South Creek Park | Pool House

EPF 247584 (Thompson-South Creek Pool House Project)
OPRHP-C247584GM

Town of Evans

William Smith, Director of Planning and Community Development

Town of Evans
8787 Erie Road
Angola, NY 14006

August 26, 2026

Multiple Prime Contracts:

C-01 – General Construction Trades

C-02 – Mechanical Work (HVAC & Gas)

C-03 – Electrical Work

C-04 – Plumbing Work

Required notice: Per NYCRR §69.5 it is a violation of the law for any person, unless acting under the direction of a licensed architect, to alter an item in any way. If an item bearing the seal of an architect is altered, the altering architect shall affix to his item the seal and the notation "altered by" followed by his signature and the date of such alteration, and a specific description of the alteration.

Prime Consultant
Fisher Associates
180 Charlotte St
Rochester, NY 14607

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Notice to Bidders

The Town of Evans is requesting sealed bids for the **South Creek Pool House Project.** Sealed bids will be received at the Town of Evans Planning & Development, at the office of the **Evans Town Clerk, 8787 Erie Road, Angola, NY 4006, until 2:00 p.m.** local time on **October 7th, 2026,** at which time the Bids received will be opened and read aloud. Label the outside of the envelope, with name and address of the bidder and designated as bid for the project titled above.

The project consists of removal of existing pool house and site elements, construction of new pool house, installation of concrete sidewalk, plaza, fencing, play feature, limestone block walls, plantings, site furnishings, and renovation of maintenance building exterior.

Printed copies of the Bidding Documents may be obtained in person at **Evans Town Clerk, 8787 Erie Road, Angola, NY 4006** upon receipt of nonrefundable payment of **$75.00 check Payable to "Town of Evans"** for each set. Contact Town Clerk, Lynn Krajacic, (lkrajacic@townofevans.org, 716-549-5755) at the Town of Evans to schedule a time to pick up the Bidding documents. Requests for mailing Bidding Documents will not be accommodated at this time. Electronic copies of the Bidding Documents may be obtained, free of charge, on the Town website**, https://townofevansny.gov/docs/legal-public-notices/bids-proposals/2026-screek-pool-house-bid-proposal/** beginning **August 26th, 2026.**

Pre-Bid Site Walkthrough: An optional pre-bid site walkthrough will occur **Tuesday, September 1st at 3:00pm**

Questions: Questions on this solicitation (including Requests For additional Information) must be submitted in writing and provided to the Owner no later than **October 2nd at 3:00pm.** Requests received thereafter will not be addressed. Any questions or comments regarding this solicitation may be directed to the contact listed below. Contact with any other person at the Town of Evans regarding this solicitation is prohibited by law.

Questions shall be directed to:

James Fruechtl, RLA, Senior Project Manager
Fisher Associates
jfruechtl@fisherassoc.com

Contracts: The following contracts will be bid at this time:

South Creek Pool House C-01 – General Construction Trades

South Creek Pool House C-02 – Mechanical Work (HVAC & Gas)

South Creek Pool House C-03 – Electrical Work

South Creek Pool House C-04 – Plumbing Work

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Form of Bid: Bids must be submitted upon the proposal form(s) furnished in the Proposal Booklet, and must not be detached from the booklet. Addendum pages, if issued, shall be stapled to the original pages and submitted as required attached to the original bid form.

Owner's Rights: The Town of Evans reserves the right to waive any informalities, or reject any or all bids, or to make any contract which it deems to be in the best interest of the Town of Evans or the State.

Bid Withdrawal: No bidder may withdraw his bid within thirty (30) days after actual opening thereof.

Prevailing Wages: Prevailing wage provisions will apply.

Project Duration:

Bidders shall propose the anticipated Final Construction Completion Date. Contract duration is to Final Completion Date. The Contractor shall undertake project efforts and required correspondence in earnest and with diligence to meet the schedule and maintain progress despite adverse seasonal weather conditions.

Qualifications:

The contract will be awarded to the lowest responsible bidder that meets the minimum qualifications.

The low bidder shall demonstrate its responsibility to perform and complete all required work by submitting a statement of its experience and of any subcontractors which the low bidder intends to use to perform the work. The low bidder shall include his plan or program for providing sufficient labor and equipment to perform the project as detailed by the project documents, within the allotted time frame and sequencing for the project. Low bidder is encouraged to employ local labor.

The low bidder must demonstrate a minimum of five (5) years of experience and the completion of five (5) projects of similar scope and value. The work history shall also demonstrate project experience under accelerated work schedules, completion of work under critical deadlines and projects where site work was performed in adverse winter weather conditions. Additional qualification requirements and certifications as required by the individual technical specifications must be met by either the Prime Contractor or a qualified Subcontractor.

The prime Contractor shall obtain bid and performance bonds directly from a surety company or a domestic carrier licensed to do business in the State of New York in the amount of not less than five percent (5%) of the amount of the bid submitted. The Prime Contractor and/or subcontractor(s) must demonstrate the experience level for the various work elements included in the bid documents.

Town of Evans may require the low bidder to further demonstrate its responsibility to perform and complete the work by submitting additional information regarding the low bidder's experience, obtaining labor/work force and financial resources. The prime Contractor shall demonstrate that they have the financial resources to perform the work. If requested by Town of Evans, additional information must be submitted by the low bidder within seven (7) calendar days of the request. All information pertaining to the bidder's financial resources shall be submitted by a Certified Public Accountant.

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Other:

Contractor's performing project work must be duly licensed in the State of New York and by other entities governing the work. Contractor's bid is to also include an acknowledgement that the Contractor (and their subcontractors and suppliers), are licensed by governing agencies of jurisdiction as required to complete the work and possess the requisite capabilities required by the Contract Documents including specific qualifications identified therein.

Contractor is responsible to ascertain, obtain and pay all costs for any additional licensing and permits needed to perform the work.

Contractor shall comply with NYSOPRHP contract reporting requirements and payment request requirements.

All respondents to this procurement will be required to comply with NYSOPRHP and Town of Evans form of agreement and insurance requirements.

EEO Language:

The Town of Evans has been and will continue to be an equal opportunity organization. All qualified Minority and Women-Owned Business Enterprise

(MWBE) suppliers, contractors and/or businesses will be afforded equal opportunity without discrimination because of race, religion, national origin, sex, age, disability, sexual preference or Vietnam Era Veterans status.

Funding Credit/MWBE Language:

This project is funded in part by a grant from the NYS Office of Parks, Recreation and Historic Preservation through Title 9 of the Environmental Protection Act of 1993. Under Article 15A, Executive Law, the State of New York is committed to providing Minority and Women Owned Business (MWBE) equal opportunity to participate in government contracts. Though there are no required goals for MWBE participation in this grant funded project, the successful bidder will be required to make a Good Faith Effort in the utilization of MWBE's and furnish reports showing the participation of various business enterprises of subcontractors and suppliers on the contract.

Town of Evans reserves the right to:

Amend, modify or withdraw this solicitation;

Revise any requirement of this solicitation;

Require supplemental statements or information from any responsible party;

Accept or reject any or all responses hereto;

Extend the deadline for submission of responses hereto;

Negotiate or hold discussions with any firm and to correct deficient responses which do not conform to the instructions contained herein;

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Cancel, or reissue in whole or in part, this solicitation, if Town of Evans determines in its sole discretion that it is its best interest to do so; and

Extend the term of any agreement on terms consistent with this procurement.

Other requirements applicable to the contract(s) are described in detail in the bid specifications.

Owner: Town of Evans
By: Ray Ashton
Title: Town Supervisor
Date: 8/19/2026

© Fisher Associates

BIDDER: _____

BID FORM

Bid to: Town of Evans

8787 Erie Road,

Angola, NY 14006

Bid for: **South Creek Pool House – C01 – General Construction**

Bid From: Name: _____

Address: _____

_____

Phone: _____

Email: _____

PROPOSAL

We have examined and fully understand the requirements and intent of the Bidding and Contract Documents and all subsequent addenda as listed below, and propose to provide all materials, and all plants, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the Work, to complete all Work in strict accord with the contract documents for the **Total Lump Sum Base Bid** calculated below:

Total Lump Sum Base Bid Contract $ _____

Total Lump Sum Base Bid in Words: _____

_____

ADDENDA

Addenda Received:

Addendum Number	Date

© Fisher Associates

BIDDER: _____

_____ _____

_____ _____

_____ _____

UNIT PRICES

Unit Price No. 1: New Pool House	$ /LS
Unit Price No. 2: Exterior Renovations of Maintenance Building	$ /LS
Unit Price No. 3: Site Improvements	$ /LS

ALTERNATES

Alternate No. 1: Limestone Boulder Walls	$ /LS
Alternate No. 2: Stone Dust Pathway	$ /LS
Alternate No. 3: Additional Plantings	$ /LS
Alternate No. 4: Site Furnishings	$ /LS

© Fisher Associates

BIDDER: _____

ADDITIONAL MANDATORY BID FORMS

We have enclosed with this proposal, the following mandatory Bid Forms, fully executed:

1. Contractor Qualifications Statement
2. Substitution Sheet

We have used no substitutions except as listed in the Substitution Sheet. We affirm that we (and our subcontractors and suppliers) are licensed by governing agencies of jurisdiction to complete the work and possess the requisite capabilities required by the Contract Documents including specific qualifications identified therein,

SIGNATURE:

Firm: _____

By: _____
(Signature)

Title: _____

Date: _____

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BIDDER: _____

ATTACHMENT # 1: CONTRACTOR QUALIFICATIONS STATEMENT

Instructions: Please include all requested information. For a Bid to be declared responsive, the contractor must complete all sections of the Contractor Qualifications Statement; all sections of this Contractor Qualifications Statement are mandatory. The content of the Contractor Qualifications Statement submittal shall follow the order presented below and shall include identical headings and questions as presented below. The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made. All responses, except signatures, must be typed.

Note the term "you" or "your" and "your firm" indicates the Individual, Corporation, Partnership, Joint Venture (JV) or other entity responding herein.

SECTION 1: GENERAL RESPONDENT INFORMATION

Name of Contractor: _____

Address of Principal Office: _____

Is the responding firm an Individual, Corporation, Partnership, Joint Venture (JV) or Other? If "Other", please specify. _____

Contact Information Principal/Owner:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

Contact Information for Project Manager/Superintendent who will be directly managing the project:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

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BIDDER: _____

Contact Information for individual responsible for preparation of the Bid:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

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BIDDER: _____

SECTION 2: EXPERIENCE AND BACKGROUND OF THE ORGANIZATION

If your organization is a partnership, list names and address of partners; if a Corporation, list name of officers, directors and State or Province of Incorporation.

_____

_____

_____

_____

How many years has your organization been in business as a Contractor under your present business name?

_____

_____

Do you presently have any outstanding subcontractor/supplier liens filed against you? Yes/ No

_____

If yes, explain:

_____

_____

Maximum Bonding Capacity:

_____

Name and Address of Surety:

_____

How many years has your organization had in construction work similar to the work specified as a:

_____

General Contractor? Subcontractor?

_____

_____

_____

_____

_____

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BIDDER: _____

List several projects your organization has completed during the last five (5) years that are similar to the specified work. **Project experience should relate to accelerated work schedules, completion of projects under critical deadlines and projects where site work was performed in adverse winter weather conditions. The work listed shall have been completed under the supervision of the individuals included in Section 1 of this questionnaire** (Individuals directly responsible for work under this project): Add additional sheets if necessary:

Client _____

Principal Contact _____ Telephone_____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

_____

_____

_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $ _____

Client _____

Principal Contact _____ Telephone_____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

_____

_____

_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $_____

© Fisher Associates

BIDDER: _____

Client _____

Principal Contact _____ Telephone _____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

_____

_____

_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $ _____

Client _____

Principal Contact _____ Telephone _____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

_____

_____

_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $ _____

© Fisher Associates

BIDDER: _____

Will your organization complete at least 50% of the work with in-house staff and/or labor forces?

Yes / No

Do you intend to use sub-contractors any portions of the work? Yes / No

If so which portions?

_____

_____

SECTION 3: SAFETY RECORD OF THE ORGANIZATION

Has your organization been cited for any safety violations within the last 5 years? Yes / No

If yes, list the year, citing agency citing, and brief description of each violation:

_____

_____

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BIDDER: _____

ATTACHMENT #2: SUBSTITUTIONS

The following materials, products or equipment are proposed as substitutions for specified items indicated. Required backup data will be submitted within 3 working days of receipt of request for same. We agree to abide by the architect's decision as to acceptability of the proposed substitutions.

1. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

2. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

3. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

4. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

5. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

ADD SHEETS AS NECESSARY

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BIDDER: _____

BID FORM

Bid to: Town of Evans

8787 Erie Road,

Angola, NY 14006

Bid for: **South Creek Pool House – C02 – Mechanical Work (HVAC & Gas)**

Bid From: Name: _____

Address: _____

_____

Phone: _____

Email: _____

PROPOSAL

We have examined and fully understand the requirements and intent of the Bidding and Contract Documents and all subsequent addenda as listed below, and propose to provide all materials, and all plants, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the Work, to complete all Work in strict accord with the contract documents for the **Total Lump Sum Base Bid** calculated below:

Total Lump Sum Base Bid Contract $ _____

Total Lump Sum Base Bid in Words: _____

_____

ADDENDA

Addenda Received:

Addendum Number	Date

© Fisher Associates

BIDDER: _____

_____ _____

_____ _____

_____ _____

UNIT PRICES

Unit Price No. 1: New Pool House – Mechanical Work	$ /LS

© Fisher Associates

BIDDER: _____

ADDITIONAL MANDATORY BID FORMS

We have enclosed with this proposal, the following mandatory Bid Forms, fully executed:

1. Contractor Qualifications Statement
2. Substitution Sheet

We have used no substitutions except as listed in the Substitution Sheet. We affirm that we (and our subcontractors and suppliers) are licensed by governing agencies of jurisdiction to complete the work and possess the requisite capabilities required by the Contract Documents including specific qualifications identified therein,

SIGNATURE:

Firm: _____

By: _____
(Signature)

Title: _____

Date: _____

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BIDDER: _____

ATTACHMENT # 1: CONTRACTOR QUALIFICATIONS STATEMENT

Instructions: Please include all requested information. For a Bid to be declared responsive, the contractor must complete all sections of the Contractor Qualifications Statement; all sections of this Contractor Qualifications Statement are mandatory. The content of the Contractor Qualifications Statement submittal shall follow the order presented below and shall include identical headings and questions as presented below. The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made. All responses, except signatures, must be typed.

Note the term "you" or "your" and "your firm" indicates the Individual, Corporation, Partnership, Joint Venture (JV) or other entity responding herein.

SECTION 1: GENERAL RESPONDENT INFORMATION

Name of Contractor: _____

Address of Principal Office: _____

Is the responding firm an Individual, Corporation, Partnership, Joint Venture (JV) or Other? If "Other", please specify. _____

Contact Information Principal/Owner:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

Contact Information for Project Manager/Superintendent who will be directly managing the project:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

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BIDDER: _____

Contact Information for individual responsible for preparation of the Bid:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

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BIDDER: _____

SECTION 2: EXPERIENCE AND BACKGROUND OF THE ORGANIZATION

If your organization is a partnership, list names and address of partners; if a Corporation, list name of officers, directors and State or Province of Incorporation.

_____

_____

_____

_____

How many years has your organization been in business as a Contractor under your present business name?

_____

_____

Do you presently have any outstanding subcontractor/supplier liens filed against you? Yes/ No

_____

If yes, explain:

_____

_____

Maximum Bonding Capacity:

_____

Name and Address of Surety:

_____

How many years has your organization had in construction work similar to the work specified as a:

_____

General Contractor? Subcontractor?

_____

_____

_____

_____

_____

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BIDDER: _____

List several projects your organization has completed during the last five (5) years that are similar to the specified work. **Project experience should relate to accelerated work schedules, completion of projects under critical deadlines and projects where site work was performed in adverse winter weather conditions. The work listed shall have been completed under the supervision of the individuals included in Section 1 of this questionnaire** (Individuals directly responsible for work under this project): Add additional sheets if necessary:

Client _____

Principal Contact _____ Telephone_____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

_____

_____

_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $ _____

Client _____

Principal Contact _____ Telephone_____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

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Contract Date _____ Final Acceptance Date _____

Value of Work Performed $_____

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BIDDER: _____

Client _____

Principal Contact _____ Telephone _____

Location of Work _____

Your organization's role in this work _____

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Contract Date _____ Final Acceptance Date _____

Value of Work Performed $ _____

Client _____

Principal Contact _____ Telephone _____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

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_____

_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $ _____

© Fisher Associates

BIDDER: _____

Will your organization complete at least 50% of the work with in-house staff and/or labor forces?

Yes / No

Do you intend to use sub-contractors any portions of the work? Yes / No

If so which portions?

_____

_____

SECTION 3: SAFETY RECORD OF THE ORGANIZATION

Has your organization been cited for any safety violations within the last 5 years? Yes / No

If yes, list the year, citing agency citing, and brief description of each violation:

_____

_____

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BIDDER: _____

ATTACHMENT #2: SUBSTITUTIONS

The following materials, products or equipment are proposed as substitutions for specified items indicated. Required backup data will be submitted within 3 working days of receipt of request for same. We agree to abide by the architect's decision as to acceptability of the proposed substitutions.

1. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

2. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

3. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

4. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

5. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

ADD SHEETS AS NECESSARY

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BIDDER: _____

BID FORM

Bid to: Town of Evans

8787 Erie Road,

Angola, NY 14006

Bid for: **South Creek Pool House – C03 – Electrical Work**

Bid From: Name: _____

Address: _____

_____

Phone: _____

Email: _____

PROPOSAL

We have examined and fully understand the requirements and intent of the Bidding and Contract Documents and all subsequent addenda as listed below, and propose to provide all materials, and all plants, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the Work, to complete all Work in strict accord with the contract documents for the **Total Lump Sum Base Bid** calculated below:

Total Lump Sum Base Bid Contract $ _____

Total Lump Sum Base Bid in Words: _____

_____

ADDENDA

Addenda Received:

Addendum Number	Date

© Fisher Associates

BIDDER: _____

_____ _____

_____ _____

_____ _____

UNIT PRICES

Unit Price No. 1: New Pool House - Electrical Work	$ /LS

© Fisher Associates

BIDDER: _____

ADDITIONAL MANDATORY BID FORMS

We have enclosed with this proposal, the following mandatory Bid Forms, fully executed:

1. Contractor Qualifications Statement
2. Substitution Sheet

We have used no substitutions except as listed in the Substitution Sheet. We affirm that we (and our subcontractors and suppliers) are licensed by governing agencies of jurisdiction to complete the work and possess the requisite capabilities required by the Contract Documents including specific qualifications identified therein,

SIGNATURE:

Firm: _____

By: _____
(Signature)

Title: _____

Date: _____

© Fisher Associates

BIDDER: _____

ATTACHMENT # 1: CONTRACTOR QUALIFICATIONS STATEMENT

Instructions: Please include all requested information. For a Bid to be declared responsive, the contractor must complete all sections of the Contractor Qualifications Statement; all sections of this Contractor Qualifications Statement are mandatory. The content of the Contractor Qualifications Statement submittal shall follow the order presented below and shall include identical headings and questions as presented below. The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made. All responses, except signatures, must be typed.

Note the term "you" or "your" and "your firm" indicates the Individual, Corporation, Partnership, Joint Venture (JV) or other entity responding herein.

SECTION 1: GENERAL RESPONDENT INFORMATION

Name of Contractor: _____

Address of Principal Office: _____

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Contact Information Principal/Owner:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

Contact Information for Project Manager/Superintendent who will be directly managing the project:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

© Fisher Associates

BIDDER: _____

Contact Information for individual responsible for preparation of the Bid:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

© Fisher Associates

BIDDER: _____

SECTION 2: EXPERIENCE AND BACKGROUND OF THE ORGANIZATION

If your organization is a partnership, list names and address of partners; if a Corporation, list name of officers, directors and State or Province of Incorporation.

_____

_____

_____

_____

How many years has your organization been in business as a Contractor under your present business name?

_____

_____

Do you presently have any outstanding subcontractor/supplier liens filed against you? Yes/ No

_____

If yes, explain:

_____

_____

Maximum Bonding Capacity:

_____

Name and Address of Surety:

_____

How many years has your organization had in construction work similar to the work specified as a:

_____

General Contractor? Subcontractor?

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© Fisher Associates

BIDDER: _____

List several projects your organization has completed during the last five (5) years that are similar to the specified work. **Project experience should relate to accelerated work schedules, completion of projects under critical deadlines and projects where site work was performed in adverse winter weather conditions. The work listed shall have been completed under the supervision of the individuals included in Section 1 of this questionnaire** (Individuals directly responsible for work under this project): Add additional sheets if necessary:

Client _____

Principal Contact _____ Telephone_____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

_____

_____

_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $ _____

Client _____

Principal Contact _____ Telephone_____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

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_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $_____

© Fisher Associates

BIDDER: _____

Client _____

Principal Contact _____ Telephone _____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

_____

_____

_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $ _____

Client _____

Principal Contact _____ Telephone _____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

_____

_____

_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $ _____

© Fisher Associates

BIDDER: _____

Will your organization complete at least 50% of the work with in-house staff and/or labor forces?

Yes / No

Do you intend to use sub-contractors any portions of the work? Yes / No

If so which portions?

_____

_____

SECTION 3: SAFETY RECORD OF THE ORGANIZATION

Has your organization been cited for any safety violations within the last 5 years? Yes / No

If yes, list the year, citing agency citing, and brief description of each violation:

_____

_____

© Fisher Associates

BIDDER: _____

ATTACHMENT #2: SUBSTITUTIONS

The following materials, products or equipment are proposed as substitutions for specified items indicated. Required backup data will be submitted within 3 working days of receipt of request for same. We agree to abide by the architect's decision as to acceptability of the proposed substitutions.

1. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

2. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

3. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

4. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

5. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

ADD SHEETS AS NECESSARY

© Fisher Associates

BIDDER: _____

BID FORM

Bid to: Town of Evans

8787 Erie Road,

Angola, NY 14006

Bid for: **South Creek Pool House – C04 – Plumbing Work**

Bid From: Name: _____

Address: _____

_____

Phone: _____

Email: _____

PROPOSAL

We have examined and fully understand the requirements and intent of the Bidding and Contract Documents and all subsequent addenda as listed below, and propose to provide all materials, and all plants, labor, supplies, equipment, transportation and other facilities necessary or proper for, or incidental to the Work, to complete all Work in strict accord with the contract documents for the **Total Lump Sum Base Bid** calculated below:

Total Lump Sum Base Bid Contract $ _____

Total Lump Sum Base Bid in Words: _____

_____

ADDENDA

Addenda Received:

Addendum Number	Date

© Fisher Associates

BIDDER: _____

_____ _____

_____ _____

_____ _____

UNIT PRICES

Unit Price No. 1: New Pool House – Plumbing Work	$ /LS

© Fisher Associates

BIDDER: _____

ADDITIONAL MANDATORY BID FORMS

We have enclosed with this proposal, the following mandatory Bid Forms, fully executed:

1. Contractor Qualifications Statement
2. Substitution Sheet

We have used no substitutions except as listed in the Substitution Sheet. We affirm that we (and our subcontractors and suppliers) are licensed by governing agencies of jurisdiction to complete the work and possess the requisite capabilities required by the Contract Documents including specific qualifications identified therein,

SIGNATURE:

Firm: _____

By: _____
(Signature)

Title: _____

Date: _____

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BIDDER: _____

ATTACHMENT # 1: CONTRACTOR QUALIFICATIONS STATEMENT

Instructions: Please include all requested information. For a Bid to be declared responsive, the contractor must complete all sections of the Contractor Qualifications Statement; all sections of this Contractor Qualifications Statement are mandatory. The content of the Contractor Qualifications Statement submittal shall follow the order presented below and shall include identical headings and questions as presented below. The signatory of this questionnaire guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made. All responses, except signatures, must be typed.

Note the term "you" or "your" and "your firm" indicates the Individual, Corporation, Partnership, Joint Venture (JV) or other entity responding herein.

SECTION 1: GENERAL RESPONDENT INFORMATION

Name of Contractor: _____

Address of Principal Office: _____

Is the responding firm an Individual, Corporation, Partnership, Joint Venture (JV) or Other? If "Other", please specify. _____

Contact Information Principal/Owner:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

Contact Information for Project Manager/Superintendent who will be directly managing the project:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

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BIDDER: _____

Contact Information for individual responsible for preparation of the Bid:

Name: _____

Address: _____

Telephone (1): _____

Telephone (2): _____

Email: _____

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BIDDER: _____

SECTION 2: EXPERIENCE AND BACKGROUND OF THE ORGANIZATION

If your organization is a partnership, list names and address of partners; if a Corporation, list name of officers, directors and State or Province of Incorporation.

_____

_____

_____

_____

How many years has your organization been in business as a Contractor under your present business name?

_____

_____

Do you presently have any outstanding subcontractor/supplier liens filed against you? Yes/ No

_____

If yes, explain:

_____

_____

Maximum Bonding Capacity:

_____

Name and Address of Surety:

_____

How many years has your organization had in construction work similar to the work specified as a:

_____

General Contractor? Subcontractor?

_____

_____

_____

_____

_____

© Fisher Associates

BIDDER: _____

List several projects your organization has completed during the last five (5) years that are similar to the specified work. **Project experience should relate to accelerated work schedules, completion of projects under critical deadlines and projects where site work was performed in adverse winter weather conditions. The work listed shall have been completed under the supervision of the individuals included in Section 1 of this questionnaire** (Individuals directly responsible for work under this project): Add additional sheets if necessary:

Client _____

Principal Contact _____ Telephone_____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

_____

_____

_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $ _____

Client _____

Principal Contact _____ Telephone_____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

_____

_____

_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $_____

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BIDDER: _____

Client _____

Principal Contact _____ Telephone _____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

_____

_____

_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $ _____

Client _____

Principal Contact _____ Telephone _____

Location of Work _____

Your organization's role in this work _____

Type of Project and Brief Description _____

_____

_____

_____

_____

Contract Date _____ Final Acceptance Date _____

Value of Work Performed $ _____

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BIDDER: _____

Will your organization complete at least 50% of the work with in-house staff and/or labor forces?

Yes / No

Do you intend to use sub-contractors any portions of the work? Yes / No

If so which portions?

_____

_____

SECTION 3: SAFETY RECORD OF THE ORGANIZATION

Has your organization been cited for any safety violations within the last 5 years? Yes / No

If yes, list the year, citing agency citing, and brief description of each violation:

_____

_____

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BIDDER: _____

ATTACHMENT #2: SUBSTITUTIONS

The following materials, products or equipment are proposed as substitutions for specified items indicated. Required backup data will be submitted within 3 working days of receipt of request for same. We agree to abide by the architect's decision as to acceptability of the proposed substitutions.

1. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

2. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

3. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

4. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

5. Specification Section No.:_____

   Section Article or Paragraph No.:_____

   Specified Item: _____

   Proposed Substitution:_____

ADD SHEETS AS NECESSARY

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Sexual Harassment Prevention Certification Form

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Company Name:

_____

Signature:

_____

Print Name and Title:

_____

Date: _____

If the above certification cannot be made, the bidder must submit a signed statement below detailing the reasons why the certification cannot be made.

_____
_____
_____
_____

Company Name:

_____

Signature:

_____

Print Name and Title:

_____

Date: _____

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NON-COLLUSIVE BIDDING CERTIFICATE

ALL BIDDERS MUST RETURN THIS CERTIFICATION WITH THEIR BID

The bidder hereby agrees to the provisions of Section 103-a and 103-b of the General Municipal Law regarding the consequences of his/her refusal to sign a Waiver of Immunity or to answer any relevant questions when called before a Grand Jury to testify.

By submission of this bid, the person signing on behalf of the bidder certifies, and in the case of a joint bid, each party certifies as to its organization, under penalty of perjury, that to the best of his/her knowledge and belief:
1) That the prices in this bid have been arrived at independently without collusion, consultation, communication or agreement for the purposes of restricting competition, as to any manner relating to such prices with any other bidder or competitor.

2) Unless otherwise required by law, the prices quoted in this bid have not been knowingly disclosed by the bidder and will not be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.

3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

Company Name _____

Address _____
_____

Website _____

Email Address _____

Submitted By _____
(Print name) (Signature)

Phone Number _____ FAX Number _____
Date: _____ Fed ID# _____
(Please Attach W-9)

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This proposal is signed by the bidder with full knowledge and acceptance of all the provisions of the general specifications, the proposal and the group specification.

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The following permits will be enforced for the life of this contract:

- A copy of the NYSDEC SPDES Permit will be provided
- Each Prime Contractor is responsible for coordinating permits for their respective trade

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APPENDIX A

NYSOPRHP

Supplemental Bidding Requirements

New York State
Parks, Recreation and
Historic Preservation

Kathy Hochul
Governor

Kathy Moser
Acting Commissioner

BIDDING REQUIREMENTS

Program Information – Required OPRHP bid language

NOTICE: Contractors, Subcontractors, Suppliers & Vendors
Attachment A-1 – Agency Specific Terms and Conditions
Attachment A-2 – Program Specific Terms and Conditions
Legal Notice for Bidders
Required Language and/or Statements

Required Forms

to be submitted with bid

Non-Collusive Bidding Certification
to be submitted within seven days of award notification
Equal Employment Opportunity Policy Statement
Contractor's Solicitation Log (MWBE tracking)

Sample Vendor Responsibility Questionnaire

For information only. Must be submitted after award notification for contracts that equal or exceed $100,000. VRQ can be completed Online, and verification page must be submitted prior to executing contract.

Vendor Responsibility Questionnaire For-Profit Construction

NOTICE TO CONTRACTORS, SUBCONTRACTORS, SUPPLIERS AND VENDORS

This project is funded in part by a grant from the NYS Office of Parks, Recreation and Historic Preservation through Title 9 of the Environmental Protection Act of 1993. All contracts and subcontracts for the project are subject to the terms of the State of New York Contract for Grants (*SNYCG*) -- Standard Terms and Conditions, which can be found online at **https://grantsmanagement.ny.gov/state-agency-resources**, Appendix A (*A*), Attachment A-1 (*A1*) and Attachment A-2 (*A2*), attached hereto. *If any other funding sources are involved in the project, the grantee is responsible for compliance with the program requirements for those funding sources.*

Note particularly the following requirements:

- The State's right to review and approve every subcontract in excess of $100,000. *SNYCG III (B)(2)*
- The requirement that subcontracts contain provisions specifying (1) that work accord with the terms of the State of New York Contract for Grants, (2) that nothing in the subcontract shall impair the rights of the State under the State of New York Contract for Grants, and (3) that nothing in the subcontract, nor under the State of New York Contract for Grants creates any contractual relationship between the subcontractor and the State. *SNYCG III (B)(2)*
- Contractor's responsibility to submit vendor responsibility information to the State, including a Vendor Responsibility Questionnaire for subcontracts that equal or exceed $100,000. *SNYCG III (B)(4)*
- Non-discrimination requirements *A(5) and A1(F)*
- Equal Opportunity provisions, including a requirement that the following provisions be included in construction subcontracts in excess of $25,000:
    - The Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status;
    - The Contractor shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts;
    - The Contractor shall undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;
    - At the request of the State, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative shall not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative shall affirmatively cooperate in the implementation of the Contractor's obligations herein; and
    - The Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants shall be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. *A(12) and A1(F)*
- Wages and Hours Provisions *A(6)*
- New York State business requirement *A(20)*
- Worker's Compensation and Disability Benefits Insurance coverage *SNYCG III (I) (L), A (4), A1(E)*
- **NEW Effective December 30, 2024.** Department of Labor Public Work Contractor and Subcontractor Registry *A1 (O)*

ATTACHMENT A-1
AGENCY SPECIFIC TERMS AND CONDITIONS

A. Notice. For purposes of notice as contained in this State of New York Contract for Grants (Contract), Standard Terms and Conditions, Section I(G):

1. The **State's designee** shall be the STATE AGENCY identified on the Face Page. Document submission and inquiries should be directed to the designated STATE AGENCY representative.

2. The **Contractor's designee** shall be the CONTRACTOR NAME at the CONTRACTOR PRIMARY MAILING ADDRESS, as identified on the Face Page.

B. Payment shall be made to the NYS Vendor ID Number at the CONTRACTOR PAYMENT ADDRESS identified on the Face Page.

C. Changes to Budget and Program Work Plan. Changes shall not be made in the work described in Attachment C (Work Plan) or the proposed expenditure of funds as shown in Attachment B (Budget), without the prior written approval of the State. Such approval will be granted if the changes are not substantive and do not alter the scope, intent or basic elements of the contract. Changes in the Work Plan or Budget that are substantive or alter the scope, intent or basic elements of the contract, if agreed to by the State, will be implemented by an amendment that may require approval and filing with the New York Attorney General Contract Approval Unit (AG) and the Office of the State Comptroller (OSC or State Comptroller), per Section I(D) of this Contract.

D. It is the Contractor's responsibility, pursuant to Sections 57 and 220 (8) of the Workers' Compensation Law, to maintain for State audit and review either proof that they have **Workers' Compensation and Disability Benefits Insurance** coverage for any employees, or proof of exemption from the New York State Workers' Compensation Board. The Contractor must also obtain from any contractor or subcontractor hired to provide a service pursuant to this Contract, similar proof or waivers from the contractor or subcontractor, and must maintain such documentation on file for audit.

E. Non-Discrimination:

1. If the project involves development or acquisition of public facilities, the Contractor shall not limit access or discriminate in the operation of the facilities on the basis of place of residence, race, creed, color, national origin, sex, age, disability or marital status.

2. The Contractor agrees to comply with all applicable Federal, State, and local Civil Rights and Human Rights laws with reference to equal employment opportunities and the provisions of service.

F. Termination. In addition to the options available to the State in the Contract, in the event the Contractor fails to comply with its terms and conditions regarding completion of the project, the State at its option may require the Contractor to bring the project to a point of educational/interpretive, historical, recreational or conservation usefulness as determined by the State.

G. Documents submitted to the State may be subject to disclosure under the **Freedom of Information Law.**

H. Non-Sectarian Purposes. The Contractor agrees that funds made available as shown in Attachment B will only be used to achieve the intended public benefit and will not be used for any sectarian purposes.

I. Archeology. In the event of any unanticipated archeological discoveries, the Contractor shall stop all work and notify the State immediately. Work shall not resume until the State determines how any previously undiscovered archeological remains will be treated. Special attention shall be given to any discovery of burials, graves, or human remains.

J. Preservation of Historic Properties. It is the public policy and in the public interest of the State to preserve New York's historical, archeological, architectural and cultural heritage. All activities under this Contract shall be reviewed under either Section 106 of the National Historic Preservation Act or Section 14.09 of the New York State Parks, Recreation and Historic Preservation Law to ensure that adverse effects or impacts on significant properties are avoided or mitigated. Any work that affects historic properties shall conform to The Secretary of the Interior's Standards for the Treatment of Historic Properties 1995, The Secretary of the Interior's Standards and Guidelines for Archeological Documentation or any other applicable Secretary of the Interior's Standards (collectively referenced as STANDARDS), which are available from the State.

K. Post-Completion Requirements. Where the project involves acquisition of equipment or acquisition of or improvement of real property, the Contractor shall be responsible for maintaining and operating the equipment, property, and/or improvements; providing public access; maintaining public signage related to the project; and seeking any required State approvals. The State shall have the right and responsibility to inspect the project and property for compliance.

L. Construction Requirements. If the Project described in this Contract includes construction, the following shall apply:

1. Contract plans, specifications, and cost estimates shall be submitted to the State for review prior to the letting of any construction contract by the Contractor. The State shall verify that the plans, specifications and cost estimates are in conformance with the work described in Attachment B and shall so notify the Contractor in writing; the State shall further verify that appropriate documents have been prepared by a professional licensed to practice in the State of New York. All plans and specifications as reviewed shall become part of this Contract, and no change or revision may be made to such plans and specifications without the express written consent of the State.

2. The Contractor shall be responsible for assuring that the project is designed and constructed in conformance with the Uniform Federal Accessibility Standards (UFAS Appendix A to 41 CFR part 101 19.6), the Americans with Disabilities Act Accessibility Guidelines (ADAAG Appendix A to 28 CFR part 36) and the New York State Uniform Fire Prevention and Building (I) (Code (parts 1219 1228 of Title 19 NYCRR). Where there are discrepancies among the sets of standards with regard to a particular design/construction requirement, the one providing for the greatest degree of accommodation for the disabled shall apply.

3. It is the Contractor's responsibility to assure that all work on the project complies with the State Environmental Quality Review Act, receives all required permits in advance, and complies with all applicable Federal, State and/or local laws including, but not limited to, zoning ordinances and building codes.

M. At the discretion of the State, an **Agreed Upon Procedure Review** may be required of the grant performed by a representative of the STATE or a certified public accountant procured by the STATE or the CONTRACTOR currently licensed by the NYS Board of Public Accountancy, in accordance with attestation standards established by the American Institute of Certified Public Accountants and in accordance with Government Auditing Standards issued by the Comptroller General of the United States of America to the satisfaction of the STATE.

N. The State may make **periodic inspections** of the project both during its implementation and after its completion to assure compliance with this Contract. The Contractor shall allow the State unrestricted access to work during the preparation and progress of the work and provide for such access and inspection by the State in all construction contracts relating to the project.

O. Department of Labor Public Work Contractor Registry. Effective December 30, 2024, all contractors and subcontractors submitting bids or performing construction work on public work projects or private projects covered by Article 8 of the Labor Law are required to register with the

New York State Department of Labor under Labor Law Section 220-i. Private projects subject to Article 8 of the Labor Law include those covered by Labor Law Sections 224-a (public subsidy funded projects), 224-d (renewable energy systems), 224-e (broadband projects), 224-f (climate risk-related and energy transition projects, and roadway excavations). A Certificate of Registration with a unique registration number will be issued to the applicant electronically through the Contractor Registry portal. A digital copy of the certificate must be submitted with bid submission or bidder may be found to be non-responsive. Contractors are responsible for verifying that any subcontractors they work with are registered. Please refer to this website for information: https://dol.ny.gov/contractor-and-subcontractor-landing. The registration login page is found here: Log In - Management System for Protecting Workers' Rights.

ATTACHMENT A-2
PROGRAM SPECIFIC TERMS AND CONDITIONS
ENVIRONMENTAL PROTECTION FUND

A. Funding for this project is provided pursuant to the terms of the Environmental Protection Act, Title 9 of Article 54 of the Environmental Conservation Law and governed by the Rules and Regulations set forth in 9 NYCRR Sections 439-443.

B. Procurement: All goods and services required for this project must be procured in a manner so as to assure the prudent and economical use of grant moneys, to facilitate the acquisition of goods and services of maximum quality at the lowest possible cost under the circumstances, and to guard against nepotism, favoritism, improvidence, extravagance, fraud and corruption.

1. If the Contractor is subject to General Municipal Law, documentation of the Contractor's compliance with the procurement and bidding requirements of General Municipal Law shall be included with the applicable request for reimbursement.

2. If the total amount of the goods or services is less than the dollar threshold for competitive bidding, as outlined in section 103 of General Municipal Law, or if the Contractor is not subject to General Municipal Law, the Contractor must follow procurement procedures designed to achieve the purpose of this clause. Such procedures may include, but are not limited to, competitive bidding, the solicitation of three price quotes, written requests for proposals, etc. When submitting a request for reimbursement, the Contractor must include a copy of the organizational procurement policy applicable to the relevant expenditures and/or documentation of the specific procurement process used for those expenditures.

C. Retroactive funding. Notwithstanding the provisions of Section A (2) of the Attachment D: Payment and Reporting of this State of New York Contract for Grants ("Contract"), program regulations set forth in 9 NYCRR 440.5 (Project sponsor's match) permit retroactive reimbursement of certain expenses, when those expenses are included in the project Budget.

D. Project Sign. At the commencement of the work described in the Work Plan, the Contractor shall erect a sign at the project site noting the State's assistance to the project. The project sign specifications and term length for this requirement are set forth in Attachment E (Special Conditions and Requirements).

E. Public Benefit Requirements.

1. In order to ensure a public benefit accrues from an acquisition, development or construction project that is being funded the Contractor shall:

2. Afford the public reasonable access to or use of the project as specified by the State;

3. Include a provision that no rule or regulation of a municipality shall restrict the use of, or access to, a project by non-residents of the municipality;

4. Not impose a fee for use of or access to the project without the prior written approval of the State;

5. Own or hold by lease or maintain and operate the project as specified by the State;

6. Not allow operation of the project, or any portion thereof, by any other person, entity, or organization pursuant to any management agreement, license or other arrangement without first obtaining the written approval of the State;

f. Not alter, demolish, sell, lease or otherwise convey the project, in whole or in part, or permit a change in use of the project, without the prior written approval of the State; and

g. Submit all plans in writing for restoration, rehabilitation, improvement, demolition or other physical change to the completed project for State approval before work commences.

2. Other public benefit requirements specific to this project, including the term length of any property restriction (e.g., preservation covenant or public access covenant) and the legal mechanism for enforcing the restriction as specified by the State are set forth in Attachment E (Special Conditions and Requirements).

3. Parkland acquired or improved by a municipality shall not be sold, leased, exchanged or otherwise disposed of (collectively, "disposed of") or converted to other than public park purposes without the express authority of an act of the Legislature, which shall provide for the substitution of other land of equal environmental value and fair market value and reasonably equivalent usefulness and location to those to be discontinued, sold or disposed of, and such other additional requirements as shall be required by the State.

4. Land acquired for recreation or conservation purposes by a not-for-profit organization shall be subject to a conservation easement (see, Title 3 of Article 49 of the Environmental Conservation Law) to be held by the State. Parkland shall not be disposed of by the not-for-profit organization except to the State, a local government unit or another qualifying tax-exempt not-for-profit organization that shall be required to use it for recreation or conservation purposes. Disposal to any other entity of parkland acquired for recreation or conservation purposes by a not-for-profit corporation shall require the express authority of an act of the Legislature.

F. Planning Requirements.

1. All planning documents, plans and specifications must be accepted by the State before the Contractor awards contracts for the project or the subject property. These must be prepared by a qualified professional accepted by the State.

2. Any documents developed under this Contract shall include recognition of funding through the Environmental Protection Fund from the Office of Parks, Recreation and Historic Preservation.

G. In the case that this grant involves **State-owned land**, the grant recipient shall have in place a current, approved agreement with the agency of jurisdiction that specifies compliance for the elements funded with this grant as set forth in all Attachments included as part of this Contract.

Statement for Legal Notice – Bidding Process

Language required to be used in all advertisements for Supplies, Materials, and/or Contracts

Project Name & Grant Number must be included on ALL documentation

EEO Language:

The **Town of Evans** has been and will continue to be an equal opportunity organization. All qualified Minority and Women-Owned Business Enterprise (MWBE) suppliers, contractors and/or businesses will be afforded equal opportunity without discrimination because of race, religion, national origin, sex, age, disability, sexual preference or Vietnam Era Veterans status.

Funding Credit/MWBE Language:

This project is funded in part by a grant from the NYS Office of Parks, Recreation and Historic Preservation through Title 9 of the Environmental Protection Act of 1993. Under Article 15A, Executive Law, the State of New York is committed to providing Minority and Women Owned Business (MWBE) equal opportunity to participate in government contracts. Though there are no required goals for MWBE participation in this grant funded project, the successful bidder will be required to make a Good Faith Effort in the utilization of MWBE's and furnish reports showing the participation of various business enterprises of subcontractors and suppliers on the contract.

Required language and/or statements:

Vendor Responsibility Questionnaire: Upon selection, for all contracts that equal or exceed $100,000, the contractor will be required to submit to the State a Vendor Responsibility Questionnaire: Construction – For Profit. The questionnaire can be found online at http://www.osc.state.ny.us/vendrep/forms_vendor.htm

Insurance Certificates: Upon selection, all contractors and subcontractors must provide proof of Workers' Compensation and Disability Benefits Insurance Coverage for employees, or proof of exemption from the New York State Workers' Compensation Board.

NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY SECTION 139-D OF THE STATE FINANCE LAW

SECTION 139-D, Statement of Non-Collusion in bids to the State:

BY SUBMISSION OF THIS BID, BIDDER AND EACH PERSON SIGNING ON BEHALF OF BIDDER CERTIFIES, AND IN THE CASE OF JOINT BID, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:

[1] The prices of this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purposes of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

[2] Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

[3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

A BID SHALL NOT BE CONSIDERED FOR AWARD NOR SHALL ANY AWARD BE MADE WHERE [1], [2], [3] ABOVE HAVE NOT BEEN COMPLIED WITH; PROVIDED HOWEVER, THAT IF IN ANY CASE THE BIDDER(S) CANNOT MAKE THE FOREGOING CERTIFICATION, THE BIDDER SHALL SO STATE AND SHALL FURNISH BELOW A SIGNED STATEMENT WHICH SETS FORTH IN DETAIL THE REASONS THEREFORE:

[AFFIX ADDENDUM TO THIS PAGE IF SPACE IS REQUIRED FOR STATEMENT.]

Subscribed to under penalty of perjury under the laws of the State of New York, this _____ day of _____, 20____ as the act and deed of said corporation of partnership.

IF BIDDER(S) (ARE) A PARTNERSHIP, COMPLETE THE FOLLOWING:

NAMES OF PARTNERS OR PRINCIPALS	LEGAL RESIDENCE
_____	_____
_____	_____
_____	_____
_____	_____

IF BIDDER(S) (ARE) A CORPORATION, COMPLETE THE FOLLOWING:

NAME	LEGAL RESIDENCE
_____	_____
President:	
_____	_____
Secretary:	
_____	_____
Treasurer:	
_____	_____
President:	
_____	_____
Secretary:	
_____	_____
Treasurer:	

Identifying Data

Potential Contractor_____

Address_____
Street

_____
City, Town, etc.

Telephone_____ Title_____

If applicable, Responsible Corporate Officer

Name_____ Title_____

Signature_____

Joint or combined bids by companies or firms must be certified on behalf of each participant.

_____	_____
Legal name of person, firm or corporation	Legal name of person, firm or corporation
By_____	_____
Name	Name
_____	_____
Title	Title
Address_____	Address_____
Street	Street
_____	_____
City State	City State

Article 15A

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

It is the policy of the _____ (Legal Name of Your Organization) to provide equal employment opportunity to all people without regard to race, color, sex, religion, age, national origin, disability, sexual preference, or Vietnam Era Veteran status. As head of the organization, I am personally committed to assuring that our organization will act affirmatively to develop avenues of entry and mobility for minorities, women, individuals with disabilities, and Vietnam Era Veterans through the following activities:

- Development of programmatic approaches to the elimination of all unjust exclusionary employment practices, policies and consequences;
- Development of educational and training programs for all employees, with emphasis on our goals for upgrading minorities, women, individuals with disabilities and Vietnam Era Veterans;
- Development of personnel practices, policies and career ladders to assist and encourage upward mobility of employees restricted to lower levels;
- Development of mechanisms for swift and judicious resolution of complaints of discrimination consistent with our policy, and other applicable statutes; and
- Provision of reasonable accommodations to enable qualified individuals with disabilities to enjoy equal employment opportunities and equal terms, conditions and privileges of employment.

To effectuate this policy, we have designed a plan which conforms with all relevant Federal and State non-discrimination laws and regulations including but not limited to: The Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, as amended, the Americans with Disabilities Act, the Vietnam Era Veteran's Readjustment Act of 1974, and the New York State Human Rights Law. The plan applies to all job classifications and titles in this organization's jurisdiction. It governs all our employment policies, practices and actions including, but not limited to: recruitment, hiring, discipline, rate of pay or other compensation, advancement, reclassification, reallocation, promotion, demotion, discharge and employee benefits. I will see that the Affirmative Action Office is provided with all available resources necessary for the execution of its program responsibilities. Moreover, all managers, supervisors, and employees must make consistently diligent efforts to implement this policy in day-to-day program and employment decisions. Affirmative Action considerations will be an integral part of all organizational activities performed in the furtherance of our mission and in meeting our responsibilities to the State's citizens.

Signature of Agency Head _____

Printed Name of Agency Head _____

NYS VENDOR ID: 000000000

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)

You have selected the For-Profit Construction questionnaire, commonly known as the "CCA-2," which may be printed and completed in this format or, **for your convenience**, **may be completed online using the New York State VendRep System.**

COMPLETION & CERTIFICATION

The person(s) completing the questionnaire must be knowledgeable about the vendor's business and operations. An owner or owner's official representative authorized to legally bind the Reporting Entity, must certify the truth of the questionnaire answers.

NEW YORK STATE VENDOR IDENTIFICATION NUMBER (VENDOR ID)

The Vendor ID is a ten-digit identifier issued by New York State when the vendor is registered on the Statewide Vendor File. This number must now be included on the questionnaire. If the business entity has not obtained a Vendor ID, contact the IT Service Desk at ITServiceDesk@osc.state.ny.us or call 866-370-4672.

DEFINITIONS

All underlined terms are defined in the "New York State Vendor Responsibility Definitions List," found at http://www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf. These terms may not have their ordinary, common, or traditional meanings. Each vendor must read the respective definitions for any and all underlined terms. By submitting this questionnaire, the vendor agrees to be bound by the terms as defined in the "New York State Vendor Responsibility Definitions List" existing at the time of certification.

RESPONSES

Every question must be answered fully. Each response must provide **all** relevant information to appropriately explain the answer. If you have concerns as to the legal requirements behind your answers, please seek clarification from your counsel. However, information regarding a determination or finding made in error which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required to be identified. Individuals and Sole Proprietors may use a Social Security Number but are encouraged to obtain and use a federal Employer Identification Number (EIN).

NYS VENDOR ID: 000000000

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

BUSINESS ENTITY INFORMATION		
Legal Business Name	EIN	
Address of the Principal Place of Business (street, city, state, zip code) NO P.O. Boxes	New York State Vendor Identification Number	
	Telephone ext.	Fax
	Website (include all)	
Authorized Contact for this Questionnaire		
Name	Telephone ext.	Fax
Title	Email	

Additional Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity, or EIN used in the last five (5) years, the state or county where filed and the status (active or inactive).

Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS	
1.0 Business Entity Type – Check appropriate box and provide additional information:	
a) ☐ Corporation (including PC)	Date of Incorporation
b) ☐ Limited Liability Company (LLC or PLLC)	Date Organized
c) ☐ Limited Liability Partnership	Date of Registration
d) ☐ Limited Partnership	Date Established
e) ☐ General Partnership	Date Established County (if formed in NYS)
f) ☐ Sole Proprietor	How many years in business?
g) ☐ Other	Date Established
If Other, explain:	
1.0 Was the Business Entity formed in New York State?	☐ Yes ☐ No
If "No," indicate jurisdiction where the Business Entity was formed:	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS		
☐ United States	State	
☐ Other	Country	

1.2 Is the Legal Business Entity publicly traded?	☐ Yes ☐ No
If "Yes," provide the CIK code or Ticker Symbol:	
1.3 Is the Business Entity currently registered to do business in New York State? *Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership*	☐ Yes ☐ No ☐ Not Required
If "No," explain why the Business Entity is not required to be registered to do business in New York State:	
1.4 Is the responding Business Entity a Joint Venture? Note: If the submitting Business Entity is a Joint Venture, also submit a separate questionnaire for each Business Entity comprising the Joint Venture.	☐ Yes ☐ No
1.5 If the Business Entity's Principal Place of Business is not in New York State, does the Business Entity maintain an office in New York State? *(Select "N/A" if Principal Place of Business is in New York State.)*	☐ Yes ☐ No ☐ N/A
If "Yes," provide the address and telephone number for one office located in New York State.	
1.6 Is the Business Entity a New York State certified Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business, New York State Small Business, or federally certified Disadvantaged Business Enterprise?	☐ Yes ☐ No

If "Yes," check all that apply:

☐ New York State certified Minority-Owned Business Enterprise (MBE)

☐ New York State certified Women-Owned Business Enterprise (WBE)

☐ New York State certified Service-Disabled Veteran-Owned Business (SDVOB)

☐ New York State Small Business

☐ Federally certified Disadvantaged Business Enterprise (DBE)

1.7 Identify **each person** or Business Entity that is or has been within the past five (5) years, a Business Entity Official, or a Principal Owner of 5.0% or more of the Reporting Entity's shares; or one of the five largest shareholders, if applicable. *(Attach additional pages if necessary.)*

Joint Ventures: Provide information for all firms involved.

Each Business Entity identified as a Principal Owner must also submit a Vendor Responsibility Questionnaire.

(Add additional sheets if necessary.) For each person, include name, title, date of birth, percentage of ownership, and employment status. For each Business Entity that is a Principal Owner, include name, address, EIN, and percentage of ownership.

If there is no person or Business Entity that owns 5% or more of the Reporting Entity, check here: ☐

Name *(For each person, **include a middle initial)***	Title	Date of Birth	Percentage of ownership (Enter 0%, if not applicable)	Employment status with the firm

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)

I. BUSINESS CHARACTERISTICS				
				☐ Current ☐ Former ☐ N/A
				☐ Current ☐ Former ☐ N/A
				☐ Current ☐ Former ☐ N/A
				☐ Current ☐ Former ☐ N/A
Name of Each Business Entity owning 5% or more of Reporting Entity	Address	EIN	Percentage Ownership	

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS			
2.0 Are there any other construction-related firms in which, now or in the past five years, the submitting Business Entity or any of the individuals or business entities listed in question 1.7 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner, or proprietor of said other firm? If yes, identify below and if there is more than one, *attach additional pages with required information.*			☐ Yes ☐ No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity	
Firm/Company Address			
Explain relationship with the firm and indicate percent of ownership, if applicable (enter N/A, if not applicable):			
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with the disclosed firm(s)?			☐ Yes ☐ No
Individual's Name *(Include middle initial)*	Position/Title with Firm/Company		

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS

2.1 Does the Business Entity have any construction-related affiliates not identified in the response to question 2.0 above? If yes, identify below and if there is more than one, *attach additional pages with the required information.*	☐ Yes ☐ No

Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity

Affiliate Address
Explain relationship with the affiliate and indicate percent of ownership, if applicable *(enter N/A, if not applicable)*:

Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with the disclosed affiliate(s)?	☐ Yes ☐ No

Individual's Name *(Include middle initial)*	Position/Title with Firm/Company

2.2 Has the Business Entity participated in any construction-related Joint Ventures within the past three (3) years? If yes, identify below and if there is more than one, *attach additional pages with the required information.*	☐ Yes ☐ No

Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

III. CONTRACT HISTORY

3.0 Has the Business Entity completed any construction contracts?	☐ Yes ☐ No

If "Yes," list the ten most recent construction contracts the Business Entity has completed for government clients using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc.

At the Business Entity's option, it may include construction contracts completed for private clients. If less than ten, include most recent subcontracts on projects up to that number.

3.1 Does the Business Entity currently have uncompleted construction contracts?	☐ Yes ☐ No

If "Yes," list all current uncompleted construction contracts for government clients by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc.

Note: Ongoing projects must be included. At the Business Entity's option, it may include construction contracts uncompleted for private clients.

IV. INTEGRITY – CONTRACT BIDDING

Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:

4.0 Been suspended or debarred from any government contracting process or been disqualified on any government procurement?	☐ Yes ☐ No
4.1 Been subject to a denial or revocation of a government prequalification?	☐ Yes ☐ No
4.2 Had any bid rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☐ No
4.3 Had a proposed subcontract rejected by a government entity for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid?	☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)

IV. INTEGRITY – CONTRACT BIDDING ***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***	
4.4 Had a bid rejected on a government contract for failure to make good faith efforts on any Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business or Disadvantaged Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	☐ Yes ☐ No
4.5 Agreed to a voluntary exclusion from bidding/contracting with a government entity?	☐ Yes ☐ No
4.6 Requested or been permitted to withdraw a bid submitted to a government entity or made any claim of an error on a bid submitted to a government entity?	☐ Yes ☐ No
For each "Yes," provide an explanation of the issue(s), the Business Entity, affiliate, predecessor company or entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response.	

V. INTEGRITY – CONTRACT AWARD ***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***	
5.0 Defaulted on or been suspended, cancelled or terminated for cause on any contract?	☐ Yes ☐ No
5.1 Been subject to an administrative proceeding or civil action, including arbitration, seeking specific performance or restitution (except any disputed work proceeding) in connection with any government contract?	☐ Yes ☐ No
5.2 Entered into a formal monitoring agreement, integrity agreement, consent decree, or stipulation, settlement as specified by, or agreed to with, any government entity?	☐ Yes ☐ No
5.3 Had its surety called upon to complete any contract whether government or private sector?	☐ Yes ☐ No
5.4 Forfeited all or part of a standby letter of credit in connection with any government contract?	☐ Yes ☐ No
For each "Yes," provide an explanation of the issue(s), the Business Entity, affiliate, predecessor company or entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response.	

VI. CERTIFICATIONS/LICENSES ***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***	
6.0 Had a revocation or suspension of any business or professional permit and/or license?	☐ Yes ☐ No
6.1 Had a denial, decertification, revocation or forfeiture of New York State certification of Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business or a federal certification of Disadvantaged Business Enterprise status, for other than a change of ownership?	☐ Yes ☐ No
For each "Yes," provide an explanation of the issue(s), the Business Entity affiliate, predecessor company or entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response.	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)

VII. LEGAL PROCEEDINGS/GOVERNMENT INVESTIGATIONS ***Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:***	
7.0 Been the subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☐ No
7.1 Been the subject of: (i.) An indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime; or (ii.) Any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business, or a Disadvantaged Business Enterprise?	☐ Yes ☐ No
7.2 Received any OSHA citation, which resulted in a final determination classified as serious or willful?	☐ Yes ☐ No
7.3 Had a government entity find a willful prevailing wage or supplemental payment violation?	☐ Yes ☐ No
7.4 Had a New York State Labor Law violation deemed willful?	☐ Yes ☐ No
7.5 Entered into a consent order, monitoring agreement or other type of oversight with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement entity involving a violation of federal, state or local environmental laws?	☐ Yes ☐ No
7.6 Other than previously disclosed, been the subject of any citations, notices or violation orders; a pending administrative hearing, proceeding or determination of a violation of: • Federal, state or local health laws, rules or regulations; • Federal, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or claim requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • Federal, state or local human rights laws; • Federal, state or local security laws; • Federal, state, or local tax laws?	☐ Yes ☐ No
For each "Yes," provide an explanation of the issue(s), the Business Entity, affiliate, predecessor company or entity involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response. *Note: Information regarding a determination or finding made in error, which was subsequently corrected or overturned, and/or was withdrawn by the issuing government entity, is not required.*	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)

VIII. LEADERSHIP INTEGRITY ***If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.*** ***Within the past five (5) years has any individual previously identified or any individual currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with any government entity been:***	
8.0 Sanctioned relative to any business or professional permit and/or license?	☐ Yes ☐ No ☐ N/A
8.1 Suspended, debarred or disqualified from any government contracting process?	☐ Yes ☐ No ☐ N/A
8.2 The subject of a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or federal law?	☐ Yes ☐ No ☐ N/A
8.3 Charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime or subject to a judgment for: (i.) Any business-related activity, including but not limited to theft, fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny	☐ Yes ☐ No ☐ N/A
For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses to explain each "YES" response.	

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY	
9.0 Within the past five (5) years, has the Business Entity or any affiliate received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the Business Entity or affiliate involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses to explain the "Yes" response.	
9.1 Within the past five (5) years, has the Business Entity or any affiliate had any liquidated damages assessed over $25,000 for any reason, including failure to meet Minority-Owned Business Enterprise, Women-Owned Business Enterprise, Service-Disabled Veteran-Owned Business, or Disadvantaged Business Enterprise goals?	☐ Yes ☐ No
If "Yes," provide an explanation of the issue(s), the name of the Business Entity or affiliate involved, the relationship to the submitting Business Entity, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s), and the balance of the assessment not yet paid. Provide answer below or attach additional sheets with numbered responses.	
9.2 Within the past five (5) years, has the Business Entity or any affiliate had any liens, claims or judgments over $25,000 filed against the Business Entity which remain undischarged or were unsatisfied for more than 90 days? (*Note: Including but not limited to tax warrants or liens. Do not include UCC filings.*)	☐ Yes ☐ No

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
FOR-PROFIT CONSTRUCTION (CCA-2)

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

If "Yes," provide an explanation of the issue(s), the name of the Business Entity or affiliate involved, the relationship to the submitting Business Entity, relevant dates, the Lien holder or Claimants' name(s), the amount of the lien(s), the current status of the issue(s), and the balance of the lien, claim or judgment not yet paid. Provide answer below or attach additional sheets with numbered responses.

9.3 In the last seven (7) years, has the Business Entity or any affiliate, or official initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	☐ Yes ☐ No

If "Yes," provide the name of the Business Entity, affiliate or official involved, the relationship to the submitting Business Entity, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses to explain the YES response.

9.4 What is the Business Entity's Bonding Capacity?

a. Single Project	b. Aggregate (All Projects)

9.5 List Business Entity's Gross Sales for the previous three (3) Fiscal Years:

1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales

9.6 List Business Entity's Average Backlog for the previous three (3) fiscal years:
(Estimated total value of uncompleted work on outstanding contracts)

1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount

9.7 Attach Business Entity's most recent annual financial statement and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls.
(This information must be attached.)

X. FREEDOM OF INFORMATION LAW (FOIL)

10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). *Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.*	☐ Yes ☐ No

If "Yes," indicate the question number(s) and explain the basis for the claim.

Authorizee

XI. AUTHORIZED CONTACT FOR THIS QUESTIONNAIRE

Name	Telephone ext.	Fax
Title	Email	

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE FOR-PROFIT CONSTRUCTION (CCA-2)

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State government entities (including the Office of the State Comptroller (OSC)) in making responsibility determinations regarding award or approval of a contract or subcontract and that such government entities will rely on information disclosed in the questionnaire in making responsibility determinations; (2) acknowledges that the New York State government entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (3) acknowledges that intentional submission of false or misleading information may result in criminal penalties under State and/or federal law, as well as a finding of non-responsibility, contract suspension or contract termination.

It being acknowledged and agreed that all responses included in this questionnaire are to the knowledge, information and belief of the Business Entity, the undersigned certifies under penalties of perjury that they:

The undersigned certifies that he/she:

- are knowledgeable about the submitting Business Entity's business and operations;
- have legal authority to bind the Business Entity;
- have read and understand all of the questions contained in the questionnaire, including all definitions;
- have not altered the content of the questionnaire in any manner;
- have reviewed and/or supplied full and complete responses to each question;
- have provided true, accurate and complete responses, including all attachments, if applicable;
- understand that New York State government entities will rely on the information disclosed in the questionnaire when entering into a contract with the Business Entity; and
- are under an obligation to update the information provided herein to include any material changes to the Business Entity's responses at the time of bid/proposal submission through the contract award notification, and may be required to update the information at the request of the New York State government entities or OSC prior to the award and/or approval of a contract, or during the term of the contract.

Signature of Owner/Official _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **NYS Vendor ID:**

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

1.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
2.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
3.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
4.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
5.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **NYS Vendor ID:**

Question 3.0: List the ten most recent construction contracts the Business Entity has completed. If less than ten, include most recent subcontracts on projects up to that number:

6.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
7.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
8.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
9.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
10.	Agency/Owner			Award Date	Amount	Date Completed
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **NYS Vendor ID:**

Question 3.1: List all current uncompleted construction contracts:

1.	Agency/Owner			Award Date	Completion Date
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
2.	Agency/Owner			Award Date	Completion Date
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
3.	Agency/Owner			Award Date	Completion Date
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
4.	Agency/Owner			Award Date	Completion Date
	Contact Person	Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
		Total Contract Amount	Amount Sublet to others	Uncompleted Amount	

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **NYS Vendor ID:**

Question 3.1: List all current uncompleted construction contracts:

5.	Agency/Owner			Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
6.	Agency/Owner			Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
7.	Agency/Owner			Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount
8.	Agency/Owner			Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer	
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable		EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount

NEW YORK STATE

VENDOR RESPONSIBILITY QUESTIONNAIRE

ATTACHMENT B – UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name: **NYS Vendor ID:**

Question 3.1: List all current uncompleted construction contracts:

9.	Agency/Owner				Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount	
10.	Agency/Owner				Award Date	Completion Date
	Contact Person		Telephone No.	Designer Architect and /or Design Engineer		
	Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable			EIN of JV, if applicable
			Total Contract Amount	Amount Sublet to others	Uncompleted Amount	

Grand Total All Uncompleted Contracts	**$0.00**

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets

1. Cash		$ -
2. Accounts receivable - less allowance for doubtful accounts	$ -	
Retainers included in accounts receivable	$ -	
Claims included in accounts receivable not yet approved or in litigation	$ -	
Total Accounts Receivable		$ -
3. Notes receivable - due within one year		$ -
4. Inventory - materials		$ -
5. Contract costs in excess of billings on uncompleted contracts		$ -
6. Accrued income receivable		
Interest	$ -	
Other (list) _____	$ -	
_____	$ -	
Total Accrued Income Receivable		$ -
7. Deposits		
Bid and Plan _____	$ -	
Other (list) _____	$ -	
_____	$ -	
Total Deposits		$ -
8. Prepaid Expenses		
Income Taxes	$ -	
Insurance	$ -	
Other (list) _____	$ -	
_____	$ -	
Total Prepaid Expenses		$ -
9. Other Current Assets		
Other (list) _____	$ -	
_____	$ -	
Total Other Current Assets		$ -
10. Total Current Assets		$ -
11. Investments		
Listed securities-present market value	$ -	
Unlisted securities-present value	$ -	
Total Investments		$ -

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

12. Fixed Assets			
Land	$ -		
Building and improvements	$ -		
Leasehold improvements	$ -		
Machinery and equipment	$ -		
Automotive equipment	$ -		
Office furniture and fixtures	$ -		
Other (list) _____	$ -		
_____	$ -		
Total		$ -	
Less: Accumulated depreciation		$ -	
Total Fixed Assets - Net			$ -
13. Other Assets			
Loans receivable			
Officers	$ -		
Employees	$ -		
Shareholders	$ -		
Cash surrender value of officers' life insurance	$ -		
Organization expense – net of amortization	$ -		
Notes receivable - due after one year	$ -		
Other (list) _____	$ -		
_____	$ -		
Total Other Assets			$ -
14. TOTAL ASSETS			$ -

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

LIABILITIES

Current Liabilities

15. Accounts payable		$ -
16 a. Loans from shareholders - due within one year		$ -
16 b. Other Loans - due within one year		$ -
17. Notes payable - due within one year		$ -
18. Mortgage payable - due within one year		$ -
19. Other payables - due within one year		
Other (list) _____	$ -	
_____	$ -	
Total Other Payables - due within one year		$ -
20. Billings in excess of costs and estimated earnings		$ -
21. Accrued expenses payable		
Salaries and wages	$ -	
Payroll taxes	$ -	
Employees' benefits	$ -	
Insurance	$ -	
Other	$ -	
Total Accrued Expenses Payable		$ -
22. Dividends payable		$ -
23. Income taxes payable		
State	$ -	
Federal	$ -	
Other	$ -	
Total Income Taxes Payable		$ -
24. Total current liabilities		$ -
25. Deferred income taxes payable		
State	$ -	
Federal	$ -	
Other	$ -	
Total Deferred Income Taxes		$ -
26. Long Term Liabilities		
Loans from shareholders - due after one year	$ -	
Other Loans - due within one year		
Principle	$ -	
Interest	$ -	
Notes payable - due after one year	$ -	
Mortgage - due after one year	$ -	
Other payables - due after one year	$ -	
Other (list) _____	$ -	
_____	$ -	
Total Long Term Liabilities		$ -

NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION

NYS Vendor ID: _____

27. Other Liabilities			
Other (list) _____	$ -		
_____	$ -		
Total Other Liabilities		$ -	
28. TOTAL LIABILITIES			$ -

NET WORTH

29. Net Worth (if proprietorship or partnership)			$ -
30. Stockholders' Equity			
Common stock issued and outstanding	$ -		
Preferred stock issued and outstanding	$ -		
Retained earnings	$ -		
Total	$ -		
Less: Treasury stock	$ -		
31. TOTAL STOCKHOLDERS' EQUITY			$ -
32. TOTAL LIABILITIES AND STOCKHOLDERS' EQUITY			$ -

New York State Office of Parks, Recreation and Historic Preservation

Contractor's Solicitation Log

Project No: _____ Region: _____ Date Submitted: _____ Page ____ of ____

Contractor/Firm Name & Address: _____

County: _____

Contact Person: _____

E-Mail: _____

Telephone No: _____

	Firm Name Address, City, State, Zip Contact Person	Program	Telephone No Fax No E-Mail Address	Date of Contact Follow-up Date	Deadline Response Date	Method(s) of Contact	M / WBE Response Code	Bidder Action Code
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

M/WBE Response Codes:
11 - Submitted Written Quote
12 - Submitted Verbal Quote
13 - Negotiating With Prime
14 - Developing Quote
21 - Not Certified for Item(s)
22 - Location Unacceptable
23 - No Price Agreement
24 - No Time For Bid
25 - Schedule Unacceptable

Bidder Action Codes:
31 - Selected
32 - Unavailable
33 - No Longer in Business
34 - Undeliverable
35 - Unreachable
36 - Unresponsive
37 - Not Selected

Method of Contact:
41 - Mail
42 - E-Mail
43 - Phone
44 - FAX
45 - Face to Face

Program:
MBE
WBE
DBE
Other

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SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Type of the Contract.
3. Work phases.
4. Use of premises.
5. Work restrictions.
6. Specification formats and conventions.
7. Hazardous Materials

B. Related Sections include the following:

1. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: South Creek Park – Pool House

1. Project Location:
1525 S Creek Rd
Derby, NY 14047

B. Owner: **Town of Evans**

1. Owner's Representative:
William Smith, Director of Planning and Community Development
Town of Evans, 8787 Erie Road | Angola, NY 14006

C. Prime Consultant: Fisher Associates, P.E., L.S., L.A., D.P.C.

Project Coordinator:
Richard Galfo, Parks Crew Chief
Town Of Evans, 8787 Erie Rd, Angola, NY 14006
has been appointed by Owner to serve as Project Coordinator.

D. The Work consists of the following:

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1. The Work includes the following components:

   a. Removal of existing pool house and site elements, construction of new pool house, installation of concrete sidewalk, plaza, fencing, play feature, limestone block walls, plantings, site furnishings, and renovation of maintenance building exterior.
   b. New building Mechanical Work (HVAC & Gas)
   c. New pool house Electrical Work
   d. New pool house Plumbing Work

E. Project will be constructed under multiple prime contracts

1. Project will be constructed under coordinated, concurrent multiple contracts as listed below. The selected General Contractor will be responsible for scheduling between the trades.

   C-01 – General Construction Trades

   C-02 – Mechanical Work (HVAC & Gas)

   C-03 – Electrical Work

   C-04 – Plumbing Work

1.4 WORK PHASES

A. The Work shall be conducted in a single phase.

1.5 USE OF PREMISES

A. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

B. Use of Site: Limit use of premises to **areas within the Contract limits** indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.

   a. Schedule deliveries to minimize use of driveways and entrances.
   b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.6 WORK RESTRICTIONS

A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of **8:00 a.m. to 4:00 p.m.**, Monday through Friday, except otherwise indicated.

1. Weekend Hours:

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8:00 a.m. to 4:00 p.m. are allowed when coordinated with the Town of Evans Parks Department in advance.

2. Early Morning Hours:
   7:00 a.m. start times are allowed when coordinated with the Town of Evans Parks Department in advance.
3. Hours for Utility Shutdowns:
   Utility interruptions to be coordinated with Town of Evans and utility service providers.

B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:

1. Notify Owner not less than seven days in advance of proposed utility interruptions.
2. Do not proceed with utility interruptions without Owner's written permission.

1.7 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

   a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.8 WORK UNDER SEPARATE CONTRACTS

A. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract or other contracts. Coordinate the Work of this Contract with work performed under separate contracts.

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B. Concurrent Work: Owner will award separate contract(s) for the following construction operations at Project site. Those operations will be conducted simultaneously with work under this Contract.

1. General Construction
2. Mechanical Work (HVAC & Gas)
3. Electrical Work
4. Plumbing Work

1.9 HAZARDOUS MATERIALS

A. The Contractor shall comply with all applicable federal, state, and local regulations governing the identification, handling, removal, transportation, and disposal of hazardous materials.

B. Hazardous materials may include, but are not limited to, asbestos-containing materials (ACM), lead-based paint (LBP), polychlorinated biphenyls (PCBs), mercury-containing devices, and other regulated substances.

C. Do not disturb, remove, or handle suspected hazardous materials unless specifically authorized and performed in accordance with applicable regulations.

D. Existing materials scheduled for demolition or disturbance shall be evaluated for asbestos-containing materials and lead-based paint, as required by applicable regulations.

E. The Contractor shall not sand, grind, cut, or otherwise disturb painted surfaces suspected of containing lead-based paint without appropriate assessment and controls.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

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SECTION 012200 - UNIT PRICES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for unit prices.

B. Related Sections include the following:

1. Division 01 Section "Allowances" for procedures for using unit prices to adjust quantity allowances.
2. Division 01 Section "Contract Modification Procedures" for procedures for submitting and handling Change Orders.
3. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

1.3 DEFINITIONS

A. Unit price is an amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services added to or deducted from the Contract Sum by appropriate modification, if estimated quantities of Work required by the Contract Documents are increased or decreased.

1.4 PROCEDURES

A. Unit prices include all necessary material, plus cost for delivery, installation, insurance, applicable taxes, overhead, and profit.

B. Measurement and Payment: Refer to individual Specification Sections for work that requires establishment of unit prices. Methods of measurement and payment for unit prices are specified in those Sections.

C. Owner reserves the right to reject Contractor's measurement of work-in-place that involves use of established unit prices and to have this work measured, at Owner's expense, by an independent surveyor acceptable to Contractor.

D. List of Unit Prices: A list of unit prices is included in Part 3. Specification Sections referenced in the schedule contain requirements for materials described under each unit price.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 LIST OF UNIT PRICES – General Contractor

A. Unit Price No. 1: New Pool House

1. Description: Provide existing building removals, site preparation, and installation of pool house and pergola with base scope in contract documents.
2. Provide and install all building elements included in contract documents. Cost shall include all labor and materials to procure and place materials.
3. Unit of Measurement: Lump Sum

B. Unit Price No. 2: Renovate Maintenance Building

1. Description: Provide removals and installation for exterior renovation of maintenance building associated with base scope in contract documents.
2. Provide and install all building improvements included in contract documents. Cost shall include all labor and materials to procure and place materials.
3. Unit of Measurement: Lump Sum

Unit Price No. 3: Site Improvements

4. Description: Provide removals and installation of site improvements associated with base scope in contract documents.
5. Provide and install all site improvements included in contract documents. Cost shall include all labor and materials to procure and place materials.
6. Unit of Measurement: Lump Sum

3.2 LIST OF UNIT PRICES – Mechanical Work (HVAC & Gas)

A. Unit Price No. 1: New Pool House – Mechanical Work (HVAC & Gas)

1. Description: Provide delegated design coordination documents and installation of all Mechanical Work (HVAC & Gas) for pool house.
2. Provide and install all building elements included in contract documents. Cost shall include all labor and materials to procure and place materials.
3. Unit of Measurement: Lump Sum

3.3 LIST OF UNIT PRICES – Electrical Work

A. Unit Price No. 1: New Pool House – Electrical Work

1. Description: Provide delegated design coordination documents and installation of all Electrical Work for pool house.
2. Provide and install all building elements included in contract documents. Cost shall include all labor and materials to procure and place materials.
3. Unit of Measurement: Lump Sum

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3.4 LIST OF UNIT PRICES – Plumbing Work

A. Unit Price No. 1: New Pool House – Plumbing Work

1. Description: Provide delegated design coordination documents and installation of all Plumbing Work for pool house.
2. Provide and install all building elements included in contract documents. Cost shall include all labor and materials to procure and place materials.
3. Unit of Measurement: Lump Sum

END OF SECTION 012200

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SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.

B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.

C. Execute accepted alternates under the same conditions as other work of the Contract.

D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

A. Alternate No. 1: Limestone Quarry Blocks

B. Alternate No. 2: Limestone Dust Pathways

C. Alternate No. 3: Additional Plantings

D. Alternate No. 4: Site Furnishings

END OF SECTION 012300

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SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

B. Related Sections include the following:

1. Division 01 Section "Product Requirements" for administrative procedures for handling requests for substitutions made after Contract award.

1.3 MINOR CHANGES IN THE WORK

A. Owner will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on form to be provided.

1.4 PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Owner will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.

1. Proposal Requests issued by Owner are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
2. Within 3 days after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.

   a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
   b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
   c. Include costs of labor and supervision directly attributable to the change.
   d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Owner.

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1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.
2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Include costs of labor and supervision directly attributable to the change.
5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: To be provided.

1.5 CHANGE ORDER PROCEDURES

A. On Owner's approval of a Proposal Request, Owner will issue a Change Order for signatures of Owner and Contractor.

1.6 CONSTRUCTION CHANGE DIRECTIVE

A. Work Change Directive: Owner may issue a Work Change Directive on form to be provided. Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.

1. Work Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.

B. Documentation: Maintain detailed records on a time and material basis of work required by the Work Change Directive.

1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

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SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

B. Related Sections include the following:

1. Division 01 Section "Contract Modification Procedures" for administrative procedures for handling changes to the Contract.

1.3 DEFINITIONS

A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.4 SCHEDULE OF VALUES

A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.

1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:

a. Application for Payment forms with Continuation Sheets.
b. Submittals Schedule.
c. Contractor's Construction Schedule.

2. Submit the Schedule of Values to Owner at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.

B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.

1. Identification: Include the following Project identification on the Schedule of Values:

a. Project name and location.
b. Name of Landscape Architect.
c. Landscape Architect's project number.

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d. Contractor's name and address.
e. Date of submittal.

2. Submit draft of AIA Document G703 Continuation Sheets.

3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:

a. Related Specification Section or Division.
b. Description of the Work.
c. Name of subcontractor.
d. Name of manufacturer or fabricator.
e. Name of supplier.
f. Change Orders (numbers) that affect value.
g. Dollar value.

1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.

4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.

a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.

7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.

a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.

9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.5 APPLICATIONS FOR PAYMENT

A. Each Application for Payment shall be consistent with previous applications and payments as certified by Landscape Architect and paid for by Owner.

B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.

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C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets or equivalent as form for Applications for Payment.

D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Owner will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.

E. Transmittal: Submit one signed and notarized electronic copy of each Application for Payment to Owner by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

F. Waivers of Mechanic's Lien: With each Application for Payment, submit waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the Work covered by the payment.

1. Submit partial waivers on each item for amount requested in previous application, after deduction for retainage, on each item.
2. When an application shows completion of an item, submit final or full waivers.
3. Owner reserves the right to designate which entities involved in the Work must submit waivers.
4. Waiver Forms: Submit waivers of lien on forms, executed in a manner acceptable to Owner.

G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:

1. List of subcontractors.
2. Schedule of Values.
3. Contractor's Construction Schedule (preliminary if not final).
4. Products list.
5. Submittals Schedule (preliminary if not final).
6. List of Contractor's staff assignments.
7. List of Contractor's principal consultants.
8. Copies of building permits.
9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
10. Initial progress report.
11. Report of preconstruction conference.
12. Certificates of insurance and insurance policies.
13. Performance and payment bonds.
14. Data needed to acquire Owner's insurance.
15. Initial settlement survey and damage report if required.

H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.

1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.

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2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.

I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:

1. Evidence of completion of Project closeout requirements.
2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
3. Updated final statement, accounting for final changes to the Contract Sum.
4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
6. Evidence that claims have been settled.
7. Final, liquidated damages settlement statement.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

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SECTION 013100 - PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:

1. Coordination Drawings.
2. Administrative and supervisory personnel.
3. Project meetings.
4. Requests for Interpretation (RFIs).

B. Each contractor shall participate in coordination requirements. Certain areas of responsibility will be assigned to a specific contractor.

C. Related Sections include the following:

1. Division 01 Section "Construction Progress Documentation" for preparing and submitting Contractor's Construction Schedule.
2. Division 01 Section "Execution" for procedures for coordinating general installation and field-engineering services, including establishment of benchmarks and control points.
3. Division 01 Section "Closeout Procedures" for coordinating closeout of the Contract.

1.3 DEFINITIONS

A. RFI: Request from Contractor seeking interpretation or clarification of the Contract Documents.

1.4 COORDINATION

A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

B. Coordination: Each contractor shall coordinate its construction operations with those of other contractors and entities to ensure efficient and orderly installation of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, that depend on each other for proper installation, connection, and operation.

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SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:

1. Contractor's Construction Schedule.
2. Submittals Schedule.
3. Field condition reports.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes.
3. Division 01 Section "Submittal Procedures" for submitting schedules and reports.
4. Division 01 Section "Quality Requirements" for submitting a schedule of tests and inspections.

1.3 DEFINITIONS

A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.

B. Cost Loading: The allocation of the Schedule of Values for the completion of an activity as scheduled. The sum of costs for all activities must equal the total Contract Sum, unless otherwise approved by Landscape Architect.

C. CPM: Critical path method, which is a method of planning and scheduling a construction project where activities are arranged based on activity relationships. Network calculations determine when activities can be performed and the critical path of Project.

D. Critical Path: The longest connected chain of interdependent activities through the network schedule that establishes the minimum overall Project duration and contains no float.

E. Event: The starting or ending point of an activity.

F. Float: The measure of leeway in starting and completing an activity.

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G. Major Area: A story of construction, a separate building, or a similar significant construction element.

H. Milestone: A key or critical point in time for reference or measurement.

I. Resource Loading: The allocation of manpower and equipment necessary for the completion of an activity as scheduled.

1.4 SUBMITTALS

A. Qualification Data: For scheduling consultant.

B. Submittals Schedule: Submit PDF of schedule. Arrange the following information in a tabular format:

1. Scheduled date for first submittal.
2. Specification Section number and title.
3. Submittal category (action or informational).
4. Name of subcontractor.
5. Description of the Work covered.
6. Scheduled date for Landscape Architect's final release or approval.

C. Contractor's Construction Schedule: Submit PDF of initial schedule, large enough to show entire schedule for entire construction period.

D. Field Condition Reports: Submit at time of discovery of differing conditions.

E. Special Reports: Submit at time of unusual event.

F. Photographic Documentation:

1. Submit at following key milestones:

a. Preconstruction Conditions
b. General Contractor, Mechanical, Electrical, and Plumbing contractor handover
c. Concealed Utilities
d. Final Completion

2. Photographic Documentation record to include the following:

a. Name of Contractor
b. Location description and vantage point
c. Date photograph was taken

1.5 QUALITY ASSURANCE

A. Prescheduling Conference: Conduct conference at Project site to comply with requirements in Division 01 Section "Project Management and Coordination." Review methods and procedures related to the Preliminary Construction Schedule and Contractor's Construction Schedule, including, but not limited to, the following:

1. Discuss constraints, including **work stages** and **interim milestones**.

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2. Review time required for review of submittals and resubmittals.
3. Review requirements for tests and inspections by independent testing and inspecting agencies.
4. Review time required for completion and startup procedures.
5. Review and finalize list of construction activities to be included in schedule.
6. Review submittal requirements and procedures.

1.6 COORDINATION

A. Coordinate preparation and processing of schedules and reports with performance of construction activities and with scheduling and reporting of separate contractors.

B. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.

1. Secure time commitments for performing critical elements of the Work from parties involved.

PART 2 - PRODUCTS

2.1 CONTRACTOR'S CONSTRUCTION SCHEDULE, GENERAL

A. Procedures: Comply with procedures contained in AGC's "Construction Planning & Scheduling."

B. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion.

C. Activities: Treat each story or separate area as a separate numbered activity for each principal element of the Work. Comply with the following:

1. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
2. Submittal Review Time: Include review and resubmittal times indicated in Division 01 Section "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with Submittals Schedule.
3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Landscape Architect's administrative procedures necessary for certification of Substantial Completion.

D. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule, and show how the sequence of the Work is affected.

1. Products Ordered in Advance: Include a separate activity for each product. Include delivery date indicated in Division 01 Section "Summary." Delivery dates indicated stipulate the earliest possible delivery date.
2. Work Restrictions: Show the effect of the following items on the schedule:

a. Coordination with existing construction.

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b. Limitations of continued occupancies.
c. Uninterruptible services.
d. Partial occupancy before Substantial Completion.
e. Use of premises restrictions.
f. Provisions for future construction.
g. Seasonal variations.
h. Environmental control.

3. Work Stages: Indicate important stages of construction for each major portion of the Work, including, but not limited to, the following:

a. Subcontract awards.
b. Submittals.
c. Purchases.
d. Mockups.
e. Fabrication.
f. Sample testing.
g. Deliveries.
h. Installation.
i. Tests and inspections.
j. Adjusting.
k. Curing.
l. Startup and placement into final use and operation.

4. Area Separations: Identify each major area of construction for each major portion of the Work. Indicate where each construction activity within a major area must be sequenced or integrated with other construction activities to provide for the following:

a. Substantial Completion.

E. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion**.**

F. Cost Correlation: At the head of schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of the Work performed as of dates used for preparation of payment requests.

1. Refer to Division 01 Section "Payment Procedures" for cost reporting and payment procedures.

2. Contractor shall assign cost to construction activities on the CPM schedule. Costs shall not be assigned to submittal activities unless specified otherwise but may, with Landscape Architect's approval, be assigned to fabrication and delivery activities. Costs shall be under required principal subcontracts for testing and commissioning activities, operation and maintenance manuals, punch list activities, Project Record Documents, and demonstration and training (if applicable), in the amount of 5 percent of the Contract Sum.
3. Each activity cost shall reflect an accurate value subject to approval by Landscape Architect.
4. Total cost assigned to activities shall equal the total Contract Sum.

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2.2 CONTRACTOR'S CONSTRUCTION SCHEDULE (GANTT CHART)

A. Gantt-Chart Schedule: Submit a comprehensive, fully developed, horizontal Gantt-chart-type, Contractor's Construction Schedule within **30** days of date established for **the Notice to Proceed**. Base schedule on the Preliminary Construction Schedule and whatever updating and feedback was received since the start of Project.

B. Preparation: Indicate each significant construction activity separately. Identify first workday of each week with a continuous vertical line.

1. For construction activities that require 3 months or longer to complete, indicate an estimated completion percentage in **10** percent increments within time bar.

2.3 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Schedule Preparation: Prepare a list of all activities required to complete the Work.

1. Activities: Indicate the estimated time duration, sequence requirements, and relationship of each activity in relation to other activities. Include estimated time frames for the following activities:

a. Preparation and processing of submittals.
b. Mobilization and demobilization.
c. Purchase of materials.
d. Delivery.
e. Fabrication.
f. Utility interruptions.
g. Installation.
h. Testing.

2. Critical Path Activities: Identify critical path activities, including those for interim completion dates. Scheduled start and completion dates shall be consistent with Contract milestone dates.

B. Schedule Updating: Concurrent with making revisions to schedule, prepare tabulated reports showing the following:

1. Identification of activities that have changed.
2. Changes in early and late start dates.
3. Changes in early and late finish dates.
4. Changes in activity durations in workdays.
5. Changes in the critical path.
6. Changes in total float or slack time.
7. Changes in the Contract Time.

2.4 REPORTS

A. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare and submit a detailed report. Submit with a request for interpretation. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.

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2.5 SPECIAL REPORTS

A. General: Submit special reports directly to Owner within **one** day(s) of an occurrence. Distribute copies of report to parties affected by the occurrence.

B. Reporting Unusual Events: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, response by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.

PART 3 - EXECUTION

3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Contractor's Construction Schedule Updating: At weekly intervals, update schedule to reflect actual construction progress and activities. Issue schedule at each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.

B. Distribution: Distribute approved schedule to Landscape Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1. Post copies in Project meeting rooms and temporary field offices.
2. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of construction activities.

END OF SECTION 013200

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SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
2. Division 01 Section "Project Management and Coordination" for submitting and distributing meeting and conference minutes and for submitting Coordination Drawings.
3. Division 01 Section "Construction Progress Documentation" for submitting schedules and reports, including Contractor's Construction Schedule and the Submittals Schedule.
4. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
5. Division 01 Section "Closeout Procedures" for submitting warranties.
6. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
7. Project Drawings

1.3 DEFINITIONS

A. Action Submittals: Written and graphic information that requires Landscape Architect's responsive action.

B. Informational Submittals: Written information that does not require Landscape Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

A. General: Electronic copies of CAD Drawings of the Contract Drawings will be provided by Landscape Architect for Contractor's use in preparing submittals.

B. 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.

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C. Submittals Schedule: Comply with requirements in Division 01 Section "Construction Progress Documentation" for list of submittals and time requirements for scheduled performance of related construction activities.

D. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Landscape Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.

1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required.
2. Resubmittal Review: Allow 15 days for review of each resubmittal.
3. Sequential Review: Where sequential review of submittals by Landscape Architect's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.

E. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Landscape Architect.
3. Include the following information on label for processing and recording action taken:

a. Project name.
b. Date.
c. Name and address of Landscape Architect.
d. Name and address of Contractor.
e. Name and address of subcontractor.
f. Name and address of supplier.
g. Name of manufacturer.
h. Submittal number or other unique identifier, including revision identifier.

1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).

i. Number and title of appropriate Specification Section.
j. Drawing number and detail references, as appropriate.
k. Location(s) where product is to be installed, as appropriate.
l. Other necessary identification.

F. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.

G. Additional Copies: Unless additional copies are required for final submittal, and unless Landscape Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.

H. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Landscape Architect will return submittals, without review, received from sources other than Contractor.

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1. Transmittal Form: Provide locations on form for the following information:

    a. Project name.
    b. Date.
    c. Destination (To:).
    d. Source (From:).
    e. Names of subcontractor, manufacturer, and supplier.
    f. Category and type of submittal.
    g. Submittal purpose and description.
    h. Specification Section number and title.
    i. Drawing number and detail references, as appropriate.

        1) Transmittal number, numbered consecutively.

    j. Submittal and transmittal distribution record.
    k. Remarks.
    l. Signature of transmitter.

2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Landscape Architect on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include same label information as related submittal.

I. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.

1. Note date and content of previous submittal.
2. Note date and content of revision in label or title block and clearly indicate extent of revision.
3. Resubmit submittals until they are marked "No Exceptions Taken."

J. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.

K. Use for Construction: Use only final submittals with mark indicating “No Exceptions Taken” by Landscape Architect.

1.5 CONTRACTOR'S USE OF LANDSCAPE ARCHITECT’s CAD FILES

A. General: At Contractor's written request, copies of Landscape Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:

1. Signature of Landscape Architect’s Electronic File Agreement.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

A. General: Prepare and submit Action Submittals required by individual Specification Sections.

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1. Submit electronic submittals directly to extranet specifically established for Project.

B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.

1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
3. Include the following information, as applicable:

a. Manufacturer's written recommendations.
b. Manufacturer's product specifications.
c. Manufacturer's installation instructions.
d. Standard color charts.
e. Manufacturer's catalog cuts.
f. Wiring diagrams showing factory-installed wiring.
g. Printed performance curves.
h. Operational range diagrams.
i. Mill reports.
j. Standard product operation and maintenance manuals.
k. Compliance with specified referenced standards.
l. Testing by recognized testing agency.
m. Application of testing agency labels and seals.
n. Notation of coordination requirements.

4. Submit Product Data before or concurrent with Samples.

C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Landscape Architect's CAD Drawings are otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:

a. Dimensions.
b. Identification of products.
c. Fabrication and installation drawings.
d. Shopwork manufacturing instructions.
e. Templates and patterns.
f. Schedules.
g. Design calculations.
h. Compliance with specified standards.
i. Notation of coordination requirements.
j. Notation of dimensions established by field measurement.
k. Relationship to adjoining construction clearly indicated.
l. Seal and signature of professional engineer if specified.

2. Submit in PDF format.

D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.

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1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:

    a. Generic description of Sample.
    b. Product name and name of manufacturer.
    c. Sample source.
    d. Number and title of appropriate Specification Section.

3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.

    a. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Owner.

4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.

        1) Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Landscape Architect will return submittal with options selected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

    a. Number of Samples: Submit two sets of Samples. Landscape Architect will retain one Sample set; other set will be provided to Owner.

        1) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.

E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:

1. Type of product. Include unique identifier for each product.
2. Number and name of room or space.
3. Location within room or space.
4. Mark up and retain one returned copy as a Project Record Document.

F. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation" for Construction Manager's action.

G. Submittals Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

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H. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."

I. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

J. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:

1. Name, address, and telephone number of entity performing subcontract or supplying products.
2. Number and title of related Specification Section(s) covered by subcontract.
3. Drawing number and detail references, as appropriate, covered by subcontract.
4. Number of Copies: Submit PDF copy of subcontractor list, unless otherwise indicated.

a. Mark up and retain one returned copy as a Project Record Document.

2.2 INFORMATIONAL SUBMITTALS

A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit PDF of each submittal, unless otherwise indicated.
2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."

B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."

C. Contractor's Construction Schedule: Comply with requirements specified in Division 01 Section "Construction Progress Documentation."

D. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.

E. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

F. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.

G. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.

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H. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.

I. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

J. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.

K. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.

L. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:

1. Name of evaluation organization.
2. Date of evaluation.
3. Time period when report is in effect.
4. Product and manufacturers' names.
5. Description of product.
6. Test procedures and results.
7. Limitations of use.

M. Schedule of Tests and Inspections: Comply with requirements specified in Division 01 Section "Quality Requirements."

N. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.

O. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.

P. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.

Q. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."

R. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

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S. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

T. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address, and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

U. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

V. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Landscape Architect, except as required in "Action Submittals" Article.

2.3 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Landscape Architect.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit PDF of a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.

1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.

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PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Landscape Architect.

B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

A. General: Landscape Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

B. Action Submittals: Landscape Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Landscape Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:

C. Informational Submittals: Landscape Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Landscape Architect will forward each submittal to appropriate party.

D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.

E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.

1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality-assurance and -control services required by Landscape Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:

1. Division 01 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
2. Division 01 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Landscape Architect.

C. Mockups: Full-size, physical assemblies that are constructed on-site. Mockups are used to verify selections made under sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or

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operation; they are not Samples. Approved mockups establish the standard by which the Work will be judged.

D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.

F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.

G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Landscape Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Landscape Architect for a decision before proceeding.

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1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.
8. Requirements for obtaining samples.
9. Unique characteristics of each quality-control service.

C. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

D. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

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D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:

a. Provide test specimens representative of proposed products and construction.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Landscape Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

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J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Landscape Architect.
2. Notify Landscape Architect seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Landscape Architect's approval of mockups before starting work, fabrication, or construction.

   a. Allow seven days for initial review and each re-review of each mockup.

5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.

   a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 01 Section "Submittal Procedures."

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D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Landscape Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Landscape Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to Owner, Landscape Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

1.8 SPECIAL TESTS AND INSPECTIONS

A. Special Tests and Inspections: Owner will engage a qualified testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner, and as follows:

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1. Verifying that manufacturer maintains detailed fabrication and quality-control procedures and reviewing the completeness and adequacy of those procedures to perform the Work.
2. Notifying Landscape Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
3. Submitting a certified written report of each test, inspection, and similar quality-control service to Landscape Architect with copy to Contractor and to authorities having jurisdiction.
4. Submitting a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
5. Interpreting tests and inspections and stating in each report whether tested and inspected work complies with or deviates from the Contract Documents.
6. Retesting and reinspecting corrected work.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 ACCEPTABLE TESTING AGENCIES

A. Ravi Engineering & Land Surveying, P.C.

B. SJB / Empire GEO Services, Inc.

C. Atlantic Testing Laboratories.

3.2 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Landscape Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Landscape Architect's reference during normal working hours.

3.3 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

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C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

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SECTION 015000 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for temporary utilities, support facilities, and security and protection facilities.

B. Related Sections include the following:

1. Division 01 Section "Summary" for limitations on utility interruptions and other work restrictions.
2. Division 01 Section "Submittal Procedures" for procedures for submitting copies of implementation and termination schedule and utility reports.
3. Division 01 Section "Execution" for progress cleaning requirements.

1.3 USE CHARGES

A. General: Cost or use charges for temporary facilities shall be included in the Contract Sum. Allow other entities to use temporary services and facilities without cost, including, but not limited to, **Owner's construction forces, Landscape Architect, Architect, Engineer, occupants of Project,** testing agencies, and authorities having jurisdiction.

B. Sewer Service: Sewer from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

C. Water Service: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

D. Electric Power Service: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 SUBMITTALS

A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.

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1.5 QUALITY ASSURANCE

A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.

B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

1.6 PROJECT CONDITIONS

A. Temporary Use of Permanent Facilities: Installer of each permanent service shall assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.

PART 2 - PRODUCTS

2.1 MATERIALS

A. As indicated on Drawings

B. Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.76-mm-) thick, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts**, with 1-5/8-inch- (42-mm-) OD top rails**.

C. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 9-gage, galvanized steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide **galvanized steel** bases for supporting posts.

2.2 TEMPORARY FACILITIES

A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.

PART 3 - EXECUTION

3.1 INSTALLATION, GENERAL

A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

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3.2 TEMPORARY UTILITY INSTALLATION

A. General: Install temporary service or connect to existing service.

1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Sewers and Drainage: Provide temporary utilities to remove effluent lawfully.

C. Water Service: Use of Owner's existing water service facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

1. Where installations below an outlet might be damaged by spillage or leakage, provide a drip pan of suitable size to minimize water damage. Drain accumulated water promptly from pans.

D. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.

1. Toilets: Use of Owner's existing toilet facilities will be permitted, as long as facilities are cleaned and maintained in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.

E. Electric Power Service: Use of Owner's existing electric power service will be permitted, as long as equipment is maintained in a condition acceptable to Owner.

F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.

1. Connect temporary service to Owner's existing power source, as directed by Owner.

G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.

3.3 SUPPORT FACILITIES INSTALLATION

A. General: Comply with the following:

B. Temporary Roads and Paved Areas: Construct and maintain temporary roads and paved areas adequate for construction operations. Locate temporary roads and paved areas **as indicated** on Drawings. Where applicable, locate temporary roads and paved areas in same location as permanent roads and paved areas. Extend temporary roads and paved areas, within construction limits indicated, as necessary for construction operations.

1. Provide dust-control treatment that is nonpolluting and nontracking. Reapply treatment as required to minimize dust.
2. Coordinate elevations of temporary roads and paved areas with permanent roads and paved areas.

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3. Prepare subgrade and install subbase and base for temporary roads and paved areas according to Division 31 Section "Earth Moving."
4. Recondition base after temporary use, including removing contaminated material, regrading, proofrolling, compacting, and testing.

C. Traffic Controls: Comply with requirements of authorities having jurisdiction.

1. Protect existing site improvements to remain including curbs, pavement, and utilities.
2. Maintain access for fire-fighting equipment and access to fire hydrants.

D. Parking: **Use designated areas of Owner's existing** parking areas for construction personnel.

E. Dewatering Facilities and Drains: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

1. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties nor endanger permanent Work or temporary facilities.
2. Remove snow and ice as required to minimize accumulations.

F. Temporary Signs: Install signs where indicated to inform public and individuals seeking entrance to Project. Unauthorized signs are not permitted.

1. Provide temporary, directional signs for construction personnel and visitors.
2. Maintain and touchup signs so they are legible at all times.

G. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with Division 01 Section "Execution" for progress cleaning requirements.

H. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.

1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.

3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

1. Comply with work restrictions specified in Division 01 Section "Summary."

B. Temporary Erosion and Sedimentation Control: Comply with requirements specified in Division 31 Section "Temporary Erosion and Sedimentation Control."

C. Stormwater Control: Comply with authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.

D. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.

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E. Security Enclosure and Lockup: Install substantial temporary enclosure around partially completed areas of construction. Provide lockable entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

F. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

3.5 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.

B. Maintenance: Maintain facilities in good operating condition until removal.

C. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
3. At Substantial Completion, clean and renovate permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

END OF SECTION 015000

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SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products.

B. Related Sections include the following:

1. Division 01 Section "Alternates" for products selected under an alternate.
2. Division 01 Section "Closeout Procedures" for submitting warranties for Contract closeout.
3. Project Drawings

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

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

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

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1.4 SUBMITTALS

A. Product List: Submit a list, in tabular from, showing specified products. Include generic names of products required. Include manufacturer's name and proprietary product names for each product.

1. Coordinate product list with Contractor's Construction Schedule and the Submittals Schedule.

2. Form: Tabulate information for each product under the following column headings:

a. Specification Section number and title.
b. Generic name used in the Contract Documents.
c. Proprietary name, model number, and similar designations.
d. Manufacturer's name and address.
e. Supplier's name and address.
f. Installer's name and address.
g. Projected delivery date or time span of delivery period.
h. Identification of items that require early submittal approval for scheduled delivery date.

3. Initial Submittal: Within 30 days after date of commencement of the Work, submit PDF of initial product list. Include a written explanation for omissions of data and for variations from Contract requirements.
4. Completed List: Within 60 days after date of commencement of the Work, submit PDF of completed product list. Include a written explanation for omissions of data and for variations from Contract requirements.
5. Landscape Architect's Action: Landscape Architect will respond in writing to Contractor within 15 days of receipt of completed product list. Landscape Architect's response will include a list of unacceptable product selections and a brief explanation of reasons for this action. Landscape Architect's response, or lack of response, does not constitute a waiver of requirement to comply with the Contract Documents.

B. Substitution Requests: Submit each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Documentation: Show compliance with requirements for substitutions and the following, as applicable:

a. Statement indicating why specified material or product cannot be provided.
b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
e. Samples, where applicable or requested.
f. List of similar installations for completed projects with project names and addresses and names and addresses of Landscape Architects and owners.

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g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
j. Cost information, including a proposal of change, if any, in the Contract Sum.
k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

2. Landscape Architect's Action: If necessary, Landscape Architect will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Landscape Architect will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.

a. Form of Acceptance: Change Order.
b. Use product specified if Landscape Architect cannot make a decision on use of a proposed substitution within time allocated.

C. Comparable Product Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

D. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
2. If a dispute arises between contractors over concurrently selectable but incompatible products, Landscape Architect will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:

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1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.

1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
2. Specified Form: When specified forms are included with the Specifications, prepare a written document using appropriate form properly executed.
3. Refer to Divisions 02 through 49 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

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PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
4. Where products are accompanied by the term "as selected," Landscape Architect will make selection.
5. Where products are accompanied by the term "match sample," sample to be matched is Landscape Architect's.
6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.

7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Product: Where Specifications name a single product and manufacturer, provide the named product that complies with requirements.
2. Manufacturer/Source: Where Specifications name a single manufacturer or source, provide a product by the named manufacturer or source that complies with requirements.
3. Available Products: Where Specifications include a list of names of both products and manufacturers, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
4. Available Manufacturers: Where Specifications include a list of manufacturers, provide a product by one of the manufacturers listed, or an unnamed manufacturer, that complies with requirements. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product.
5. Product Options: Where Specifications indicate that sizes, profiles, and dimensional requirements on Drawings are based on a specific product or system, provide the specified product or system. Comply with provisions in Part 2 "Product Substitutions" Article for consideration of an unnamed product or system.
6. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.
7. Visual Matching Specification: Where Specifications require matching an established Sample, select a product that complies with requirements and matches Landscape Architect's sample. Landscape Architect's decision will be final on whether a proposed product matches.

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a. If no product available within specified category matches and complies with other specified requirements, comply with provisions in Part 2 "Product Substitutions" Article for proposal of product.

8. Visual Selection Specification: Where Specifications include the phrase "as selected from manufacturer's colors, patterns, textures" or a similar phrase, select a product that complies with other specified requirements.

a. Standard Range: Where Specifications include the phrase "standard range of colors, patterns, textures" or similar phrase, Landscape Architect will select color, pattern, density, or texture from manufacturer's product line that does not include premium items.
b. Full Range: Where Specifications include the phrase "full range of colors, patterns, textures" or similar phrase, Landscape Architect will select color, pattern, density, or texture from manufacturer's product line that includes both standard and premium items.

2.2 PRODUCT SUBSTITUTIONS

A. Timing: Landscape Architect will consider requests for substitution if received within 30 days after the Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Landscape Architect.

B. Conditions: Landscape Architect will consider Contractor's request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Landscape Architect will return requests without action, except to record noncompliance with these requirements:

1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner's additional responsibilities may include compensation to Landscape Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
2. Requested substitution does not require extensive revisions to the Contract Documents.
3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
4. Substitution request is fully documented and properly submitted.
5. Requested substitution will not adversely affect Contractor's Construction Schedule.
6. Requested substitution has received necessary approvals of authorities having jurisdiction.
7. Requested substitution is compatible with other portions of the Work.
8. Requested substitution has been coordinated with other portions of the Work.
9. Requested substitution provides specified warranty.
10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.3 COMPARABLE PRODUCTS

A. Conditions: Landscape Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Landscape Architect will return requests without action, except to record noncompliance with these requirements:

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1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of Landscape Architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

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SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Progress cleaning.
5. Starting and adjusting.
6. Protection of installed construction.
7. Correction of the Work.

B. Related Sections include the following:

1. Division 01 Section "Project Management and Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 01 Section "Submittal Procedures" for submitting surveys.
3. Division 01 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
4. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

1. Qualification Data: For land surveyor.
2. Certificates: Submit certificate signed by land surveyor certifying that location and elevation of improvements comply with requirements.

B. Landfill Receipts: Submit copy of receipts issued by a landfill facility, licensed to accept hazardous materials, for hazardous waste disposal.

1.4 QUALITY ASSURANCE

A. Land Surveyor Qualifications: A professional land surveyor who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing land-surveying services of the kind indicated.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

a. Description of the Work.
b. List of detrimental conditions, including substrates.
c. List of unacceptable installation tolerances.
d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

1. Existing Utility Information: Furnish information to local utility that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.

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B. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

D. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Landscape Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Landscape Architect promptly.

1. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
2. Establish benchmarks and control points to set lines and levels at each story of construction and elsewhere as needed to locate each element of Project.
3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
4. Inform installers of lines and levels to which they must comply.
5. Check the location, level and plumb, of every major element as the Work progresses.
6. Notify Landscape Architect when deviations from required lines and levels exceed allowable tolerances.
7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.

B. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Landscape Architect.

3.4 FIELD ENGINEERING

A. Identification: Owner will identify existing benchmarks, control points, and property corners.

B. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.

1. Do not change or relocate existing benchmarks or control points without prior written approval of Landscape Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Landscape Architect before proceeding.

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2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
3. Benchmarks: Establish and maintain a minimum of two permanent benchmarks on Project site, referenced to data established by survey control points. Comply with authorities having jurisdiction for type and size of benchmark.
4. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
5. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
6. Remove temporary reference points when no longer needed. Restore marked construction to its original condition.

C. Certified Survey: On completion of foundation walls, major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and sitework.

3.5 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Landscape Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

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I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.6 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

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3.7 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 01 Section "Quality Requirements."

3.8 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.9 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 01 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 017300

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SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:
   1. Divisions 2 through 49 Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

1.3 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Landscape Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.5 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

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PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections.

B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

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1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. **Concrete**: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.

D. Cleaning: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION 017329

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SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Final cleaning.

B. Related Sections include the following:

1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
2. Division 01 Section "Execution" for progress cleaning of Project site.
3. Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
4. Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Complete startup testing of systems.
8. Submit test/adjust/balance records.
9. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.

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10. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
11. Complete final cleaning requirements, including touchup painting.
12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Landscape Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Landscape Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Landscape Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
2. Submit certified copy of Landscape Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Landscape Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Submit pest-control final inspection report and warranty.
5. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Landscape Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Landscape Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit PDF of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

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1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Landscape Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Partial Occupancy: Submit properly executed warranties within **15** days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.

C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.

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b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
d. Remove tools, construction equipment, machinery, and surplus material from Project site.
e. Remove snow and ice to provide safe access to building.
f. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
g. Remove labels that are not permanent.
h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
i. Replace parts subject to unusual operating conditions.
j. Leave Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid Project of rodents, insects, and other pests. Prepare a report.

D. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

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SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. Related Sections include the following:

1. Division 01 Section "Closeout Procedures" for general closeout procedures.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit PDF of marked-up Record Prints.

B. Record Specifications: Submit PDF of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit PDF of each Product Data submittal.

1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether

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individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an understandable drawing technique.
c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping.
f. Changes made by Change Order or Work Change Directive.
g. Changes made following Landscape Architect's written orders.
h. Details not on the original Contract Drawings.
i. Field records for variable and concealed conditions.
j. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Landscape Architect determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
2. Consult Landscape Architect for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record PDFs: Organize Record PDFs into manageable sets. Include identification on cover sheets.
2. Identification: As follows:

a. Project name.
b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Landscape Architect.

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e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.

3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Landscape Architect's reference during normal working hours.

END OF SECTION 017839