April 22, 2015

Addendum No. 1

Queens College – ADA Bathroom Upgrade (Five Buildings)
Project No: QC313170

This Addendum is issued for the purpose of amending the subject Bid Documents as detailed below and is hereby made part of said Bid to the same extent as though it were originally included therein. Bidders are asked to acknowledge receipt of this Addendum by returning it signed with their submitted Bid. Failure to do so shall be considered grounds for rejection of your Bid.

1) **The Due Date to submit a Bid for this project has been extended to 11:00 a.m. on Thursday, April 30, 2015.**

2) **Bids will be opened at 11:30 a.m., on Thursday, April 30, 2015, at CUNY Office of Facilities Planning, Construction and Management, 555 West 57th Street, 16th floor Conference Room.**

3) **Project Manual & Contract, Volume 1, Part II – Information for Bidder, Section 1(h) is revised to the following:**

(h) **Bidder is to provide a project and reference list demonstrating that it meets the experience requirements: Completion of at least three different contracts (public or private) for General Construction work of similar size and scope to this Contract, completed within three (3) years of the Bid Opening Date. See Part III.C.**
4) Project Manual & Contract, Volume 1, Part III C. is revised (attached).

5) See amended specifications Section 220000 – General and Supplementary Conditions for Plumbing Work (attached).

6) Revised Drawing: FA301 (attached)

Questions and Answers

A. QUESTIONS RELATED TO DRAWINGS:

1. Drawing T-000.00; note # 26: It is noted that the contractor shall provide a written report of any clogged lines to be prepared after testing the lines. Will this work be required to rectify the lines added to the contract or an allowance shall be provided in the contract?
   a. Provide a price for the testing of existing lines only; no allowance shall be provided. Work to rectify the lines is not part of this contract.

2. Drawing T-000.00; note # 27: It is possible that the old plumbing trims attached to the fixtures to be handed over to the college may be damaged during removal. Will the contractor be liable for the damaged trims?
   a. No, the GC will not be liable for these items. Care should be taken, nonetheless.

3. Drawing A-300.00; general notes: Tiles attic stock to be provided is 15 %, while specifications section 093000 page 3 requires 20 % attic stock is to be handed over to the owner. Which is correct?
   a. Provide 20% attic stock to Queens College (QC).

4. Drawings FA-301.00 & FA 501.1; general notes require elaborate inspection of the Fire Alarm system, while the scope of work includes replace of strobes (SL). Is the contractor required to coordinate this work with the inspector to be engaged for Fire Department testing and commissioning?
   a. This minor in-kind work was not required to be filed with the FDNY. Contractor is only responsible for coordination with the existing FA vendor (Simplex Grinnell) re: temporary shutdowns and the replacement, activation and testing of the system after work is complete.

B. GENERAL QUESTIONS:

1. In case of conflict in bid documents, what is the order of priority to follow?
   a. Bidders shall assume the worst-case scenario, i.e. greatest quantity/larger scope of work.
2. Can the contractor work in all bathrooms simultaneously? Or phasing will be required. Please confirm.
   a. Scheduling of Fitzgerald Gym bathrooms must be coordinated with QC. King Hall toilets can be done simultaneously. Rathaus Hall Bathrooms 100 & 200 must be completed prior to 02A and 02B. Scheduling of Dining Hall bathrooms must be scheduled so that at least 1 men’s and 1 women’s bathroom is not under construction.

3. What will be working hours during business days?
   a. Working hours may start as early as 6am to 5pm.

4. Can the contractor work overtime if required and what will be the maximum time allowed?
   a. Yes, per CUNY/QC approval. There’s no time limit to work prior to or after the regular hours. All hours will be included as straight time.

5. General Conditions Section 32; field office: Field Office is to be provided by the contractor with furniture, lighting, heating, telephone and fax etc. Please confirm that it is required including maintenance.
   a. Field office not required.

6. Confirm that utilities connection from the existing buildings will be provided to the contractor.
   a. Yes.

7. Confirm that storage area for equipment and materials will be provided to the contractor within the proximity of the work areas.
   a. Contractor is responsible for providing container box and paying parking fees to QC if taking up parking spaces. QC will not provide a staging area outside the work area.

8. Confirm that this project is not PLA and non-VIX.
   a. This is a prevailing wage job. It is not PLA or a WICKS job.

C. OTHER CONTRACTOR QUESTIONS

1. Please advise who the Fire Alarm Vendor is for this project.
   a. Simplex Grinnell

2. How is job phased?
   a. See question B2 above for anticipated phasing.
3. Drawings read 15% attic stock to be included - specifications read 20%, follow drawings or specs?
   a. Follow the specifications: 20%.

4. Drawings and/or specs do not mention a cove base at wall tile – are we to include?
   a. See specification section 093000 Part 1, 1.2, 2: “and matching base.” Include cove base in bid.

5. Are you looking for separate photography bid or does it have to be part of the total bid?
   a. We are not looking for a separate photography bid. The contractor may document the conditions using a phone camera.

Contact: Michelle Bent, CUNY.Builds@cuny.edu

By signing in the space provided below, the Bidder acknowledges receipt of this Addendum.

This Addendum must be signed by the Bidder and submitted with the Bid.

Name of Bidder

<table>
<thead>
<tr>
<th>Name of Authorized Bidder Representative</th>
<th>Title</th>
<th>Signature</th>
<th>Date</th>
</tr>
</thead>
</table>
C. Completed Project & Reference List

The Bidder is to complete this project and reference list demonstrating that it meets the experience requirements: Completion of at least three different contracts (public or private) for General Construction Work of similar size and scope to this Contract, completed within three years of the Bid Opening Date. List as many projects as applicable, but no less than three, to demonstrate fulfillment of this requirement. Number of additional pages attached: ________

<table>
<thead>
<tr>
<th>Owner Name</th>
<th>Project Name</th>
<th>Name, Title, Address, Phone #, Email of Reference Contact</th>
<th>Contract $ Value</th>
<th>Date Completed</th>
<th>Description of Project Size &amp; Scope</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SECTION 220000 - GENERAL AND SUPPLEMENTARY CONDITIONS
FOR PLUMBING WORK

1. GENERAL CONDITIONS

   a. The General Conditions of the Contract, the American Institute of Architects Standard Document # A201 General Conditions of the Contract for Construction®, April 1987 edition, 14 articles, 24 pages, and the following supplementary requirements apply to all sections of this specification.

   b. Where General and Supplementary Conditions specified in these documents modify the AIA General Conditions, they shall take precedence.

   c. Where General and Supplementary Conditions clauses are repeated, it shall be understood as calling special attention to them or as a further qualification, and shall not be assumed as omitting any further clause or the General Conditions.

   d. Maintain adequate protection of the work from damage, and protect the Owner’s property and the public from injury or loss arising in connection with this work. Make good any such damage injury, or loss, and accept exclusive liability and hold harmless the Owner and Engineer against injuries or claims therefore of all persons and any alleged damage to property in connection with the work. Erect and maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of the workmen and the public.

2. DEFINITIONS

   a. The terms Contractor, The Contractor, or This Contractor refer to the Contractor awarded the work or the Contract.

   b. The term Owner refers to Queens College, 65-30 Kissena Blvd., Queens, NY 11367.

   c. Piping shall be understood to mean all pipes, fittings, nipples, valves, and all accessories connected thereto.

   d. As shown, as indicated, as specified, as scheduled, etc., refers to information on
drawings or in the specifications.

e. Existing refers to work, material, or equipment in existence prior to date of these specifications and contract drawings.

f. Remove refers to material or equipment to be removed from building.

g. Relocate refers to equipment to be relocated as indicated.

h. Reused refers to salvageable components to be utilized.

i. The words “or equal”, “or approved equal”, “equal to”, refer to substitution of manufacturer not specified which shall receive approval of Owner or Owner’s representative in writing.

j. Provide shall mean furnish and install or furnish labor and material required for installation of.

k. Directed shall mean as directed by Owner or Owner’s representatives.

l. Concealed, where used in connection with insulation and painting of piping, and accessories, shall mean that they are hidden from sight as in trenches, chases, furred spaces, pipe shafts, or hung ceiling; also where they are not hidden from sight in partly excavated or crawl spaces.

m. Exposed, where used in connection with insulation and painting of piping, and accessories, shall mean that they are not concealed as defined above.

3. INDEMNITY

a. Provision must be made to insure the Hold Harmless Agreement which reads as follows:

i. The Contractor hereby agrees to indemnify and save harmless the Owner, Building Management, and Engineers from and against all liability claims and demands on account of injury to persons including death resulting therefrom and damage to property arising out of the performance of these contract documents by the Contractor’s property. The Contractor shall, at his or its own expense, defend any and all actions at law brought against the Owners, and the same Owner’s
representative above and shall pay all attorneys’ fees and all expenses, and promptly discharge any judgments arising therefrom. These conditions shall also apply to any subcontracted operations.

ii. The Contractor shall secure and protect the Work and shall bear and be liable for, and shall repair and replace all loss and damage of any kind which may happen to the Work at any time prior to the final completion and acceptance thereof from any cause whatsoever, and the Owner and Engineer will not, in any manner, be answerable or responsible for any loss or damage that shall happen to the Work or any part thereof, nor for any materials, equipment, tools, plant, facilities or other things that may be employed therein or placed upon the premises by the contractor, the latter being solely responsible therefore until the Work has been fully accepted by the Owner.

iii. Contractor hereby agrees, to the extent permitted by law, to assume the entire responsibility and liability for and defense of and to pay and indemnify the Owner, any lender providing construction or permanent financing for the Project, and the Engineer (collectively the Indemnities) against any loss, expense or liability and will hold each of them harmless from any pay any loss, damage, cost or expenses (including without limitation, judgments, attorney’s fees, court costs and the cost of appellate proceedings), which the Indemnities (collectively or individually) incur because of injury to or death of any person or on account of damage to property, including loss of use thereof, or any other claim arising out of, in connection with or as a consequence of the performance of the Work, and/or any act or omission of the Contractor or any of its subcontractor, officers, directors, employees, agents or anyone directly or indirectly employed to Contractor or anyone whose acts Contractor may be liable as it relates to the scope of this contract. However, nothing herein contained shall require the contractor to provide indemnification against the proportion of any liability for claims which are proven to have harmless. Contractor will purchase and maintain such insurances as will protect it from any costs and expenses relating to the foregoing, including, without limitation, contractual Coverage covering the foregoing indemnity, and shall provide Owner with certificates evidencing same in the form annexed hereto.

4. INSURANCE TO BE PROVIDED BY CONTRACTOR

   a. The Contractor shall, through agents and in amounts and by companies to be approved by the Owner, obtain, maintain in force during the period covered by the Contract and pay for
such insurance as required herein. If the contractor shall fail to deliver certificates for its
insurance or the insurance of its subcontractors to the Owner within forty-eight (48) hours
after demand, and in any event, prior to commencement of the work on the Project, the
Owner may obtain such insurance for the contractor and pay premiums thereon, and the
Contractor shall repay the Owner, on demand, any sum or sums, together with interest
therein, from any money due or to become due to the contractor under this Contract. As
provided below, every policy of insurance required hereunder shall name the indemnities
as additional insured and shall provide for giving the Owner and the other Indemnities as
additional insured and shall provide for giving the Owner and the other Indemnities if so
requested in writing thirty (30) days prior written notice of the cancellation thereof.

b. Any policy of insurance covering the contractor’s own tools, plant and facilities against
loss by physical damage shall include an endorsement providing that the Underwriters
waive their rights of subrogation against the Owner and the construction Manager.
c. The Contractor shall not commence work under this Contract until it has obtained all of
the insurance referred to herein and Contractor and/or subcontractor shall be required to
maintain the following insurance in amounts no less than those specified below:

i. Worker’s Compensation in accordance with the laws of the State with
   Jurisdiction.

ii. Employer’s Liability insurance in an amount not less than $100,000.00.

iii. Comprehensive General Liability/Umbrella Liability for:

   (1) Bodily Injury Liability Insurance

   (2) Property Damage Liability with limits of $1,000,000 / $5,000,000
       combined single limit each occurrence, including, but not limited to,
       Comprehensive Form Premises - Operations Explosion and Collapse
       Hazard, Products/ Completed Operations Hazard (2 years extension
       beyond completion of Project), Contractual Coverage, (including
       coverage for the Indemnity Clauses provided under this Contract) Broad
       Form Property Damage, Independent Contractors, Personal Injury
       (employees exclusion deleted) and >X=,=C= and >U= exclusions
       deleted.

   (3) Comprehensive Automobile Liability
Comprehensive, Owned, Hired, Non-Owned with limits $500,000 combined single limit each occurrence.

(4) Contractor shall verify that these requirements are acceptable to the Owner. If not, they shall obtain insurance coverages in accordance with their requirements.

(5) Contractor shall obtain insurance coverage in accordance with Montefiore Management requirements, which in some cases are in excess of the above stated values.

d. The above insurance shall without liability on the part of the Owner for premiums thereof, include the following:

i. Endorsement as Additional Insured of:

Owner, Lender, Engineer and their partners, directors, officers, employees, agents, and representatives; and

all other indemnit

ies named in the Contract.

Thirty (30) Day prior Notice of Cancellation to each name insured; and

Waiver of Subrogation.

a. The above policies shall be endorsed to contain the following wording verbatim:

i. Owner is interested in the maintenance of this insurance and it is agreed that this insurance will not be canceled, materially changed or not renewed without at least a thirty (30) day advance written notice to Owner and the other additional insured of so requested in writing.

Contractor hereby agrees, to the extent permitted by law, to assume the entire responsibility and liability for and defense of and to pay and indemnify the Owner, any lender providing construction or permanent financing for the Project, and the Engineer (collectively the Indemnities) against any loss, damage, cost of expense (including without limitation, judgments, attorney’s fees, court costs and the costs of appellate proceedings), which the Indemnities (collectively or
individually) incur because of injury to or death of any person or on account of damage to property, including loss of use thereof, or any other claim arising out of, in connection with our as a consequence of the performance of Work, and. Or any act or omission of the Contractor or any of its subcontractors, officers, directors, employees, agents or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable as it relates to the scope of this Contract. However, nothing herein contained shall require the Contractor to provide indemnification against the proportion of any liability for claims which are proven to have arisen from the negligence of the party asked to be defended, indemnified or held harmless. Contractor will purchase and maintain such insurance as it will protect it from any costs and expenses relating to the foregoing, including, without limitation, contractual coverage covering the foregoing indemnity, and shall provide Owner with certificates evidencing same.

Coverage includes as Additional Insured Owner, any lender providing permanent or construction financing for the Project, Engineer and their partners, directors, officers, employees, agents and representatives; and 2) all other Indemnities named in the Contract as respects worked performed by or for the Named Insured in connection with the Project.

The Insurance companies waive their rights of subrogation against the Additional Insured which may arise by reason of payment under the Comprehensive General Liability and Umbrella Liability policies in connection with the project.

b. Contractor will be required to purchase and maintain such insurance as will protect it for the contractual indemnity of this project.

c. Upon request of the Owner, the Contractor shall add additional insured at no expense to the Owner.

5. PLUMBING CONTRACTOR QUALIFICATIONS

a. Plumbing work shall be performed by a master plumber with (5) years of experience (under present company name) and have satisfactorily completed (5) projects of similar size, scope and complexity as this project.

6. CANCELLATION, ETC.

a. The Owner is interested in the maintenance of this insurance and it is agreed that this
insurance will not be canceled, materially changed or not renewed without at least thirty (30) day advance written notice to Owner and the other additional insured if so requested in writing.

7. SHUTDOWNS

a. When installation of a part of any system (plumbing, heating, air conditioning, electrical or otherwise) requires a shutdown of any operating system, connect the partial system only after notification to and with approval of the Owner. Coordinate activities closely with those of Subcontractor’s so the operation is restricted to as short an interval as possible and out of service time of these facilities is kept to a minimum. Any shutdown of the plumbing system will be done out of hours as approved by Owner.

b. It is imperative that existing systems be maintained in continuous operation during the course of construction; if shutdowns are required to permit the disconnections and removal or reconnection of existing work, or final connection to be made to an existing system, they shall occur only during off-hours and only after power permission has been obtained from Building Management.

c. The Building Management requires not less than seven days notice for shutdown of any building system.

d. Where work during any shutdown period involves the draining and refilling of any water, chilled water, or any other piping system such draining and refilling shall be done by the Contractor. All fluids used for refilling should be of the same type and quality as those derived from the system.

8. CUTTING, ALTERING AND PATCHING

a. The Contractor shall do all cutting, altering and rough patching as required for the installation of the work of all trades employed under this contract, including the restoring of existing work cut for or damaged by installation of new work, and where present work is removed. All materials and workmanship required in connection with cutting, altering and patching shall match the existing work in every respect.

b. All holes and openings occurring in the existing floors after equipment, partitions, floors, steel work, conduits and pipes are removed or installed shall be closed up with materials similar to the adjacent work.
c. The size and location of items requiring an opening, chase or other provisions to receive it shall be given to the Construction Manager by the trade requiring same in ample time to avoid undue cutting of any new work to be installed. This provision shall not relieve the Contractor from keeping informed as to the required opening, chases, etc., nor from responsibility for the correctness thereof, nor for cutting and repairing after the new work is in place.

d. The Contractor shall include all cutting, repairing and patching in connection with this work that may be required to make the several parts come together properly and fit it to receive or be received by the work of other trades, as shown on the drawings and/or specified, or reasonably implied by the drawings and specifications.

e. All repairing, patching, piecing-out, filling-in, restoring and refinishing shall be neatly done by mechanics skilled in their trade to leave same in condition satisfactory to the engineer.

f. Materials and their methods of application for patching shall comply with applicable requirements of the specifications.

g. Cutting, repairing and patching shall include all items shown on the drawings, specified in the specifications or required by the installation of new work or the removal of existing work.

h. The Contractor shall protect and be responsible for the existing building, facilities and improvements. Any disturbance or damage to the work, the existing building, and improvements, or any impairments of facilities resulting from the construction operation, shall be promptly rectified, with the disturbed, damaged, or impaired partitions restored, repaired or replaced at no extra cost.

i. All alterations which are not indicated on the drawings not specified herein but necessary to make good existing work disturbed by reason of the work shall be restored to a condition satisfactory to the Engineer.

9. DEMOLITION WORK

a. The Contractor shall perform all of the demolition work specified in the contract documents, and shall remove from the site all resultant debris and materials which are not to be reused.
b. None of the materials and fixtures removed from the work, except as otherwise shown or specified, shall be used in the new work.

c. Existing equipment and materials to be reused described by the term reset or relocate in the specifications or on drawings, shall be disconnected, removed, stored, repaired, altered as necessary, cleaned thoroughly, and if of wood or ferrous metal, surfaces inaccessible after installation primed in same manner as for new work.

d. A walk-through of the premises will be scheduled during the bid period to visually observe the extent of the demolition work associated with each trade. Each trade shall be fully responsible for all necessary demolition and removals associated with his work.

e. The Contractor shall be held responsible for the condition of all materials and fixtures which are to be reused. Care must be exercised in their removal so that no damage occurs. Should the materials or fixtures be damaged by the Contractor, he shall be responsible to repair to the satisfaction of the Owner or replace in kind.

10. SAFETY OF PERSONS AND PROPERTY

a. Carefully plan the work and see to it that it is executed in an organized orderly and safe manner. Danger and warning signs shall be prominently displayed, and exercise every precaution to offer the fullest protection to pedestrian traffic in and around the premises, building tenants and their guests, Owner’s management and maintenance personnel, and Owner’s representatives.

b. Pay particular attention to fire safety precautions during construction, particularly where welding is required. Storage of flammable and combustible material shall be as directed by the Owner.

c. Contractor shall conform to construction and building fire regulations as directed by Building Management. In addition to regulations and practices as required by local governing authorities. All requirements of these representatives shall be adhered to at no additional cost to the Owner and the contract.

11. LAWS, RULES, PERMITS, FEES & REFERENCES

a. All work and materials shall be in full accordance with the latest rules and regulations of all Municipal Codes and State Laws or regulations. Nothing in these plans or specifications is to be construed to permit work not conforming to these Codes. In cases
where Code requirements differ, the more stringent Code shall take preference.

b. Pay any royalties or fees required in connection with the use of any patented devices or systems, and save Owner harmless from any claims or lawsuits arising from such use.

c. 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 plans and obtain all approvals of all Municipal and State authorities having lawful jurisdiction. Secure and pay any necessary approvals, permits, inspections, etc., and deliver the official records of the granting permits to the Owner. This shall be done without additional cost to the Owner.

d. Federal Safety and Health Regulations: This Contractor must observe and abide to all requirements of Federal Safety and Health Regulations as established by Congress and know as the Occupational Safety and Health Act of 1970.

12. COORDINATION

a. Due to the type of installation, a fixed sequence of operations is required to properly install the complete system. Closely schedule the work in accordance with the requirements so that work will be installed with minimal disruption to the building occupants and operation procedures.

b. Carefully check space requirements with existing conditions, the Owner’s representative and all affected Contractors to insure that chiller, pumps, equipment, ductwork, pipes, conduit, etc. can be delivered to the site, properly stored and installed.

c. Coordinate the work of the section with existing conditions and the work of other sections. The Contractor shall thoroughly acquaint himself with the work involved, and shall verify at the building all measurements necessary for the proper installation of the work, obtaining the same when necessary from the other Contractors and sections. Contractor shall also be prepared to promptly furnish to other Contractors any information relating to the work of this section necessary for the proper installation of other contracts and shall cooperate to secure the best progress of, and harmony between, the work of the different contracts and sections in the interests of the installations as a whole. Confer with other Contractors and Engineer for adjacent work to this section and arrange to have visible portions of work fit and harmonize in a manner satisfactory to the Owner’s representative.

d. Examine all existing work or work previously executed by other Contractors which may
be associated with the new work of this Contract and report any installation conflicts affecting installation of the new work to the Engineer. Commencement of work will be construed as complete acceptance of the installation conditions.

e. Check the construction drawings, shop drawings and equipment details of other contracts, trades and sections, noting all interferences, and immediately call to the attention of the Engineer who will make the proper disposition of same. Work shall be scheduled so as not to interfere with the work of other sections.

f. Wherever work under the contract requires information, material, equipment, etc. to be given or received from other sections, these items shall be transmitted or requested expeditiously to maintain installation schedules and avoid delays in work of the other sections.

g. Perform the work at such time and in such manner as to minimize interference with building’s normal operation. Notify Owner’s representatives in advance each time a service outage or interruption will be required for the performance of some phase of the work. Scheduled such service outage or interruption only after having received approval of date, hour, and time interval required thereof. Schedule or work as directed shall be followed as closely as possible.

13. INTENT AND INTERPRETATION OF DRAWINGS AND SPECIFICATIONS

a. The specifications are accompanied by drawings indicating the general location of equipment and connections thereto. Unless specifically dimensioned, locations of equipment and routings are approximate. Scales on drawings are indicated for bidding purposes only. Drawings shall not be scaled for construction and manufacturing details.

b. Certain systems are diagrammatic and give the general arrangement only. No added compensation will be permitted for variations due to field conditions. Exact locations and arrangements shall be determined in the field on the basis of details indicated on approved shop drawings, and supplementary information issued by the Engineer, and shall provide for operating efficiency, neatness of appearance, and ease of maintenance.

c. In all cases where a device, apparatus, or part of equipment is referred to in the singular number, it is intended that such reference shall apply to as many such times as show or required to complete the work.

d. The work throughout shall be executed in the best and most thorough manner, under the
direction of, and to the satisfaction of, the Owner who will interpret the meaning of the
drawings and specifications, and shall have the power to reject any work and materials
which, in their judgment, are not in full accordance therewith.

e. It is specifically intended, and must be agreed to by the contractor submitting a bid under
this specification that anything (whether material or labor) which is usually furnishes as
part of such equipment as is hereinafter called for (and which is necessary for its proper
completion and operation) shall be furnished as a part of this contract without additional
cost, whether or not shown in detail on the drawings or described in detail in the
specifications.

f. Where disagreements occurs between the drawings and the specifications, or within either
document itself, the item or arrangement of better quality, greater quantity or higher cost
shall be included in the contract.

g. Particular care should be taken so as not to affect in any way the basic design of any
system. Changes in arrangements and/or sizes of piping, equipment, etc. shall not be
effected without the prior written approval of the engineer. Except for such changes as
may be specifically approved by the Engineer or in accordance with approved alternates or
options, all work must be in full accordance with the intent of the plans and specifications,
complete in every way and ready for satisfactory and efficient operation when delivered to
the Owner.

h. The drawings and specifications of other sections or contracts shall be checked for
thorough coordination with work to be performed under this contract.

14. EXECUTION OF WORK

a. Guarantee that the materials and workmanship supplied under the section and contract will
be of the best grade, that the installation will be erected in a practical and first-class manner,
that it will be complete in operation, nothing being omitted in the way of labor and
materials required to make it so, although not specifically shown or mentioned herein and
that it will be delivered in well-working order, complete and perfect in every respect with
guaranteed service and performance.

b. Execute the work as fast as reasonably possible. At all times, keep a competent foreman
in charge of the work, and facilitate the inspection of the work by the Owner.

c. Be responsible for the work until its completion and final acceptance and replace any of
the same which may be damaged, lost or stolen, without additional cost to the Owner.

d. Contractor shall arrange for shop drawing production as prepared by piping engineers and sheet metal draftsman, and sketches to be performed in building premises when requested by Engineer.

15. EXAMINATION OF SITE

a. Visit the building and specifically all areas designated for the installation, and become familiar with existing conditions; examine all drawings relating to the work, and become fully informed as to the extent and character of the work required. Determine any conditions which affect the work. Make a thorough site investigation before submitting bids. No allowances will be made for failure to avail of such information.

b. Take all necessary field measurements of existing conditions as required for fabrication and installation for work of this contract and assume complete responsibility of accuracy of such measurements.

c. Although the location of equipment be shown on the drawings in a certain place, the construction of the building may disclose the fact that the location for this work does not make its position easily and quickly accessible. In such cases, call attention to this fact to the Engineer well in advance of installing work for direction.

d. Investigate spaces, doors, and passages into and through which equipment must be moved and made arrangements for installing large pieces of equipment. Equipment shall be in section of sizes suitable for moving through restricted spaces and openings.

16. STORAGE OF CONTRACTORS MATERIALS

a. Space within the building will be designated by the Owner for storage of tools, materials, equipment, etc. Provide any additional protection required, and assume all responsibility for damage of materials. Materials shall be received at the building in locations as approved by the Owner.

17. USE OF BUILDING ELEVATORS

a. Usage of service elevators will be permitted as directed by the Owner for movement of materials and equipment to the designated installation areas. Use of these elevators shall be coordinated with the Owner prior to site delivery.
b. Passenger elevators will not be used without expressed direction of Owner well in advance to permit building arrangements if such work is to be authorized under normal circumstances.

18. APPROVED EQUIPMENT AND MATERIALS

a. Most items of mechanical and electrical equipment and material are noted on the drawings or in the specifications with a manufacturer’s name and catalog number. This designation is used to set the standard for construction, performance, operation and appearance. Products of other manufacturers will be considered and ruled upon by the Engineer. The submission of a substitution implies that the item has all necessary Underwriters’ Laboratories, Board of Standards and Appeals, New York city MEA, National Electrical code, New York City Electrical Code and New York city Electrical Advisory Board, etc. approvals. Should the item be found not to have such approval, it shall be replaced by the Contractor at no additional cost to the Owner.

b. Furnish information as required to demonstrate that the article, material, apparatus, product or process to be used is adequately comparable to that specified in quality, finish, design, efficiency, durability and general appearance, and has been elsewhere demonstrated to be serviceable for the purposes for which it is intended. If tests or demonstrations are required by the Owner=s representatives, the cost of such tests or demonstrations shall be borne by the Contractor.

c. Contractor shall set forth the reasons to make the substitution and further state what difference, if any, will be made in the contract price for such substitution, should it be acceptable.

19. EQUIPMENT AND SYSTEMS DEVIATIONS

a. The dimensions and ratings of equipment herein specified or indicated on the drawings are intended to establish the outlines and characteristics of equipment furnished by the particular manufacturer or manufacturers specified.

b. Where approved deviations require any redesign of the structure, partitions, foundation, piping, wiring, ductwork, etc., or redesign of any other part of the mechanical, electrical, or architectural layout, all such redesign and new drawings and detailing required therefore shall be at Contractor’s expense for the services which must be performed by the Owner’s representatives at no cost to the Owner.
c. Where approved deviation requires a different quantity and arrangement of piping, wiring, ductwork, conduit, equipment, etc. from that specified or indicated on the drawings, furnish and install any such additional items required by the system, at no additional cost to the Owner.

20. DRAWINGS AND INFORMATION REQUIRED

a. Prepare and submit detailed shop drawings for all of the ductwork, piping work, or other distribution services described herein, or which require close coordination with other work of this section and/or the work of other sections and existing conditions. In case of questions, the Engineers will be the final word as to the requirement for shop drawings for specific areas of work.

b. Sheet metal shop drawings shall be at a minimum of 3/8" = 1/0" scale. These shop drawings shall be used as the coordination drawings for all trades, especially for the sprinkler work, piping installation and major conduit runs.

c. The work described in any shop drawings submission shall be carefully checked by this Contractor for all clearances (including those required for maintenance and servicing), field conditions, maintenance of architectural conditions and proper coordination with all Contractors on the job. Each submitted shop drawing shall include a certification that all related conditions on the job have been checked and that no conflict exists. No shop drawing submission shall be without such certification.

d. Submit to Engineer the electric wiring diagrams, automatic control diagrams and sequence of operation. The wiring diagrams must be completed and coordinated with the equipment actually installed.

e. All drawings, etc. shall be submitted sufficiently in advance of field requirements to allow ample time for checking and no claim for extension of the project schedule will be granted by reason of failure in this respect. All submittal shall be complete and shall contain all required and detailed information.

f. Submit manufacturer’s data, catalog numbers, or shop drawings for equipment, materials, system components, etc., giving full information as to dimensions and adequacy of such items to meet and verify the requirements of the drawings and specifications.

g. If the submittal differ from the requirements of the construction documents, make specific
mention of such difference in the letter of transmittal, with a request for substitution, together with reasons for same in order that, if acceptable, suitable action may be taken for proper adjustment. Otherwise, the Contractor will not be relieved of the responsibility for executing the work in accordance with the construction documents, even though conformance item not indicated in Contractor’s submittal.

h. The processing of any submitted data or shop drawings for material, equipment, apparatus, devices, arrangements and/or layout, shall not relieve the Contractor from the responsibility of furnishing same of proper dimensions and weight, capacities, sizes, quantity, quality and processing shall not relieve the Contractor from responsibility for errors of any sort on the submitted data or shop drawings.

i. Submit to the Engineer one (1) sepia and five (5) prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various section, layout and setting drawings, and such other drawings as required under the various manufacturers’ descriptive data for materials, equipment and fixtures, including catalog sheets schedules; and other pertinent information as specified and required. Transit final approved shop drawings to other Contractors affected by the work.

j. Make every effort to furnish all equipment of any equipment type (such as fans, motors, motor controlled, pumps, valves, etc.) From one manufacturer.

21. AS-BUILT DRAWINGS

a. Upon completion of installation, at Contractor’s own expense, furnish two complete sets of as-built drawings. These drawings shall be submitted to the Owner for approval. After approval, they shall become the property of the Owner. Final payment will be withheld until receipt of the approved as-built drawings. As-built drawings constitute approved Contractor’s shop drawings and manufacturer’s equipment submittals.

22. REMOVAL OF EXISTING EQUIPMENT

a. Make an accurate take-off all existing equipment, piping, and other accessories being removed during demolition and include the cost for disconnecting and removal of said equipment, etc. into the Base Bid. Removals shall be as specified and/or as indicated on the drawings. In certain cases, equipment or materials designated for removal shall remain the property of the Owner and shall be turned over at locations in the building as directed by the Owner.
b. A walk-through of the premises will be held during the bid period to indicate the extent of the removals (see Demolition Work in these specifications).

23. NAMEPLATES, CHARTS AND TAGS

a. Furnish and install laminated Bakelite, Lamicoid, or similar approved nameplates, screwed onto or close by every manual valve, automatic valve, pilot light, remote push-button, panel mounted switches, temperature and pressure gauges, etc. Also provide a nameplate for each control panel and other equipment enclosures. Dymo labels will not be accepted.

b. Nameplates shall not be less than 2 - 2" x 3/4" x 1/8\" thick, white, 1/4\", upper case, cored letters on black background, with beveled edges. Nameplates shall clearly identify each item of equipment such as name and number of the equipment shown on the contract drawings, or as approved by the Owner.

c. Finished cover plates for push-button, switches, indicating light or special outlets shall have the inscription engraved in contrasting 3/16\" black letters.

d. Furnish and install on each valve a numbered 1\" brass tag, secured to handwheel with metal chain link. Use square tags for plumbing work and round tags for heating and air conditioning work.

e. Furnish and install in Mechanical Equipment Room, where directed, a glass covered, valve chart listing each new valve in the room by system, function and number. This chart shall include all valves in the room furnished under this contract.

f. All charts shall be submitted in draft form for approval prior to final issue.

g. Stencil function and service on each new item of equipment in equipment rooms in 5\" high black lettering on light background.

h. Pipe labels indicating service and direction of flow shall be applied at approximately 20 ft. Intervals and near equipment and major branch connections.

24. TEMPORARY LIGHTING AND POWER FOR INSTALLATION

a. Temporary lighting and power shall be provided under the Electrical section of these
specifications by the Electrical Contractor.

b. Usage of permanent wiring system and equipment for Contractor’s temporary light and power requirements is permitted provided the size of the loads applied meets the requirements of New York City Code, and methods of use are approved by Owner.

c. Under the electrical section, maintain temporary lighting and power system in good working conditions, including the relocation and reinstallation when required to avoid interference with the progress of the work. Install temporary light and power in each room constructed to provide working illumination until permanent lighting is installed and energized.

d. Owner will pay costs of electric energy consumed.

e. Temporary power and light shall provide facility for general lighting and portable hand tools and for welding machines.

f. All work in connection with temporary wiring shall be removed at the completion of work as required or as directed by the Owner under the Electrical section of the Specifications.

g. The temporary light and power circuit connections to the existing distribution system shall be organized in accordance with the main building service shutdowns (see attachment in the end of this section).

25. ERRORS AND OMISSIONS

a. In order to discover and resolve and conflicts or lack of definition which might create construction problems, bidder verifies that:

i. We have examined the drawings and specifications for work included. Except for the items described in the attached list, we have discovered no errors, omissions, impractical details, violation of laws, ordinances, rules and regulations of authorities having jurisdiction, or conflicts which would require deviations from the drawings and specifications. (List items for which clarification is necessary in attachment to Bid Quotation Form).

26. GUARANTEE

a. All work performed under these construction documents shall be guaranteed by each
Contractor against faulty and improper material and workmanship for a period of one (1) year from the date of final acceptance and/or beneficial use, whichever occurs first, by the Owner, except that where guarantees or warranties for longer terms are provided by manufacturers, such longer terms shall apply. At no additional cost to the Owner, promptly correct any deficiencies which occur during the guarantee period, all to the satisfaction of the Owner. Provide similar guarantees from subcontractors, manufacturers and suppliers.

b. Be responsible for all leaks in all new piping for a period of one (1) year from the date of completion of work under this contract. Repair at no expense to the Owner, all such leaks which occur after completion of this contract upon 24 hours notice thereof by the Owner. Leaks which occur prior to the completion of this contract shall be repaired at once. Be responsible for any damage caused by such leaks and the repair thereof and reimburse the Owner for all such expenses incurred thereby.

c. All refrigeration compressors shall have a factory guarantee including parts and labor for five years total.

d. The financial acceptance will be made after the Contract has adjusted his equipment, balanced the various systems, demonstrated that it fulfills the equipment of the Drawings and Specifications, and has furnished all the required Certificates of Inspection and approvals.

27. INSTRUCTION MANUAL

a. Submit to the Owner 5 copies of bound instruction manuals containing the following materials for all HVAC, Electrical and Plumbing system:

i. Manufacturer’s mechanical and electrical equipment parts list of all components of the systems listed on the equipment schedules, control diagrams and wiring diagrams of controllers. List shall give System No., Unit No., Manufacturer’s Model No., and Manufacturer’s Drawing No.

ii. Step by step operating instructions for each system including preparation for starting, summer operation, winter operation, shutdown and draining.

iii. Maintenance instructions for each type of equipment.

iv. Possible breakdowns and repairs for each type of equipment.

v. List of nearest local suppliers for all equipment.
vi. Manufacturer’s literature describing each piece of equipment listed on the equipment schedules, control diagrams and wiring diagrams of controllers and a copy of the Air Balance Report.

vii. As-installed control diagrams by the control manufacturer.

viii. Complete as-installed color coded wiring diagrams of all systems and all electrical motor controller connections and interlock connections of all other mechanical equipment.

ix. Chart of the tag numbers, location and function of each valve.

x. Single line diagrams and riser diagrams as applicable.

b. PERFORMANCE TESTS

i. Upon completion of the installation, test and balance all equipment and systems under field operating conditions to demonstrate its compliance with specification requirements.

ii. Should any part of the system fail to meet the contract requirements, adjust, repair or replace all defective or inoperative parts and again conduct the complete performance tests.

iii. Submit test reports to the Owner.

1. REMOVALS AND RELOCATIONS

a. All components or abandoned systems and abandoned portions of systems to be removed are to become the Contractor’s property and removed from the premises.

b. Where portions of systems noted for removal remain in use, permanently seal the point of disconnection so as not to interfere with system operation.

c. Where interferences between existing system components and new work require relocation of the existing components to clear that interference, they may be reused, except where specifically noted to the contrary, providing that their condition is noted by the Owner’s representative and they are approved by him as equivalent to new.

d. Where existing system components are required to be replaced, all new components shall be provided.
e. System components include all accessories, cables, controls, conduits, hangers, bases and supports and outlets.

f. Include in the bid the cost for the removal and/or relocation of all obstructions.

TIME AND MANNER

As time is of the essence of this contract, furnish labor and materials in sufficient quantities and in ample time, do all expediting and scheduling of work required and so manage the operation that work will be completed within time stated in contract, plus any extensions thereof approved by Owner in writing. Should the work not be completed on or before the contract date, Owner reserves the right to direct the Contractor to leave the job during installation of Owner’s equipment and to return and complete his work thereafter without any increase in cost to Owner.

Before undertaking the work, submit an outline and graphic schedule of proposed procedures for approval in order that Owner may plan for and accommodate necessary arrangements to permit work to be done. Progress schedule shall indicate anticipated times when work on each trade is expected to be started and completed. At least once a week, during construction period, schedule shall be revised and resubmitted to show dates when work of each trade actually was begun and completed and any extensions to original schedule approved by Engineer. It shall be submitted by means of a reproducible as specified for shop drawings.

Exercise care at all times to maintain cleanliness in operations, avoid fire and accident hazards and remove inflammable debris promptly. Keep premises clean of construction dirt, dust and debris and maintain conditions acceptable to Owner at all times.

It shall be the specific responsibility of the Contractor to advise his Subcontractors what responsibility each has in scheduling and performing his work to conform to established progress schedule and contract completion date. Subcontractors must be particularly advised, preferable in the terms of agreements entered into by and between them and Contractor, as to time when operation of condenser water system and other apparatus will be required and when all testing of mechanical equipment shall be done so as to have been completed in advance of final inspection to be held on or about contract completion date, and it shall be the further obligation of Contractor to see that the several Subcontractors cooperate fully with one another to that end.