

**COUNTY OF WESTCHESTER
NEW YORK
DIVISION OF ENGINEERING**

**ADDENDUM NO. 2
CONTRACT NO. 22-523**

**Infrastructure Rehabilitation – Phase 3
Playland Park
Rye, New York**

The attention of the bidders is directed to the following changes, additions, and/or substitutions affecting the above referenced contract.

A. RE: GENERAL CONTRACT INFORMATION

Item 1: RE: The General Requirements

Delete clause no. 3 “Required Time for Completion of the Work” in its entirety and **replace** with:

3. REQUIRED TIME FOR COMPLETION OF THE WORK

Notification to commence the work will require the mandatory submission of all the executed contracts and the Certificates of Insurance after receipt of authority to award.

The Contractor shall commence the work embraced in this contract within ten (10) days of the service of Notice by the County to do so and shall complete the said work by no later than **April 30, 2025**.

Item 2: RE: The Contract Drawings

To the list of Contract Drawings, **Insert**

Drawing # 1-118-G-752A-0 - *DRAWING LIST* [page 2] - Sheet # T-02A

B. RE: THE SPECIFICATIONS

Item 3: **Insert** the following sections:

01 00 00 - *Special Requirements*

01 12 17 - *Work Sequence, Restrictions and Maintenance of Operations.*

01 20 00 - *Price and Payment Procedures*

01 32 16 - *Construction Progress Schedule*

01 52 14 - *Engineers Field Office*

ADDENDUM NO. 2, cont'd
CONTRACT NO. 22-523
Infrastructure Rehabilitation – Phase 3

C. RE: THE DRAWINGS

Item 4: For the following drawings,

<u>DRAWING #</u>	<u>SHEET NAME</u>	<u>SHEET #</u>
1-118-T-751-0	COVER SHEET	T-01
1-118-G-752-0	DRAWING LIST	T-02
1-118-G-752A-0	DRAWING LIST	T-02A
1-118-G-753-0	ACCESSIBILITY DETAILS, GENERAL SYMBOLS AND ABBREVIATIONS	T-03
1-118-G-754-0	SITE PLAN & SCOPE OF WORK	T-04
1-118-G-755-0	FEMA MAPS	T-05
1-118-G-756-0	CONTRACTOR INFORMATION- CAPITAL CONTRACTS, SITE ACTIVITIES, AND SITE CONDITIONS	T-06
1-118-G-757-0	CONTRACTOR INFORMATION- SITE PLAN DETAIL	T-07
1-118-G-758-0	FIRESTOPPING DETAILS 1 OF 2	T-08
1-118-G-759-0	FIRESTOPPING DETAILS 2 OF 2	T-09

Delete the Contract Number indicated in the Title Block and **replace** with
Contract Number 22-523.

All provisions of the contract not affected by the foregoing shall remain in full force and effect.

COUNTY OF WESTCHESTER
DEPARTMENT OF PUBLIC WORKS AND
TRANSPORTATION

By: Hugh J. Greechan Jr., P.E.
Commissioner

Dated: September 22, 2022
WHITE PLAINS, NEW YORK

SECTION 01 00 00 - SPECIAL REQUIREMENTS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
1. This Section provides information on special requirements applicable to the Contract. In addition to the requirements shown on the Drawings and included in these Specifications, the information provided herein supplements the information provided in the Special Notices, the General Requirements, the Information for Bidders, and the General Clauses. References to other portions of the Contract Documents are provided for convenience and are not intended to be inclusive.
 2. The costs of complying with the requirements of this Section and all other requirements of the Contract shall be included in the Contractor's bid.

1.2 SPECIAL REQUIREMENTS

- A. The Rye Playland Park season generally is open between April 30 and October 3, seven days a week from 10 AM through 10 PM. No construction work will be permitted within the Park during these hours, with the exception of areas that are cordoned off with construction fencing.
- B. Emergency Calls: The Contractor shall provide the Owner with the phone numbers of at least three (3) responsible persons, to be used during non-working hours and weekends, who shall be in a position to dispatch men and equipment to the project in the event of an emergency.
- C. Construction Progress Schedule and Sequence of Construction: The Contractor's attention is directed to General Clause 45 – Sequence of Construction Operations. The Contractor shall conduct his work in a timely manner to ensure the completion of the project within the allotted time. Contractor shall submit a detailed Construction Progress Schedule in accordance with General Clause 44, and Section 01 32 16 – Construction Progress Schedule. No site activity or construction activity shall be permitted until the Construction Progress Schedule has been reviewed and accepted by the Engineer.
- 1.
- D. Protection of Utilities and Structures: The Contractor's attention is directed to General Clause 13 – Protection of Utilities and Structures. There are numerous underground facilities located within the work area. These facilities consist of pipelines, conduit, manholes and other facilities vital to the maintenance of operations at Rye Playland Park. The location of these facilities has been determined through survey, field observation and available drawings. It is not guaranteed that all underground facilities are shown on the Drawings and the location of the facilities shown on the Drawings cannot be guaranteed to be correct. All construction, excavation and demolition operations at or near underground facilities shall be in accordance with New York State Code Rule 53.

CONTRACT NO. 22-523
DIVISION 1 – GENERAL REQUIREMENTS

- E. Work in Existing Manholes:
1. All work in manholes or regulators shall be done in accordance with all OSHA regulations and guidelines and any other regulations and guidelines which may pertain.
 2. Any diversion of flow in the manholes or regulators must not restrict, reduce, or interfere with normal flow capacity.
 3. The Contractor shall take precautions to prevent materials and/or debris from entering the existing sewer pipes. Any damage to existing pipes or manholes caused by or resulting from the Contractor's operations shall be repaired at no additional cost to the Owner.
 4. The Contractor shall be responsible for all ice and snow removal and pavement or soil removal as necessary to gain access to manholes. Any pavement or soil removed from manhole covers shall be replaced unless otherwise directed by the Engineer.
- F. Permits: The Contractor’s attention is directed to General Clause 7 – Permits, Fees, Etc. The Contractor shall be responsible for compliance with all provisions of all necessary permits required for this work, including those obtained by the Owner and those obtained by the Contractor. Contractor shall become familiar with the provisions of the permits prior to bidding the Contract and shall include the costs of complying with the permits in the Contractor’s bid.
1. The Owner has applied for the following permits:

Permit Type	Permit	Permitting Agency	Notes
Building	Permit to Construct	WCDPW	Contractor required to obtain final building permit and Certificate of Occupancy

2. The Contractor shall obtain all other permits required for the work, including but not limited to transportation permits, certificates of inspection, street openings, and shall give such notices and shall pay all costs associated with obtaining and complying with the requirements of the permits.
 3. All work performed under this Contract shall conform to the rules and regulations of the Building laws of the County of Westchester and all other municipal departments having jurisdiction.
 4. The Contractor shall be responsible for coordinating with the Owner to determine the status of any permit applications.
- G. Existing Conditions: The Contractor’s attention is directed to Information for Bidders Article 3 – Pre-Bid Site Inspection. This Contract includes removals and modifications to existing building and structures. The Contractor must attend the mandatory pre-bid site inspection prior to submitting a Bid to satisfy himself regarding the existing conditions and the extent of work to be performed. It should be understood that the party or parties inspecting the site must assume all risks and liabilities contingent thereto.
1. The Contract Drawings were developed through survey, field observation and available drawings. It is not guaranteed that all existing features are shown on the

CONTRACT NO. 22-523
DIVISION 1 – GENERAL REQUIREMENTS

Drawings and the location and description of the features shown on the Drawings cannot be guaranteed to be correct. The Contractor shall verify the exact nature, character, quality and quantity of all conditions to be encountered. Any reliance upon the drawings and information made available by the Owner or the Engineer shall be at the Contractor's risk.

2. The Contractor agrees that he shall neither have nor assert against the Owner or Engineer any claim for damages for extra work or otherwise for relief from any obligation of this Contract based upon the failure by the Owner or Engineer to obtain or to furnish additional drawings or information or to furnish all drawings and information in the Owner's or Engineer's possession or based upon any inadequacy or inaccuracy of the drawings or information furnished.
- H. Hazardous Materials: An investigation has been conducted regarding the presence of hazardous materials, including asbestos containing materials, in the equipment and materials to be removed under this Contract. The Contractor shall review the environmental drawings and specifications prepared for this project and shall include in his bid the costs for the abatement and removal of the materials identified as required to permit the safe and lawful removal and disposal of the affected materials. The information contained in the report is not guaranteed and is provided for informational purposes only. A copy of the report is provided with the bid documents.
- I. Welding and other Hot Work: A Hot Work Permit shall be required for all welding, plasma cutting, torch cutting, copper sweating, brazing and other such activities. No welding, open flames or spark producing tools will be allowed to be used in any hazardous or classified areas unless special precautions are taken to isolate and declassify the area of work to non-hazardous per NEC, NFPA and local codes. The Contractor shall notify the Engineer, before any welding or similar work indoors begins, as to the location and nature of the work to be done. All welding and other hot work activities shall be performed in accordance with OSHA (29 CFR 1910.252) and other applicable Federal, State and local regulations. Personnel shall be specifically trained in each procedure to be utilized. A separate Hot Work Permit shall be issued for each task and for each day of a particular operation.
- J. Shop Drawings and Other Submittals: The Contractor's attention is directed to General Clause 44. Product submittals, construction layouts, fabrication drawings, coordination drawings, and other submittals required for the physical construction of the Work shall be submitted within 90 calendar days of the Notice to Proceed but not less than 60 calendar days before the date required for product procurement or construction coordination.
- K. Contractor's Onsite Facilities: Trailer and Storage areas, as shown on the Drawings, have been provided for the Contractor's use during the Contract for the establishment of the Contractor's field office as well as a laydown area for equipment and materials needed for the project. The available area onsite is limited and the Contractor may need to acquire facilities offsite for the storage of materials and equipment. No additional compensation will be made for offsite storage facilities. See Section 01 52 15 – Contractor's Field Facilities for additional requirements.

CONTRACT NO. 22-523
DIVISION 1 – GENERAL REQUIREMENTS

- L. Temporary Utilities: The Contractor’s attention is directed to General Clause 48 – Temporary Service. See Section 01 50 00 – Temporary Facilities and Controls, and Section 01 52 15 – Contractor’s Field Facilities for additional requirements.
1. Sanitary Facilities: The Contractor shall provide and maintain appropriate sanitary facilities for his employees, subcontractors, suppliers, vendors, consultants and other personnel that may be required on site. Provide water closets where water and sewer connections are available, otherwise, provide approved chemical or electric toilets. The Contractor or any of the individuals listed above shall not use the Owner’s sanitary facilities unless specifically permitted to do so. In the event that the Contractor is permitted to use the Owner’s sanitary facilities, Contractor shall be responsible for the maintenance of those facilities as directed by the Owner.
 2. Electrical Service: The Owner will provide electrical service to the Contractor through the existing electrical distribution to the extent practical. There will be no charge for using the plant’s electrical service. The Contractor shall provide temporary electrical connections as required at the locations designated by the Engineer or Owner. The availability of existing power may be limited and connection by the Contractor will not be permitted to disrupt the power supply to permanent Park facilities. In the event that sufficient power is not available from the existing sources, the Contractor shall provide electrical generators of sufficient capacity to meet his needs.
 3. The requirements specified herein shall take precedence over General Clause 48 – Temporary Service.
- M. Erosion and Sediment Control: The Contractor’s attention is directed to General Clause 14 – Protection of Water Resources & the Environment. Contractor shall provide and maintain all pollution prevention measures that may be required during the course of the Contract.
- N. Protection of Trees: The work of this Contract does not anticipate removal of any existing trees. Except where otherwise directed or shown, no trees shall be removed or damaged.
1. All trees that, in the opinion of the Engineer, have been damaged by the Contractor shall be removed and replaced by the Contractor at his own expense, to the satisfaction of the Owner.
- O. Control of Dust: The Contractor’s attention is directed to General Clause 46 – Protection. Rye Playland Park is historic and Contractor is to minimize dust from gathering at existing Park facilities.
- P. Noise: The Contractor shall take adequate measures for keeping noise levels produced by construction equipment and operations to safe and tolerable limits as set forth by the Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA), and the New York State Industrial Code Guidelines and Ordinances. Noise generated by construction activity shall be in compliance with the Noise Ordinance of the City of Rye. All construction equipment presenting a potential noise nuisance shall be provided with noise muffling devices.
- Q. Rights-of-Way: The Contractor’s attention is directed to General Clause 25 – Property Damage. The available working limits for the work of this Contract are on Westchester

CONTRACT NO. 22-523
DIVISION 1 – GENERAL REQUIREMENTS

County property or within public rights-of-way. The Contractor shall not trespass on private property without first obtaining the written permission of the property owner. Submit a copy of such permission to the Engineer prior to entering the premises.

- R. Lines, Grades and Elevations: Control lines, bench marks and elevations shall be set by a Licensed Land Surveyor registered in the State of New York employed by the Contractor. The Contractor shall verify benchmarks and develop and make all detail surveys needed for construction. Elevations of existing ground or existing structures as shown on the drawings are believed to be reasonably correct but are not guaranteed to be absolutely so, and therefore are presented only as an approximation. See Section 01 30 00 – Administrative Requirements for additional requirements.
- S. Spoil, Borrow and Construction Debris: Excavated material which, in the Engineer's opinion, is unfit to be used as backfill or embankment or which is in excess of the amount required under this Contract, shall be disposed of off-site, in accordance with all local, County, State and Federal laws, rules, regulations and permitting requirements. The cost of such disposal shall be included in the Contractor's bid.
- T. Water for Testing: The Contractor's attention is directed to General Clause 49 – Operating Tests. Water for testing shall be potable City water unless specified otherwise. The Owner will provide water for testing to the extent it is available. The Contractor shall provide all temporary connections and equipment to utilize the water for testing. If water is not available, the Contractor shall make all necessary arrangements for water.
- U. Project Record Documents: The Contractor's attention is directed to General Clause 53 – Record Drawings. During construction, the Contractor shall keep one full sized set of the Contract Drawings at the project site, on which he shall show all changes in, or directly associated with, the work under this Contract. The record drawings shall be made available at any time to the Engineer for his inspection, and the finished set of such drawings shall be delivered to the Engineer in concert with project closeout requirements, in accordance with General Clause 53 and Section 01 78 39 – Project Record Documents. The Owner reserves the right to withhold a portion of progress payments if record drawings are not maintained as specified herein.
- V. Certificate of Occupancy Requirements: The Contractor is to provide access to complete inspection of all various elements in order to obtain a Certificate of Occupancy. Contractor shall adjust and make necessary changes as per the Building Department in order to obtain a Certificate of Occupancy for each facility. Such work shall include the following and be deemed included in the Contractor's bid:
1. Concrete reports
 2. Wood framing/decking
 3. Steel certification
 4. Compaction report
 5. Fire alarm system
 6. Steel certification
 7. High strength bolts
 8. Fire standpipe connection
 9. Ventilation system sign-off
 10. Sprinkler system

CONTRACT NO. 22-523
DIVISION 1 – GENERAL REQUIREMENTS

11. Electrical inspection
12. Plumbing sign-off
13. Signage
14. Final survey
- 15.

– END OF SECTION –

SECTION 01 12 17 - WORK SEQUENCE, RESTRICTIONS AND MAINTENANCE OF PARK OPERATIONS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Work sequence and schedule requirements.
 - 2. Work restrictions.
 - 3. Milestone deadlines.

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Work sequence and construction schedule shall be submitted in accordance with Section 01 32 16 – Construction Progress Schedule.
- C. Written requests for shutdowns, including description of process elements or equipment for which shutdown is requested, date shutdown is requested, duration of shutdown, and detailed description of work that will be completed during shutdown. Submit a minimum of ten (10) days prior to the requested date of shutdown.

1.3 DEFINITIONS

- A. In Service: Process element is operating normally.
- B. Out of Service: Process element is not operating normally and/or has been isolated from the treatment process flowstream.
- C. The times indicated herein as days are consecutive calendar days, including normal working days, Saturdays, Sundays, and holidays. The times indicated herein as hours are consecutive hours and not normal working hours.

1.4 ENGINEER'S CONSTRUCTION SEQUENCE

- A. The Staging Plans shown on the Contract Drawings were developed to provide a path through the required work, while maintaining secondary system flow and treatment and to allow the Contractor to schedule and perform the work of the Contract. Contractor's bid shall be based on the staging plan shown on the Drawings. Contractor is free to submit an alternate staging plan provided that the alternate plan complies with all conditions stated herein. The Contractor shall investigate the extent and character of the Work and shall plan and prepare his own sequence of construction and construction schedule in accordance with the requirements of this Section and Section 01 32 16 – Construction Progress Schedule.

CONTRACT NO. 22-523
DIVISION 1 – GENERAL REQUIREMENTS

1.5 GENERAL REQUIREMENTS

- A. Protect existing structures, equipment and piping within or adjacent to work areas from dust, water, snow and ice and to maintain ventilation and heating. Such protection may include but not be limited to temporary enclosures, framing, shielding and appurtenances. Access by Park personnel to facilities shall be maintained at all times.
- B. Coordinate the work of all trades to determine the sequence necessary to permit installation of the various elements of the Work and to protect items already installed.
- C. The Contractor shall provide all labor and equipment including commercial grade street sweeping equipment to clean all paved areas of Playland Park:
 - 1. Two weeks prior to the Park opening for the 2023 Season
 - 2. Two weeks prior to the Park opening for the 2024 Season
 - 3. Two weeks prior to the Park opening for the 2024 Season

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION

- 3.1 Contractor shall commence work on this contract including but not limited to: shop drawing submittals, mobilization, field work, as soon as the Contractor receives Notice to Proceed.
- 3.2 Field work to commence immediately on receipt of Notice to Proceed. The commencement dates provided below are for coordination purposes only and NTP may be +/- 30 days from the date indicated. All other dates are required as indicated.
- 3.3 North Arcade/Burger Barn
 - a. Work to commence on February 1, 2023
 - b. Work to complete January 31, 2024
 - c. Facility available for work, behind construction fencing, during the 2023 Park Season
- 3.4 Southeast Arcade
 - a. Work to commence on February 1, 2023
 - b. Work to complete March 30, 2024
 - c. Facility available for work, behind construction fencing, during the 2023 Park Season
- 3.5 Restaurant Kitchen
 - a. Work to commence on October 16, 2023
 - b. Work to complete January 30, 2025

CONTRACT NO. 22-523
DIVISION 1 – GENERAL REQUIREMENTS

- c. Facility available for work, behind construction fencing, during the 2024 Park Season

3.6 Dragon Coaster Vendor / CXA / Towers 6 & 7

- a. Hazmat abatement work to commence February 1, 2023, and be completed by March 15, 2023.
- b. Dragon Coaster Ride to be fully restored to operational status by April 7, 2023.
- c. All structures to be made safe for Park operations by April 7, 2023.
- d. Work to resume September 11, 2023.
- e. All work to be completed by May 15, 2024.
- f. No work may be conducted during the 2023 Park Season.

3.7 CXD

- a. Work to commence on September 9, 2024
- b. Work to complete April 30, 2025

3.8 CXE

- a. Work to commence on September 9, 2024
- b. Work to complete April 30, 2025

3.9 CXF

- a. Work to commence on September 9, 2024
- b. Work to complete April 30, 2025

3.10 CONSTRUCTION PROGRESS MILESTONE DEADLINES

- A. In addition to the Contract deadline, the following milestone deadlines apply to specific elements of the Work.

No.	Milestone Description	Milestone Deadline
1.	North Arcade/Burger Barn	January 31, 2024
2.	Southeast Arcade	March 30, 2024
3.	Restaurant Kitchen	January 30, 2025
4.	Dragon Coaster Vendor, CXA, Towers 6 & 7	May 15, 2024
5.	CXF	April 30, 2025
6.	CXD & CXE	April 30, 2025

- B. Milestone deadlines shall be indicated on the Construction Progress Schedule and the anticipated completion date shall be updated with the schedule on a monthly basis.
- C. Failure to meet the specified Milestone Deadlines or failure to maintain progress towards the completion of the Work by the Contract Deadline may result in the withholding of progress payments or portions of progress payments until such deficiencies are corrected.

– END OF SECTION –

CONTRACT NO. 22-523
DIVISION 1 – GENERAL REQUIREMENTS

- NO TEXT ON THIS PAGE -

SECTION 01 20 00 - PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Payment Items.
 - 2. Lump Sum Breakdown.
 - 3. Applications for payment.

1.2 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Lump Sum Breakdown: provided within fifteen (15) days of the Notice to Proceed.
- C. Payment Estimates.
- D. Proposals for Work under Payment Item W800, as may be required during the Contract.

1.3 PAYMENT ITEM DESCRIPTIONS

- A. PAYMENT ITEM NO. A – General Work – Lump Sum
 - 1. For providing all labor, material and equipment necessary to complete all work as shown on the Contract drawings and in accordance with the specifications.
 - 2. Submit a detailed lump sum breakdown as specified in this Section for Work included under this Item. The accepted lump sum cost breakdown shall be used as the basis for payment for Work under this Item.
 - 3. The lump sum included on the Proposal Form shall include all work required to construct the improvements shown on the Contract Drawings and included in the Contract Specifications including all incidentals, temporary facilities, testing of materials and equipment, project administration, overhead and profit, and the fulfillment of all project requirements. Do not include work included in other payment items.
 - 4. Payments under this Item will be made based on the accepted Lump Sum Breakdown and the percentage of Work actually completed as determined by the Engineer.
 - 5.
- B. PAYMENT ITEM NO. B – Payment for Bonds and Insurance
 - 1. Refer to General Requirements, Article 5 – Payment for Bonds and Insurance.
- C. PAYMENT ITEM NO. W800 – Miscellaneous Additional Work – Allowance
 - 1. Refer to Information for Bidders, Article 14 – Miscellaneous Additional Work
- D. PAYMENT ITEM NO. W851 – Testing of Materials and Field Testing Equipment

CONTRACT NO. 22-523
DIVISION 1 – GENERAL REQUIREMENTS

1. Refer to Section 1: General Requirements and Proposals No. 6: Item W851 – Testing of Materials and Field Testing Equipment

1.4 LUMP SUM BREAKDOWN

- A. Provide a Lump Sum Breakdown in accordance with Article 20 of the Information for Bidders and the requirements of this Section.
- B. A detailed, itemized breakdown of the costs which make up each lump sum Payment Item shall be provided to the satisfaction of the Engineer.
- C. The Lump Sum Breakdown shall be provided in tabular format and shall include, as a minimum, the itemization of the work of the individual trades (e.g., Process Mechanical, Structural, Architectural, Electrical, Instrumentation, HVAC, Plumbing and Civil/Site) and shall be grouped according to the work required for the construction of each of the facilities included in this project (e.g., CXA, CXD, CXE, CXF, etc.). Include within each line item the direct proportional amount of overhead and profit. The Lump Sum Breakdown shall also include separate line items for fulfilling the general requirements of the project including but not limited to mobilization, bonds, insurance, submittals, construction photography, construction progress schedule, Engineer's Field Office, Contractor's field facilities, and other similar requirements in Division 1 of the Specifications.
- D. The summation of the itemized costs shall equal the cost for each lump sum Payment Item indicated on the Bid Proposal Form. The Lump Sum Breakdown shall be used as the basis of payment for lump sum payment items.
- E. A sum sufficient, as determined by the Engineer, shall be set aside for the preparation and submission of approved final "As-Built," record drawings, guarantees, warranties, and operation and maintenance manuals.

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION

3.1 APPLICATIONS FOR PAYMENT

- A. Payment Estimates shall be submitted in accordance with Article 22 of the Information for Bidders and the requirements of this Section.
- B. Payment Estimates shall be submitted on forms obtained from the Owner. One (1) original and two (2) copies shall be provided.
- C. Each Payment Estimate shall be submitted with all supporting documentation and forms as may be required by Owner.

CONTRACT NO. 22-523
DIVISION 1 – GENERAL REQUIREMENTS

- D. Prior to submitting any Payment Estimate, Contractor's Site Superintendent shall review with the Engineer the percentages of completion for each line item of the Lump Sum Breakdown. The agreed upon percentage of completion shall be the basis for each Payment Estimate.
- E. An updated Construction Progress Schedule shall be submitted with each Payment Estimate. Failure to meet the Milestone Deadlines specified in Section 01 12 17 – Work Sequence, Restrictions and Maintenance of Operations, or failure to maintain progress towards the completion of the Work by the Contract Deadline may result in the withholding of progress payments or portions of progress payments until such deficiencies are corrected.

3.2 APPLICATION FOR FINAL PAYMENT

- A. Final Payment Estimate shall be submitted in accordance with Article 22 of the Information for Bidders and the requirements of this Section.
- B. Final Payment Estimate shall be submitted on forms obtained from the Owner. One (1) original and two (2) copies shall be provided.
- C. Final Payment Estimate shall be submitted with all supporting documentation and forms as may be required by Owner.
- D. Prior to submitting the Final Payment Estimate, Contractor's Site Superintendent shall certify to the Engineer in writing that the various items of outstanding Work have been completed as per the punchlist(s) issued by the Engineer.
- E. Prior to submitting the Final Payment Estimate, Contractor shall submit all required closeout documentation as specified in Section 01 70 00 – Execution and Closeout.

- END OF SECTION -

CONTRACT NO. 22-523
DIVISION 1 – GENERAL REQUIREMENTS

- NO TEXT ON THIS PAGE -

SECTION 01 32 16 - CONSTRUCTION PROGRESS SCHEDULE

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Construction Progress Schedule.
 - 2. Two-Week Look-Ahead Schedules.

1.2 REFERENCES

- A. The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry, Washington, D.C., The Associated General Contractors of America (AGC).

1.3 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.

Within five (5) work days of the Notice to Proceed, submit preliminary Construction Progress Schedule defining planned operations for first 60 days of the Contract, with a general outline for remainder of the Contract. The Work Breakdown Structure (WBS) shall have a separate schedule for each project structure.
- B. Within twenty (20) work days of the Notice to Proceed, submit proposed complete Construction Progress Schedule for review and approval. Include written certification that major mechanical, structural and electrical Subcontractors have reviewed and accepted proposed schedule. Once accepted by the Engineer, this shall become the Baseline Schedule.
- C. Failure to submit Baseline Schedule showing completion consistent with Contract completion dates may be a basis for immediate default.
- D. Submit Construction Progress Schedule on a monthly basis.
- E. If requested by the Engineer, submit updated Construction Progress Schedule within 48 hours of request.
- F. Submit Two-Week Look-Ahead Schedules 24 hours prior to every progress meeting.

1.4 QUALITY ASSURANCE

- A. The Critical Path Method (CPM) shall be used to control the progress and time fixed for completion of the project.

PART 2 EXECUTION

2.1 MAINTAINING CONSTRUCTION PROGRESS SCHEDULES

- A. The Schedule shall include all items of work, including the work of subcontractors, scheduled to be worked on during the previous monthly period including shop drawings, material procurement, demolition, installation, testing, etc., and any contract modifications that may have been issued during this period. This information shall be evaluated and compared with the original Construction Progress Schedule, new computer input data shall be prepared and a new computer run made to analyze the effect of any changes on the scheduled project completion time.. The updated Construction Progress Schedule and any required supporting data shall be promptly forwarded to the Engineer with a monthly Schedule Status Report.
- B. Contractor shall maintain a detailed record of the actual start and finish dates of construction activities
- C. The Submittal Schedule specified in Section 01 33 00 – Submittal Procedures shall be tracked by the Construction Progress Schedule. The Schedule shall indicate the outstanding submittals negatively impacting the schedule.

2.2 SCHEDULE STATUS REPORT

- A. The updated Construction Progress Schedule and a detailed Schedule Status Report shall include the following information:
 - 1. Indicate progress of each activity to date of revision, with projected completion date of each activity. Update diagrams to graphically depict current status of Work.
 - 2. Identify activities modified since previous submittal, major changes in Work, and other identifiable changes.
 - 3. Evaluate project status to determine work behind schedule and work ahead of schedule.
 - 4. Indicate changes required to maintain the Contract Deadline.
 - 5. Submit sorts required to support recommended changes.
 - 6. Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken or proposed and its effect including effects of changes on schedules of subcontractors.

2.3 CONSTRUCTION PROGRESS SCHEDULE

- A. The Construction Progress Schedule shall be prepared using network analysis diagrams and supporting mathematical analyses using Critical Path Method (CPM), under concepts and methods outlined in AGC's "The Use of CPM in Construction - A Manual for General Contractors and the Construction Industry".
- B. The Construction Progress Schedule shall be prepared using the latest version of an industry-accepted software package for the preparation of CPM schedules, such as Project by Microsoft, Primavera by Oracle, or Timberline by Sage CRE, or other industry-accepted software. A licensed copy of the software package that will be utilized

CONTRACT NO. 16-510
DIVISION 1 – GENERAL REQUIREMENTS

by the Independent Scheduler shall be provided and maintained on one (1) computer in the Engineer's Field Office for the exclusive use of the Engineer.

- C. Illustrate order and interdependence of activities and sequence of work; how start of given activity depends on completion of preceding activities, and how completion of activity may restrain start of subsequent activities.
- D. Illustrate complete sequence of construction by activity, identifying work of separate stages. Indicate dates for submittals and return of submittals; dates for procurement and delivery of critical products; and dates for installation and provision for testing. Include legend for symbols and abbreviations used.
- E. Mathematical Analysis: Tabulate each activity of detailed network diagrams, using the actual calendar dates of the Contract, and identify for each activity:
 - 1. Preceding and following event numbers.
 - 2. Activity description.
 - 3. Estimated duration of activity,
 - 4. Earliest start date./Actual Start Date
 - 5. Earliest finish date./Actual Finish Date
 - 6. Activity Predecessor
 - 7. Identify activities on the Critical Path
 - 8. Total and free float; accrue float time to Owner and to Owner's benefit.
 - 9. Responsibility.
 - 10. Indicate if activity is on 5 day or modified work week schedule
- F. As requested by Engineer prepare Schedule sorts: For Example
 - 1. By preceding work item or event number from lowest to highest.
 - 2. By longest float, then in order of early start.
 - 3. By responsibility in order of earliest possible start date.
 - 4. In order of latest allowable start dates.
 - 5. In order of latest allowable finish dates.
 - 6. Contractor's periodic payment request sorted by specifications sections.
 - 7. Listing of basic input data generating report.
 - 8. Listing of activities on critical path.
- G. Outstanding Submittals: The Construction Progress Schedule shall track the Submittals Schedule and shall indicate outstanding submittals required for critical path items. See Section 01 33 00 – Submittal Procedures for additional information.
- H. If requested by the Engineer, prepare more detailed schedules for each facility or major portion of the work or as directed by the Engineer.

2.4 CONTRACTOR TWO-WEEK LOOK-AHEAD SCHEDULES

- A. Contractor shall prepare, detailed list of the activities that will be completed in the short term including dates the work will be performed and the subcontractor that will be performing the work, if applicable.

CONTRACT NO. 16-510
DIVISION 1 – GENERAL REQUIREMENTS

- B. Two-week look-ahead schedules shall begin on a Monday and shall include all anticipated activities and durations in days for the following two weeks, including weekends if applicable. Shutdowns required during the look-ahead period shall be identified.

- C. Schedules shall be submitted every week, and cover the next two weeks. The two week look ahead shall identify
 - 1. Any off hour work
 - 2. Any deliveries or activities requiring special logistics, such a crane operations
 - 3. Requirement for scheduling of special inspections
 - 4. Certification that all permits are in place for the activities
 - 5. Identification of trades
 - 6. Coordination with any other onsite or nearsite activities; such as power shut downs

- END OF SECTION -

SECTION 01 52 14 – ENGINEER'S FIELD OFFICE

PART 1 - GENERAL

1.01 DESCRIPTION

A. Work Specified

1. This section includes the furnishing and maintenance of a field office trailer by the Contractor for the exclusive use of the Engineer, his assistants, and the Owner. The Contractor is responsible for the following items:
 - The field office trailer shall be ready for occupancy prior to starting work in the field.
 - The office and equipment shall be furnished and maintained through the date specified herein.
 - Operating expenses during the Contract period including electrical power, and cleaning service, associated with the field office trailer.
 - Maintenance and fitout shall be for the existing trailer on site.

1.02 SUBMITTALS

- A. Manufacturer's information, including catalog cuts and specifications, for all equipment to be furnished shall be submitted within 15 days of the award of the Contract. The shop drawings shall show the layout, furnishings and facilities of the field office trailer and all information concerning how the contractor proposes to furnish the required utilities.

PART 2 – PRODUCTS

2.01 OFFICE EQUIPMENT & FURNISHINGS

- A. The following office furnishings shall be provided:
1. Two (2) three-drawer, lockable filing cabinet.
 2. One (1) heavy-duty bookcase, 36"W x 72"H, with a minimum of three (3) adjustable shelves.
 3. Two (2) Dry erase board, minimum 36" x 24", with markers and eraser.
- B. The following office equipment shall be provided:
1. One (1) table-top, heavy duty, laser all-in-one printer, with printer/scanner/copier capability. Machine shall be capable of printing/copying a minimum of ten (10)

CONTRACT NO. 22-523
DIVISION 01 – GENERAL REQUIREMENTS

pages per minute. Printer shall be manufactured by Xerox, Hewlett Packard, or approved equal.

- C. The following special equipment shall be provided:
1. Two (2) ten-pound class ABC fire extinguisher. Fire extinguisher shall be Factory Mutual (FM) or Underwriters Laboratories (UL) listed and labeled. Contractor shall provide servicing as required in accordance with fire codes and manufacturer's recommendations.
 2. One (1) first aid kit. Provide all-purpose first aid kit.
 3. One (1) five gallon capacity bottled drinking water cooler shall be furnished to provide both hot and cold water.
 4. One (1) refrigerator, top freezer style, minimum 10.1 cu. Ft capacity with adjustable electronic temperature control system.

2.02 OFFICE SUPPLIES

- A. The following supplies shall be furnished and maintained by the Contractor, for the exclusive use of the Engineer and/or Owner at the field office.
1. Standard copy paper for printer/copier: 8.5" x 11" and 11" x 17", 20-lb, white, minimum 92 (U.S.) brightness. Paper shall have a minimum post-consumer recycled content of 25%. A minimum of two (2) cases of paper shall be on hand at all times.
 2. Toner for printer. A minimum of one (1) replacement toner cartridge shall be on hand at all times.
 3. Four (4) reserve bottles of drinking water for water cooler shall be on hand at all times.
 4. Twelve (12) cushioned folding chairs.
 5. Cleaning of field office restroom two (2) times each week.

PART 3 - EXECUTION

3.01 MAINTENANCE

- A. The maintenance of the office shall include but not be limited to:
1. Provide high speed internet service.
 2. Snow removal in the winter (if necessary).
 3. Janitorial services including sweeping and washing of floor of office, emptying waste baskets not less than weekly.
 4. Any other supplies which need replenishing during the contract term. These shall include but not be limited to the following:
 - Clear and plastic water cooler cups
 - 12 oz coffee cups

CONTRACT NO. 22-523
DIVISION 01 – GENERAL REQUIREMENTS

- Coffee pods
 - paper towels
 - hand towels
 - toilet paper
 - tall kitchen garbage bags
- B. Maintenance of the Engineer's Field Office shall commence immediately following notice to proceed. Contractor shall be responsible for the maintenance through the end of the contract period or the date of Substantial Completion, whichever is later.

- END OF SECTION -

CONTRACT NO. 22-523
DIVISION 01 – GENERAL REQUIREMENTS

- NO TEXT ON THIS PAGE -