



STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
DESIGN AND CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242



ADDENDUM NO. 1 TO PROJECT NO. 44737

**CONSTRUCTION WORK, HVAC WORK, AND ELECTRICAL WORK
PROVIDE FIVE BAY VEHICLE STORAGE ADDITION
D.O.T. REGION 9, CHENANGO COUNTY
4483 NY STATE ROUTE 12, RD#3
OXFORD, NY**

August 20, 2014

NOTE: This Addendum forms a part of the Contract Documents. Insert it in the Project Manual. Acknowledge receipt of this Addendum in the space provided on the Bid Form.

COMMON DIVISION 1 SECTIONS

1. SECTION 013000 ADMINISTRATIVE REQUIREMENTS: Discard the Section bound in the Project Manual and substitute the attached Section (pages 013000-1 thru 013000-2) noted "REVISED 8/20/14".
2. SECTION 013113 PROJECT SCHEDULE: Discard the Section bound in the Project Manual and substitute the attached Section (pages 013113-1 thru 013113-7) noted "REVISED 8/20/14".
3. SECTION 013119 PROJECT MEETINGS: Discard the Section bound in the Project Manual and substitute the attached Section (pages 013119-1 thru 013119-2) noted "REVISED 8/20/14".
4. SECTION 013300 SUBMITTALS: Discard the Section bound in the Project Manual and substitute the attached Section (pages 013300-1 thru 013300-10) noted "REVISED 8/20/14".
5. SECTION 014100 REGULATORY REQUIREMENTS: Discard the Section bound in the Project Manual and substitute the attached Section (pages 014100-1 thru 014100-2) noted "REVISED 8/20/14".
6. SECTION 015000 CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS: Discard the Section bound in the Project Manual and substitute the attached Section (pages 015000-1 thru 015000-7) noted "REVISED 8/20/14".

7. SECTION 017329 REMOVALS, CUTTING, AND PATCHING: Discard the Section bound in the Project Manual and substitute the attached Section (pages 017329-1 thru 017329-3) noted "REVISED 8/20/14".

END OF ADDENDUM

Margaret F. Larkin
Acting Executive Director

SECTION 013000

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Other requirements pertaining to payments are included in the General Conditions and in the various sections of the Specifications.
- B. Cost Computations: Section 012200.
- C. Submittals: Section 013300.

1.02 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

- A. The Electronic Contractor Payments (ECP) program facilitates electronic submission of payment applications and related documents and information via a secure web-based portal. This portal is hereinafter referred to as the “Vendor Interface”. Hardcopy (paper) submission of the following forms is waived, and the information required by these forms shall be submitted via the Vendor Interface:
 - 1. BDC 58 (Cumulative Monthly Payment Statement)
 - 2. BDC 169 (Contractor’s Application for Payment form).
 - 3. BDC 187 (Detailed Estimate form).
 - 4. BDC 328 (MWBE Utilization Plan) – submitted prior to award
 - 5. BDC 329 (Contractor’s List of Subcontractors–Suppliers).

1.03 SCHEDULES AND RECORDS

- A. Submit the following information not later than 15 days after approval of the Contract unless the Contractor or the Director determines an earlier submission is required to properly schedule or progress the Work.
 - 1. **CONTRACTOR’S LIST OF SUBCONTRACTORS – SUPPLIERS:** An affirmative review of the subcontractor’s responsibility will be conducted. Any subcontractor disapprovals resulting from negative information derived from the State’s review will result in written notice (by letter or e-mail) to the Contractor. A responsibility meeting may result from these actions. The Contractor will defer to the provisions of Article 6, General Conditions, regarding its responsibility to prosecute the work.
 - a. Submit the **CONTRACTOR’S LIST OF SUBCONTRACTORS – SUPPLIERS** information using the required electronic entry process via the Vendor Interface.
 - b. Indicate the items of Work proposed to be accomplished by subcontractors, the name and address of each proposed subcontractor, the dollar value of the subcontract, and Minority and Women-Owned Business Enterprise (MWBE) information.

- 1) Attach a properly completed and executed NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE – FOR PROFIT CONSTRUCTION (CCA-2) and forward to the Vendor Responsibility Unit for each subcontractor whose subcontract is valued at \$100,000.00 or more unless requested otherwise by the Contracting Officer and/or the Director’s Representative.
 - 2) As an alternative to submitting a paper version of the form, subcontractors may opt to submit the CCA-2 on-line via the New York State VendRep System. Information on this system and the New York State vendor responsibility requirements is available at: <http://www.osc.state.ny.us/vendrep/index.htm>.
 - c. Indicate the names and addresses of proposed suppliers, the dollar value of the supplies, and MWBE information.
 - d. Failure in providing this information may result in payments being withheld and referral to the Contracting Officer for a responsibility determination.
- B. If after initial approval, circumstances require a change in a subcontractor or supplier or require additional subcontractors or suppliers to be used, use the Vendor Interface to submit a revised BDC 329 form that reflects the changes or additions.

1.04 DETAILED ESTIMATE

- A. Before making the first requisition for a progress payment, prepare a detailed estimate of quantities and prices for materials, labor and other items required for the Work, which shall aggregate the contract sum.
 1. Submit the DETAILED ESTIMATE information using the required electronic entry process via the Vendor Interface.
- B. The detailed estimate shall be supported by such evidence, including certified copies of subcontracts, as the Director may require.
- C. The detailed estimate must be approved by the Director who may revise it as, in his reasonable judgment, is necessary to make the various items conform to their true values.
 1. The value of each requisition for payment shall be based on the approved detailed estimate.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 013113

PROJECT SCHEDULE

PART 1 GENERAL

1.01 RELATED REQUIREMENTS AND INFORMATION SPECIFIED ELSEWHERE

- A. Summary of Work: Section 011000.
- B. Administrative Requirements: Section 013000.
- C. Project Meetings: Section 013119.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements to plan, schedule, and document the progress of the Project, and predict and prevent delays to established activities and milestones during performance of the Work.

1.03 DEFINITIONS

- A. Project: Work to be performed as part of one or more Contracts.
- B. Schedule: A comprehensive leveling of necessary procedural tasks, the sequencing of those tasks, and the incorporated resource allocation required to successfully complete the Work by the Project completion date.
- C. Activity: A task or grouping of tasks containing an anticipated start-date and corresponding duration, comprising a generalized portion of the Work, that can be identified and measured for planning, coordinating, monitoring, and controlling the project.
- D. Milestone: A significant start or finish to Work on the Project defined by both the Director's Representative and the Contractors.
- E. Bid Milestones: Milestones or phases identified and included in the Contract Documents to be utilized by the Contractors in developing the Baseline Project Schedule.
- F. Spreadsheet: The electronic Excel© file provided to the Contractors for establishing activities, anticipated start, duration, and budgeted cost for Work of the Project.
- G. Baseline Project Schedule: The Activities and their prescribed durations recognizing the completion of the Work of the Project in accordance with the Contract duration and approved by the Director's Representative and Contractors.

1. Updates to the Baseline Project Schedule, including but not limited to starts, finishes, and activity percent complete, as agreed upon at the Project Schedule meeting by the Contractors and the Director's Representative, shall be defined as the Project Schedule.
 2. The Baseline Project Schedule will remain unaltered as a tool to measure progress outlined and anticipated during the initial Project Schedule meeting.
- H. Resource: Any labor, material, or equipment, shared or exclusive, required for the completion of an Activity or the Work, which recognizes an associated cost.

1.04 DEVELOPMENT OF THE PROJECT SCHEDULE

- A. An electronic file will be provided at project award to the Contractors and is to be utilized to complete the Baseline Project Schedule. This file is an Excel® spreadsheet exported from the Scheduling Software and requires the completion of four specified columns including activity name, original duration, anticipated start, and budgeted cost.
- B. The Contractors will complete the Spreadsheet with information relating to activity naming, duration, anticipated start date, and budgeted cost and submit to the Director's Representative for review prior to the initial Project Schedule meeting.
- C. The Director's Representative will schedule the initial Project Schedule meeting within 15 calendar-days of Project Award. The meeting will be conducted by the Director's Representative for review of the Contractors' initial completed Spreadsheet. The mutual agreements reached at this and subsequent meetings form the basis for the Baseline Project Schedule, and will be used for coordinating, scheduling, and monitoring the Work of all related contracts.
 1. The Director's Representative will import the Spreadsheet of each Contractor into the Scheduling Software and present the completed Baseline Project Schedule for review prior to the initial Project Schedule meeting.
- D. The Contractors will sign the CMU 01 Agreement form (blank included in Document 013113) within five (5) calendar-days of final Baseline Project Schedule review and approval by the Director's Representative. Failure to complete and submit the Spreadsheets, develop the Baseline Project Schedule, and sign the CMU 01 Agreement form will not absolve the Contractors of the scheduling requirements. The Contractors will be required to provide the necessary resources, at no additional charge to the State, to complete the Project in the manner defined by the Director's Representative.
- E. A Baseline Project Schedule recognizing early completion will be reviewed by the Director's Representative prior to acceptance.
- F. Bid Milestones are to be incorporated into the project schedule.

1.05 UPDATING THE PROJECT SCHEDULE

- A. Monthly Project Schedule meetings will be held to update the actual start, actual finish, and the percent complete of activities being performed for the purpose of determining the status of construction progress on the updated Project Schedule.
 - 1. During the progress of Work on the Project, the Contractors are required to document actual start, actual finish, and activity percent complete on a daily basis.
 - 2. The Contractors and Director's Representative will review the documented progress at the Project Schedule meeting prior to incorporating the information on the Project Schedule.
 - 3. Any Contractor failing to progress their Work as outlined in the updated Project Schedule will be informed of their deficiencies and, if required, be requested to provide a recovery option.
- B. The Contractors will furnish all schedule information requested by the Director's Representative. Any Contractor who fails to furnish accurate information during the Project Schedule meeting will be required to provide all resources necessary to execute the updated Project Schedule based on progress information documented and recorded by the Director's Representative.
- C. Project Schedule updates recognizing early completion will be reviewed by the Director's Representative prior to acceptance of the Project Schedule update.

1.06 MAINTAINING SCHEDULE

- A. Perform the Work in accordance with the Project Schedule and provide resources necessary to maintain the progress of activities as scheduled so that no delays are caused to other Contractors engaged in the Work.
 - 1. Should any Contractor fail to maintain progress according to the Project Schedule, or cause delay to another Contractor, that Contractor shall provide such additional manpower, equipment, additional shifts, or other measures, at their own cost, to bring their operations back on schedule.
 - 2. Performing activities as part of the Work out of sequence with the Project Schedule is not permitted unless written approval is obtained from the Director's Representative prior to commencement.

1.07 RECOVERY SCHEDULE

- A. Recovery Schedule: When periodic updates indicate the Work is 15 or more calendar-days behind the approved Baseline Project Schedule's Substantial or Physical Completion dates, the Contractors will present recovery options to the Director's Representative to be incorporated into an updated Project Schedule; these include, but are not limited to, allocating additional resources for activity duration reduction or modifying activity sequencing,
- B. Any Contractor failing to furnish recovery options to the Director's Representative for a Recovery Schedule within 10 calendar-days subsequent to

the monthly Project Schedule update will be required to provide all resources necessary to execute an updated Project Schedule defined by a the Director's Representative .

- C. Alterations to the Project Schedule by a Recovery Schedule will require the approval of the Contractors and the Director's Representative.
- D. Approved alterations to the Project Schedule by a Recovery Schedule, will constitute the updated Project Schedule.
 - 1. The updated Project Schedule following the implemented Recovery Schedule will be recognized as the primary baseline schedule for reporting. The Baseline Project Schedule will be retained as a secondary baseline schedule and will be utilized to measure progress against the alterations.
- E. A Recovery Schedule recognizing early completion will be reviewed by the Director's Representative prior to acceptance of the Project Schedule update.

1.08 RESOURCE ASSIGNMENTS

- A. Resources recognizing the budgeted cost associated with all efforts necessary for the completion of a unique activity within the schedule, and the total cumulative cost of the Work of the Project, are to be assigned by the Contractors. All Contractors are responsible for providing the information necessary for assigning resources for the Baseline and Project Schedule; all Contractors are responsible for reviewing the information.
 - 1. The Contractors may request, in writing, the deletion of resource assignment requirements within this article; resource assignments may be waved only at the discretion of, and by written approval from, the Director's Representative.

PART 2 PRODUCTS

2.01 SCHEDULING SOFTWARE

- A. Scheduling Software: Schedule is to be prepared utilizing the Spreadsheet provided by the Director's Representative and developed specifically to interface with the State's schedule program portfolio.
 - 1. The State's program portfolio utilizes Oracle's Primavera P6®.

2.02 SCHEDULE UPDATE REPORTS

- A. The Director's Representative will submit the updated Project Schedule within five (5) calendar-days of the Project Schedule meeting utilizing the Scheduling Software.

PART 3 EXECUTION

3.01 PROJECT SCHEDULE

- A. The Director's Representative will export a Spreadsheet from the Scheduling Software for the Project. The Contractors are to complete the columns and rows within the form appropriate to the development of the Baseline Project Schedule.
- B. The Contractors will determine and define activities applicable to the Work of their Contract and the scope of the Project. Activities are to be appropriately placed within the Spreadsheet as indicated by the Director's Representative.
- C. Within 15 calendar-days of Project Award, the Contractor's will submit the completed Spreadsheet to be incorporated for the Baseline Project Schedule, encompassing the Work of the Project from Project Award through Physical Completion. The Contractors and Director's Representative will review the initial project schedule submissions at the initial Project Schedule meeting and complete the Baseline Project Schedule.
- D. The Baseline Project Schedule is to be approved and the CMU 01 Agreement Form signed within 30 calendar-days of Project Award. Contractors failing to complete the Spreadsheet, review the incorporated Spreadsheets and Baseline Project Schedule, and sign the CMU 01 Agreement Form may result in non-payment for Work progressing beyond 30 calendar-days subsequent to Project Award.
- E. Updates to the Project Schedule will be performed concurrent with Project Schedule meetings.

3.02 ACTIVITIES

- A. The Contractors are to provide activities which adequately represent the coordinating needs of the Project and scope of the Work.
 - 1. Each activity will identify the Contractors' anticipated start-date of the task or grouping of tasks, anticipated duration for the activity defined in work-days, and the budgeted cost of the activity.
 - 2. Activities are not required to realize an interlocking and dependent progression of the Work.
- B. The Contractors will identify each activity with a unique Activity Name. No Activity Name will be altered after the Baseline Project Schedule has been approved.
- C. The calendar utilized by the Baseline and Project Schedule for each activity will accurately reflect anticipated state and federal holidays as well as work being performed off-hours as defined in the Contract Documents and by the Director's Representative.

3.03 CONTRACTORS' OPTION

- A. The Contractors may elect, in writing, to utilize computerized software compatible with the Scheduling Software in place of the Spreadsheet. Compatible software options include but are not limited to Microsoft Project Professional®, Asta PowerProject®, or P3®. If the Contractors resolve to utilize compatible software, one file is to be submitted encompassing the Work of all Contracts, and the selected compatible software file is to be submitted in the proper format for interfacing with the Scheduling Software. The Contractors will notify the Director's Representative, in writing, prior to proceeding with the Contractors' Option.
1. The State will not be responsible for the Contractors' failure to properly review the compatibility properties or the requirements of this and related sections, and will not accommodate files submitted in an improper format.
 2. The Contractors will be responsible for complying with all requirements of this and related sections when coordinating the development or update of a Baseline or Project Schedule utilizing compatible software under the Contractors' Option.
 3. If the Contractors' elect to utilize compatible software, the Contractors will be responsible for all updating of the Project Schedule, obtaining approval of the updated activities actual start, actual finish, and activity percent complete by the Director's Representative, and submitting the properly formatted file for each update through Physical Completion; under this option, failure to create the Baseline Project Schedule, update the Project Schedule, obtain approval, or failure to submit the properly formatted file may result in withholding of payments.
 4. The State will not compensate any Contractor for the selection of this optional article during the compliance of this or related sections.
- B. If all Contractors elect to utilize compatible software, the Baseline Project Schedule is to be submitted within the parameters of this section and is to encompass the Work of all Contracts.
1. If any Contractor fails or refuses to provide information for developing the Baseline Project Schedule, or if in the judgment of the Director's Representative the information provided does not adequately reflect the of Work of the Project, all Contractors will be deemed not to have provided the information necessary for development of the Baseline Project Schedule and payments may be withheld.
- C. The Contractors are not prohibited from developing a complete Project Schedule encompassing all Contracts utilizing the Critical Path Method.
1. The Critical Path Method is a scheduling process used to plan and coordinate the Project, arranging activities based on logical relationships in order to create a network diagram of interconnected procedures.

END OF SECTION

NEW YORK STATE OFFICE OF GENERAL SERVICES
DESIGN AND CONSTRUCTION GROUP

CMU-01 AGREEMENT

PROJECT NO. _____

PROJECT NAME: _____

REPORT DATE: _____

REPORT NAME(S): _____

It is agreed that the Baseline Project Schedule defined by the above listed computer reports has been reviewed and is accepted for use in coordinating, scheduling, and monitoring the work of all related contracts.

FOR CONSTRUCTION WORK CONTRACTOR: _____ DATE: _____

FOR HVAC WORK CONTRACTOR: _____ DATE: _____

FOR ELECTRICAL WORK CONTRACTOR: _____ DATE: _____

FOR DIRECTOR'S REPRESENTATIVE: _____ DATE: _____

SECTION 013119

PROJECT MEETINGS

PART 1 GENERAL

1.01 INITIAL JOB MEETING

- A. The Director's Representative will notify all parties concerned of the time and place of the initial job meeting. The meeting will be conducted by the Director's Representative. The agenda will be based on the Format for Initial Job Meeting. All items on the format, as they apply, will be discussed.
 - 1. A copy of the Facility's current Visitor Identification Policy will be distributed.

1.02 PROJECT SCHEDULE MEETINGS

- A. Initial and Monthly Project Schedule meetings will be held according to the requirements in Section 013113.

1.03 BI-WEEKLY JOB MEETINGS

- A. Unless otherwise directed, job meetings will be held bi-weekly at a time and place agreed upon by the Director's Representative, the Contractor, and the Facility Representative. Other interested parties may attend when needed, e.g., subcontractors and representatives from suppliers, public utilities, and local government. The meetings will be conducted by the Director's Representative for the following purposes:
 - 1. Review job progress, quality of Work, and approval and delivery of materials.
 - 2. Identify and resolve problems which impede planned progress.
 - 3. Coordinate the efforts of all concerned so that the project progresses on schedule to on time completion.
 - 4. Maintain sound working relationships between the Contractors and the Director's Representative, and a mutual understanding of the project requirements.
 - 5. Maintain sound working procedures.

1.04 PRE-INSTALLATION MEETINGS

- A. Pre-installation meetings will be held to review the specifications, Project Schedule, drawings and approved submittals in preparation for start of a particular activity.
- B. The meetings shall be attended by the Director's Representative, a Design Representative and the Contractor's Representative including installer and representatives of manufacturers & fabricators involved in or affected by the installation and its coordination with other materials/trades.

- C. The Director's Representative shall schedule the meetings prior to the start of the work. The goal of these meetings is to ensure the quality of construction and to maintain the schedule.

1.05 ATTENDANCE

- A. A Contractor's Representative shall be required to attend all meetings scheduled by the Director's Representative.
- B. The Contractor's Representative shall be a competent supervisor familiar with the work and have authority to act for the Contractor.
- C. If the Contractor's Representative fails to attend 2 scheduled meetings without prior approval, the contractor will be directed to replace the current Contractor Representative. Further incidents of non-attendance by the Contractor's Representative, will form the basis for review of the Contractor's responsible bidder status.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 013300

SUBMITTALS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS SPECIFIED ELSEWHERE

- A. Other requirements pertaining to submittals are included in the General Conditions and in the various sections of the Specifications.
- B. Administrative Requirements: Section 013000.
- C. Contract Closeout Submittals: Section 017716.

1.02 DEFINITIONS

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

1.03 DEVIATIONS FROM REQUIREMENTS OF THE CONTRACT DOCUMENTS

- A. Deviations from the requirements of the Contract Documents will not be allowed unless a request for deviation is made in writing prior to or at the time of submission and the specific deviation is approved by the Director's Representative subject to the requirements of Article 4 of the General Conditions. The request for deviation shall be made utilizing the CONTRACT DOCUMENT DEVIATION REQUEST FORM (Form BDC 49) bound in the Appendix or from the OGS Web Site.
 - 1. The submission of a deviation shall be done in a timely manner according to the schedule of submittals to allow the Director sufficient time for review.

1.04 "OR EQUAL" TO BRAND NAME PRODUCTS

- A. Whenever a product is specified by brand name, a comparable brand, equal to that named, may be submitted for approval subject to the requirements of Article 5 of the General Conditions.
 - 1. The contractor shall bear the burden of proving that the proposed product is equal to the specified product. The submission of an "or equal" shall be done in a timely manner to allow the Director sufficient time to review the proposed product.
 - 2. Whenever a color or pattern is indicated by a specific manufacturer's name or number, the intent is to communicate the required color or pattern of the material. Other manufacturers' comparable colors or patterns may be submitted for approval as equal.

1.05 WAIVER OF CERTAIN SUBMITTAL REQUIREMENTS

- A. Unless otherwise specified, the requirement to submit product data and samples for approval will be waived for products specified by brand name if the specifically named products are furnished for the Work. In such cases, submit required Product Data to the Director’s Representative via the Submittals Website for information only.

1.06 ADMINISTRATIVE AND COST REQUIREMENTS

- A. The Construction Work Contractor shall include the full cost of an internet web-based submittals service (Submittals Website) to transmit and track project related documents including the documents of all related contracts. Include the costs and/or fees of the Submittals Website subscription in the Contract Amount. Contact service provider to verify cost prior to bid.
The Contractor shall:
 - 1. Not later than 5 days after Award, execute the form of agreement with the Submittals Website System Vendor and shall have notified the Director’s Representative and the related work contractors of agreement.
 - 2. Not later than 15 days after Award provide the Submittal Website with all required information from Project Manual in regard to set up of the Submittal Website and ensure it is fully ready for use.
 - 3. Not later than 15 days after Award provide proof of payment from the vendor including OGS project number and other relevant data.
 - 4. Provide the Submittals Website project subscription in the name of, and administered by the Director’s Representative.
 - 5. Provide the Director’s Representative and primary design consultant full control over required items list and access to edit, add or remove items during project.
 - 6. Submit at completion of the project a minimum four sets of archival discs that include all documents and tracking logs in a navigable format shall be sent by system vendor to Director’s Representative. Acceptable archive formats include the following: CD, DVD, USB flash drive or downloadable link.
- B. The related contracts shall:
 - 1. Utilize the Submittals Website at no additional charge.
 - 2. Not later than 15 days after award provide the Submittals Website with all required information from Project Manuals in regard to set up of the Submittals Website.
 - 3. Resubmitting of submittals not approved to be completed within 7 calendar days.
- C. Identify all submittals by project title and number. Include Contractor’s name, date, and revision date. On shop drawings, product data and samples, also include the name of the supplier and subcontractor (if any), and applicable specification section number. Stamp each submittal and initial or sign the stamp to certify review and approval of submittal.

- D. Assemble submittals in accordance with the requirements in the individual sections of the Specifications and as required by this section. It is the Contractor's responsibility to review and verify that all information required for each submittal is included in the submittal package. Errors or omissions found by the Contractor are to be corrected prior to the submission of the submittal package for approval. Incomplete submittal packages that have been submitted for review and approval will be returned.
 - 1. It is the Contractor's responsibility to verify that portions of the submittal package to be provided by a subcontractor (or supplier) are complete, as well as portions of the submittal package being provided directly by the Contractor.
 - 2. Do not combine the submittals of more than one specification section with submittals required by other specification sections unless specifically stated in the contract specifications.

- E. If a submittal is based on, or the result of, a change order or field order to the Contract documents, include copies of the applicable change order or field order with the submittal.

1.07 SUBMITTALS

- A. Product Data: Proof of payment not later than 15 days after Award.

- B. Schedule of Submittals acknowledgement: provide written acknowledgement that the Schedule of Submittals has been received and reviewed.

1.08 RE-EVALUATION FEE

- A. In accordance with Article 4.7 of the General Conditions, a re-evaluation processing fee will be levied against the Contractor for each re-evaluation of any Submittal or Submittal Package submission that was returned for failure to comply with the submittal requirements relative to completeness, content or format.

1.09 ELECTRONIC SUBMITTALS

- A. A Submittals Website, an internet (web-based) service shall be used to provide an on-line database and repository which shall be used to transmit and track project related documents. The intent for using the Submittals Website is to expedite the construction process by reducing paperwork, improving information flow, and decreasing submittal review turnaround time.
 - 1. Project submittals (shop drawing, product data and quality assurance submittals) shall be transmitted by the Contractor in Portable Document Format (PDF) to the Submittals Website, where it will be tracked and stored for retrieval for review. After the submittal is reviewed it is uploaded back to the Submittals Website for action or use by the Contractor and Director's Representatives.
 - 2. The service also tracks and stores documents related to the project such as RFI's (Request for Information), IB's (Information Bulletins), CAD Coordination, Minutes, Testing, Closeout, and SWPPP documents.

- B. For each submittal, the Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents, including verification of manufacturer/product, dimensions and coordination of information with other parts of the work.

- C. It is the Contractor's responsibility to provide the submittals in a PDF format. The contractor may use any of the following options:
 - 1. Subcontractors and suppliers provide electronic submittals in PDF format to the Contractor via the Submittals Website.
 - 2. Subcontractors and suppliers provide paper submittals to the Contractor, who electronically scans and converts them to PDF format.
 - 3. Contract a Scanning Service, which will allow the Contractor and the Contractor's subcontractors and suppliers to provide paper submittals to the Scanning Service, which electronically scans and converts them to PDF format. It will be the Contractor's responsibility to transmit the scanned submittals to the Submittals Website.

- D. Image Quality:
 - 1. Image resolution: The PDF files shall be created at a minimum resolution of 200 dots per inch utilizing the original document size. The Contractor will be responsible to increase the resolution of the scanned file or images being submitted as required to adequately present the information.
 - 2. Image Color Rendition: When information represented requires color to convey the intent and compliance, provide full color PDF reproduction.

- E. Internet Service and Equipment Requirements:
 - 1. The Contractor will be required to have an Email address and Internet access at Contractor's main office.
 - 2. Unless the Contractor will exclusively be using a Scanning Service to create all PDF documents, the Contractor will be required to own a PDF reviewing, creating and editing software, such as Adobe Acrobat (www.adobe.com), Bluebeam PDF Revu (www.bluebeam.com), or other similar PDF reviewing, creating and editing software for applying electronic stamps and comments.

- F. Training and Support:
 - 1. Web-based training and support shall be available, free of charge from the Submittals Website, for all project participants regarding use of the Submittals Website and PDF submittals.
 - 2. Coordinate training schedule through the Director's Representative.

- G. Products:
 - 1. Basis of specification is Submittal Exchange, 800-714-0024, www.submittalexchange.com.
 - 2. If a Pre-Award Meeting is held, it may include discussion regarding conformance of the Contractor proposed Submittal Website based on the criteria established below.
 - 3. Submit documented conformance and provide an online demonstration to the Director's Representative within five days of Award of Contract if a product other than Submittal Exchange is proposed.

4. Acceptable Submittal Website shall document conformance with the following requirements:
 - a. Independently hosted, web-based system for automated tracking, storage and distribution of contract submittals and other contract related documents. FTP sites, e-mail exchanges, and server-based systems hosted from inside a contractor's office will not be considered.
 - b. Utilize 256-bit SSL encryption and hosted at SAS70 Type II compliant data centers.
 - c. Minimum four years experience of use on comparable commercial construction projects. "Comparable commercial construction projects" shall include documented use on a minimum of twenty governmental or public-entity projects of ten million dollar construction value or greater.
 - d. Website requirements:
 - 1) Minimum of four years documented 99.5% website uptime.
 - 2) Minimum of four gigabytes of on-line storage available for each contract, for storage of all documents related to that contract.
 - 3) Minimum of two gigabytes of on-line storage for common documents relating to all contracts for the project.
 - 4) Redundant storage of all project information (all contracts) at a minimum of two geographically separate storage sites (not in the same building).
 - e. Unlimited secure individual user accounts and system access for all project subcontractors, prime contractors, OGS staff, design consultants, and subconsultants.
 - f. Separate locations for OGS staff, design consultant, and subconsultant review comments with contractors restricted from viewing comments until final review or release by OGS staff or primary design consultants.
 - g. Full version histories and dates of exchanges automatically tracked and available for viewing, searching, and reporting in a linear log format compatible with the Design and Construction Schedule of Submittals.
 - 1) Each Contract's Submittal Log shall be tracked and maintained independent of the Submittal Logs of the related Contracts.
 - 2) Each Contract's Submittal Log shall identify and highlight long lead items and critical submittals.
 - h. Automatic, email reminders of past due items to related reviewers by specification and discipline.
 - i. Customized, automated PDF form generation matching OGS standard templates for Transmittal, IB, RFI, and Design & Construction Submittal Comment forms. Documentation and demonstration of automatic form generation using OGS templates must be submitted for approval.

- j. Automated workflow processes
 - 1) Two stage review workflows for Submittal, and RFI,
 - 2) Posting Only for IB, CAD Coordination, Minutes, Testing, Closeout, and SWPPP documents.
 - 3) Documentation of automated workflow processes matching requirements must be submitted for approval.
 - k. Functionality to group submittals as required packages and apply forms and review comments to entire package simultaneously.
 - l. System vendor shall provide minimum one-hour live web meeting training sessions to prime contractors, design consultants, subconsultants, and OGS staff prior to project start.
 - m. System vendor shall make available minimum thirty-minute live web meeting training sessions for subcontractors at least once weekly for the entire duration of the project.
 - n. System vendor shall provide access for OGS staff, design consultants, subconsultants, prime contractors, and subcontractors to live technical support by phone and email minimum of 8 AM to 5 PM EST on standard business days for the entire duration of the project at no additional cost.
 - o. During the project, the system shall allow the Director's Representative to have the ability to download project data periodically at key milestones.
- H. Paper prints (hardcopies) of reviewed submittals:
- 1. Record Copy: Each Contractor shall provide one paper copy of the submittal they are responsible for to the Director's Representative within 14 days of receipt of a released submittal (i.e. marked "Approved", "Approved As Noted", or other implied acceptance of a submittal), or meeting the requirements of Article 1.05 of this specification section.
 - a. Exception: Paper copies are not required for a submittal that is disapproved or requiring resubmission.
 - b. Paper copies shall be printed in a size format equal to the original document.
 - c. Scaled Shop Drawings shall be printed to the scale noted on the drawings.
 - d. The resolution of the printed copy shall be equal to that of the PDF file that it is being printed from.
 - e. The Record Copy shall be used by the Director's Representative during the construction of the project and shall be retained as a turn-over item to the facility at the end of the project as required section 017716 Contract Closeout.
 - 2. The Contractor shall not commence work for related activities until the appropriate submittals are approved and the corresponding record copies are delivered to the Director's Representative.
 - 3. Contractor Copies: The Contractor will be responsible for making copies, for the Contractors own use and for use by its subcontractors and suppliers.

1.10 SHOP DRAWINGS

- A. Provide shop drawings in the format required by the specifications. Show the information, dimensions, connections and other details necessary to insure that the shop drawings accurately interpret the Contract Documents. Show adjoining construction in such detail as required indicating proper connections. Where adjoining connected construction requires shop drawings or product data, submit such information for approval at the same time so that connections can be accurately checked.

- B. Have shop drawings prepared by a qualified detailer. Shop drawings shall be neatly drawn and clearly legible. Machine duplicated copies of Contract Drawings will not be accepted as shop drawings.
 - 1. Where shop drawings are indicated to be drawn to scale:
 - a. Use scale normally found on an “Architect” or “Engineer” scale.
 - b. Written Scale: Clearly label scales being used on each drawing and/or on each detail on the drawing.
 - 1) Examples: 1/8” = 1’-0” 1” = 40’-0”.
 - c. Graphic Scale: Adjacent to each Written Scale, provide a graphic scale delineating the scale being used. Graphic scale shall be divided into measuring units relating to the accuracy required for the drawing or details.
 - d. Clearly dimension key elements of the drawing or detail.
 - 2. When the drawing sheet is printed full size, the minimum text size shall be 1/8" (3.2 mm) for hand drafting and 3/32" (2.5 mm) for CADD drawings.

- C. Submit the shop drawings through the Submittals Website. The shop drawings will be reviewed and the review results will be posted on the Submittals Website. Contractor will receive email notice of completed review. If the review results in disposition of “DISAPPROVED” or “RETURNED FOR CORRECTION”, promptly correct the deficiencies and resubmit the shop drawings meeting Contract requirements.

1.11 PRODUCT DATA

- A. Provide product data in the format required by the specifications. Modify product data by deleting information that is not applicable to the project or by marking the product data to identify pertinent products. Supplement standard information, if necessary, to provide additional information applicable to project.

- B. Submit the product data through the Submittals Website. The product data will be reviewed and the review results will be posted on the Submittals Website. Contractor will receive email notice of completed review. If the review results in disposition of “DISAPPROVED” or “RETURNED FOR CORRECTION”, promptly correct the deficiencies and resubmit the product data meeting Contract requirements.

1.12 QUALITY ASSURANCE

- A. Provide quality assurance information in the format required by the specifications, including supporting documentation as required.
- B. Submit the quality assurance information through the Submittals Website. The quality assurance information will be reviewed and the review results will be posted on the Submittals Website. Contractor will receive email notice of completed review. If the review results in disposition of “DISAPPROVED” or “RETURNED FOR CORRECTION”, promptly correct the deficiencies and resubmit the quality assurance information meeting Contract requirements.

1.13 SAMPLES

- A. Submit 2 (unless a different number is specified) of each sample required by the Specifications.
- B. Samples will become the property of the State when submitted and will not be incorporated in the Work unless specifically stated otherwise.
- C. The electronic submittal process is not intended for color samples, color charts, or physical material samples.
- D. Record transmittal of each sample required by the Specifications through the Submittals Website.
- E. Consult with the Director’s Representative for direction on where Samples will be sent for review.
- F. The sample will be reviewed and the review results will be posted on the Submittals Website. Contractor will receive email notice of completed review.

1.14 REVIEW OF SUBMITTALS

- A. Items submitted for review will be reviewed for compliance with the contract documents, based upon the information submitted. The items will be acted upon with the following dispositions:
 - 1. Approved (or No Exception Noted): Where the submittal is marked “Approved”, the work covered by the submittal may proceed provided it complies with the contract documents. Final acceptance will depend on that compliance.
 - 2. Approved as Noted (or Make Corrections Noted): Where the submittal is marked “Approved as Noted”, the work covered by the submittal may proceed provided it complies with the review comments noted on the submittal and the contract documents. Final acceptance will depend on that compliance.
 - 3. Disapproved (or Rejected): Where the submittal is marked “Disapproved”, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Prepare a new submittal according to the review comments noted on the submittal and meeting the contract documents.

4. Returned for Correction (or Revise and Resubmit): Where the submittal is marked “Returned for Correction”, do not proceed with the work covered by the submittal, including purchasing, fabrication, delivery or other activity for the item submitted. Revise or prepare a new submittal according to the review comments noted on the submittal and meeting the contract documents.
5. Acknowledged: Where the submittal is marked “Acknowledged”, receipt of the submittal is acknowledged and has been recorded.
6. No Action: Where the submittal is marked “No Action” or “No Action Taken”, no review was made of this item, see comments noted on submittal and take appropriate action.
7. Multi-Action: Where the submittal is marked “Multi-Action”, separate dispositions were made for the items submitted, see the review comments for the disposition of each item submitted.

1.15 SCHEDULES AND RECORDS

- A. Submit the following Schedules and Records information not later than 15 days after approval of the Contract unless the Contractor or the Director determines an earlier submission is required to properly schedule or progress the Work.
 1. SCHEDULE OF SUBMITTALS (S.O.S.):
 - a. Follow the Instructions to the Contractor in the S.O.S (cover page of the Microsoft Excel form supplied by the State).
 - b. Confirm submittal items listed and indicate in the spaces following each item, the date the item will be submitted (Projected Transmittal Date).
 - c. Confirm critical submittals and long lead items identified by the Architect / Engineer. Identify and mark with “X” additional submittals deemed as critical or having long lead times. In addition to the date each item will be submitted, include the date approval is required (allow at least 3 weeks), and the date delivery of the material or equipment is necessary for timely completion of the Work in accordance with the Project Schedule.
 - d. Notify the Director’s Representative of modifications and/or additional submittals necessary for the project prior to coordinating any revisions with the Submittals Website service provider.
 2. SUBMITTALS WEBSITE LOG:
 - a. The Submittals Website Log will be populated by the Submittals Website service provider using the S.O.S.
 - b. Review the log and verify that all long lead items and critical submittals are properly indicated according to the latest version of the S.O.S. For each item to be submitted indicate the following:
 - i. In the “Date Expected” column insert the date the item will be submitted for review and approval (this is the same date as the S.O.S “Projected Transmittal Date”).
 - ii. In the “Date Requested on Site” column insert the date the item will be delivered to the project site (this is the same date as the S.O.S “Projected Delivery Date”).

- c. The submission date that is entered shall provide sufficient time for the item to be reviewed, ordered, delivered and installed for timely completion of the Work in accordance with the Project Schedule. The date entered for submittal of each item is the last day a deviation will be considered.

1.16 TRANSMITTALS

- A. Submittal Transmittal (Form BDC 42):
 - 1. Furnish separate Form BDC 42 for each submitted item sent to Submittals Website for review.
 - a. Contractor may utilize their own Transmittal Form (or Transmittal Letter) in lieu of utilizing the Form BDC 42, contingent on the Contractor's Transmittal Form includes all information and certifications required by Form BDC 42.
 - 2. Clearly identify applicable specification section number of submitted item (product data, shop drawing, etc.) on the Form BDC 42.
- B. All Contracts:
 - 1. Transmit items designated in the Schedule of Submittals (and project specifications) to the Submittals Website.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION



Design and Construction

AN ISO 9001:2008 CERTIFIED ORGANIZATION

Division of Construction, 34th Floor, Corning Tower
 The Governor Nelson A. Rockefeller Empire State Plaza
 Albany, New York 12242

Phone: (518) 474-0331 FAX: (518) 474-8201

SUBMITTAL TRANSMITTAL

Project No.: _____

NOTE: A Transmittal is required for each Specification Section. DO NOT bind together separate submittals from different Specification Sections.

This form is to be used *only* if there are no deviations from the Contract Documents. If there are ANY deviations from the Contract Documents, you must submit the Contract Document Deviation Request Form (BDC 49).

Project Description: *(Project Title, Facility Name and Address)*

Date: _____

TO:

FROM:

SUBMITTAL TYPE:

- | | | |
|---------------------------------------|--|--|
| <input type="checkbox"/> Product Data | <input type="checkbox"/> Re-Submittal | <input type="checkbox"/> Information (Waiver) |
| <input type="checkbox"/> Test Reports | <input type="checkbox"/> Shop Drawings | <input type="checkbox"/> Quality Control/Assurance |
| <input type="checkbox"/> Design Data | <input type="checkbox"/> Certificate | <input type="checkbox"/> Contract Closeout |
| | <input type="checkbox"/> Samples | <input type="checkbox"/> Other |

Comply with all submittal requirements in the Project Manual as per Section 013300 and the particular Specification Section for which you are transmitting material.

Specification Number and Title: _____

Part	Type	Description

Contractor's Certification:

We have verified that all material or equipment contained in this submittal meets all the requirements specified or shown **(no exceptions)**.

 Contractor/Contractor's Representative (Print Name)

 Signature



NYS OGS DESIGN AND CONSTRUCTION SUBMITTAL COMMENTS

To: Contractor: **Submittal No.:**
From: EIC:
Contract No.: Submittal Desc:
Facility: Disposition:
Reviewed By: Remarks:

No.	Date of Action	Action	Spec Section	Supplier/Mfr	No. of Dwgs	Drawing No's
-----	----------------	--------	--------------	--------------	-------------	--------------

1

Item Description:

Remarks:

2

Item Description:

Remarks:

3

Item Description:

Remarks:



Request for Information

Design And Construction
 Division of Construction
 34th Floor, Corning Tower
 The Governor Nelson A. Rockefeller
 Empire State Plaza
 Albany, New York 12242
 FAX: (518)474-8201

Project Information		
Project Number	Client	Location
	Project Title	
RFI Information		
Number	Trades	Spec Section
Contractor's Ref#		Drawing No.
Brief Description		
Date of Request	Requested By	Affiliation
	Estimated Cost Impact <input type="checkbox"/> Additional Cost <input type="checkbox"/> No Change <input type="checkbox"/> Credit	Estimated Time Impact <input type="checkbox"/> Yes <input type="checkbox"/> No
Detailed Description		
Response Date	Response By	Affiliation
	Estimated Cost Impact <input type="checkbox"/> Additional Cost <input type="checkbox"/> No Change <input type="checkbox"/> Credit	Estimated Time Impact <input type="checkbox"/> Yes <input type="checkbox"/> No
Response		
Attached Document Description		



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Albany, New York 12242

Phone: (518) 474-0331 FAX: (518) 474-8201

INFORMATION BULLETIN

Project No.: _____

Project Description: <i>(Project Title, Facility Name and Address)</i>			Client Agency:		
IB No.:	Trades:	Spec. Section:		Drawing No.:	
Brief Description:					
Issue Date:	Issued By:		Affiliation:		
Detailed Description:					
Justification:					
Estimated Cost Impact: <input type="checkbox"/> Additional Cost <input type="checkbox"/> No Change <input type="checkbox"/> Credit			Estimated Time Impact: <input type="checkbox"/> YES <input type="checkbox"/> NO		
Attached Document Description:					

SECTION 014100
REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 COMPLIANCE

- A. Comply with applicable regulatory requirements and various codes referenced in these specifications. Where conflicts exist between local, State, and/or Federal regulatory requirements, codes, or these specifications advise the Director's Representative. The Director's Representative will assist in resolving the conflicts to the satisfaction of the regulatory agencies prior to commencing the Work.

1.02 CODES

- A. All Work shall comply with the New York State Uniform Fire Prevention and Building Code (the "Uniform Code"), which includes the current editions of Part 1220 (Residential Code), Part 1221 (Building Code), Part 1222 (Plumbing Code), Part 1223 (Mechanical Code), Part 1224 (Fuel Gas Code), Part 1225 (Fire Code), Part 1226 (Property Maintenance Code), and Part 1227 (Existing Building Code) and their referenced standards. The referenced codes shall be the date of latest revision in effect at the time of receiving bids, unless the date is given.
 - 1. The contractor shall be aware of, and comply with, contractor requirements identified in the above referenced codes; for example, but not limited to: Building Code of New York State - Chapter 33 Safeguards During Construction and Existing Building Code of New York State - Chapter 14 Construction Safeguards (which governs safety during construction).
- B. Electrical Work: Conform to the requirements of the 2008 National Electrical Code (NEC) unless otherwise shown or specified. The Director will be the sole judge of the interpretation of these rules and requirements.

1.03 STATE REQUIRED PERMITS AND INSPECTIONS

- A. A New York Board of Fire Underwriters inspection or certificate is not required.

1.04 LISTINGS

- A. Equipment and materials for which Underwriters' Laboratories, Inc. (UL) provides product listing service, shall be listed and bear the listing mark.
 - 1. Alternately, ETL Testing Laboratories, Inc. Product Safety Testing Listing is acceptable if the listed product has been tested to the applicable UL Standard.

1.05 FIRE RESISTANT CONSTRUCTION MATERIALS AND ASSEMBLIES

- A. Conform to the fire rating classifications based upon the test methods and acceptance criteria in the Standard, Fire Tests of Building Construction and Materials for which Underwriters' Laboratories, Inc. (UL) provides listings.
 - 1. Materials and assemblies shall comply with the acceptance criteria, detailed description of the assembly, its performance in the fire test and other pertinent details such as specification of materials, Classification coverage, and alternate assembly details.

2. Alternatively, fire resistance rating classifications by other issuing organizations listed in the New York State Uniform Fire Prevention and Building Code are acceptable.

1.06 UTILITIES

- A. Underground Utilities:
 1. Locate existing underground utilities prior to commencing excavation work. Conform to all requirements of NYCRR 16 Part 753, including the following:
 - a. Notify Dig Safely New York at least 48 hours in advance not counting the date of contact.
 - 1) Statewide: 800-962-7962.
 - 2) Website: www.digsafelynewyork.com
 - b. Refer to Section 023313 Underground Utility Locator Service of the Project Manual to locate all utilities on facility and/or private property.
 - c. Determine exact utility locations by hand excavated test pits. Contractor will be responsible for the proper support and protection of all utilities to remain in service.
- B. Coordination with Electric Utility Company:
 1. Comply with the utility company requirements for the incoming electric service. There are no utility company charges associated with the installation of the incoming service. The utility company is:

New York State Electric and Gas
P.O. Box 5224
Binghamton, NY 13902-5224

1.07 MATERIALS WITH TRACE AMOUNTS OF ASBESTOS

- A. Perform Work required to remove, disturb, or repair any material that contains less than 1 percent by weight of asbestos (Trace) in accordance with all applicable OSHA regulations (29 CFR Part 1926.1101).

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 015000

CONSTRUCTION FACILITIES & TEMPORARY CONTROLS

PART 1 GENERAL

1.01 DESCRIPTION

- A. Provide the construction facilities and temporary controls necessary for the Work, unless otherwise indicated.
 - 1. The construction facilities and temporary controls specified to be provided by a particular Contract shall be kept operational by that Contractor for the Work of all related Contracts at all times Work is being performed by a Contractor.
 - 2. The construction facilities and temporary controls specified to be provided by a particular Contractor shall be installed as soon after award of the Contract as necessary to enable the Work of each Contract to proceed on schedule, and maintained until completion of the Work of all related contracts unless otherwise directed in writing.
 - 3. Any Contractor who requires additions to the construction facilities and temporary controls specified to be provided by another Contractor, shall provide and maintain them.

1.02 TEMPORARY LIGHT AND POWER

- A. Electrical energy for temporary light and power will be made available without charge.
- B. Extent of Temporary Wiring: Contractors may ascertain the extent of the temporary wiring provided under the Electrical Work Contract by examining the Electrical Drawings.
- C. Electrical Work Contract:
 - 1. Make necessary arrangements, through the Director's Representative, for temporary electrical service at location indicated.
 - 2. Provide portable source of electricity for temporary light and power of adequate capacity to supply the needs of all contractors for the performance of their Work until the temporary electrical service can be utilized for temporary light and power.
 - 3. Provide wiring and other equipment within the building for temporary light and power.
 - a. Wiring for temporary light and single phase power shall, in general, consist of 3 wire, 120/240 volt or 4 wire, 120/208 volt feeders, with branch circuits of #12 conductors minimum.
 - 1) Install branch circuits with suitable fluorescent fixtures or incandescent lampholders for temporary lighting as

required to maintain a minimum of 10 foot candles in the work areas. Equip fixtures and lampholders with guards. Fixtures and lampholders installed in damp or wet locations shall be of the weatherproof type.

- 2) Install branch circuits with fused grounding type receptacle outlets for single phase power (for power tools, etc.).
- 4. Provide lamps and fuses including replacements required.
- D. All Contracts:
 - 1. Any Contractor requiring additional lighting shall provide additional fluorescent fixtures or incandescent lampholders (with lamps), but in no case shall the load on any branch circuit or feeder exceed its rated capacity.
 - 2. Install materials for temporary light and power in conformance with the National Electrical Code.
 - 3. Materials for temporary light and power need not be new if they are in satisfactory operating condition.
 - 4. Provide ground-fault protection for personnel (such as portable plug-in type ground-fault circuit-interrupters) on single phase 15 and 20 ampere receptacle outlets which are in use.
 - 5. Receptacle outlets, portable cord connectors and attachment plugs shall have standard NEMA configurations.
 - 6. As the progress of the Work allows, and as approved, completed portions of the permanent wiring and electrical service may be utilized for temporary light and power.

1.03 TEMPORARY WATER

- A. Water will be made available for the Work without charge at source or sources directed within the limits of the existing supply and usage.
- B. The existing water service may be used by all Contractors during the performance of their Work,
- C. All Contracts: Prevent waste of water.

1.04 TEMPORARY TOILETS

- A. Construction Work Contract: Provide toilet facilities for Contractor’s and subcontractors employees engaged on the Project, including employees of other contractors. Locate toilets where directed, and maintain them in a sanitary condition.

NUMBER OF EMPLOYEES	MINIMUM NUMBER OF FACILITIES
20 or less	1 toilet
20 or more	1 toilet and 1 urinal per 40 employees
200 or more	1 toilet and 1 urinal per 50 employees

*Toilet/Urinal Combinations shall count as only one facility.

1. Where water and sewer connections are available, provide water closets, otherwise provide approved chemical or electric toilets.
2. Locate toilet facilities no more than 1000 feet from any work location.
 - a. Exception: Mobile crews having readily available transportation to nearby toilet facilities.

1.05 PROTECTION OF WORK AND EXISTING PROPERTY

- A. Protect installed Work and existing property during performance of the Work.
- B. Maintain the building in a watertight condition during performance of the Work.
- C. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- D. Provide protective coverings at wall projections, jambs, sills, and soffit of openings.
- E. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, and movement of heavy objects by covering them with durable sheet materials.
- F. Protect smoke detectors from airborne dust and debris.
 1. At the beginning of each work day, provide protective coverings over smoke detectors in areas where airborne dust and debris will be generated by the Work.
 2. At the end of the work day, clean the areas in which the smoke detectors are located by whatever means necessary to assure that airborne dust and debris will not contaminate the smoke detectors, then remove protective coverings.
 3. Provide signs, instructions and alternate methods for reporting a fire during the periods that the smoke detectors are covered.
 4. Notify the Director's Representative and have procedures approved.
- G. Prohibit traffic or storage upon waterproofed and roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- H. Protect existing trees and plants during performance of the Work unless otherwise indicated. Box trees and plants within the grading limit lines. Do not deposit excavated materials or store building materials around trees or plants. Do not attach guy wires to trees.
- I. Prohibit traffic from landscaped areas.
- J. Cleaning tools of cementitious and other insoluble materials:
 1. Do not wash tools in sinks or other sanitary drainage systems. Protect all drainage systems from debris that can clog or damage piping and fixtures.

2. Take all precautions necessary to prevent cementitious and other insoluble materials from flowing into floor drains.
3. Dispose of excess cementitious and other insoluble debris with the other rubbish.

1.07 BARRIERS AND ENCLOSURES

- A. All Contracts: Provide barriers during performance of the Work to:
 1. Prevent unauthorized entry to work areas.
 2. Allow for State's occupancy of Site.
 3. Protect existing facilities and adjacent properties from damage.
 4. Protect vehicular and pedestrian traffic.
- B. Construction Work Contract:
 1. Temporary Partitions: Provide temporary partitions to form fire resistive barriers between work areas and areas occupied by State personnel. Construct the partitions of 3-5/8 inch width steel framing or 2 x 4 wood framing, with 5/8 inch thick Type X (ASTM C 36) gypsum board on both sides of partition. Secure the partitions in place without damaging existing construction. Seal joints on the State occupied side with joint tape and compound. Provide 1-3/4 inch thick solid core flush wood doors or 18 gage flush steel doors, and steel door frames. Equip doors with full mortise hinges and lockset. Furnish the Director's Representative with 2 keys for each lock.

1.08 TEMPORARY FENCE ENCLOSURE

- A. Construction Work Contract:
 1. Provide temporary fence not less than 8 feet in height above grade.
 2. Fabric: #9 gage galvanized steel, or equal gage aluminum, woven together into 2 inch diamond mesh, with both top and bottom edges having a twisted and barbed finish.
 3. Posts, Rails, and Connections: Standard galvanized steel products of an approved manufacturer, of the size and types as required and approved. Provide top and bottom rails between all posts, secured with bolted connections.
 4. Gates: Provide access gates for passage of employees and materials, complete with padlock. Fabricate gates with galvanized steel pipe perimeter covered with same fabric specified for fence. Furnish the Director's Representative with 2 keys per gate.
 5. Provide each post and gate with "V" shaped extension arms and with 3 strands per side of 4 point heavy galvanized steel barbed wire.
 6. Erection: Set posts 4 feet into the ground and not more than 10 feet apart. Install bottom rail not more than 2 inches above existing grade. Pull fabric taut and wire tightly to posts and rails at not more than 2 feet on center.
 7. Maintain the temporary fence enclosure throughout the life of the Contract, or until directed to be removed. Replace all items or portions of fence enclosure damaged or destroyed.

1.09 SECURITY

- A. Key Deposits: A \$25 deposit will be required for each key issued by the Facility. Deposits will be refunded upon return of the keys.
- B. Facility Key Regulations:
 - 1. Sign Facility keys out and in on a daily basis unless otherwise directed.
 - 2. Keep keys on person at all times while on the premises. Do not loan or give keys to other persons.
 - 3. Do not remove keys from the premises without written permission from the Director's Representative.
 - 4. Report lost, missing, or stolen keys immediately to the Facility Safety/Security Department. Assume responsibility for cost of necessary key and lock replacement as a result of lost, missing, or stolen keys.
- C. Promptly relock doors and security screens located in access routes, storage areas, and work areas after use.
- D. Restore, by the end of each work day, existing in place safety/security items such as doors, screens, alarm systems components, that required removal, replacement, or adjustment to perform the Work, unless otherwise authorized in writing by the Director's Representative.
- E. Remove all tools and materials from occupied work areas when the work areas are not attended by employees and at the end of each work day. Store tools in a locked tool box, cabinet, or shed. Store materials where directed.

1.10 WATER CONTROLS

- A. Provide and maintain pumping equipment necessary to keep the work areas free from water. Discharge water into existing storm drainage systems or otherwise disperse as directed.

1.11 FIRE PREVENTION

- A. Take precautions necessary to prevent fires.
- B. Fuel for cutting and heating torches shall be acetylene or LP-gas only, and shall be contained in Underwriters Laboratory or Federal Department of Transportation approved containers.
- C. Furnish and maintain a currently inspected 20 pound capacity multi-class A:B:C fire extinguisher in the immediate vicinity where welding tools or torches are in use.
- D. Furnish and maintain a currently inspected fire extinguisher of the appropriate class and size whenever the temporary storage of materials changes that areas classification of fire load or life safety.

- E. Do not use flammable liquids, other than those specified, within a building without the written approval from the Director's Representative.
- F. Tarpaulins shall be flameproof and shall be securely anchored when attached to scaffolding or when used to enclose any portion of a building.

1.12 ACCESS ROADS

- A. Routes of ingress and egress on the premises to the location of the Work shall be as directed.
- B. Keep designated access roads clear of dirt and debris resulting from the Work.
- C. Provide means of removing mud from vehicle wheels before entering paved roads.

1.13 PARKING

- A. All Contracts:
 - 1. Park vehicles in areas where directed.
 - 2. Keep designated parking areas clear of dirt and debris resulting from the Work.
 - 3. If requested, register vehicles which are to be parked at the Facility with the Facility Safety/Security Department.
 - 4. Remove ignition key from unattended vehicles and lock doors.
- B. Construction Work Contract: Remove snow from parking areas allocated to all Contractors.

1.14 RUBBISH REMOVAL

- A. Clean up and containerize the rubbish (refuse, debris, waste materials, and removed materials and equipment) resulting from the Work at least once a day and more often if the rubbish interferes with the work of others or presents a hazard. Leave work areas broom clean, except where more stringent cleaning is specified, at the end of each day. Locate containerized rubbish on the Site where directed.
- B. Remove rubbish from State property at least once a week and more often if the rubbish presents a hazard. Properly dispose of rubbish.
- C. Burning of rubbish will not be permitted.

1.15 RELOCATION AND REMOVALS

- A. Should a change in location of any construction facilities and temporary controls be necessary in order to progress the Work properly, remove and relocate such items as directed.
 - 1. Electrical Work Contract: Frequently relocate/revise the temporary lighting as Contractors progress the Work of their contracts causing changes to the condition of the building (installation or relocation of

walls, partitions, ceilings, equipment, etc.). Keep pace with the changes and maintain a minimum of 10 foot candles in each recomposed work area.

- B. Remove the construction facilities and temporary controls when they are no longer required. Restore permanent facilities used for or connected to temporary facilities to their original condition or better.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

SECTION 017329

REMOVALS, CUTTING, AND PATCHING

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

- A. Rubbish Removal: Section 015000.

1.02 DEFINITIONS

- A. Remove: Detach items from existing construction and dispose of them off-site unless indicated to remain the Property of the State.

1.03 PROJECT CONDITIONS

- A. Existing Conditions: Do not disturb existing structures, construction, materials or equipment unless required by the Contract.
 - 1. Do not cut, drill or remove structural members such as joists, beams or columns supporting construction that is to remain unless expressly required by the Contract Documents.
- B. Existing Paint: Assume existing painted surfaces to contain lead based paints. Take precautions as required to prevent spread of lead containing particles and dust.
- C. Existing Paint: A lead survey was performed on existing surfaces for the presence of lead based paints. A list of the surfaces tested and the results of the survey are in Document 003126. Take precautions as required to prevent the spread of lead containing particles and dust.
 - 1. Assume existing painted surfaces that have not been tested to contain lead based paint. Take precautions as required to prevent spread of lead containing particles and dust.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Match the appearance and performance of existing corresponding materials as closely as practicable, unless otherwise indicated.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Prior to cutting, drilling or removal, investigate both sides of the surface involved. Determine the exact location of structural members.
- B. If unforeseen obstructions are encountered, take precautions necessary to prevent damage and obtain instructions from the Director's Representative before proceeding with the Work.

3.02 PREPARATION

- A. Provide temporary shoring and other supports necessary to prevent settlement or other damage to existing construction which is to remain.
- B. Prepare existing surfaces properly to receive and, where required, bond with the Work.

3.03 REMOVALS, CUTTING, AND ALTERING

- A. In addition to the items indicated to be removed on the Drawings, remove existing construction superseded by the Work except items such as pipes, conduits, recessed boxes, and ducts which are built into existing construction that is to remain. Cut off and conceal such items at face of remaining construction. Provide cover plates on recessed boxes.
- B. Remove and alter existing construction as required to install and connect the Work to adjacent construction in an approved manner.
- C. Cut and alter existing materials as required to perform the Work. Limit cutting to the smallest amount necessary. Core drill round holes and saw cut other openings where possible.
- D. Perform cutting, drilling, and removals in a manner which will prevent damage to construction which is to remain.

3.04 PATCHING

- A. Patch existing construction and finishes defaced, damaged, or left incomplete due to alterations and removals. Patching, except as otherwise indicated, shall be limited to the areas which have been cut or altered. Finish patched surfaces to match existing adjacent surfaces as closely as practicable.
- B. Perform patching around items penetrating existing construction in a manner that will maintain the water and fire resistive capability of the existing construction.
- C. Paint patched areas and cover plates to match existing adjacent surfaces as closely as practicable using same type of paint. Painting, except as otherwise indicated, shall be limited to the areas which have been patched.

- D. Where surfaces exposed by removals are to remain as exposed surfaces, paint such areas to match existing adjacent surfaces as closely as practicable using same type of paint.

3.05 REINSTALLATION

- A. Where reinstallation of removed items is indicated, reinstall them to a condition equal to or better than their condition before removal.

END OF SECTION