

RENOVATION of the BOILER PLANT at the **FINKELSTEIN MEMORIAL LIBRARY**

OWNER: Board of Trustees
Finkelstein Memorial Library
Denet Alexandre, Board President
Laura Wolven, Library Director
Rae Mirabal , Building and Grounds
24 Chestnut Street
Spring Valley, NY 10977
Telephone: (845) 352-5700
Email: rmirabal@rcls.org

ENGINEER: Perillo Associates
Anthony Bruni, PE
39 Fields Lane
North Salem, NY 10560
Telephone: (914) 769-0700
Email: tony@perilloassociates.net

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that pursuant to a resolution of the Board of Trustees of the Finkelstein Memorial Library, Rockland County, Spring Valley, New York sealed bids will be received at the Library's Administrative Offices, 24 Chestnut Street, Spring Valley, NY until 2:00 pm on June 26, 2024, at which time and place bids will be publicly opened and read for:

RENOVATION of the BOILER PLANT at the THE FINKELSTEIN MEMORIAL LIBRARY

Copies of the Plans, Specifications, Contract Documents and Bidding Forms may be obtained at the Finkelstein Library.

PLEASE TAKE NOTICE that the bids and proposals must be accompanied by a statement of Non-Collusion in conformity with the requirements of Section 103-d of the General Municipal Law

The Library Board of Trustees reserves the unrestrictive right to accept or reject any or all bids and waive any informalities therein.

Laura Wolven, Library Director

Dated 6/5/24

Spring Valley, NY

SECTION A - INSTRUCTIONS TO BIDDERS

.01 INVITATION

- A. Sealed proposals are invited by the Finkelstein Memorial Library (Owner) for the Renovation of the Boiler Plant at the Finkelstein Memorial Library, Spring Valley, NY 10977, as listed in these Specifications.
- B. To be entitled to consideration, each proposal must be made in accordance with the following Instructions, and failure to comply with any part of such Instructions shall be held by the Owner as sufficient cause for the rejection of said Bid.
- C. Bids will be received at the place, date, and time stated below.
 - 1. PLACE: Finkelstein Memorial Library
24 Chestnut Street
Spring Valley, NY 10977
Attn: Mr. Rae Mirabal
(845) 352-5700, Ext. 223
 - 2. DATE: June 26, 2024
 - 3. TIME: 2:00 PM (Prevailing Time)
- D. Proposals shall be made upon the forms provided herein, and all blank spaces in the forms shall be fully completed; sums shall be recorded both in WRITING AND NUMERICALLY, the signature shall be in long hand; and the completed forms shall be without erasure or deletions unless initialed by Bidder.
- E. The proposal shall state whether the Bidder is a corporation or partnership or otherwise; if a corporation, under laws of what State and affix the corporate seal; if a co-partnership, the full name of all partners, or, if an assumed name, shall give the full name or names of all interested parties.
- F. The proposal shall be enclosed and sealed in an opaque envelope and marked with the name of the Bidder and the name of the Project, and addressed to Parkview Owners Inc. Condominium, before the date and time noted above.
- G. Each Bidder must submit a Base Bid. In addition, each bidder must also submit an Alternate Bid for each Alternate proposed in the Specifications, and a "Unit Price" amount, where applicable. The Owner expressly reserves the right to entirely reject any bid submission for which Bidder has not provided a Base Bid, a bid for each Alternate proposed, (if any) and "Unit Price" amount (if any).

- H. Before submitting a bid, the Bidder shall carefully examine all Drawings and Specifications, the Form of Agreement between Owner and Contractor, and visit the site and fully become informed as to all existing conditions and limitations. All work shown or implied on the Drawings and/or Specifications is subject to the actual conditions at the job, and failure to visit the site and fully become acquainted with all said conditions, and to examine the bid documents, will in no way relieve the Bidder of his responsibility to properly execute the work in accordance with bid documents.
- I. The Owner reserves the right to reject any or all bids and to waive any formalities, or to accept any proposal by any Bidder which in the opinion of the Owner will be in its best interest, even if such an award is the other than the lowest bidder.
- J. Should the Bidder find discrepancies in, or omissions from, the Drawings or other documents, or should such Bidder fail to understand any part or clause of said Drawings, Specifications, or Documents, he shall notify the Engineer who will send further instructions, if necessary, to all Bidders. Neither the Owner nor the Engineer shall be responsible for any oral instructions.
- K. All bids shall be made and submitted upon the blank forms bound within the Specifications (or copies of same). The contractor shall prepare additional copies as may be required.
- L. Schedule of Insurance:
1. If awarded the job, The Bidder shall be required to furnish and maintain, at his own expense, insurance in the name of 609-611-615 Owner's Corp., its officers, agents, and employees in the following amounts:

Workers Compensation - Statutory
Employer's Liability - \$1,000,000
Comprehensive General Liability - Combined Single - \$1,000,000
Limit Bodily Injury - Property Damage
 Per Occurrence \$1,000,000
 Annual Aggregate \$1,000,000
Automobile Combined Single Limit Bodily Injury Property Damage
 Per Occurrence \$1,000,000
 Annual aggregate \$1,000,000
 2. Public liability property damage should include coverage for loss from collapse of buildings and damage to underground property.

3. Upon the failure of the Contractor to furnish, deliver and maintain such insurance, his contract may, at the election of the Owner, be forthwith declared suspended, or terminated.
4. Failure of the Contractor to take out and maintain any required insurance shall not relieve the Contractor from any liability under the contract, nor shall this insurance requirement be construed to conflict with obligations of the Contractor concerning incompleteness. All required insurance must be in effect and continued during the life of the contract. Proof to be submitted to Owner annually.
5. The Contractor's policy shall include:
 - a. Finkelstein Memorial Library shall be named as an additional insured.
 - b. An endorsement as to the description of the work and contract number.
 - c. An endorsement that the Contractor will pay the insurance premium.
 - d. An endorsement that the insurance company will give at least 30 days written notice to the Finkelstein Memorial Library, prior to modification or cancellation of any such policy.

Proper certificates of insurance will be accepted, provided they contain the necessary endorsements of the items noted above.

 - e. All required insurance must be in effect and continued so during the life of the contract, at the Contractor's expense, and is subject to the approval of the Owner's Attorney as to adequacy, and correctness.
 - f. **NO PAYMENT WILL BE MADE TO THE CONTRACTOR UNTIL THE SUBMISSION AND APPROVAL OF THE CERTIFICATES OF INSURANCE.**
 - g. No payment without a lien waiver.

M. Risks and Indemnifications Assumed by the Contractor:

The Contractor shall purchase insurance for the Owner, its officers, agents and employees, against the following distinct and several risks, whether they arise from acts or omissions of the Contractor, of the Owner, or of third persons, excepting only risks which result solely from affirmative, willful acts of the Owner subsequent to the acceptance of the proposal:

1. The risk of loss or damage to the work prior to final payment. In the event of such loss or damage, the Contractor shall forthwith repair, replace and make good the work without cost to the Owner.
2. The risks of injuries or damage, direct or unintended, to the Owner, its officers, agents, and employees, and to its or their property, arising out of or in connection with the performance of; the work, whether sustained before or after final payment. The Contractor shall indemnify the Owner, its officers, and employees for all such injuries and damages and for all loss suffered by reason thereof.
3. The risk of claims and demands, just or unjust, by third persons against the Owner its officers, and employees, arising or alleged to arise out of the performance of the work as well as for the use of patents, patented articles, equipment or process, or a combination of any, and all the aforesaid, whether made before or after final payment.

The present undertaking of the Contractor shall be construed to extend to and to include claims and demands made or threatened to be made by; third persons against the Owner, or any of its employees, against and from all such claims and demands and for all loss and expense incurred by it and them in the defense, settlement, or satisfaction thereof. Neither the acceptance of the completed work nor payment therefore shall release the Contractor from his obligation under the Schedule, provided, however, that the risks and indemnifications assumed by the Contractor shall not insure directly or indirectly to the benefit of any insurer under policies of insurance issued in compliance with this contract.

N. Time of Performance

1. By submission of his bid, the Contractor agrees to complete the work indicated in the Drawings and Specifications on or before November 15, 2024.

O. Commencement of Work

1. The work shall commence within Five (5) Days of the Award of Contract.

P. Request for Extension

1. Any request for an extension of time must be in writing and accompanied by a release from the bonding company involved, if applicable.

Q. Bidding Documents

1. The bidding documents consist of the Drawings, Specifications, and Addenda, if any, issued during the bidding period.

R. Site Visit

1. An individual Pre-Bid Site Visit for the benefit of the Bidders may be scheduled with Anthony Bruni @ 914-319-1828, or tony@perilloassociates.net to review the project.
2. The Contractor may also visit the site at his own schedule by contacting Rae Mirabal, the Superintendent @ 845-352-5700, or rmirabal@rcsls.org to visit the project.

S. Prevailing Wage Requirements

1. The Contractor is hereby notified that the current New York State Wage Rate Schedule applies to this Project.
2. The Contractor shall submit with his requisitions, certified worker wage payment statements based on the current NYS Prevailing Wage Rates.
3. These rates are minimum rates; the Owner will not consider any claims for additional made by the Contractor in excess of the applicable rate contained in the Contract.
4. Prevailing Wage Rates can be found on the NYS Labor Dept. Website using the link: [https://dol.ny.gov/public-work-and-prevailing wage](https://dol.ny.gov/public-work-and-prevailing-wage).

END OF SECTION A

SPECIFICATIONS

PROPOSAL FORMS

CONTRACT

RENOVATION of the BOILER PLANT

at

FINKELSTEIN MEMORIAL LIBRARY

SPRING VALLEY, NEW YORK

Bidder's Name (legal name of firm)

Date: _____

Finkelstein Memorial Library
Spring Valley, New York

Gentlemen:

The undersigned, as Bidder, proposes to furnish all labor, material, equipment, and services to perform the Contract for the Renovation of the Boiler Plant at the Finkelstein Memorial Library, Spring Valley, NY, in accordance with the Drawings and Specifications prepared by Perillo Associates, Mechanical Engineers, 39 Fields Lane, North Salem, New York, for the sums set forth in the following schedule.

It is understood that you (the Owner) have the privilege of accepting or rejecting the Bid for any reason whatsoever.

The Bid Proposal shall be valid and remain in effect for 45 days after the date of opening of bids.

SCHEDULE OF PROPOSALS

BASE BID NO. ONE

State the amount to perform all work for the Base Bid, as indicated on the Drawings and Specifications, for the Renovation of Boiler Plant at the Finkelstein Memorial Library, Spring Valley, NY, New York.

\$ _____ (Numbers)

_____ (Words)

BIDDER'S DECLARATIONS:

In connection with this proposal, Bidder declares:

- a. The Bidder is well acquainted with the Contract Documents, and all matters pertinent to the submission of a competent bid:
- b. That he has inspected the site, and is aware of and is satisfied with, all existing conditions.
- c. That he has received addenda as supplements to the Contract Documents as follows and he has verified that no other addenda have been issued:
- d. That he will enter into a contract for the performance of said work in accordance with the Contract Documents, and within 10 days after receipt of written notice of award of Contract.

Respectfully Submitted,

Bidder

By: _____

(Seal)

P.O. Address: _____

Attest: _____

Title

If a Corporation --

Is it incorporated in the State of New York?

Yes or No

If not, has a certificate of doing business been filed in the State of New York?

Yes or No

RESOLUTION AUTHORIZING SUBMISSION
OF BIDS BY CORPORATION

Finkelstein Library
Boiler Plant Renovation

Resolves that _____ be
(Name of Individual)

authorized to sign and submit the bid or proposal of this corporation for the Renovation of the
Boiler Plant at the Finkelstein Memorial Library, Spring Valley, New York.

The forgoing is a true and correct copy of the resolution adopted by: _____
corporation at a meeting of its Board of Directors held on the _____

NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid or proposal, the bidder certifies that: (a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; (b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed prior to the opening of bids or proposals for this project to any other bidder, competitor or potential competitor; (c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal further, certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to persons signing, authorizing the execution of this certificate by the signatory of this bid or proposal on behalf of the corporate bidder, I hereby affirm that the foregoing statements are true.

Signature: _____

Title: _____

END OF SECTION B

SECTION C - GENERAL CONDITIONS

.01 DEFINITIONS

- A. The Contract Documents consist of the Agreement between the Owner and the Contractor; General and Special Conditions of the Contract; Specifications; Drawings; addenda issued prior to execution of the Contract, other documents which may be listed in the Contract; and Modifications issued after the execution of the Contract. A "Modification" is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Engineer. These documents form the Contract and are as fully binding on both parties to the Contract as if the documents had been fully set forth therein.
- B. The term "Owner", as used herein, shall refer to the Finkelstein Memorial Library.
- C. The term "Architect" shall mean Michael Esmay, Architect, or such other as may be designated by the Owner.
- D. The term "Engineer", as employed herein, shall mean the Engineer employed by the Owner whose name appears on the Specifications.
- E. The term "Subcontractor", as employed herein, includes only those having a direct contract with the Contractor, and it includes one who furnishes material worked to a special design according to the specification, but does not include one who merely furnishes material not so worked.
- G. The term "Work" includes all labor or materials required for the completion of the project according to the Specification, regardless of whether the labor or materials are supplied by Contractor or by a Sub-Contractor, or both.
- H. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
- I. The Specifications is that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.

.02 ENGINEER'S STATUS

- A. The Engineer will provide administration of the Contract as described in the Contract Documents and will coordinate with the Owner's agent (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period. The Engineer will advise and consult with the Owner. The Engineer will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.
- B. The Engineer will have authority to reject Work, which does not conform to the Contract Documents. Whenever the Engineer considers it necessary or advisable for implementation of the intent of the Contract Documents, the Engineer will have authority to require additional inspection or testing of the Work, whether or not such Work is fabricated, installed or completed.
- C. The Engineer will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Engineer's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate contractors, while allowing sufficient time in the Engineer's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review of the Contractor's submittals shall not relieve the Contractor of its obligations under the Contract. The Engineer's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Engineer, of any construction means, methods, techniques, sequences or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
- D. The Engineer will prepare Change Orders and Construction Change Directives.
- E. The Engineer will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

- F. Interpretations and decisions of the Engineer will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Engineer will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either and will not be liable for results of interpretations or decisions so rendered in good faith.
- G. The Engineer's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

.03 CONFORMITY TO LAW

- A. All Federal, State, and Municipal laws and regulations now in force, or which may hereafter be adopted, which are applicable to the work to be performed under this Agreement, shall govern the performance of the work. Should any provisions of the Contract Documents appear to the Contractor to conflict with such laws or regulations, he shall at once notify the Engineer of such uncertainty.

.04 PERMITS AND REGULATIONS

- A. The Contractor shall obtain and pay for all permits and licenses, and shall give all notices, pay all fees, and comply with all laws, ordinances, rules, and regulations bearing on the conduct of the work, as drawn and specified. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations, and without such notice to the Engineer he shall bear all costs arising there from.

.05 AMBIGUITIES AS TO SCOPE OF WORK

- A. Figures, dimensions, and existing conditions on all drawings shall be checked by the Contractor who shall note any discrepancies and inform the Engineer. The Contractor shall not alter specifications, drawings or figures nor make alterations in or additions to the quantity, character or arrangements of the materials or work whether same shall involve additional expense or not, unless same shall be agreed upon first in writing, as provided in the contract; this provision, however, shall not abridge in any way the Engineer's rights as to the interpretation of the specifications, drawings and figures thereon.
- B. Where work is to be fabricated which must fit the conditions on the job, it shall be the responsibility of the Contractor or person supplying such fabrication to take field dimensions to insure the proper installation of his material. The Engineer's approval of shop drawings does not in any way relieve the Contractor from the responsibility for the proper fitting and construction of the work.

- C. The Contractor and each Subcontractor shall visit and familiarize themselves with existing conditions at the building and site before submitting proposals. Any existing conditions which will prevent him from performing perfect work, shall be reported to the Engineer.
- D. Should any conflict occur in or between the Drawings and Specifications, the Contractor shall be deemed to have estimated on the more costly method of doing the work, unless he shall have asked for and obtained a decision in writing from the Engineer before the submission of his bid, as to what shall govern.
- E. Should the Contractor claim that any instructions, drawings, or specifications involve extra cost under the Agreement, Contractor shall give the Engineer written notice of that claim before proceeding to execute the work, and, in any event, within two (2) weeks of receiving such instructions, specifications, or drawings. Engineers must notify Owner's Agent immediately of any such claims.

.06 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

- A. Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Engineer the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Engineer will promptly reply to the Contractor in writing stating whether or not the Owner or the Engineer, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Engineer to reply promptly shall constitute notice of no reasonable objection.
- B. The Contractor shall not contract with a proposed person or entity to which the Owner or Engineer has made reasonable and timely objection.
- C. If the Owner or Engineer has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Engineer has no reasonable objection. The Contract Sum shall not be increased by such change.

.07 CHANGES TO THE CONTRACT

- A. Change Orders:

The Owner may, at any time, and without notice to the sureties, in a writing signed by the Owner's authorized representative, order:

- 1. Changes in the work within the scope of the contract;
and
- 2. Changes in the time for performance of the contract that does not alter the scope of the contract.

B. Adjustments of Price or Time for Performance:

If any change order increases or decreases the Contractor's cost of, or the time required for, performance on any part of the work under this Contract, whether or not changed by the order, an adjustment shall be made and the Contract modified in writing accordingly. Any adjustment in price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of these specifications.

C. Within thirty (30) days after the receipt of a written change order, unless such period is extended by the Owner's authorized representative in writing, the Contractor shall file notice of intent to assert a claim for an adjustment.

D. Claim Barred After Final Payment:

No claim by the Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under the Contract.

.08 SUBSTANTIAL COMPLETION

A. 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.

B. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Engineer will make an inspection to determine whether the Work or designated portion thereof is substantially complete. The Engineer shall prepare and submit to the Contractor a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

.09 SUPERINTENDENT

A. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

.10 DOCUMENTS AT THE SITE

A. The Contractor shall maintain at the site, for the Owner, one record copy of the Drawings, Specifications, addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction,

and in addition, approved Shop Drawings, and similar required submittals. These shall be available to the Engineer and shall be delivered to the Engineer for submittal to the Owner upon completion of the Work.

.11 SHOP DRAWINGS

- A. The Contractor shall review, approve and submit to the Engineer Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors.
- B. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Engineer. Such Work shall be in accordance with approved submittals.
- C. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
- D. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Engineer's approval of Shop Drawings, Product Data, samples or similar submittals unless the Contractor has specifically informed the Engineer in writing of such deviation at the time of submittal and the Engineer has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Engineer's approval thereof.

.12 CONTRACTOR'S RESPONSIBILITY

- A. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated in the Work.

.13 EVIDENCE OF INSURANCE COVERAGE

- A. Prior to commencement of any work pursuant to this Agreement, Contractor shall provide to the Owner a Certificate of Insurance in the form provided as part of these specifications demonstrating proof of all required insurance coverages and policy limits.
- B. Contractor shall, upon demand at any time during the performance of this Agreement, provide satisfactory evidence of continuing coverage in the required amounts.

.14 TERMINATION BY THE OWNER

- A. If the Contractor fails or neglects to carry out the work in accordance with Contract Documents and also fails within ten days after written notice to correct such failure to perform, the Owner may, upon seven days additional written notice to the Contractor, and without prejudice to any other remedy the Owner may have, terminate the Contract and finish the Contractor's Work by whatever method the Owner may deem expedient. If the cost of completing the work is less than the balance then remaining due to the Contractor, then the cost of completion of the work shall be deducted from such balance and the remainder paid to Contractor. If the cost of completion exceeds the balance due Contractor, the Contractor shall pay the difference to the Owner.

.15 OWNER'S RIGHT TO STOP WORK

- A. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

.16 CLAIMS FOR DEFECTIVE PERFORMANCE AFTER COMPLETION

- A. Neither acceptance of the work nor final payment shall operate to relieve the Contractor of liability for faulty materials or workmanship. In such cases, Contractor shall remain liable for all damages, "direct, consequential, or otherwise" incurred as a result to Contractor's defective performance. The Owner may, at its option, permit the Contractor to remedy the defective condition, or may have the work performed by someone other than the Contractor, with the costs to be borne by Contractor. This remedy shall be available in addition to any other remedies which may be available to the Owner under this Agreement or at law.

.17 DAMAGE AT JOB SITE

- A. The Contractor shall be responsible for damage of any kind, sort, and description to the structure, trees, grass, shrubbery, sidewalks, roads, walks, steps, fences, walls, furniture, equipment, building contents, etc., occasioned by or through the activities of himself, his employees, his Subcontractors or their employees and he shall make good immediately upon notification by the Owner, without extra expense to the Owner.

.18 WEATHER CONDITIONS

- A. In the event of temporary suspension of work, or during inclement weather, or whenever so directed by the Engineer, work and materials shall be protected against

the elements by the Contractor. All work or material found to be damaged by the elements shall be removed and replaced without cost to the Owner.

.19 DISPUTE RESOLUTION

- A. Any controversy or claim between the Owner and the Contractor arising out of or related to this Agreement shall initially be referred to the Engineer for decisions. In the event that either party shall be aggrieved by the decision of the Engineer, then the dispute shall be settled either by arbitration to be conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association or, at the option of the Owner, by the appointment of a Judicial Hearing Officer to hear and determine the dispute in accordance with the provisions of Part 122 of the Rules of the Chief Administrator of the Courts of the State of New York, and 202.43 and 202.44 of the Uniform Rules for Trial courts in the State of New York.
- B. No demand for arbitration, or for a reference to a Judicial Hearing Officer, as set forth above, may be made until the earlier of:
 - 1. the date on which the Engineer has rendered his written decision, or
 - 2. the tenth day after the parties have presented their evidence to the Engineer or has been given a reasonable opportunity to do so, if the Engineer has not rendered his written decision by that date.
- C. No demand for arbitration or for reference to a Judicial Hearing Officer with regard to a claim, dispute, or other matter covered by such a decision may be made later than thirty days after the date on which the party making the demand received the decision of the Engineer, or the date upon which the decision was due but not rendered. The failure to demand arbitration or a reference to a Judicial Hearing Officer within said thirty days period will result in the Engineer's decision becoming final and binding upon the Owner and the Contractor.
- D. In no event shall either the demand for arbitration or request for agreement to a reference be made after the date when institution of legal or equitable proceedings based on such claim, dispute, or other matter in question would be barred by the applicable statute of limitations.
- E. Pending final resolution of any dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract and the Owner shall continue its payments to Contractor except for those sums, which the Owner deems to be in dispute.

.20 PROGRESS PAYMENTS

- A. Based upon Applications for Payment submitted to the Engineer by the Contractor and Certificates for Payment issued by the Engineer, the Owner shall make progress

payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

- B. The period covered by each Application for Payment shall be one calendar month ending on the last day of the month.
- C. Provided an Application for Payment is received and approved by the Engineer not later than the fifth day of a month, the Owner shall make payment to the Contractor not later than the thirtieth day of the month. If an Application for Payment is received by the Engineer after the application date fixed above, payment shall be made by the Owner not later than thirty days after the Engineer approves the Application for Payment.
- D. Before the first Application for Payment, the Contractor shall submit to the Engineer a Schedule of Values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- E. Each Application for Payment shall be based upon the Schedule of Values submitted by the Contractor in accordance with the Contract Documents.
- F. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
- G. Subject to the provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - 1. Take that portion of the Contract Sum properly allocatable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the total Contract Sum allocated to that portion of the Work in the Schedule of Values, less retainage of five (5%) percent. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included even though the Contract Sum has not yet been adjusted by Change Order.
 - 2. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five (5%) percent.
 - 3. Subtract the aggregate of previous payments made by the Owner; and
 - 4. Subtract amounts, if any, for which the Engineer has withheld or nullified a Certificate for Payment as provided in the General Conditions.

- H. Contractor to complete Waiver of Lien in the form provided by Owner, prior to issuance of any payments.

.21 EFFECT OF ISSUANCE OF CERTIFICATE FOR PAYMENT

- A. The issuance of a Certificate for Payment will constitute a representation by the Engineer to the Owner, based on the Engineer's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Engineer's knowledge, information and belief, quality of the Work is in accordance with Contract Documents.

The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to completion and to specific qualifications expressed by the Engineer. The issuance of a Certificate of Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified.

.22 CERTIFICATE OF PAYMENTS WITHHELD OR NULLIFIED

- A. The Engineer may withhold, or nullify the whole or any part of any certificate for payment to protect the Owner from loss on account of:
1. Defective work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. The failure of the Contractor to make payments properly to Subcontractors or for materials or labor.
 4. A reasonable doubt that the contract can be completed for the balance remaining then unpaid.
 5. Damage to another Contractor.
 6. Should the Contractor fail to promptly pay Sub-contractors such amounts as, in accordance with their contract, are properly due, he shall not be entitled to receive the succeeding payment due him on his account with the Owner, provided, however, he shall furnish satisfactory reasons to the Engineer for the withholding of payments, normally due to the Sub-contractor. Then the above ruling shall not apply, but in default of same, it shall not be obligatory upon the Engineer to issue further certificates covering payments due him until above requirements shall have been complied with.
 7. A sufficient reason for refusal on the part of the Engineer to issue a certificate shall be evidence of any liens or claims properly chargeable to the Contractor for which, if established, the Owner may be liable.

8. The evidence above referred to shall be construed to mean the receipt by the Engineer of a statement from any party or parties furnishing work or material to the amount of his contract on this building, to the effect that the Contractor has failed to properly indemnify or compensate them therefore, in accordance with the terms of his agreement with them, whether or not lien or liens therefore shall have been filed by the party or parties.
9. Waiver of Lien not properly executed.

.23 FINAL COMPLETION AND FINAL PAYMENT

- A. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Engineer will promptly make such inspection and, when the Engineer finds the Work acceptable under the Contract Documents and the Contract fully performed, the Engineer will promptly issue a final Certificate for Payment stating that to the best of the Engineer's knowledge, information and belief, and on the basis of the Engineer's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Engineer's final Certificate for Payment will constitute a further representation that conditions precedent to the Contractor's being entitled to final payment have been fulfilled.
- B. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by the Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract Documents, (4) consent of surety, if any, to final payment and (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Sub-contractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.
- C. Acceptance of final payment by the Contractor, a Sub-contractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

.24 ASSIGNMENT PROHIBITED

- A. Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this Contract, or of Contractor's right, title or interest herein, or his power to execute this Contract, to any other person or corporation without the previous consent in writing of the Owner.

.25 EMERGENCIES

- A. In an emergency affecting the life or safety of individuals, or of damage to structures belonging to the Owner or adjoining property, Contractor shall take immediate action upon the instructions or authorization of the Engineer or Authorized Representative, as might be necessary to attempt to prevent such loss, injury, or damage. In the event the Engineer or Supervisor is not immediately available for such instruction or authorization, Contractor shall take such actions as might be necessary in any event.
- B. Contractor shall furnish the Owner and the Engineer, in writing, with the names, addresses, and telephone numbers of members of his organization to be contacted in the event of any emergency.

.26 MAINTENANCE OF JOB SITE

- A. The Contractor shall, at all times, keep the premises free from excess waste material or rubbish caused by his employees or work and at the completion of the work, he shall remove all rubbish from and about the building and all his tools, scaffolding, and surplus materials and shall leave his work "Broom clean" or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove such rubbish and charge such cost to the Contractor as the Engineer shall deem to be just.
- B. From start to finish of work under this Contract, the Contractor shall be responsible for any damage, of any kind, caused to the present building and site due to any of Contractor's activities under this Agreement.
- C. Contractor, unless otherwise directed, shall close up all exterior openings in a suitable and effective manner, and maintain such enclosure until permanent work is in place, or until directed by Engineer or the Supervisor to remove the enclosures.

.27 DEMOLITION - PROTECTION

- A. The Contractor shall do all demolition, protection, etc., in the existing building that is required to execute the work shown on the drawings and hereinafter specified. Dust-tight enclosures shall be provided by the Contractor wherever demolition work is to be done. The Contractor shall make such temporary provisions for weather protection and protect the interior of the building and contents from damage as may be necessary.

The Contractor shall carefully take down all work shown to be removed in such manner as to cause the least possible amount of damage and protect all existing portions of the building and contents in any manner necessary to preserve same from damage by the elements, from dust or by the work.

Any damage to the present building and its contents must be made good by the Contractor without extra expense to the Owner, and to the satisfaction of the Engineer, and the Owner.

.28 PROTECTION OF PERSONS AND PROPERTY

- A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB), which has not been rendered harmless, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and Engineer in writing. The Work in the affected area shall not thereafter be resumed except by written agreement of the Owner and Contractor if in fact the material is asbestos or polychlorinated biphenyl (PCB) and has not been rendered harmless. The Work in the affected area shall be resumed in the absence of asbestos or polychlorinated biphenyl (PCB), or when it has been rendered harmless, by written agreement of the Owner and Contractor, or in accordance with final determination by the Engineer on which Dispute Resolution has not been demanded, or by Dispute Resolution under Paragraph 32.
- C. The Contractor shall not be required to perform without consent any Work relating to asbestos or polychlorinated biphenyl (PCB).
- D. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:
 - 1. employees on the Work and other persons who may be affected thereby;
 - 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - 3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- E. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

- F. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- G. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Engineer.

.29 SUCCESSORS AND ASSIGNS

- A. The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without written consent of the other. If either party attempts to make such an assignment without such consent, the party shall nevertheless remain legally responsible for all obligations under the Contract.

.30 CONTRACT FORMS

- A. The form to be utilized for this Project shall be as follows:
 - 1. Contract Form: AIA Form A101, 1997 Edition, Standard Form of Agreement between an Owner and Contractor – Stipulated Sum.

END OF SECTION C

SECTION D - SUPPLEMENTARY CONDITIONS

CONTENTS:

- 1.01 Definitions
- 1.02 Intent of Documents
- 1.03 Laws, Rules, Permits and Fees
- 1.04 Materials
- 1.05 Certificates
- 1.06 Examination of Site
- 1.07 Accessibility
- 1.08 Job Meetings
- 1.09 Supervision
- 1.10 Removal of Existing Equipment (Demolition)
- 1.11 Painting
- 1.12 Nameplates, Charts and Tags
- 1.13 Operating & Maintenance Instructions & Seminar
- 1.14 Guarantees & Responsibilities
- 1.15 Temporary Services
- 1.16 Cleaning-Up
- 1.17 Phasing of Work & Maintaining Service
- 1.18 Conduct of Operations

1.01 **DEFINITIONS**

- A. "Furnish" shall be understood to mean obtain, deliver to the installation site, and handle and protect from damage until time of installation.
- B. "Install" shall be understood to mean place in proper and final location, completely attached, connected, tested out, and performing or ready to perform the intended function.
- C. "Provide" shall be understood to mean furnish and install.
- D. "Wiring" shall be understood to mean wires or cables with conduit, fittings, boxes, etc., installed complete.
- E. The words "Contractor Shall" are implied and shall be so understood wherever a direction or instruction is stated in the imperative mood wherever the direction "Provide" is used.
- F. "Directed", "Required", "Instructed", and words of similar meaning, shall be understood to mean that the designation, requirements, or prescription of the Engineer is intended.

- G. "Approved", "Acceptable", "Satisfactory", "Similar" and "Equal" and words of similar meaning, shall be understood to mean that approval by, acceptability to, and satisfaction of the Engineer is intended, unless another meaning is plainly stated or shown in the Specifications or on the Contract Drawings.
- H. "As Shown", "As Indicated" shall be understood to mean reference to information or directions indicated or shown on the Contract Drawings or in the Specifications.
- I. "Existing" shall be understood to mean work, material or equipment in existence prior to the date of these Specifications and Contract Drawings.
- J. Materials or methods described in words, which, so applied, have accepted technical or trade meanings shall be interpreted as referring to such recognized definitions.
- K. "Piping" shall be understood to mean all pipes, fittings, nipples, valves and all accessories connected thereto.

1.02 INTENT OF DOCUMENTS

- A. The Contractor shall furnish all labor, supervision, materials, tools, transportation, equipment permits, insurance, and temporary protection necessary for the installation of this work as indicated or described in the Contract Drawings and/or in the Specifications.
- B. It is understood and agreed by the Contractor that the work as indicated and described on the Drawings and/or in the Specifications shall be complete and shall include all equipment necessary for the proper functioning of the systems, even though every item involved is not specifically shown or mentioned.

The Contractor shall be held to provide all labor and materials necessary for the entire completion of the work intended to be indicated or described and shall not avail himself of any manifestly unintentional error or omissions, should such exist.
- C. The Contractor shall be particularly careful not to affect in any way the basic design of any system. Radical changes in arrangements and/or sizes of piping, ductwork, conduit, panels, apparatus, etc., shall not be done without the prior written approval of the Engineer.

1.03 LAWS AND RULES

- A. All materials furnished, and all work installed shall comply with all applicable rules and regulations of the National Building Code, the National Board of Fire Underwriters, with all requirements of local Utility Companies and Fire

Department, State, Municipal and Local Codes, with the requirements of the National Electrical Code, code for pressure piping (A.S.M.E.) and all requirements of other authorities having jurisdiction.

- B. Where a conflict occurs between the requirements of the Specifications an/or the Contract Drawings and any such applicable laws, ordinances, rules and regulations, including requirements for additional materials or apparatus, the more stringent requirements shall govern all work and shall be installed without extra cost to the Owner as directed by the Engineer.
- C. The Contractor shall give all notices, obtain all required permits, perform all tests, and pay for all local, state, and federal taxes, fees, royalties, and other costs. File all necessary Drawings and obtain all approvals of all municipal and state authorities having lawful jurisdiction. Obtain all required Certificates of Inspection. Furnish the Owner with the final certificates before final payment of the Contract.

1.04 MATERIALS

- A. All materials and appliances shall have listing of Underwriters Laboratories and be so labeled, or shall conform to their requirements, in which case certified statements to the effect shall be furnished by the manufacturer with a copy of an examination report by a recognized independent testing laboratory acceptable to the Engineer. Use new materials and appliances throughout. Materials shall be delivered, stored, and handled with proper equipment and in a manner to protect them from damage.

1.05 CERTIFICATES

- A. The certificates and documents listed below are required from the Contractor under this Specification.
- B. Previous to final payment, the Contractor shall deliver copies of all such certificates and documents to the Engineer for approval. Number of copies shall be as specified or as directed by the Engineer.
 - 1. All test data specified to be submitted under "Tests".
 - 2. Shop drawings (all approved, corrected, and bound).
 - 3. Operating and maintenance instructions.
 - 4. Certificate of Approval of the electrical installations by the Inspection Bureau of the New York Board of Fire Underwriters and all other agencies having jurisdiction.

5. Receipt from Owner acknowledging receipt of special maintenance tools and spare parts (i.e., special wrenches, loose keys, etc.) as specified.
6. Certificate of one-year service contract for maintenance of systems and equipment as specified.

1.06 EXAMINATION OF SITE

- A. It shall be assumed that the Contractor has examined the site of the proposed construction, and by making this proposal he shall, in effect, give evidence of this examination.
- B. The Contractor is cautioned that existing utilities or service facilities must be fully maintained during the duration of this project at no additional cost to the Owner. Facilities already existing on the site must be moved or replaced so as not to disrupt their full and complete use at all times. The Contractor is cautioned as to the existence of utilities in the ground and shall be fully responsible for any damage caused such utilities by the construction operations.

1.07 ACCESSIBILITY

- A. The Contractor shall inform himself fully regarding peculiarities and limitations of space available for the installation of all materials under his contract.
- B. The Contractor shall see that all his equipment, apparatus as may be necessary to be reached from time to time for operation and maintenance are made easily accessible.
- C. The Contractor shall investigate spaces, doors, and passages into and through which equipment must be moved and shall make arrangements for installing large pieces of equipment. Equipment shall be shipped from manufacturer in sections of size suit-able for moving through restricted spaces and openings, or shall be disassembled and re-assembled in place, as required.

1.08 JOB MEETINGS

- A. The Contractor, or his superintendent, shall attend job meetings with the Owner's representative and the Engineer for the purpose of discussing expedition, execution, and coordination of the work. Job meetings will be scheduled periodically at a time and place designated by the Engineer.

1.09 SUPERVISION

- A. The Contractor shall have a competent foreman in responsible charge of the work who will be on the site during the erection of the material furnished under these Specifications until same has been put into complete operative condition and accepted by the Engineer, and Owner's Agent. Foreman shall be steady and same individual throughout duration of project, all within limits.

1.10 REMOVAL OF EXISTING EQUIPMENT (DEMOLITION)

- A. The Contractor shall make an accurate take-off of all existing equipment, piping, conduit, and other accessories being removed during demolition and shall include the cost for disconnecting and removal of said equipment, etc., into his bid.
- B. Where these removals take place, are required, specified or indicated on the Drawings, the Contractor shall include within his Bid the cost for transportation from the site, and disposal of same, in a proper manner.

1.11 PAINTING

- A. All items furnished with factory finish shall be touched-up after installation wherever scratched or otherwise damaged. Leave same in a finished condition.
- B. Finish painting of boiler plant and equipment shall be as specified

1.12 NAMEPLATES, CHARTS, AND TAGS

- A. Furnish and install laminated Bakelite nameplates, screwed onto or close by every motor starter, automatic valve, pilot light, remote push button, and any other controllers furnished. Also provide a nameplate for each feeder switch, panelboard, disconnect switch, control panel, and other equipment enclosures.
- B. Nameplates shall not be less than 2-1/2" x 3/4" x 1/8" thick, with white upper case, cored letters on black background, with beveled edges. Nameplates shall clearly identify each item of equipment.
- C. Furnish and install on each new valve a numbered 1" brass tag, secured to handwheel with metal chain link. Use square tags for plumbing work and round tags for heating work.
- D. Furnish and install, where directed, for each trade, two framed, glass covered, valve charts listing each valve by system, function, and number.

- E. All charts shall be submitted in draft form for approval prior to final issue.
- F. In exposed locations, including accessible pipe spaces, stencil each piping service every 20 ft. with name of service, and nominal pipe size, and indicate direction of flow with 5" long arrows, spaced every 20 ft., one arrow on flow, two arrows on return lines. Apply one coat clear varnish or lacquer over stenciling. Use black on a white background. At Contractor's option, piping may be marked with Seton "Set-mark" or Brady pipe markers.

1.13 OPERATING AND MAINTENANCE INSTRUCTIONS AND SEMINAR

- A. The Contractor shall supply to the Owner or his representative four (4) sets of system and equipment operating instructions, maintenance instructions, spare parts and spare parts lists, for all systems and equipment furnished under his Contract.
- B. All instructions shall be clear and concise for the operations, adjustments, lubrication, and other maintenance of the equipment, shall be typewritten and shall be neatly bound in hard cover booklets.
- C. Operating instructions for motorized systems shall describe the starting, running, stopping, and shutting down (for any appreciable time period) of the system.
- D. The operating instructions and maintenance instructions and parts lists shall be prepared for the specified equipment furnished and installed and shall not refer to other sizes, types, or models of similar equipment.
- E. All instructions shall be submitted to the Engineer in draft, for approval, prior to final issue.
- F. Manufacturer's advertising literature or advertising catalogs will not be acceptable for operating and maintenance instructions.
- G. In addition to the above and to various other instructions called for in the Specifications, this Contractor shall make arrangements for a formal lecture type seminar, where the Owner or his representatives, such as maintenance and administrative personnel, will receive detailed verbal and written instructions in the proper care and operation of all work furnished by this Contractor and his various Sub-Contractors, material and equipment suppliers, and at which time all final and approved instruction brochures will be turned over to the Owner.

1.14 GUARANTEES AND RESPONSIBILITIES

- A. The Contractor shall guarantee that all work done under this Contract is free from all defects resulting from the use of inferior material, equipment, or workmanship. Should any defects, which cannot be proved to have been caused by improper use, develop within one year from the date of acceptance of the work as certified in Certificate for Final Payment, such defect shall be made good by the Contractor, free of cost to the Owner and to the satisfaction of the Engineer.
- B. The Contractor shall be responsible for his work and all material until its final completion and acceptance. He shall replace any of the same, which may be damaged, lost, or stolen without additional cost to the Owner.

1.15 TEMPORARY SERVICES

- A. Temporary electric power for use during construction will be available at the Owner's existing panels. The Contractor will be responsible for providing his own extension cords or other temporary wiring or lighting as required for his work. All temporary electric must be connected in accordance with acceptable practices as governed by the BFU and Governing Agencies. The Owner will pay for all power for use during construction.
- B. Temporary Water: The Contractor shall provide all hoses, connectors, nozzles etc., as required, which shall be connected to the nearest available existing hose bibb.

The Owner will pay for all water used during construction.

1.16 CLEANING-UP

- A. The Contractor shall keep the premises cleared of scrap waste, empty containers, direct rubbish, all as a result of his operation. This shall be done at least once a week, or more often if it interferes with building occupancy, or presents a fire or safety hazard as determined by the Engineer, or Owner.
- B. The Contractor shall clean all material, equipment, and accessories installed by him, removing all dust, plaster, cement, paint, markings, stickers, rust stains, and other foreign matter or discolorations. He shall also clean dust, etc., from property of the Owner, when caused by his employees. This work shall be done periodically as the job progresses, and as directed.

1.17 PHASING OF WORK AND MAINTAINING SERVICES

- A. The building will be in total occupancy during construction. The Contractor shall coordinate with the Building Superintendent with regard to scheduling of work affecting Mechanical, Plumbing and Electrical in normally occupied areas of the building.
- B. Proposed working areas shall be reviewed with the Superintendent at least two weeks in advance of the commencement of work, and the Contractor shall rearrange his proposed scheduling to accommodate the Owner as required.
- C. A careful review of proposed work areas shall be made, and consideration shall be given to existing means of egress. The Contractor shall make provisions, as required, to ensure that the life safety aspects of the building are maintained during alteration work.

1.18 CONDUCT OF OPERATIONS

- A. Operations or work schedules shall be so conducted as to cause a minimum of disturbances and/or inconvenience to normal business functions in the building and the immediate area.
- B. The Contractor shall be restricted in the use of the site and buildings to those areas where work is in progress and elsewhere as directed. He shall come and go, and store materials only where directed and agreed; all other areas shall be off limits for the Contractor and he shall rigidly enforce this requirement.
- C. Materials may be stored within buildings only with direct permission of the Owner. Any storage which may be permitted shall in no way limit the use of the building or impede the completion of work. Store all material in a neat and orderly manner.
- D. The Contractor shall review the following items with the **Superintendent before** proceeding with any work.
 - 1. The Contractor shall report on any existing leaks, etc., in areas of proposed new construction for resolution **prior** to new installations. (Do not include price for this work within Base Bid)
 - 2. All scheduled shutdowns for any systems as required for final tie-in connections, etc., shall be strictly coordinated with the Superintendent.
 - 3. Location of exterior refuse containers (dumpsters) or exterior lockable storage containers shall be coordinated with the Superintendent.

4. Toilet facilities will be provided on the site. The Contractor shall strictly limit use to those facilities specified.

End of Section SCME

SECTION 15000 – TECHNICAL SPECIFICATIONS

1. SCOPE OF WORK

- 1.1 The project entails the renovation of the existing boiler plant at the Finkelstein Memorial Library, including, but not limited to the following.
 - A. All "Heating Work" as shown and required, including Boilers, Pumps, Piping, Valves, Chimney, Breeching, Insulation and Controls.
 - B. All "Plumbing" work as shown and required, including makeup water rig and connection to the heating system, and gas piping to new boilers.
 - C. All "Electrical" work as shown and required for connection of all new Equipment and Controls; all in conformance with the Local and National Electric Code.
 - D. All "General Construction" work as shown and required including new concrete pads, etc.
 - E. Demolition and removal of existing boilers, and associated piping, breeching, electrical controls, equipment, insulation, etc.; all as shown and required.
- 1.2 The bids shall be for a complete "turnkey" project, including all general construction work, heating work, plumbing work, and electrical work, as shown and required.
- 1.3 The bids shall include all fees for permits and filing with the Building Dept. as required.

2. REQUIRED SHOP DRAWINGS

- 2.1 Shop Drawings shall be submitted for approval for the following items:
 - A. Boilers.
 - B. Piping Materials.
 - C. Air Separator

3. CONCRETE WORK

- 3.1 General: Provide all concrete work as shown and required for a complete installation. Concrete work shall include all concrete and form work.
- 3.2 Concrete: The Contractor shall furnish concrete equal to "Plant-Mix", which shall develop a compressive strength of 3000 psi at 28 days when sampled and tested in accordance with ASTM, designation C-31 and C-39.
- 3.3 Forms: Forms shall be constructed to produce finished concrete of the exact size, shape and location shown on the Drawings.
- 3.4 Installation: New concrete shall be applied over existing concrete that has been thoroughly roughed and coated with a bonding agent, applied to a damp surface.
- 3.5 Pad Reinforcement: Provide 6 x 6 x 10-gauge woven wire mesh for each pad, centered in the pour. Tie into existing slab.

4. PIPING MATERIALS

- 4.1 Heating Piping: Type "L" hard temper copper tubing with "ProPress" or wrought sweat fittings, joined with 95/5 lead free solder.
- 4.2 Domestic Water Piping: Type "L" hard temper copper tubing with "Pro Press" or wrought sweat fittings, joined with 95/5 lead free solder.
- 4.3 Gas and Fuel Oil Piping: Schedule 40 Black Steel with Malleable Screwed Fittings or Welded Fittings, at Contractor's option.

5. VALVES

5.1 General: Provide all gate, globe, check, plug and other types of valves as required and as shown for complete and proper valving of the entire installation. Valves listed below are of Nibco-Scott manufacture. Equal valves of Jenkins, Crane, Walworth, or Kennedy are acceptable.

- 5.2 Gate Valves: 2-1/2" and over - Class 125 S.W.P., 200 W.O.G., iron body, rising stem O.S. & Y., solid wedge, flanged Nibco-Scott Figure #F-617-0; 2" and under-Class 125 S.W.P., 200 W.O.G., bronze, threaded, with renewable Teflon disc., Nibco-Scott Figure #T-211-Y or #S-211-Y sweat.
- 5.3 Globe Valves: 2-1/2" and over - Class 125 S.W.P., 200 W.O.G., iron body, flanged, with renewable Teflon disc Nibco-Scott #F-719-Y or approved equal; 2" and under- Class 125 S.W.P., 200 W.O.G., bronze, threaded, with renewable Teflon disc, Nibco-Scott #-211-Y or #S-211-Y sweat.

- 5.4 Swing Check Valves: 2-1/2" and over - Class 125 S.W.P., 200 W.O.G., iron body, flanged with renewable Teflon disc, Nibco-Scott Figure #F-918-Y or approved equal. 2" and under Class - 125 S.W.P., 200 W.O.G, bronze, threaded, with renewable Teflon disc., Nibco-Scott Figure #T-413-Y or #S-413-Y sweat.
- 5.5 Ball Valves: 2" and under – Brass Ball Valves, Nibco-Scott Figure # T-580-A Threaded or S-580-A sweat.

7. TESTS

- 7.1 Furnish all necessary skilled labor, helpers, for testing, operating, and adjusting the system.
- 7.2 All tests shall be done in the presence of the Consulting Engineer or his representative or other inspecting authority. Give not less than five days' notice to these parties before doing any tests.
- 7.3 Test all piping, mains, and joints for leaks before any piping is enclosed, insulated, or concealed in any way.
- 7.4 Upon completion of the above tests, operate all systems at full capacity for a period of not less than three (8-hour) days, at a date approved by the Engineer. During This time, make any corrections or adjustments required by the Engineer.
- 7.5 Upon completion of all tests and before the final payment, submit copies of test results for approval, as follows:
 - A. All temperature control settings.
 - B. All motor nameplate current ratings and actual currents. Currents shall be determined at starters of junction boxes with a clamp-on ammeter.
- 7.6 Note the general operation, quietness, and freedom from vibration of all systems.

8. INSULATION-THERMAL-PIPING

- 8.1 General: After completion of tests for leaks, provide thermal insulation for all new piping provided under this Contract. In addition, provide new insulation for all existing piping within the new Boiler Rooms. Remove existing as required. Insulation and insulation products shall be classified by Underwriters Laboratories for the following maximum criteria:

Flame Spread	25
Fuel Contributed	50
Smoke Developed	50

- 8.2 Insulation shall be Owens-Corning Fiberglass 25CP pre-formed glass fiber, sectional or one-piece covering with ASJ (All Service Jacket) or approved equal. Insulation "K" factor shall be .30 (BTU/HR) (sq. ft.) (F/IN) at 200 degrees F. Insulation thickness shall be as follows:

A. Hot Water Piping: 1-1/2" thick for piping 2" and smaller; 2" thick for piping 2-1/2" and larger.

- 8.3 Apply piping insulation by removing release paper from factory applied pressure sensitive strip on longitudinal tap. Seal to adjacent surface starting from center with nylon sealing tool. Finish butt joints in piping insulation with pressure sensitive adhesive coated joint sealing strips. Apply firmly and seal with nylon sealing tool.
- 8.4 Fittings and elbows shall be insulated with "Zeston" pre-molded PVC insulation fittings PVC fittings shall have flame spread, etc., consistent with the basic insulation as specified above.

9. CODES AND STANDARDS

- 9.1 All materials furnished, and all work installed, shall comply, where applicable, with the 2020 New York State Building Code, Mechanical Code and Energy Conservation Code.
- 9.3 Where applicable or specified herein, all material and devices furnished shall meet requirements of Underwriter's Laboratories, Inc., shall be U.L. listed, and where further applicable, and shall bear the U.L. listing mark.

END OF SECTION