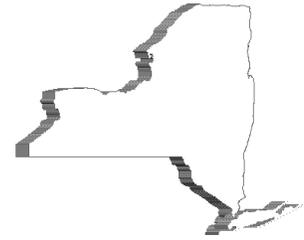




STATE OF NEW YORK
OFFICE OF GENERAL SERVICES
DESIGN AND CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242



ADDENDUM NO. 2 TO PROJECT NO. 44964-C

**CONSTRUCTION
PROVIDE PALMER POND ADMINISTRATIVE USE BRIDGE AND TRAIL
VANDER WHACKER MT. FOREST
BLUE RIDGE ROAD
TOWN OF NORTH HUDSON, ESSEX CO., NY**

March 1, 2016

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.

SPECIFICATIONS:

1. DOCUMENT 012200 COST COMPUTATIONS: Discard the specification bound in the Project Manual and use the accompanying specification noted "Revised 03/01/2016".
2. DOCUMENT 013300 SUBMITTALS: Discard the specification bound in the Project Manual and use the accompanying specification noted "Revised 03/01/2016".
3. DOCUMENT 015000 CONSTRUCTION FACILITIES & TEMPORARY CONTROLS: Remove Paragraph 1.06 (Temporary Fence Enclosure) in its entirety.

DRAWINGS:

4. DRAWING G-002: Add the following note to the GEOTECHNICAL NOTES:
 13. The cut and fill quantities as calculated from **existing grade** to **finished grade** are 385 cubic yards of cut and 231 cubic yards of fill for the trail along the south side of the stream, and 30 cubic yards of cut and 161 cubic yards of fill along the trail on the north side of the stream. These quantities shall be included in the Contract Bid Price, and are in addition to the excavations below existing grade and backfill of those excavations required for bridge and abutment wall foundations.

END OF ADDENDUM

Margaret F. Larkin
Executive Director
Design and Construction

SECTION 012200

COST COMPUTATIONS

PART 1 GENERAL

1.01 DESCRIPTION

- A. The Contracting Officer shall determine the value of any order on contract or field order by one or more of the following methods:
1. Agreed to Amount:
 - a. By estimating the fair and reasonable cost of:
 - 1) Labor, including all wages, required wage supplements and insurance/taxes required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of working foremen, workers and other employees below the rank of the Contractor's designated representative directly employed at the Site of the Project, and, on contracts with an award price less than \$500,000, the Contractor's designated representative, regardless of job title or work status.
 - 2) Materials (to be installed or turned over to the State).
 - 3) Consumables are items that are used during the progression of the extra work that do not become a permanent part of the Work and as such are considered overhead.
 - 4) Equipment, excluding hand tools, which, in the judgment of the State, would have been or will be employed exclusively and directly on the omitted work or extra work.
 - 5) Where the omitted or extra work is performed directly by the Contractor; by adding to the total of such estimated costs a sum equal to 15 percent thereof, but, where the omitted or extra work is performed by a subcontractor, by adding a sum equal to 15 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra work is performed by any sub-subcontractor), an additional sum equal to:
 - a) 10 percent of the first \$10,000 of the above-estimated costs, including the subcontractor's percentage override.
 - b) Plus 5 percent of the next \$90,000 of the total of said items.
 - c) Plus 3 percent of any sum in excess of \$100,000 of the total of said items.
 - d) For the purposes of the aforesaid percentage overrides, the words "extra work" shall be defined as a complete item of added, modified or changed work as described in writing to the Contractor and the reductions enumerated shall be applied individually to each Order on contract issued on a Contract. Such "extra work" may include the work of one or more trades and/or subcontractors or sub-subcontractors and shall include all labor, material, plant, equipment, tools and all incidentals directly and/or indirectly necessary, related, involved in or convenient to the successful completion of the extra work item.

- b. By accepting an amount agreed upon by both parties, which amount is to be calculated in a manner similar to that provided in subparagraph 1.01 A. 1. a.
 - c. Should the Contractor fail to submit the required proposal as required by Article 10.5.1, the Contractor shall be compensated as follows:
 - 1) The costs will be determined by the State as described in 1.01 A. 1. a. above, but the percentages for profit and overhead will be as follows:
 - a) Where the omitted or extra work is performed directly by the Contractor; by adding to the total of such estimated costs a sum equal to 10 percent thereof, but, where the omitted or extra work is performed by a subcontractor, by adding a sum equal to 10 percent of said costs for the benefit of such subcontractor, and by adding, for the benefit of the Contractor (no further allowance will be made where extra work is performed by any sub-subcontractor), an additional sum equal to:
 - (1) 5 percent of the first \$10,000 of the above-estimated costs, including the subcontractor's percentage override.
 - (2) Plus 3 percent of any sum in excess of \$10,000 of the total of said items.
 - 2. ACTUAL COSTS - By determining the actual cost of the extra work in the same manner as in the above Subparagraph 1.01 A. 1.a. except that actual costs of the Contractor be utilized in lieu of estimated costs. The State shall have the option to utilize this method provided it notifies the Contractor of its intent to do so prior to the time the Contractor is properly authorized to commence performance of such work.
 - 3. By applying the applicable price or prices set forth in the Contract Documents or by applying a unit price agreed to by both parties.
 - 4. All profit, overhead and expense of whatsoever kind and nature, other than those set forth above in Subparagraphs A.1.a. 1), 2) and 4), and below in Paragraph 1.01 F., of the Contractor, its subcontractors and sub-subcontractors, are covered by the aforesaid percentage overrides and no additional payment therefore will be made by the State.
- B. Irrespective of the method used or to be used by the State in determining the value of extra or omitted work, the Contractor shall, after receipt of a request, shall within 15 days submit to the State a detailed breakdown of the Contractor's estimate of the value of the omitted or extra work. The Contractor shall submit evidence, satisfactory to the Contracting Officer, to substantiate each and every item that constitutes his proposal for the change. The State shall promptly respond to such submission.
- C. Whenever this Contract requires the determination of labor hours, it shall be determined as follows:
- 1. Labor Hours shall be based on the labor factors as published in "RSMeans" by Reed Construction Data. The latest versions of the following books shall be used:
 - a. Building Construction Cost Data
 - b. Electrical Cost Data
 - c. Mechanical Cost Data
 - d. Plumbing Cost Data
 - e. Site Work and Landscape Cost Data
 - 2. In the event that a labor factor for an item of work is not available from these publications the Director shall establish a labor factor as to the amount of time it takes to perform an item of Work.
 - a. Conditions that affect the performance of the extra work whether addressed in the Contract Documents or not shall be taken into consideration and negotiated.

- b. Unforeseen conditions or conditions that are not identifiable shall not be included in the Contractor's proposal. If while in the process of performing the omitted or extra work a condition or event that affects the work becomes evident, it will be addressed at that time via a field order or change order.

D. Materials:

1. Materials used in performance of the extra work shall conform to Contract Documents and shall be listed by description, quantity and standard unit of measure.
2. Where the extended value of an item of material is FIVE THOUSAND DOLLARS OR MORE a quote or invoice from a supplier shall be included as part of the Contractor's proposal. The Director's Representative reserves the right to request substantiating pricing documentation to verify actual and reasonableness of any and all submitted costs. This requirement does not impede Subparagraph 1.01 B. above.
3. Travel costs including mileage, tolls, and overnight lodging and meal per diems incurred as a result of the extra work will be reimbursed at costs without any markup for the Contractor or subcontractor as the case may be. Daily travel to the project site must exceed 35 miles, one way, from the Contractor's office address to claim mileage and toll expenses; only mileage beyond 35 miles will be reimbursed. Distance must exceed 50 miles, one way, from Contractor's office address to the project site to claim overnight lodging and meal per diems. Actual cost for overnight lodging and meal per diems will be reimbursed up to the maximum rates listed per locality, as established by U.S. General Services Administration (GSA).
4. Personal Protection equipment required for hazardous materials abatement and materials used to create critical barriers and protection barriers, provided that they are expended during the performance of the extra work or turned over to the State at the request of the Director's Representative, are reimbursable as part of an order on contract.

E. Whenever this Contract requires the determination of the cost of equipment, it shall be determined as follows:

1. Equipment used or to be used in the performance of Work shall be specifically described by the manufacturer, model number and date of manufacture and be of suitable size and capacity required for the work to be performed.
2. Equipment, excluding hand tools which are defined as tools and equipment having a new purchase price of less than ONE THOUSAND DOLLARS, and which will be used exclusively and directly on the Work. For the purposes of computing the Contractor's cost for self-owned equipment, the rate used for periods of under five days shall be the monthly rate set forth for the item of equipment in the Equipment Watch® "Rental Rate Blue Book" published by Penton Media (800 669-3282) divided by 22 days to establish a **daily rate** and divided again by eight hours to establish an **hourly rate**. **The rate used for periods of 5 days or more shall be 45% of the published monthly rate.** In the event the "Rental Rate Blue Book" does not list the item of equipment used, the applicable rate shall be determined in the same manner as set forth above except that the monthly rate used shall be that set forth in "The AED Green Book" published by Penton Media (800 669-3282). In the event that a rate is not established in the "Rental Rate Blue Book" or "The AED Green Book" for a particular piece of equipment, the Contracting Officer shall establish a rate for ownership costs and operating costs for that piece of equipment that is consistent with its cost and expected life. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies.
3. Rented equipment will be paid for at the actual rental cost. Equipment rented for the Work used in the performance of extra work will be reimbursed for operating costs only.

4. For the purposes of the performance of extra or additional work, when, in the opinion of the Contractor, and as approved in writing by the Director's Representative, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.
 5. Notwithstanding any other provision, if the State should determine that the nature or size of the equipment used by the Contractor in connection with the performance of Work is larger or more elaborate, as the case may be, than the size or nature of the minimum equipment determined by the State to be suitable for the performance of Work, the cost of equipment used in calculating the costs of extra work or delay damages will not be based upon the equipment used by the Contractor but instead will be based on the smallest or least elaborate equipment determined by the State to have been suitable for the performance of the Work. In no event shall the amount paid to the Contractor as the allowance for the use of self-owned construction equipment exceed the lower of the actual cost of such equipment or the depreciated value of such equipment as carried on the Contractor or subcontractors books.
 6. The Contractor shall be reimbursed for its operating costs for self-owned equipment based on actual cost data. Operating costs shall include fuel, lubricants, other operating expendables and preventive and field maintenance. Operating costs do not include the operator's wages. In the event, after documented and demonstrated due diligence, actual operating costs are not ascertainable, then the Contractor will be compensated utilizing 100 percent of the operating costs set forth in the "Rental Rate Blue Book" and the Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the operating cost per hour.
 7. The maximum amount of reimbursement for the ownership costs of self-owned equipment is limited to the original purchase price of the equipment as listed in the "Green Guide for Construction Equipment" published by Penton Media (800) 669-3282. In the specific event when the ownership reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the operating cost per hour for each hour of actual use.
- F. Insurance and Bonds:
1. The additional cost of all required Bonds and Liability and Builder's Risk Insurance Premium required by this Contract, arising from the additional cost of performing extra work shall be paid by a change order or field order to be issued upon physical completion of the Work and upon the submission of proof of payment of such additional premiums assessed by the respective insurance companies for such additional cost of the extra work.
 2. Should the additional work require an additional insurance policy not initially required or anticipated in the execution of the contract, whether required of the Contractor or a subcontract between the Contractor and a subcontractor actually performing extra work, will be reimbursed based on actual cost.
- G. Unless otherwise specifically provided for in an order on contract or field order, the compensation specified therein for extra work includes full payment for both the extra work covered thereby and for any damage or expense caused the Contractor by any delays to other work to be done under the Contract resulting from or on account of said extra work, and the Contractor waives all rights to any other compensation for said extra work, damage or expense.

- H. In computing the value of an order on contract or field order which involves additions and deletions of work and the cost of the added work exceeds the cost of the deleted work, overhead and profit shall be computed on the amount by which the actual cost of additional labor and material exceeds the actual cost of the deleted labor and material, except no additional overhead and profit shall be allowed on the value of any order on contract or field order determined by the method provided in Subparagraphs 1.01 A. 1.b. or 1.01 A. 3.
- I. In computing the value of an order on contract or field order which involves additions and deletions of work and the cost of the deleted work exceeds the cost of the added work, the Contractor will be allowed to retain the overhead and profit on the amount by which the cost of the deleted work exceeds the cost of the added work, except that no overhead and profit shall be retained on the cost of work determined by the method provided in Subparagraphs 1.01 A. 1.b. or 1.01 A. 3.
- J. Subject to the provisions of Article 17A of the General Conditions, the following elements of damage, and only the following elements, as determined by the Contracting Officer, will be recoverable by the Contractor as “delay damages” provided that they are actual, reasonable and necessary:
1. Documented additional or escalated job site labor expenses.
 2. Documented additional or escalated costs for materials.
 3. Documented additional or escalated equipment costs less appropriate credits, as such are determined in accordance with this Section.
 4. Documented costs of extended job-site overhead (including job superintendent, office engineer and clerical staff, but not including working foremen).
 5. An additional 15 percent of the total of the above items in Subparagraphs 1.01 J. 1., 2., 3. and 4. for home office overhead and profit thereon.
 6. Documented additional or escalated insurance and bond costs.
 7. When the work is performed by a subcontractor, the Contractor shall be paid the actual, reasonable and necessary cost of such subcontracted work as outlined Subparagraphs 1.01 J. 1. through 4., including the subcontractor’s main office overhead and profit of 15 percent. The Contractor shall also be allowed an additional 5 percent administrative fee for processing.
 8. The phrases “additional expenses”, “escalated expenses”, “additional costs” and “escalated costs” shall include expenses and costs above or below those normally incurred in the performance of the work, less any appropriate credit, and/or attributable, with appropriate credits, to the performance of work or portions of work in a different time period than that which was indicated on the approved progress schedule.
- K. The parties agree that, with regard to delay damages, the State will have no liability for the following items and the Contractor further agrees it shall make no claim for the following items:
1. Profit, in excess of that provided for above.
 2. Loss of anticipated or unanticipated profit.
 3. Labor inefficiencies and loss of productivity.
 4. Home office overhead in excess of that provided for above.
 5. Consequential damages, including but not limited to interest on monies in dispute, including interest which is paid on such monies, loss of bonding capacity, bidding opportunities, or interest on retainage or investment, or any resultant insolvency.
 6. Indirect costs or expenses of any nature.

7. Direct or indirect costs attributable to performance of work where the Contractor, because of situations or conditions within its control, has not progressed in a manner satisfactory to the Executive Director.
 8. Attorneys' fees, or claims preparation expenses.
- L. Remedies Exclusive: With respect to extra costs and delay damages, the parties agree that the State shall have no liability to the Contractor for expenses, costs, or items of damage other than those which are specifically identified as payable above. In the event any legal action is instituted against the State by the Contractor on account of any extra work or for additional compensation, whether on account of delay, acceleration, breach of contract, or otherwise, the Contractor agrees that the State's liability will be limited to those items which are specifically identified as compensable above. The Contractor further agrees to make no claim for expenses other than those which are specifically identified as compensable above.

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. Summary of the Work: Section 011000.
- C. Administrative Requirements: Section 013000.
- D. 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.
- B. Acceptable Manufacturer, Company or Product: A manufacturer, company or product capable of achieving the requirements established in the Contract Documents and demonstrating compliance.
- C. Portable Document Format (PDF): An open standard file format used for representing documents in a device-independent and display resolution-independent fixed layout document format.

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) accessible 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 Submittal Exchange® for information only.

1.06 ADMINISTRATIVE REQUIREMENTS

- A. Participate in the OGS’s hosted web-based collaboration service (Submittal Exchange® at www.submittalexchange.com) to transmit and track Contractor provided project related documents.
- B. Identify 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.
- C. 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.

ELECTRONIC SUBMITTALS VERSION

- D. 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.
- E. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Submit all submittal items required for each specification section concurrently unless instructions for partial submittals are required in a specific specification section requiring sequential submissions.
 - 3. Submit action submittals and informational submittals required by the same specification section as separate packages under separate transmittals.
 - 4. Coordinate transmittals of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. The Director's Representative reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- F. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on uploading the submittal to Submittal Exchange®. No extension of the project schedule will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow time for the initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The Designer of Record will advise the Director's Representative when a submittal being processed must be delayed for coordination.
 - 2. Resubmittal Review: Allow time for review of each resubmittal.
 - 3. Sequential Review: Where sequential review of submittals by the project team is necessary for coordination, allow time for review.

1.07 SUBMITTALS

- A. Schedule of Submittals acknowledgement: Provide written acknowledgement that the Schedule of Submittals has been received and reviewed with Critical Submittals identified and Contractor's Projected Dates (three dates inserted into each column) are entered for each specification item.

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 a 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. Submittal Exchange® is used to provide an on-line database and repository which shall be used to transmit and track project related documents. The intent for using this service 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 PDF to Submittal Exchange®, where it will be tracked and stored for retrieval for review. After the submittal is reviewed it is uploaded back to Submittal Exchange® 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 submittals in PDF. The Contractor may use the following options:
 - 1. Subcontractors and suppliers provide electronic submittals in PDF to the Contractor through Submittal Exchange®.
 - 2. Subcontractors and suppliers provide paper submittals to the Contractor, who electronically scans and converts them to PDF.
 - 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. It will be the Contractor's responsibility to transmit the scanned submittals to Submittal Exchange®.

- 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 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

ELECTRONIC SUBMITTALS VERSION

other similar PDF reviewing, creating and editing software for applying electronic stamps and comments.

- F. Training and Support:
 - 1. Submittal web-based collaboration training and support shall be available, free of charge from Submittal Exchange®, for project participants using the submittals website.
 - 2. Training schedule will be coordinated through the Director’s Representative.

- G. Paper prints (hardcopies) of reviewed submittals:
 - 1. Record Copy: Each Contractor shall provide one paper copy of each 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 Waiver Of Certain Submittal Requirements Article 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 under Section 017716 Contract Closeout.
 - 2. Use for Construction: Retain complete copies of submittals on project site. 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. Distribution: The Contractor will furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Maintain transmittal forms indicating distribution of submittals.

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.

ELECTRONIC SUBMITTALS VERSION

- B. Electronic copies of CAD Drawings of the Contract Drawings will not be provided by the Director's Representative for Contractor's use in preparing submittals.
- C. 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.
- D. Submit the shop drawings through Submittal Exchange®. The shop drawings will be reviewed and the review results will be posted on Submittal Exchange®. 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 Submittal Exchange®. The product data will be reviewed and the review results will be posted on Submittal Exchange®. 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.
- C. Comply with applicable federal and State of New York Right-to-Know Law provisions. Provide Safety Data Sheets (SDS) documents for products that have SDS data prior to use on the project site.
 - 1. Upload and maintain electronic SDS documents on the Submittal Exchange® SDS tab.
 - 2. SDS tab is organized by prime contracts. To be readily identified, name products with SDS by specification section number and product name.

3. Supply and maintain one hard copy of the appropriate SDS on the project site and one hard copy with the Facility's Right-to-Know Information Officer.

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 Submittal Exchange®. The quality assurance information will be reviewed and the review results will be posted on Submittal Exchange®. 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 Submittal Exchange®.
- 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 Submittal Exchange®. 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:
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:
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.

ELECTRONIC SUBMITTALS VERSION

3. **Disapproved:**
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:**
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 requesting revisions with Submittal Exchange®.
 2. **SUBMITTALS WEBSITE LOG:**
 - a. The submittal website log will be populated by Submittal Exchange® by means of the S.O.S.

ELECTRONIC SUBMITTALS VERSION

- 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) accessible from the OGS Web Site:
 - 1. Furnish separate Form BDC 42 for each submitted item sent to Submittal Exchange® 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 Submittal Exchange®.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION