

SECTION 01 1000

SUMMARY OF CONTRACT

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 PROJECT

- A. Project Name: Rye Town Park Bath House – Interior Renovation
- B. Owner's Name: Town of Rye, NY
- C. Architect's Name: Arconics Architecture, P.C.

1.3 DEFINITIONS

- A. Refer to General Conditions.

1.4 CONTRACT DESCRIPTION

- A. Contract Type: Lump sum, single prime contract.
- B. Local custom and trade-union settlements do not control the scope of work included in each prime contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected contractor(s) shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.
- C. Summary by References: Work of the contract can be summarized by reference to the General Conditions, Instructions to Bidders, Specifications section, Drawings, or Addenda to Contract Documents issued subsequent to the initial printing of this Project Manual and including but not necessarily limited to printed material referenced by any of these. It is recognized that the work of the prime contracts is unavoidably affected or influenced by governing regulations, natural phenomenon, including weather conditions, and other forces outside the contract documents.

1.5 RELATED REQUIREMENTS

- A. Section 00 5200 – Form of Agreement: Contract Sum, retainages, payment period.
- B. Section 00 7200 - General Conditions: Additional requirements for progress payments and Changes in the Work.
- C. Section 00 7300 – Supplementary Conditions
- D. Section 01 5000 – Temporary Facilities and Controls
- E. Section 01 2300 – Alternates: Payment procedures relating to alternates

1.6 JURISDICTIONAL DISPUTES

- A. Each Contractor shall only employ labor on the project or in connection with its work capable of working harmoniously with all trades, crafts and any other individuals associated with the capital

improvement work to be performed. There shall be no strikes, picketing, work stoppages, slowdowns or other disruptive activity at the project for any reason by anyone employed or engaged by the Contractor to perform its portion of the work. There shall be no lockout at the project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the work under any circumstance. Should it become necessary to create a separate entrance for a contractor involved in a labor dispute, all costs associated with creating that entrance shall be borne by the contractor involved in the dispute. Such costs shall include, but not be limited to, signage, fencing, temporary roads and security personnel as deemed necessary by the Owner for the safety of the occupants of the site.

- B. If the Contractor has engaged the services of workers and/or subcontractors who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Owner and without recourse to the Architect or the Owner, any conflict between its agreement with the Owner and any agreements or regulations of any kind at any time in force among members or councils which regulate or distinguish what activities shall not be included in the work of any particular trade.
- C. Each Contractor shall ensure that its work continues uninterrupted during the labor dispute and will be liable to the Owner for all damages suffered by the Owner occurring as a result of work stoppages, slowdowns, disputes or strikes

1.7 CONTRACTOR USE OF SITE

A. Time Restrictions:

- 1. Contractors shall comply with Local Noise Ordinance. Work disrupting the community must be performed within the following hours:
 - a. Monday thru Friday: 8 AM to 6 PM
 - b. Work hours are established by the City of Rye and could be subject to change. The Contractors shall confirm times. Weekend work shall only be permitted with prior Rye Town Park approval.

B. During the entire construction period contractors shall have the use of the premises for construction operations, including use of the site as indicated in phasing and schedule of work time table included in this section.

- 1. General: Limitations on site usage as well as specific requirements that impact utilization are indicated on the drawings and/or by other contract documents. In addition to these limitations and requirements, the contractor shall administer allocation of available space so as to produce the best overall efficiency in performance of the total work of the project. Each Contractor shall schedule deliveries so as to minimize space and time requirements for storage of materials and equipment on site.
- 2. Each Contractor is to maintain clear and unobstructed paths of exit discharge from all existing exits.
- 3. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees, and emergency vehicles at all time. Do not use these areas for parking or storage of materials.
- 4. Lock automotive type vehicles such as passenger cars and trucks and other types of mechanized and motorized construction equipment, when parked and unattended, to prevent

unauthorized use. Do not leave such vehicles or equipment unattended with the motor running or the ignition key in place.

- C. Do not unreasonably encumber the site with materials or equipment. Confine stockpiling of materials and location of storage sheds to the approved areas. If additional storage is necessary, obtain and pay for such storage off-site.
- D. Each Contractor and any entity for which the Contractor is responsible shall not erect any sign on the Project site without the prior written consent of the Owner, which may be withheld in the sole discretion of the Owner.
- E. Each Contractor shall ensure that the work, at all times, is performed in a manner that affords reasonable access, both vehicular and pedestrian, to the site of the work and all adjacent areas. The work shall be performed, to the fullest extent reasonably possible, in such a manner that public areas adjacent to the site of the work shall be free from all debris, building materials and equipment likely to cause hazardous conditions. Without limitation of any other provision of the Contract Documents, Contractor shall use its best efforts to minimize any interference with the occupancy or beneficial use of:
 - 1. The Rye Town Park, its Pavilions, Park Concessions, and the surrounding public park area, which are still open to the public.
- F. Without prior approval of the Owner, each Contractor shall not permit any workers to use any existing facilities at the Project site, including, without limitations, lavatories, toilets, entrances and parking areas other than those designated by the Owner. Without limitation of any other provision of the Contract Documents, the Contractors shall use its best efforts to comply with the rules and regulations promulgated by the Owner in connection with the use and occupancy of the Project Site, and the Building, as amended from time to time. The Contractors shall immediately notify the Owner in writing if during the performance of the Work, the Contractors find compliance with any portion of such rules and regulations to be impracticable, setting forth the problems of such compliance and suggesting alternatives through which the same results intended by such portions of the rules and regulations can be achieved. The Owner may, in the Owner's sole discretion, adopt such suggestions, develop new alternatives or require compliance with the existing requirements of the rules and regulations. The Contractor shall also comply with all insurance requirements, applicable to use, and occupancy of the Project Site and the Buildings.
- G. Smoking, drinking of alcoholic beverages or open fires will not be permitted at the project site or anywhere on the grounds of the Rye Town Park property.
- H. Utility Outages and Shutdown:
 - 1. Limit disruptions, shut downs, switch overs, etc. of utility services to hours the building is unoccupied, Saturdays, Sunday and/or holidays.
 - 2. Do not disrupt or shut down life safety systems, including but not limited to fire alarm system, without required notice to the City of Rye and authorities having jurisdictions.
 - 3. Prevent accidental disruption of utility services to other facilities.

1.8 SPECIFICATION SECTIONS APPLICABLE TO ALL TRADES

- A. Unless otherwise noted, all provisions of Division I apply to all trades.
- B. Section 07 8400 – Firestopping
- C. Section 07 9005 – Joint Sealers

END OF SECTION

SECTION 01 2000

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Procedures for preparation and submittal of applications for progress payments.
- B. Procedures for preparation and submittal of application for final payment.

1.3 RELATED REQUIREMENTS including but not limited to:

- A. Section 00 5200 - Agreement Form: Contract Sum, retainages, payment period.
- B. Section 00 7200 - General Conditions: Additional requirements for progress payments, final payment, changes in the Work.

1.4 SCHEDULE OF VALUES

- A. Form to be used: AIA G702/703 .
- B. Electronic media printout including equivalent information will be considered in lieu of standard form specified.
- C. Forms filled out by hand will not be accepted.
- D. Submit Schedule of Values in PDF Format within 10 days after date Notice of Award.
- E. Format: Utilize the Table of Contents of this Project Manual. Identify each line item with number and title of the specification Section.
- F. Revise schedule to list approved Change Orders, with each Application for Payment.

1.5 APPLICATIONS FOR PROGRESS PAYMENTS

- A. Payment Period: Submit at intervals stipulated in the Agreement but not more than one per month.
- B. Form to be used: Identical forms approved for Schedule of Values.
- C. For each item, provide a column for listing each of the following:
 - 1. Item Number.
 - 2. Description of work.
 - 3. Scheduled Value.
 - 4. Previous Applications.

5. Work in Place under this Application.
 6. Authorized Change Orders.
 7. Total Completed to Date of Application.
 8. Percentage of Completion.
 9. Balance to Finish.
 10. Retainage.
- D. Execute certification by signature of authorized officer and notarize same.
- E. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
- F. List each authorized Change Order as a separate line item, listing Change Order number and dollar amount as for an original item of Work.
- G. Submit one (1) electronic "pencil copy", in PDF format, of each Application for Payment to Arconics Architecture, P.C. and Town of Rye for approval.
- H. After Architect's approval of the "pencil copy" submit three hard copies of approved Application for Payment to Arconics Architecture, P.C.
- I. Include the following with the application:
1. Transmittal letter.
 2. Construction progress schedule, revised and current.
 3. Partial Waivers of Mechanic's Lien: With each Application for Payment, submit partial waivers of mechanic's liens from contractor, subcontractors, sub-subcontractors, and suppliers for construction period covered by the previous application.
 - a. Waiver Forms: Submit waivers of lien on forms, provided by the Architect in Section 01 2005.
 4. When an application shows completion of an item, submit final or full waivers.
 5. Owner reserves the right to designate which entities involved in the Work must submit waivers.
 6. Submit Final Application for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to alien.
 7. Certified Payrolls; All Applications for Payment must be accompanied with certified payrolls for all Contract Work performed. In addition, each contractor and sub-contractor shall submit to the Owner within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll record subscribed and affirmed as true under penalties of perjury. The Owner shall be required to receive and maintain such payroll records. The original payrolls or transcripts shall be preserved for three years from the completion of the work on the awarded project.

- a. Submit certification that all personnel listed on certified payrolls have successfully completed an OSHA construction safety and health course of at least 10 hours prior to performing any work on the project.
- J. Liens: No Payment will be made when a lien is filed against Owner by contractor or any subcontractor, or supplier or other entities until such lien is removed, bonded or similar action acceptable to the Owner
- K. Project record documents as specified in Section 01 7800, shall be available for review by Owner as a prerequisite for approval of payment.
- L. Payment for stored materials (whether on-site but not installed, or stored in secured warehouse) will require a bill of lading showing the exact value. In no case will more than 90% be approved if the item is not installed. Insurance certificates will be provided specific to materials stored (for on-site or offsite items)
- M. When Arconics Architecture, P.C. requires substantiating information, submit data justifying dollar amounts in question. Provide one copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.
- N. The Owner shall retain Five (5) percent of the amount of each payment.

1.6 INITIAL APPLICATION FOR PAYMENT:

- A. Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
 - 1. Executed contract.
 - 2. Approved bonds.
 - 3. Approved insurance certificates.
 - 4. Names of full time project manager, on site superintendent, and foreman.
 - 5. List of suppliers and fabricators.
 - 6. List of subcontractors.
 - 7. Approved Schedule of Values.
 - 8. Contractor's Construction Schedule (preliminary if not final).
 - 9. Contractor's Submittal Schedule.
 - 10. Products list.

1.7 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

- A. Comply with Requirements of Section 01 7800

1.8 MODIFICATION PROCEDURES

- A. Refer to Article 8 of the General Conditions for additional requirements

- B. Submit name of the individual authorized to receive change documents and who will be responsible for informing others in Contractor's employ or subcontractors of changes to the Contract Documents.
- C. For minor changes not involving an adjustment to the Contract Sum or Contract Time, Arconics Architecture, P.C. will issue instructions directly to the contractor.
- D. The General Contractor shall be responsible for informing others in its employ, whose work is affected by any modifications.
- E. For other required changes, Arconics Architecture, P.C. will issue a document signed by the Owner instructing Contractor to proceed with the change, for subsequent inclusion in a Change Order.
 - 1. The document will describe the required changes and will designate method of determining any change in Contract Sum or Contract Time.
 - 2. Promptly execute the change.
 - 3. Refer to General Conditions Article 8 for additional information.
- F. Contractor may propose a change by submitting a request for change to Arconics Architecture, P.C. and Town of Rye's representative, describing the proposed change and its full effect on the Work, with a statement describing the reason for the change, and the effect on the Contract Sum and Contract Time with full documentation. Document any requested substitutions in accordance with Section 01 6000.
- G. Computation of Change in Contract Amount:
 - 1. Refer to General Condition Article 8.
- H. Execution of Change Orders: Arconics Architecture, P.C. will issue Change Orders for signatures of parties as provided in the Conditions of the Contract.
- I. After execution of Change Order, promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum.
- J. Promptly revise progress schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit.
- K. Promptly enter changes in Project Record Documents.

1.9 APPLICATIONS FOR PAYMENT WHEN BEHIND SCHEDULE

- A. When the project falls behind schedule the contractor shall demonstrate the actions to be taken to put the project back on schedule.
 - 1. Payments will not be approved until satisfactory evidence is presented to put the project on schedule.

1.10 APPLICATION FOR FINAL PAYMENT

- A. Comply with Section 01 7800 - Closeout Submittals.
- B. Prepare Application for Final Payment as specified for progress payments, identifying total adjusted Contract Sum, previous payments, and sum remaining due.

- C. Application for Final Payment will not be considered until the following have been accomplished:
1. All closeout procedures specified in Section 01 7800 - Closeout Submittals are submitted and approved.
 2. All "punch list" items have been completed.
- D. It is understood by the General Contractor that the maximum payment due the contractor prior to final payment shall be Ninety Five percent (95%) of the Contract amount and the final Five percent (5%) will be due only after the above is satisfied.

END OF SECTION

SECTION 01 2005

PARTIAL RELEASE OF LIEN

THIS INFORMATION IS TO BE PRINTED ON CONTRACTOR'S/SUBCONTRACTOR'S LETTERHEAD

Name of Facility: Rye Town Park Bath House – Interior Renovation

Address: 95 Dearborn Avenue, Rye, NY 10580

Name of Owner: Town of Rye, NY

Name of the Contractor/Subcontractor/Vendor: _____

Address: _____

Trade/Vendor: _____

Application # _____ Dated _____.

We certify that we have completed _____ % of our Contract.

Prior to this requisition we have received payment equal to _____ % of our contract amount.

The undersigned, upon receipt of the above requisition payment hereby releases and discharges the Owner of and from any liability or obligation in any way related to or arising out of this project up to and including the date of this document.

The undersigned further covenants and agrees that it shall not in any way claim or file a mechanic's or other lien against the premises of the above designated project, or any part thereof, or against any fund applicable thereto for any of the work, labor, materials heretofore furnished by it in connection with the improvement of said premises.

The undersigned further warrants that, in order to induce the Owner to release this partial payment, they have paid all claims for labor, material, insurance, taxes, equipment, etc., employed in the prosecution of the work above, to date of this requisition.

The undersigned hereby releases and agrees to hold the Owner harmless from any and all claims in connection with the furnishing of such labor and materials, etc., for the construction of the aforementioned project.

The undersigned further guarantees that all portions of the work furnished and/or provided by them are in accordance with the contract and that the terms of the contract with respect to these guarantees will hold for the period specified in said contract.

IN WITNESS WHEREOF, we have executed under seal this release on the above date and to be legally bound hereby:

WITNESS: _____ FIRM: _____

BY: _____

State of New York, County of subscribed and sworn to before me this ____ day of _____ 201_ ____

Notary public

My commission expires _____

END OF SECTION

SECTION 01 2300

ALTERNATES

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SECTION INCLUDES

- A. Description of alternates for selection by the Owner, not included in the Base Bid.

1.3 RELATED REQUIREMENTS

- A. Document 00 2113 - Bidding Requirements: Instructions for preparation of pricing for alternatives.
- B. Section 00 4100 Bid Form for listing amount of each alternate.
- C. Document 00 5200 - Form of Agreement: Incorporating monetary value of accepted alternatives.

1.4 ACCEPTANCE OF ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at Owner's option. Accepted alternates will be identified in the Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work to integrate the Work of each alternate.

1.5 SCHEDULE OF ALTERNATES - Not Used

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION - Not Used

END OF SECTION

SECTION 01 3000

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Section 01 1000 Summary of Contract
- C. Section 01 7800 Closeout Submittals

1.2 SECTION INCLUDES

- A. Progress meetings.
- B. Coordination meetings
- C. Submittals for review, information, and project closeout.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at maximum at one week intervals.
- B. Arconics Architecture, P.C. will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Project superintendents for all subcontractors, Arconics Architecture, P.C. , and Consultants as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of problems that impede, or will impede, planned progress.
 - 5. Review of submittals schedule and status of submittals.
 - 6. Review of delivery schedules.
 - 7. Review of off-site fabrication and delivery schedules.
 - 8. Maintenance of progress schedule.
 - 9. Corrective measures to regain projected schedules.

10. Planned progress during succeeding work period.
11. Effect of proposed changes on progress schedule and coordination.
12. Other business relating to Work.

3.2 WEEKLY COORDINATION MEETINGS:

- A. The General Contractor for Construction shall schedule and hold weekly general project coordination meetings at regularly scheduled times that are convenient for the attendance of other subcontractors and other parties involved. These meetings are in addition to specific meetings held for other purposes, such as regular project meetings and special pre-installation meetings. Required attendance includes General Contractor, and Plumbing, Electrical, and HVAC subcontractors. Conduct meetings in a manner that resolve coordination problems. The General Contractor shall preside at each meeting and shall record meeting minutes. The General Contractor shall distribute copies of the meeting minutes to everyone in attendance, the Architect and Owner and to others affected by the decisions and actions resulting from each meeting.

3.3 SUBMITTALS FOR REVIEW

- A. All submittals are the product and the property of the Contractors. The Owner or Architect shall not be responsible for the contractors' construction means, methods or techniques: safety precautions or programs; acts or admissions; or failure to carry out the work in accordance to the contract documents
- B. Shop Drawing Submittal Log no later than five (5) days after award of contract.
- C. Shop Drawing Submittals shall be submitted no later than twenty one (21) days after Letter of Award of Contract. No further payments will be made to the contractor after twenty one (21) days until all of the following submittals are made:
- D. The following submittals, including but not limited to the following, shall be submitted for review:
 1. Product data.
 2. Shop drawings.
 3. Samples for selection.
 4. Samples for verification.
 5. Templates.
 6. Design mix formulas.
 7. Coordination drawings for use on-site).
 8. Standard wiring diagrams.
- E. Submit to Arconics Architecture, P.C. for review for the limited purpose of checking for conformance with information given and the design concept expressed in the contract documents.
 1. Markings or comments by Architect on shop drawings shall not be construed as relieving the Contractor from compliance with the contract documents. The Contractor remains responsible for details and accuracy; for conforming and correlating all quantities; verifying all dimensions; for

selecting fabrication processes; for means, methods and techniques of assembly; and performing their work in a code-compliant and safe manner.

2. No extension of the contract time will be authorized due to Contractor's failure to transmit submittals adequately in advance of work to permit processing.

3.4 NUMBER OF COPIES OF SUBMITTALS

- A. Documents: Submit one electronic copy in PDF format; an electronically-marked up file will be returned. Create PDFs at native size and right-side up; illegible files will be rejected. All submittals shall be in electronic format and conforming to the following:
 1. Each item shall be in a separate file.
 2. Provide a transmittal with each electronic submittal and list each item that's included.
 3. Provide a Cover Sheet with each item - in the same file as the technical submittal.
 4. Do not zip the files, and do not put the files in Folders.
 5. Do not email electronic submittal attachments larger than 5 MB.
 6. Make all technical submittals at one time per trade- refer to the specification for additional submittal requirements for example:
 - a. Concrete; Masonry; Miscellaneous Fabrications; Roofing; etc.

3.5 SUBMITTAL PROCEDURES

- A. Transmit each submittal with a copy of approved submittal form.
- B. Shop drawings are the product and the property of the Contractor. The Owner or Architect shall not be responsible for the contractor's construction means, methods or techniques: safety precautions or programs; Acts or admissions; or failure to carry out the work in accordance to the contract documents.
- C. Identify Project, Contractor, Subcontractor or supplier; pertinent drawing and detail number, and specification section number, as appropriate on each copy.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of Products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
 1. Contractor's submittal of shop drawings certifies that the contractor has reviewed and coordinated this shop drawing and they are in conformance to the plans, specifications, applicable codes and other provisions of the Contract Documents.
- E. Deliver submittals to Arconics Architecture's e-mail address and/or Consultants when directed.
- F. Schedule submittals to expedite the Project, and coordinate submission of related items.
- G. Identify variations from Contract Documents and Product or system limitations that may be detrimental to successful performance of the completed Work.
- H. Provide space for and Arconics Architecture, P.C. and consultants review stamps.

- I. When revised for resubmission, identify all changes made since previous submission.
- J. Distribute reviewed submittals as appropriate. Instruct parties to promptly report any inability to comply with requirements.
- K. Submittals not requested will not be recognized or processed.

3.6 ARCHITECT'S ACTION

- A. **General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.**
- B. General: Except for submittals for the record and similar purposes, where action and return on submittals is required or requested, the Architect/Engineer will review each submittal, mark with appropriate "Action".
- C. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

End of Section

SECTION 013300
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 GENERAL REQUIREMENTS

- A. Work of this Section, as shown or specified, shall be in accordance with the requirements of the Contract Documents.

1.2 SECTION INCLUDES

- A. Work of this Section includes all labor, materials, equipment, and services necessary to complete submittal requirements as specified herein, including, but not limited to, the following:
 - 1. Shop drawings and samples.
 - 2. Integrated drawings.

PART 2 PRODUCTS

2.1 SHOP DRAWINGS AND SAMPLES

- A. General
 - 1. Each Contractor shall be responsible for coordinating the schedule for submittal of shop drawings and samples with their progress schedule and the requirements of the Contract Schedule and submit a coordinated schedule of submission of all shop drawings and samples to the Architect for their contract.
 - 2. Failure of the Contractor to schedule and submit shop drawings and samples in ample time for checking, correction, and rechecking will not justify any delay in the Contract Schedule. Allow ample time for items to be tested, including time for retesting if the tests or mock-ups fail.
 - 3. Samples, shop drawings, manufacturers' literature, and other required information shall be submitted in sufficient time to permit proper consideration and action on same before any materials and items are delivered on the work. Stagger submissions so that the Architect can review the documents in an orderly and timely manner. All samples of materials requiring laboratory tests shall be submitted to the laboratory for testing not less than 90 days before such materials are required to be used in the work. All other samples, manufacturers' literature, and other sample information shall be submitted for approval not less than 30 days before such materials are required to be used in the work.
 - 4. Shop drawings for each Section of the work shall be numbered consecutively and the numbering system shall be retained throughout all revisions. Each drawing shall have adequate clear space for the stamps of the Contractor, Architect, and one of the Architect's consultants.

5. All shop drawings shall be thoroughly checked by the Contractor for compliance with the Contract Documents before submitting them to the Architect and shall bear the Contractor's stamp of approval certifying that they have been so checked. Any shop drawings submitted without this stamp of approval and certification, and shop drawings which, in the Architect's sole opinion, are incomplete, contain errors or have not been checked, or only checked superficially, will be returned unchecked by the Architect for re-submission by the Contractor.
6. In checking shop drawings, the Contractor shall be responsible to verify all dimensions and field conditions and shall check and coordinate the shop drawings of any Section or trade with the requirements of all other Sections or trades whose work is related thereto, as required for proper and complete installation of the work. The Architect will review shop drawings. The Architect's acceptance of shop drawings is for design only and not method of assembly or erection. Acceptance shall in no way be construed as (1) permitting any departure whatsoever from the Contract Documents; (2) relieving the Contractor of full responsibility for any error in details, dimensions, omissions, or otherwise that may exist; (3) relieving the Contractor of full responsibility for adequate field connections, erection techniques, bracing, or deficiencies in strength; (4) relieving the Contractor of full responsibility for satisfactory performance of all work and coordination with the work of all subcontractors and other contractors; or (5) permitting departure from additional details or instructions previously furnished by the Architect. Acceptance of such drawings shall not be construed as a complete check, nor shall it relieve the Contractor from responsibility for proper fitting of the work, nor from the necessity of furnishing any work which may not be indicated on shop drawings when approved. The Contractor shall be solely responsible for any quantities which may be shown on the shop drawings.
7. No work shall be fabricated, manufactured, or installed from shop drawings stamped "Revise and Resubmit" or "Rejected," and such shop drawings shall be corrected and resubmitted by the Contractor until accepted by the Architect. At least one complete set of shop drawings marked "No Exceptions Taken" or "Make Corrections Noted" shall be kept at the site in the Contractor's field office for reference at all times. "Revise and Resubmit" or "Rejected" shop drawings shall not be permitted at the site.
8. Submittals marked "No Exceptions Taken": Submittals which require no corrections by the Architect will be marked "No Exceptions Taken."
9. Submittals Marked "Make Corrections Noted": Submittals which require only a minor amount of correcting shall be marked "Make Corrections Noted." This mark shall mean that checking is complete and all corrections are obvious without ambiguity. Fabrication will be allowed on work marked "Make Corrections Noted" provided such action will expedite construction and noted corrections are adhered to. If fabrication is not made strictly in accordance with corrections noted, such work in accordance with corrected submittals.
10. Submittals Marked "Revise and Resubmit" or "Rejected": When submittals are contrary to contract requirements or too many corrections are required, they

shall be marked "Revise and Resubmit" or "Rejected." No work shall be fabricated under this mark. The Architect shall list his reasons for rejection on the submittals or in the transmittal letter accompanying their return. The submittals must be corrected and resubmitted for approval.

11. All shop drawings and samples shall be identified as follows:
 - a. Date of submittal.
 - b. Title of project.
 - c. Name of Contractor and date of his approval.
 - d. Name of subcontractor or supplier and date of submittal o Contractor.
 - e. Number of submission.
 - f. Any qualification, departure, or deviation from the requirements of the Contract; shall be EXPLICITLY NOTED.
 - g. Federal Specification or ASTM number where required.
 - h. Such additional information as may be required by the Specifications for the particular material being furnished.
12. If the Contractor wishes to deviate from the materials or details as shown in Specifications or Drawings, he shall submit the proposed deviation with shop drawings and/or samples stating the extent and the materials or details being replaced. The Contractor shall also submit information on the allowed credit or extra cost required for the proposed deviation, if any, and also all information relating to the work of other Sections revised by the proposed deviation.
13. The Architect and Engineer will review and approve shop drawings and samples for approval within 20 calendar days, but only for conformance with the design concept of the work and with information contained in the Contract Documents.
14. Incomplete shop drawings will be returned without checking for proper submission, and this shall not be considered as cause for delay of the work or extra compensation to the Contractor.
15. The Contractor shall submit appropriate transmittal forms with every submittal of shop drawings, manufacturer's literature, and samples. All reproducibles shall be rolled on cardboard tubes for resubmittal. The Contractor shall submit all required shop drawings, manufacturer's literature and samples in accordance with the procedures specified herein.
16. Unless otherwise specifically directed by the Architect, make all shop drawings accurately to a scale sufficiently large to show all pertinent features of the item and its method of connection to the work.
17. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings.
18. Submit one copy of each standard referred to in the Specifications (ASTM, Fed. Spec., etc.) with the submission of each respective shop drawing, sample, or literature.

B. Submission of Shop Drawings

1. Architectural Work: Submit pdf of each shop drawing to the Architect for approval. If approved, the Architect will return pdf stamped "No Exceptions Taken" or "Make Corrections Noted," and the Contractor shall print the required number of copies. In the event the Architect returns pdf stamped "Revise and Resubmit" or "Rejected," the Contractor shall make indicated changes and resubmit pdf to the Architect.
2. Structural Work and Mechanical Work: Submit pdf of each shop drawing to the Engineer, with pdf to the Architect. If accepted, the Architect shall return pdf stamped "No Exceptions Taken" or "Make Corrections Noted," and the Contractor shall print the required number of copies. In the event the Architect returns pdf stamped "Revise and Resubmit" or "Rejected," the Contractor shall make indicated changes and resubmit pdf to the Engineer and the Architect.
3. Prints: The Contractor shall provide all prints or shop drawings as reasonably required by subcontractors, material suppliers, superintendents, inspectors, and others as required for the work, or as directed by the Architect. The Contractor shall pay all costs in connection with printing and distribution of shop drawings.

C. Submission of Manufacturer's Literature, Including Catalog, Catalog Cuts, Brochures, Charts, Test Data, and Similar Information

1. Manufacturer's literature will receive consideration only when accompanied by the transmittal form properly filled out, as indicated, and listing each item of literature, as well as the Specification Section and paragraph numbers describing such materials. Any deviations from contract requirements shall be stated on the above form or attached to it.
2. Architectural Work: Submit pdf of manufacturer's literature to the Architect for acceptance. If accepted, the Architect will return pdf stamped "No Exceptions Taken" or "Make Corrections Noted." The Contractor shall resubmit pdf of correct or corrected literature of all submissions stamped by the Architect "Revise and Resubmit" or "Rejected."
3. Structural Work and Mechanical Work: Submit pdf of manufacturer's literature to the Engineer and the Architect. If accepted, the Architect will return pdf stamped "No Exceptions Taken" or "Make Corrections Noted." The Contractor shall resubmit pdf of correct or corrected literature to the Engineer for all submissions stamped "Revise and Resubmit" or "Rejected" by the Engineer.
4. All copies of manufacturer's literature required to be resubmitted hereunder shall be original printed material. Reproductions of printed material will not receive consideration.

D. Submission of Samples

1. All samples shall be submitted in triplicate unless otherwise indicated in the Specifications.

2. Samples will receive consideration only when each is clearly labeled and when accompanied by the transmittal form properly filled out, as indicated, and listing each sample, as well as the listing of any ASTM, Federal or other standard references specified or applicable and such additional information as may be required by the Specifications for the materials being submitted. Any deviation from the contract requirements shall be so stated on the above form or attached to it.
3. The Architect shall have the right to require submission of samples of any materials, whether or not specifically indicated in the various Sections of the Specifications.
4. Unless otherwise specified, samples of sufficient size to indicate general visual effect shall be submitted. Where samples must show a range of color, texture, finish, graining, or other similar property, the Contractor shall submit sets of pairs illustrating the full scope of the range.
5. Two (2) samples of each submission will be returned to the Contractor; and for the supplier and one from the Contractor to store on site for reference by the Architect. Samples stamped "Revise and Resubmit" or "Rejected" by the Architect shall be resubmitted in triplicate by the Contractor.
6. All samples stamped "No Exceptions Taken" or "Make Corrections Noted" shall be kept at the site in the Contractor's field office facilities for reference at all times. "Revise and Resubmit" or "Rejected" samples shall not be kept at the site.

PART 3 EXECUTION

3.1 COORDINATION OF SUBMITTALS

- A. Prior to submittal for Architect's review, use all means necessary to fully coordinate all material, including the following procedures:
 1. Determine and verify all field dimensions and conditions, materials, catalog numbers and similar data.
 2. Coordinate as required with all trades and with public agencies involved.
 3. Secure all necessary approvals from public agencies and others and signify by stamp, or other means, that they have been secured.
 4. Clearly indicate all deviations from the Contract Documents.
- B. Unless otherwise specifically permitted by the Architect, make all submittals in groups containing all associated items; the Architect may reject partial submittals as not complying with the provisions of the Contract Documents.

END OF SECTION

SECTION 01 3554

FEDERAL AND STATE PREVAILING WAGE RATES

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 PROVISIONS OF LAW DEEMED INSERTED

- A. Each and every provision of Federal law and clauses required by law to be inserted in the Contract shall be deemed to be inserted herein and the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.
- B. The Contractor and subcontractors shall comply with applicable provisions of the Labor Law and all other state laws and Federal and Local statutes ordinances, codes, rules and regulations and orders which are applicable to the performance of this contract. The Contractor shall likewise require all sub-contractors to comply therewith. The attention of the Contractor is particularly, but not exclusively, directed to Sections 220 through 223 of the New York State Labor Law and Sections 109 of the New York State Municipal Corporations Law, The Davis-Bacon Act (40 USC 276a to 276a-7) as supplemented by Department of Labor Regulations (29 CFR Part 5), Copeland "Anti-Kickback" Act (18 USC 874) as supplemented by Department of Labor Regulations (29 CFR Part 3), Title 40 USC Section 3145 and the following:
 - 1. The Contractor shall post the prevailing wages in a conspicuous place on the job site.
 - 2. Posters shall list the Department of Labor's Public work field offices with telephone numbers.
- C. All contractors and subcontractors shall furnish each of its workers with written notification of the applicable prevailing wage rates and supplements at the commencement of and at periodic intervals during the performance of the Work as required by the New York Labor Law
- D. The Contractor shall provide with each payment requisition certified payrolls and keep certified payroll records at the job site.
- E. Federal Prevailing Wages Schedule for this project can be obtained by the bidders on the DOL web site as follows:
 - 1. <http://www.wdol.gov>
 - 2. Click on: "Selecting DBA WDs"
 - 3. Under "Selection Criteria" select "New York"; "Westchester County"; "Type All"
- F. NOTE THESE WAGE RATES ARE UPDATED PERIODICALLY. It is the responsibility of the General Contractor to use the latest published wage rates.

END OF SECTION