



**DESIGN AND CONSTRUCTION GROUP
THE GOVERNOR NELSON A. ROCKEFELLER
EMPIRE STATE PLAZA
ALBANY, NY 12242**

ADDENDUM NO. 1 TO PROJECT NO. 45602

**HVAC WORK
REPLACE CONDENSATE PIPING
STATE OFFICE BUILDING CAMPUS
1220 WASHINGTON AVENUE
ALBANY, NY**

July 12, 2017

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 007304 SUPPLEMENTARY CONDITIONS – COST PLUS PERCENTAGE FEE CONTRACT: Discard the Document bound in the Project Manual and substitute the accompanying Document (pages 007304-1 thru 007304-7), noted “REVISED 07/12/2017”.
2. DOCUMENT 007328 SUPPLEMENTARY CONDITIONS – CONTRACTOR’S SUPERVISION: Add the accompanying Document (pages 007328-1 thru 007328-2) to the Project Manual.
3. SECTION 011000 SUMMARY OF THE WORK: Discard the Section bound in the Project Manual and substitute the accompanying Document (pages 011000-1 thru 011000-5), noted “REVISED 07/12/2017”.
4. SECTION 013000 ADMINISTRATIVE REQUIREMENTS: : Discard the Section bound in the Project Manual and substitute the accompanying Section (pages 013000-1 thru 013000-2), noted “REVISED 07/12/2017”.
5. SECTION 013113 PROJECT SCHEDULE: Discard the Section bound in the Project Manual and substitute the accompanying Section (pages 013113-1 thru 013113-8) noted “REVISED 07/12/2017”.

END OF ADDENDUM

Margaret F. Larkin
Executive Director
Design and Construction

DOCUMENT 007304 – NON-EMERGENCY

SUPPLEMENTARY CONDITIONS - COST PLUS PERCENTAGE FEE CONTRACT

These supplements modify the General Conditions. Where any part of the General Conditions is modified by these supplements, the unaltered provisions of that part shall remain in effect.

ARTICLE 2 – DEFINITIONS

Add the following paragraphs:

- 2.24 The term “percentage fee” shall include:
 - 2.24.1 All required Liability and Builder's Risk Insurance Premiums for Insurance Policies whether such Policies are required by this Contract or a subcontract between the Contractor and a subcontractor actually performing any Work.
 - 2.24.2 The salaries and fringe benefits for all staff above and including the rank of the contractor’s designated representative(s) as required by Article 6 of the General Conditions for the contractor’s staff located at the Main Office and Field Office.
 - 2.24.3 The salaries and fringe benefits for all construction management service staff including but not limited to estimators, engineers, superintendents, non-working foremen, managers, officers, coordinators, cost managers, administrative, clerical and secretarial staff located at the Main Office and Field Office.
 - 2.24.4 All travel costs including but not limited to vehicle expenses, lodging/per diem, mileage, and travel time. Expenses for vehicles for any use except from direct execution of the work including but not limited to Contractor-supplied vehicles.
 - 2.24.5 Expenses incurred for relocation and temporary living allowances of employees required for the Work.
 - 2.24.6 The Contractor’s capital expenses, including interest on the Contractor’s capital employed for the Work.
 - 2.24.7 Costs due to the negligence or failure to fulfill a specific responsibility of the Contractor, Subcontractors and suppliers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.
 - 2.24.8 Costs incurred due to labor disharmony, unrest, or strikes, including, but not limited to, delays, security, legal expenses, fines and work stoppages or slowdowns, except where such costs are due to circumstances wholly beyond the control of the Contractor.
 - 2.24.9 Costs related to setup, service and usage of telephone/VOIP, mobile telephones, tablets, laptops, computers, internet service, and local radio communication equipment (job radios) at the site office.

- 2.24.10 Costs of site office furniture, equipment, supplies, computers, network equipment, small appliances.
 - 2.24.11 Costs related to, but not limited to, document reproduction; costs of mailing and shipping of documents.
 - 2.24.12 Fees of laboratories for tests resulting from defective or nonconforming Work for which reimbursement is excluded by Article 9 of the General Conditions.
 - 2.24.13 Company accounting including, but not limited, to administration and clerical work for check processing, payment application development and submission costs.
 - 2.24.14 Other costs, damages, or expenses specifically excluded elsewhere in the Contract Documents.
 - 2.24.15 All other costs not specifically identified in the articles noted below.
- 2.25 The term “cost” means the following items of expense, to the extent deemed reasonable, actual, and necessary, expended in the performance of the Work and substantiated to the satisfaction of the Contracting Officer:
- 2.25.1 **LABOR COSTS**
 - 2.25.1.1 Costs paid or incurred by the Contractor for labor, including, but not limited, to all wages, required wage supplements and insurance required by law (workers' compensation, social security, disability, unemployment, etc.) paid to or on behalf of foremen, workers and other employees not designated as Contractor Representative(s), as defined in Document 007328 – SUPPLEMENTARY CONDITIONS – CONTRACTORS SUPERVISION.
 - 2.25.1.2 Contributions, assessments and benefits required by law or collective bargaining agreements and, for employees not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, but not bonuses, provided such costs are based on wages and salaries included in the Cost of the Work under Section 2.25.1.1.
 - 2.25.1.3 Wages of construction workers directly employed by the Contractor to perform the construction of the Work at the site or, with the State’s prior approval, at off-site workshops.
 - 2.25.1.4 Overtime or premium pay, but only if approved in advance in writing by the Director.

2.25.2 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

2.25.2.1 Materials incorporated in the completed construction, and materials that are fully consumed and/or tangible in the performance of the work.

2.25.2.2 Costs of materials, described in the preceding paragraph, that are in excess of those actually installed to allow for reasonable waste and spoilage. Unused excess materials, if any, shall become the State's property at the completion of the Work or, at the State's option, shall be sold by the Contractor. Any amounts realized from such sales shall be credited to the State as a deduction from the Cost of the Work.

2.25.3 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

2.25.3.1 Costs, including but not limited to delivery, installation, maintenance, dismantling and removal of materials and temporary facilities, not customarily owned by the Contractor, that are provided by the Contractor at the site and fully consumed in the performance of the Work; and cost (less salvage value) of such items if not fully consumed, whether sold to others or retained by the Contractor. Costs for items previously used by the Contractor shall be determined on the basis of fair market value.

2.25.3.2 Rental charges for temporary facilities and rented equipment not customarily owned by the Contractor that are provided by the Contractor at the site, and costs of delivery, installation, dismantling and removal thereof. Rates and quantities of equipment rented shall be subject to the State's prior written approval.

- a. Rental protection/insurances related to the equipment are *not* allowed.
- b. Any damages to rental equipment that occur as part of this Work are *not* allowed.

2.25.3.3 Self-Owned Equipment, excluding hand tools which are defined as tools and equipment having a new purchase price of less than FIVE HUNDRED 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 "Rental Rate Blue Book", published by Penton Business Media (web link or (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", also published by

Penton Business Media. 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 the piece of equipment that is consistent with its cost and expected life.

- a. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies.

2.25.3.4 Actual rental costs that reach or exceed the purchase price of the equipment item will be subject to review by the Contracting Officer.

2.25.3.5 Notwithstanding the foregoing, if the State should determine that the nature or size of the equipment used by the Contractor in connection with the 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 Work, the cost of equipment 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.

2.25.3.6 Costs of removal of debris from the site.

2.25.3.7 Costs for secure off-site storage for supplies that are in short and/or critical supply and for materials determined to be specifically fabricated for the project. Costs of materials and equipment suitably stored off the site at a mutually acceptable location, if approved in advance by the State.

2.25.4 MISCELLANEOUS COSTS

2.25.4.1 All Bonds required by this Contract.

2.25.4.2 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Contractor is required by the Contract Documents to pay.

2.25.5 DISCOUNTS, REBATES AND REFUNDS

2.25.5.1 Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the State, and the Contractor shall make provisions so that they can be secured.

2.25.5.2 Amounts that accrue to the State in accordance with the provisions of Section 2.25.5.1 shall be credited to the State as a deduction from the Cost of the Work.

2.25.6 SUBCONTRACTS AND OTHER AGREEMENTS

- 2.25.6.1 The Contractor agrees that, as a condition precedent to the award of any subcontract for the performance of Work exceeding THIRTY THOUSAND DOLLARS, or the issuance of any contract or purchase order for the furnishing of equipment in an amount exceeding THIRTY THOUSAND DOLLARS from a single supplier, written bids must be obtained from at least 3 sources. The proposals must provide a description of the work to be performed and the type and quantity of the materials, labor or equipment to be provided. The contractor must not solicit bids from any firm that has been debarred or disqualified from bidding by any local, state, or federal government entity.
- 2.25.6.2 If the Contractor for good cause shown cannot fulfill the requirements of 2.25.6.1 for a particular procurement, the Director may, in their sole discretion, issue a written waiver of the subcontractor or supplier bidding requirements. Such written waiver shall contain either the approved subcontract amount or a description of the method to be used to determine the subcontract amount. The contractor must not solicit or otherwise use any firm that has been debarred or disqualified from bidding by any local, state, or federal government entity.
- 2.25.6.3 If the Contractor employs subcontractors (or sub-subcontractors) in the performance of the Work, the actual cost to the Contractor of subcontracts the cost, shall be determined in accordance with Paragraph 2.25.6.1 or 2.25.6.2 herein. The Contractor agrees that the Contractor's percentage fee markup on the cost of the subcontract (which include subcontractor markup) shall be 15 percent or the Contractor's contractual percentage fee markup, whichever is lower.
- 2.25.6.4 If the Contractor employs subcontractors in the performance of the Work, the Contractor agrees that the subcontractor's percentage fee markup on the subcontractor's cost shall be limited to 18%, unless otherwise approved in advance in writing by the Contracting Officer.
- 2.25.6.5 All profit, overhead and expense of whatsoever kind and nature, other than those set forth above in 2.25.6.3 and 2.25.6.4, of the Contractor, its subcontractors and sub-subcontractors are covered by the previously mentioned percentage fees and overrides and no additional payment therefore will be made by the State. No additional Contractor percentage fee markup will be included on any subcontractor costs above the items as set forth in 2.25.6.3.

ARTICLE 21 – PAYMENT

Change Paragraph 21.1 to read as follows

- 21.1 The Contractor shall submit bi-weekly a requisition for a progress payment to the designated representative for certification, for Work performed and materials furnished up to the date of the requisition, less any amount previously paid to the

Contractor. Except as otherwise provided by this Contract, the Contracting Officer shall approve and cause to be paid the requisition for the progress payment less an amount necessary to satisfy any claims, liens or judgments against the Contractor which have not been suitably discharged and less any amount authorized by law to be retained. The requisition shall be in such form and supported by such evidence as the Contracting Officer may reasonably require. The designated payment office is listed as follows:

Division of Contract Administration
Bureau of Contract Performance
35th Floor, Corning Tower
Albany, New York 12242

21.1.3 This contract is not Electronic Contractor Requisition (ECR) eligible.

Add the following paragraph:

21.11 Electronic versions of the payment (Excel Workbook) will be submitted to the CPAG (Contract Payment Audit Group) email address (DCCPAGELM@ogs.ny.gov) at the same time the payment is provided to the Director's Representative for review and processing.

Add the following paragraph:

21.12 For contractor payments, the value of the MWBE-EEO goals will be based on the value of labor, materials, equipment, and all approved costs spent on the contract, less the Contractor's overhead and profit.

ARTICLE 10 - ORDERS ON CONTRACT (CHANGE ORDERS)

Change the Heading of Article 10 to read as follows:

ARTICLE 10 - FIELD ORDERS AND ORDERS ON CONTRACT (CHANGE ORDERS)

Change Paragraph 10.2 to read as follows:

10.2 No change in the work, the value of which DOES NOT increase the estimate or the time for performance of the Work, shall be binding upon the Contractor unless in the form of a field order signed by the Director's Representative. No change in the work, the value of which DOES increase the estimate or the time for performance of the Work, shall be binding upon the Contractor unless in the form of an order on contract signed by the Contracting Officer. The order on contract or field order shall describe or enumerate the work to be performed. If the extent of the work is not determinable until after the changed work is performed, the order on contract or field order shall specify the method for determining the extent of the changed work when completed. If the Contractor disagrees as to any element of the field order or order on contract, the Contractor shall promptly indicate such disagreement in writing by certified mail directed to the Contracting Officer and shall promptly proceed in accordance with the field order or order on contract. The Contractor's letter of disagreement shall identify by number the field order or order on contract with which the Contractor is disagreeing, the elements with which the Contractor disagrees and a statement as to why there is a disagreement on

each element. The letter of disagreement shall be accompanied by documentation of every material element of the Contractor's basis for disagreement. The Contracting Officer shall promptly review the Contractor's letter and supporting documentation, and advise the Contractor in writing of any modifications to the field order or order on contract, or of the confirmation of the field order or order on contract as issued. The Contracting Officer may, in the exercise of discretion, conduct informal discussions or meetings with the Contractor and/or State Officials, employees or agents prior to rendering a decision.

END OF DOCUMENT

DOCUMENT 007328

SUPPLEMENTARY CONDITIONS - CONTRACTOR'S SUPERVISION

This supplement modifies the General Conditions. This supplement replaces Article 6 of the General Conditions in its entirety.

ARTICLE 6 – CONTRACTOR'S SUPERVISION

6.1 The Contractor shall designate in writing a competent Supervisor, Superintendent, and Project Manager, as specified below, to represent the Contractor at all times with authority to act for the Contractor on site during any active performance of the work. All direction given to the Supervisor, Superintendent, and/or Project Manager shall be as binding as if given to the Contractor. Individuals listed under this Article must have the ability to effectively communicate (verbal and written) with all parties associated with the administration/ supervision of this contract.

The Contracting Officer may modify the provisions of this Article when deemed in the best interest of the State by order on contract. This modification may include a credit change order due to failure by the Contractor to provide the supervision specified herein.

6.1.1 The Contractor shall provide a Project Manager and a Superintendent for the Contractor's staff on the project. The Project Manager shall attend project meetings, maintain the submittal system, develop and maintain project schedules, and be responsible for Change Order/ Field Order responses and negotiations. A Superintendent shall be in attendance at the site on all shifts of Work on the project throughout the active performance of the Work until Substantial Completion.

The Superintendent shall direct the Work, coordinate the Work of subcontractors and ensure compliance with the Safety Specification 011100. No Superintendent shall be responsible for coordinating the Work of more than five subcontractors on the site simultaneously. For each work shift where there are more than five subcontractors performing work on the site simultaneously, an additional Superintendent is required to coordinate their work.

6.1.2 Upon Substantial Completion, the contractor shall provide a Supervisor who shall be in attendance at the site throughout the active performance of the Work until Physical Completion.

The Supervisor shall direct the Work, attend all project meetings, coordinate the Work of subcontractors and ensure compliance with the Safety Specification 011100.

6.2 The Project Manager and each Superintendent shall be considered a Contractor Representative, shall be classified as a management representative included in the Contractor's overhead, and, as specified in 6.1.1 above, shall perform management, scheduling, supervisory and/or administrative tasks only. Any Supervisor, when performing management, scheduling, supervisory and administrative tasks, shall be considered a Contractor Representative and shall be classified as a management representative included in the Contractor's overhead.

6.3 The criteria contained in Specification Section 002219 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS - QUALIFICATIONS OF BIDDERS AND MANDATORY PRE-AWARD SUBMITTAL REQUIREMENTS will be used in evaluating the qualifications and experience of the Project Manager and any Superintendents and Supervisors, as applicable.

Any Supervisors, if required, shall have a minimum of five years' experience in the role of a Supervisor with a minimum of three projects of similar size and scope.

Any Superintendents, if required, shall have a minimum of five years' experience in the role of a Superintendent with a minimum of three projects of similar size and scope.

The Project Manager, if required, shall have a minimum of five years' experience in the role of a Project Manager with a minimum of three projects of similar size and scope.

6.4 Should the Director deem any employees of the Contractor incompetent or negligent or for any cause unfit for their duty, the Contractor shall dismiss them and they shall not again be employed on the Work.

6.5 Before any part of the Contract shall be sublet or material purchased, the Contractor shall submit to the Director in writing the name of each proposed subcontractor and supplier and obtain the Director's written consent to such subcontractor and supplier. The names shall be submitted in ample time to permit acceptance or rejection of each proposed subcontractor and supplier by the Director or Contracting Officer without causing delay in the work of the Project. The Contractor shall promptly furnish such information as the Director or Contracting Officer may require concerning the proposed subcontractors' and suppliers' ability and qualifications, and certification status as a Minority/Women-Owned Business Enterprise and/or Service-Disabled, Veteran-Owned Business Enterprise. Each request for approval of a subcontractor whose subcontract will be valued at \$100,000.00 or more shall also be accompanied by a NYS Vendor Responsibility "For-Profit Construction" Questionnaire (form CCA-2), properly completed and executed by the proposed subcontractor. The Questionnaire (form CCA-2) may be requested by the Agency for vendors with subcontracts valued at less than \$100,000.00 when deemed necessary.

6.6 The Contractor's use of subcontractors shall not diminish the Contractor's obligations to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of its subcontractors.

6.7 The Contractor shall be responsible for informing its subcontractors and suppliers of all the terms, conditions and requirements of the Contract Documents including, but not limited to, the General Conditions, Supplementary Conditions, the Drawings and Specifications, Appendix A, and changes made by Addenda.

END OF DOCUMENT

SECTION 011000

SUMMARY OF THE WORK

PART 1 GENERAL

1.01 WORK COVERED BY CONTRACT DOCUMENTS

- A. The title and location of the Work is printed on the cover of this Project Manual.
- B. Type of Contract: Cost plus percentage fee. The following is the proposed expenditure:
 - 1. HVAC Work: \$1,200,000 expected expenditure.
- C. The location of the work shall be as follows:
 - 1. Harriman State Office Building Campus in Albany NY.
- D. The Work consists of abatement of asbestos containing materials, replacing existing underground condensate piping currently in an existing concrete tunnel and direct buried. Support, guides and rollers for steam piping located in concrete tunnels shall be replaced as required.
- E. The Work will be initiated by means of a Work Order. Costs will be determined on the basis of each Work Order. The Work will be initiated at various times by the Director's Representative.
 - 1. Commence the Work of each Work Order within 21 days of the date of the directive. The last such Work Order will be issued up to the contract completion date.

1.02 CONCURRENT PROJECTS

- A. The following projects will be taking place concurrently with the work of this project:

Construction Work	Project No. 45470-C
Construction Work	Project No. 45485-C
Construction Work	Project No. 45124-C
HVAC Work	Project No. 45124-H
Plumbing Work	Project No. 45124-P
Electrical Work	Project No. 45124-E
HVAC Work	Project No. 45626-H
- B. Coordinate the work of this project, thru the Director's Representative, to avoid conflicts with concurrent contracts.

1.03 SUBSTANTIAL AND PHYSICAL COMPLETION DATES

- A. Substantially complete the Work by 7/15/2018 after the Agreement is approved by the Comptroller.
 - 1. The time allocated for the performance of work under this contract includes 10 days for notification of the Contractor of the Comptroller's approval of the Agreement.
 - 2. The approval of the Agreement by the Comptroller constitutes the filing of the Contract Documents as a public record and notice to the Contractor that a fully executed contract exists between the Contractor and the State.
- B. Physically complete the Work within 90 days after the established Substantial Completion date.

1.04 CONTRACT AWARD SUBMITTALS

- A. Submittal No. 1: Submit the CONTRACTOR'S LIST OF SUBCONTRACTORS-SUPPLIERS information required in SCHEDULES AND RECORDS Article in Specification Section 013000 not later than 15 days after approval of the Contract by the Comptroller.
- B. Submittal No. 2: Submit Preliminary Project Schedule related information noted in 013113 Project Schedule or 013200 Construction Progress Documentation, whichever section is applicable, within 15 days after approval of the Contract by the Comptroller for review by the Director's Representative and OGS Scheduling.

1.05 RESTRICTED WORK PERIOD

- A. Do not perform Work requiring shut off of active heating piping and equipment on or after October 15th and up to, but not including May 1st unless approved otherwise, in writing, by the Director.
- B. Do not perform Work requiring installation of underground prefabricated steel conduit under Section 232101 on or after December 1st and up to, but not including April 1st unless approved otherwise, in writing, by the Director.
- C. The Work includes abatement of asbestos-containing materials. Do not perform other Work in the area of such activity during the abatement of asbestos-containing materials.

1.06 ITEMS NOT INCLUDED

- A. The following items shown on the Drawings are not included in the Contract:
 - 1. Items indicated "NIC" (Not in Contract).
 - 2. Existing construction, except where such construction is to be removed, replaced, or altered.

1.07 CONFINED SPACE

- A. Comply with confined space and permit-required confined space as defined in Title 29, Part 1910, Section 146 of the Code of Federal Regulations (29CFR 1910.146).
- B. Comply with Safety Requirements for Confined Spaces (ANSI/ASSE Z117.1-2009).
- C. All spaces shall be treated as permit-required confined spaces until the Contractor and/or subcontractors are able to re-classify the space to a non-permit confined space as per 29CFR 1910.146 and ANSI/ASSE Z117.1-2009.
- D. Indicated confined spaces are not intended to limit or define Contractor's or subcontractors' regulatory compliance requirements. In addition to confined spaces indicated on the drawings, other confined spaces may be present or created by the work of this contract. Notify the Director's Representative, in writing, of confined spaces created or eliminated during execution of the Work.
- E. For the purpose of inspecting ongoing work, furnish at no additional cost to the State, personnel, as directed, to allow the Director's Representative to enter confined space and permit-required confined space in compliance with Title 29, Part 1910, Section 146 of the Code of Federal Regulations (29CFR 1910.146).

1.08 OCCUPANCY

- A. This is an occupied Facility. The building will be occupied and operational during execution of the Work. Ingress to and egress from the building shall be maintained at all times.

1.09 CONNECTION TO ELECTRICAL EQUIPMENT OR SYSTEMS

- A. Contractor will not be allowed to tie into electrical equipment or systems until the Division of Utilities Management has reviewed and approved the connection.
 - 1. Submit written procedures thru the Director's Representative to the Division of Utilities Management, detailing how the connection Work is proposed to be performed.
 - 2. After procedures have been approved, notify the Director's Representative at least 3 working days prior to the connection Work so that arrangements can be made to have a Division of Utilities Management Representative witness the Work.

1.10 CONTRACTOR USE OF PREMISES

- A. Work hours shall be as established by the Facility authorities thru the Director's Representative.
- B. Inform the Director's Representative of work area access requirements. The Director's Representative will coordinate and schedule the requirements with Facility staff to obtain and ensure timely availability of work areas.
- C. Check in with the Facility Representative, as directed, at the beginning of each work day. Furnish information regarding where employees will be working during the day.
- D. Comply with the Facility's Visitor Identification Policy. A copy of the current policy will be distributed at the initial job meeting.
- E. The following items are not allowed on the Site or on Facility premises.
 - 1. Firearms, ammunition, weapons, and dangerous instruments (other than tools required for the Work).
 - 2. Alcoholic beverages and persons under the influence of same.
 - 3. Illegal controlled substances and persons under the influence of same.
 - 4. Cameras (except with written permission from the Director's Representative).
- F. Comply with Facility policies relating to smoking at the Site.
- G. Routes of ingress and egress within the building to the location of the Work shall be as directed by the Director's Representative.
- H. Store materials and perform the Work so that pedestrian and vehicular traffic is not obstructed.
- I. Do not diminish the level of life safety during performance of the Work.
- J. Furniture and portable equipment which interferes with execution of the Work will be removed and reset by Facility personnel.
- K. Utility Outages and Shutdowns: Do not interrupt utility services or branch services within the building except for the time required to make new connections. Arrange with the Director's Representative for the time and duration of interruptions of services. Provide temporary services required to maintain building services at all times other than during scheduled interruptions.
 - 1. During the asbestos abatement portion of the Project, comply with the requirements specified in Section 028213.
- L. Be responsible and accountable for employees, suppliers, subcontractors and their employees, with regard to their use of the premises. Direct them to comply with the Facility Regulations and with the security and traffic regulations.

- M. Furnish Facility authorities with a telephone number or method to contact the supervisor for the Work in case of an emergency after work hours, including weekends and holidays.
- N. 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 Submittals Website (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.
- O. Direct employees to be watchful for people in or near the work area where safety hazards may be present. Notify the Facility Safety/Security Department, if necessary, to remove them from the work area or Site.
- P. Report fire and other emergency situations to the Facility Safety/Security Department immediately.

1.11 REFERENCE SPECIFICATIONS AND STANDARDS

- A. Comply with the requirements of the various specifications and standards referred to in these Specifications, except where they conflict with the requirements of these Specifications. Such reference specifications and standards shall be the date of latest revision in effect at the time of receiving bids, unless the date is given.
- B. DOT Specifications: If the abbreviation DOT appears in these Specifications, it shall mean the most current edition of the New York State Department of Transportation, Office of Engineering specifications entitled "STANDARD SPECIFICATIONS - CONSTRUCTION AND MATERIALS", including all applicable Addenda in effect at the time of receipt of bids. The DOT specifications may be purchased from the Department of Transportation, Plan and Publication Sales, 50 Wolf Road, Albany, NY 12232, (518) 457-2124.

1.12 LAYING OUT

- A. Examine the Contract Documents thoroughly and promptly report any errors or discrepancies to the Director's Representative before commencing the Work.
- B. Lay out the Work in accordance with the Contract Documents.

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION (Not Used)

END OF SECTION

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. Submittals: Section 013300.

1.02 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 form BDC 329. Transmit a signed original form to each of the following addresses:
 - 1) OGS - Design and Construction Group
Office of Minority and Women-Owned Business Enterprises
35th Floor, Corning Tower
Empire State Plaza
Albany, NY 12242
 - 2) OGS - Design and Construction Group
Division of Contract Administration
Vendor Responsibility Unit
35th Floor, Corning Tower
Empire State Plaza
Albany, NY 12242
 - 3) Deliver a copy of the BDC 329 form to the Director's Representative at the site.
 - 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 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 Minority and Women-Owned Business Enterprise (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, submit a revised BDC 329 form to reflect the changes or additions.

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 SUBMITTALS

- A. Waiver of Submittals: The “Waiver of Certain Submittal Requirements” in Section 013300 does not apply to this Section.
- B. Schedule Submittals:
 - 1. CMU 01 Agreement Form

1.04 DEFINITIONS

- A. Project: Work to be performed as part of one or more Contracts.
- B. Project Team: Persons acting on behalf of the State and/or Contractors in an effort to successfully plan, schedule, and coordinate the Work of the Project.
- C. Project Work Plan: A comprehensive list of Contractor tasks, predecessors, durations, resources, budgeted cost, etc. used to develop the Project Schedule.
- D. Schedule: A comprehensive leveling of necessary procedural tasks, task sequencing, projected start and finish dates, and resource allocation required to successfully complete the Work by the Project completion date.
- E. 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.
- F. Milestone: A significant start or finish to Work on a given set of activities on the Project defined by both the Director’s Representative and the Contractors.

- G. Bid Milestones: Milestones or phases identified and included in the Contract Documents to be utilized by the Contractors and Project Team in developing the Baseline Project Schedule.
- H. OGS Project Management System (OGS PMS): The collaborative online system is provided by OGS for Contractors to establish their Project Work Plan activities, duration, predecessors, resources and budgeted cost for Work of the Project.
- I. Baseline Project Schedule: Derived from the Contractors' Project Work Plan activities and their prescribed durations, predecessors, etc. 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. The OGS Scheduling will build a Baseline Project Schedule from the Contractors' Baseline Project Work plan to determine projected start and finish dates.
 - 2. Updates to the Baseline Project Schedule, including but not limited to projected starts, finishes, and activity remaining duration, as agreed upon at the Project Schedule meeting by the Contractors and the Director's Representative, shall be defined as the Project Schedule.
 - 3. The Baseline Project Schedule will remain unaltered as a tool to measure progress outlined and anticipated during the initial Project Schedule meeting.
- J. Float: The measure of latitude in starting and/or completing an activity without impeding on the successful realization of Project milestones.
 - 1. Float time is not for the exclusive use or benefit of either the State or the Contractors, but is a jointly owned expiring Project resource; float is available as needed to meet scheduled milestones and Project completion.
 - 2. Recognizing float within an activity, or chain of activities, does not permit the Contractors to disrupt progress or delay completion of an activity.
- K. Resource: Any labor, material, or equipment, shared or exclusive, required for the completion of an Activity or the Work, which recognizes an associated cost.
- L. OGS Scheduling: A member of the OGS Scheduling Department responsible for assisting with reviewing and interpretation of Contractor Project Work Plans related information.

1.05 DEVELOPMENT OF THE PROJECT WORK PLAN

- A. The OGS PMS is the online environment where the Contractors will build and develop the Baseline Project Work Plan.
- B. Contractors will input information on the OGS PMS relating to activity naming, duration, predecessors, resources and budgeted cost. The Director's Representative and OGS Scheduling will 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 include members of the Project Team and will be conducted by OGS Scheduling for the purpose of reviewing the Contractors' initial Project Work Plan, defining the intent of the specification, and realizing a Project Work Plan management strategy for all required iterations and reporting. 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. OGS Scheduling will work with other members of the Project Team to review and discuss activities, task summaries, contractual or Project milestones, intermediate and critical milestones, and testing, inspection, or commissioning periods to assist in planning or coordination.

- D. The Contractor 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 develop the Baseline Project Work Plan, and sign the CMU 01 Agreement form will not absolve the Contractors of the Project Work Plan 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.
 - 1. The Baseline Project Schedule and CMU 01 agreement are to be completed within 45 days of Project Award. Failure by the Contractors to provide the required or requested information will result in the withholding of progress payments.

- E. Bid Milestones are to be incorporated into the Project Work Plan.

1.06 UPDATING THE PROJECT WORK PLAN

- A. Monthly Project Schedule meetings will be held to review Contractors' updates to the actual starts, actual finishes, and remaining duration of in-progress activities, and consider logic changes, predecessor alterations, duration amendments, time impact events, and scope changes, for the purpose of determining the status of construction progress for the updated Project Schedule.
 - 1. During the progress of Work on the Project, the Contractors are required to document actual start, actual finish, and remaining duration on a daily basis. Information will be posted by the Contractors to the OGS PMS and as defined during the Initial Project Schedule meeting.
 - 2. Contractors must update the status of all their activities two (2) days prior to the Project Schedule Meeting. The Contractors will notify the Director's Representative and OGS Scheduling when their information is complete.
 - a. Any variation of 5 days (+/-) in the start or finish date for each activity must be explained and posted.
 - 3. At the Progress Schedule Meeting, the Contractor, Director's Representative, and OGS Scheduling will review the documented progress and planned work.

4. Any Contractor failing to progress their Work as outlined in the updated Project Work Plan will be informed of their deficiencies and, if required, be requested to provide a recovery option.
- B. The Contractors will furnish all Project Work Plan information requested by the Director's Representative. Any Contractor who fails to furnish accurate information two days prior to the Project Schedule meeting will be required to provide all resources necessary to execute the updated Project Work Plan based on progress information documented and recorded by the Director's Representative.

1.07 MAINTAINING SCHEDULE

- A. Perform the Work in accordance with the Project Schedule and providing 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 Work out of sequence with the Project Schedule is not permitted unless written approval is obtained from the Director's Representative prior to commencement.

1.08 RECOVERY WORK PLAN

- A. Recovery Work Plan: When periodic updates indicate the Work is 15 or more work days behind the approved Baseline Project Schedule's Substantial 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 Work Plan within 10 calendar-days subsequent to the monthly Project Schedule update will be required to provide all resources necessary to execute an updated Project Work Plan defined by the Director's Representative.
- C. Alterations to the Project Schedule by a Recovery Work Plan will require the approval of the Contractors and the Director's Representative.
- D. Approved alterations to the Project Schedule by a Recovery Work Plan, will constitute the updated Project Schedule.
1. The updated Project Schedule following the implemented Recovery Work Plan 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. Recovery Work Plans recognizing early completion will be reviewed by the Director's Representative prior to acceptance of the Project Schedule update.

1.09 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 Project Work Plan; all Contractors are responsible for reviewing the information.
- B. Resources recognizing the total Labor/Manpower and specialized equipment associated with all efforts necessary for the completion of a unique activity within the Project Work Plan, and the cumulative curve associated with the Work of the Project, are to be assigned concordant with the intended means and methods proposed by the Contractors. All Contractors are responsible for providing the information necessary for assigning resources for the Baseline Project Work Plan; all Contractors are responsible for reviewing the information prior to approval.

PART 2 PRODUCTS

2.01 PROJECT WORK PLAN SOFTWARE

- A. Project Work Plan Software: Project Work Plan software is provided by OGS through the OGS PMS.
- B. Contractors are required to have Internet access to utilize the OGS PMS for all parts of this section.
- C. OGS will provide training for access and use of the OGS PMS. Training will be one hour at a minimum; additional support is available by OGS Scheduling.

PART 3 EXECUTION

3.01 PROJECT WORK PLAN

- A. The Director's Representative and OGS Scheduling will contact the Contractors and setup access to the OGS PMS. Training will be provided once access is setup by OGS Scheduling.
- B. Contractor will develop their Project Work Plan activities and provide information relating to activity naming, duration, predecessors, resources, and budgeted cost on the OGS PMS.

- C. The Contractors Project Work Plan 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 OGS PMS.
- D. Within 15 calendar-days of Project Award, the Contractor's will provide a summary level Baseline Project work plan on the OGS PMS, encompassing the Work of the Project from Project Award through Substantial Completion.
 - 1. Contractors need to complete their summary Project Work Plan two (2) days prior to the initial meeting, in a manner appropriate to the development of the Baseline Project Work Plan. The Contractors will notify the Director's Representative and OGS Scheduling when their information is complete.
 - 2. Contractors will complete remainder of baseline Project Work Plan compliant to the summary level baseline Project Work Plan.
- E. The Project Team will review the Contractors initial Project Work Plan submissions at the Initial Project Schedule meeting and complete the Baseline Project Schedule.
 - 1. The Project Team will recommend tasks or summaries appropriate to planning, scheduling and coordinating, including but not limited to: establishing a focused work breakdown structure (WBS) that aligns with the Contract Documents, phasing requirements, identifying logical connections critical to Substantial completion, accounting for critical submittals or submission, fabrication, and delivery of long-lead materials, products, specialized equipment, or services, and recognizing critical testing, inspection, or commissioning durations for coordination and tracking.
- F. The Baseline Project Schedule is to be approved and the CMU 01 Agreement Form signed within 45 calendar-days of Project Award. Failure to complete the Project Work Plan and sign the CMU 01 Agreement Form will result in non-payment for Work progressing beyond 30 calendar-days subsequent to Project Award.
- G. Updates to the Project Work Plan 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 duration for the activity defined in workdays, and the budgeted cost of the activity.
- B. The Contractors will identify each activity with a unique Activity Name. No Activity Name or Activity ID will be altered after the Baseline Project Schedule has been approved by the Director's Representative.

- C. The Project Team will identify milestones, activities, or summary activities for incorporation into the Baseline or Project Schedule to assist in planning, scheduling, and coordinating the Project.
- D. The calendar utilized by the Baseline and Project Schedule for each activity will be per the direction of OGS Scheduling to accurately reflect anticipated State and Federal holidays as well as work being performed off-hours as defined in the Contract Documents.

3.03 BASELINES

- A. OGS Scheduling will maintain the CMU approved Baseline Project Schedule as the assigned project baseline schedule.

3.04 TIME IMPACT AND TIME IMPACT ANALYSIS

- A. Contractors will represent Time Impact to the Project Work Plan utilizing, at a minimum, a milestone event, an activity for resolution, and related work associated with the impact to the as-updated Work of the Project.
 - 1. Contractors and the Project Team will use the most current Project Work Plan update to prepare the Time Impact representation.
 - 2. If Project Work Plans have not been updated in accordance with this specification, an update must be generated which includes an accurate realization of the Work performed and progressed up to the Time Impact event. Failure to maintain Project Work Plan updates in accordance with this or related specifications will not absolve the Contractors of the responsibility to identify Time Impact as defined at a minimum by this article or the General Conditions.
 - 3. A Request for Time Extension will require Time Impact recognition within the CPM schedule.
 - 4. Time Impact events will be reviewed for accuracy and are to be updated in accordance with relevant new information regarding time for resolution and impact to remaining work on the Project.

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 HVAC WORK CONTRACTOR: _____ DATE: _____

FOR DIRECTOR'S REPRESENTATIVE: _____ DATE: _____