transfer switches.
11. Lighting equipment and controls.
12. Communication systems, including intercommunication, surveillance, clocks and programming, and voice and data equipment.

B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following:

1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    a. System, subsystem, and equipment descriptions.
    b. Performance and design criteria if Contractor is delegated design responsibility.
    c. Operating standards.
    d. Regulatory requirements.
    e. Equipment function.
    f. Operating characteristics.
    g. Limiting conditions.
    h. Performance curves.
2. Documentation: Review the following items in detail:
    a. Operations manuals.
    b. Maintenance manuals.
    c. Identification systems.
    d. Maintenance service agreements and similar continuing commitments.
3. Emergencies: Include the following, as applicable:
    a. Instructions on meaning of warnings, trouble indications, and error messages.
    b. Instructions on stopping.
    c. Shutdown instructions for each type of emergency.
    d. Operating instructions for conditions outside of normal operating limits.
    e. Sequences for electric or electronic systems.
    f. Special operating instructions and procedures.
4. Operations: Include the following, as applicable:
    a. Startup procedures.

b. Equipment or system break-in procedures.

c. Routine and normal operating instructions.

d. Regulation and control procedures.

e. Control sequences.

f. Safety procedures.

g. Instructions on stopping.

h. Normal shutdown instructions.

i. Operating procedures for emergencies.

j. Operating procedures for system, subsystem, or equipment failure.

k. Seasonal and weekend operating instructions.

l. Required sequences for electric or electronic systems.

m. Special operating instructions and procedures.

5. Adjustments: Include the following:

    a. Alignments.

    b. Checking adjustments.

    c. Noise and vibration adjustments.

    d. Economy and efficiency adjustments.

6. Troubleshooting: Include the following:

    a. Diagnostic instructions.

    b. Test and inspection procedures.

7. Maintenance: Include the following:

    a. Inspection procedures.

    b. Types of cleaning agents to be used and methods of cleaning.

    c. List of cleaning agents and methods of cleaning detrimental to product.

    d. Procedures for routine cleaning.

    e. Procedures for preventive maintenance.

    f. Procedures for routine maintenance.

    g. Instruction on use of special tools.

8. Repairs: Include the following:

    a. Diagnosis instructions.

b. Repair instructions.

c. Disassembly; component removal, repair, and replacement; and reassembly instructions.

d. Instructions for identifying parts and components.

e. Review of spare parts needed for operation and maintenance.

PART- 3 EXECUTION

3.1 PREPARATION

A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual. Set up instructional equipment at instruction location.

3.2 INSTRUCTION

A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Contractor for number of participants, instruction times, and location.

B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.

C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.

1. Schedule training with Contractor with at least seven days' advance notice.

D. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

3.3 VIDEOS

A. Demonstration and Training Videos: Record instruction of Owner's personnel in the operation and maintenance of equipment and systems. Photographer shall select vantage points to best show equipment, systems and procedures demonstrated. Minimum recording time shall be one hour. Video shall be provided to the owner in both digital format and on DVD.

END OF SECTION 01 8200