



**TOWN OF YORKTOWN**  
**BID AND SPECIFICATIONS**  
**JOHN C. HART MEMORIAL LIBRARY**  
**BATHROOM RENOVATIONS**

**Michael Grace**  
**Town Supervisor**

**Michael Quinn, P.E.**  
**Town Engineer**

**Pat Hallinan**  
**Library Director**

**Dated: December 2017**

**INVITATION TO BID  
JOHN C. HART MEMORIAL LIBRARY  
BATHROOM RENOVATIONS  
TOWN OF YORKTOWN**

Sealed proposals will be received by the **Town Clerk** of the Town of Yorktown, Westchester County, New York, at the **Town Hall, 363 Underhill Avenue, Yorktown Heights, New York, until 11:00 A.M., on Monday, February 5, 2018 for the Bathroom Renovations at the John C Hart Memorial Library.**

The bidder assumes the risk of any delay in the mail or in the handling of mail by the employees of the Town of Yorktown. Whether sent by mail or means of personal delivery, the bidder assumes the responsibility for having bids in on the time and the place specified above.

**A pre-bid meeting will be held at the site (John C. Hart Memorial Library, 1130 East Main Street, Shrub Oak, NY 1088) on Thursday, January 11, 2018 at 10:00 A.M.**

The Town of Yorktown reserves the right to waive any informalities in the bids, to reject any or all bids and reserves the right to accept that bid which it deems most favorable to **the interests of the Town of Yorktown.** **No bidder may withdraw his bid within sixty (60) days** after the actual date of the opening thereof.

Specifications and standard proposals for the bid may be obtained at the office of the Town Clerk at said Town Hall.

Bid documents may also be obtained on the Town of Yorktown's website at [www.yorktownny.org](http://www.yorktownny.org) and [www.EmpireStateBidSystem.com](http://www.EmpireStateBidSystem.com).

All questions shall be submitted in writing to the Town Clerk at 363 Underhill Avenue, Yorktown Heights, NY 10598; email [dquast@yorktownny.org](mailto:dquast@yorktownny.org). The subject heading for all e-mails shall be:

**Subject: Bathroom Renovations at the John C. Hart Memorial Library**

No response will be given to questions received less than seven (7) calendar days before the Bid opening date.

If mailed, sealed proposals must be addressed in care of the Town Clerk at the above address.

A submitted bid will consist of the following:

1. One original completed **Bid Proposal Form**, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions taken by Bidder; and
2. A signed and notarized Non-Collusive Bidding Certificate.

Diana L. Quast  
Town Clerk

**Dated: December 2017**

**TOWN OF YORKTOWN  
SERVICES AND PUBLIC WORKS CONTRACTS BID  
INSTRUCTIONS TO BIDDERS**

**NOTICE IS HERE GIVEN** that sealed bids will be received by the Town Clerk, Town of Yorktown, Yorktown, NY **until 11:00 A.M. on Monday, February 5, 2018** at Town Hall, 363 Underhill Avenue, Yorktown Heights, N.Y. 10598 for **Bathroom Renovations at the John C. Hart Memorial Library**. Copies of the Bid Documents will be available in the office of the Town of Yorktown Town Clerk located at 363 Underhill Avenue, Yorktown Heights, NY 10598. A completed Bid Proposal Form must be returned to the Town Clerk, 363 Underhill Avenue, Yorktown Heights, NY 10598, marked: **“Bid: Bathroom Renovations at the John C. Hart Memorial Library.”**

The Bid Documents consists of the following documents:

1. **Instructions to Bidders**
2. **Part One** Bid Proposal Form
3. **Part Two** General Terms and Conditions of Bid
4. **Part Three** Specifications
5. **Part Four** Addenda, if any
6. **Non-Collusive Bidding Certificate**

Wherever in the Bid Documents any section or paragraph is stamped "VOID", only the section(s) or paragraph(s) so stamped are void. All other sections(s) and paragraph(s) remain in full force and effect.

A submitted bid will consist of

1. one original completed **Bid Proposal Form**, signed on behalf of Bidder with information for all blanks supplied, and a detailed listing of any exceptions taken by Bidder; and
2. a signed and notarized Non-Collusive Bidding Certificate.

Diana L. Quast  
Town Clerk  
Town of Yorktown

**TOWN OF YORKTOWN  
SERVICES AND PUBLIC WORKS CONTRACTS BID**

**PART ONE**

**BID PROPOSAL FORM**

The Town of Yorktown seeks bids from qualified parties for:

**Bathroom Renovations at the John C. Hart Memorial Library**

BIDDER'S OFFICIAL CORPORATE NAME (required, if bidder is a corporation):

\_\_\_\_\_

BIDDER'S D/B/A NAME (if any) \_\_\_\_\_

|                            | Item Description              |  | Quantity | Unit     | Unit Cost | Total Cost |
|----------------------------|-------------------------------|--|----------|----------|-----------|------------|
| 1                          | Base Bid                      | All work as per the Contract Documents                                   | 1        | Lump Sum |           |            |
| 2                          | Bid Alternate #1              | Furnish & install full height wall tile in three (3) Bathrooms           | 1        | Lump Sum |           |            |
| 3                          | Bid Alternate #2              | Remove & replace floor tile in entry hallway, approx 120 sf              | 120      | Sq feet  |           |            |
| 4                          | Bid Alternate #3              | Remove wall covering in entry hallway, prep walls & paint per Spec 09900 | 1        | Lump Sum |           |            |
| 5                          | Miscellaneous Additional Work | Funds shall only be spent upon written directive of the Town             | 1        | Lump Sum | \$15,000  | \$15,000   |
| <b>TOTAL AMOUNT OF BID</b> |                               |  |          |          |           |            |

|                             |
|-----------------------------|
| <b>Bid Amount in Words:</b> |
| _____                       |
| _____                       |

The bid price(s) set forth above shall remain valid for sixty (60) days from the date of bid opening.

**Prices in the bid must cover all of bidder's costs. There shall be no additional charges to the Town for delivery, training, set-up, etc.**

## **DESCRIPTION OF BID ALTERNATES & MISCELLANEOUS ADDITIONAL WORK**

### **Bid Alternate #1**

Furnish and install full height wall tile in three bathrooms: men's room, women's room, family bathroom. Note: the contract plans call for wainscot tile (5 feet above finish floor), in this Bid Alternate the Contractor shall provide a price to provide full height wall tile, material to be as specified in Spec. 09300. The Finish Schedule shown on Drawing A-101 shall be modified so that painting of the top section of walls will no longer be required.

### **Bid Alternate #2**

Remove and replace floor tile in the hall entry to the men's room and women's room, approximately 120 square feet of floor area. The existing floor covering in this area is 2x2 ceramic tile and was shown on the contract plans to remain. In this Bid Alternate the Contractor shall provide a price to remove floor tile down to the concrete slab, prepare floor with leveling substrate, cement board and thinset as required; and furnish/install new tile as specified in Spec. 09300. The Finish Schedule shown on Drawing A-101 shall be modified to include the entry hall and shall include the furnishing/installation of wall base and flush marble saddles where required.

### **Bid Alternate #3**

Remove wall covering in entry hallway to the men's room and women's room, approximately 300 square feet of surface area. Patch any damage to gypsum wallboard and prepare walls with skim coat. Walls shall be painted as specified in Spec. 09900 (minimum of one prime coat and two finish coats).

### **Miscellaneous Additional Work**

The Miscellaneous Additional Work Allowance is solely for the use of the Town to cover unanticipated costs. Funds shall be spent only upon the written directive of the Town Representative.

Any unanticipated work not covered in the base scope of work for this project should be brought to the attention of the Town Representative as soon as possible, but no later than seven (7) days from the date of occurrence or identification. When requested the Contractor shall provide the Town with an estimate of the labor, equipment and/or material cost of additional work. Only when the Town approves the additional work in writing, shall actual repairs be made. In the event the Contractor and Town do not agree on the cost of additional work, the Town shall direct the work be done on Time and Materials, and payment shall be based on the Contractor's actual costs plus twenty (20) percent for overhead and profit shall be allowed.

If an outside vendor /or sub-contractor is brought in for specialized equipment service, the Contractor shall be reimbursed on the vendor's invoice plus ten (10%) for overhead and profit. The Contractor must obtain prior approval from the Town for bringing in outside vendors or subcontractor's service.

Name of person authorized to submit bid for bidder:

\_\_\_\_\_

Signed: \_\_\_\_\_

[Signature of authorized person, if not a corporate officer attach corporate resolution authorizing submission of bid.]

TITLE of authorized person: \_\_\_\_\_

BIDDER'S CORPORATE NAME:

\_\_\_\_\_

BIDDER CONTACT INFORMATION:

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

Address: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_ @ \_\_\_\_\_

-END OF BID PROPOSAL FORM -

**TOWN OF YORKTOWN  
SERVICES AND PUBLIC WORKS CONTRACTS BID**

**PART TWO**

**General Terms and Conditions of Bid**

| <b><u>Section Numbers</u></b> | <b><u>Heading</u></b>   |
|-------------------------------|---|
| Section 1.                    | Bid Proposal Form   |
| Section 2.                    | Pre-Bid Site Inspection   |
| Section 3.                    | Quality and Samples   |
| Section 4.                    | Request for information and/or clarification of the Bid Documents       |
| Section 5.                    | Non-Collusion   |
| Section 6.                    | Late Bids   |
| Section 7.                    | Bid Opening   |
| Section 8.                    | Acceptance and Rejection  |
| Section 9.                    | Appeal of Determination of Non-Responsiveness and<br>Non-Responsibility |
| Section 10.                   | Award   |
| Section 11.                   | Notice of Award   |
| Section 12.                   | Performance And Payment Bond  |
| Section 13.                   | Assignment Prohibited   |
| Section 14.                   | Special Requirements  |
| Section 15.                   | Purchase of Additional Quantities of Bid Items                          |
| Section 16.                   | Contractor's Subcontracts and Material Lists                            |
| Section 17.                   | Representative Always Present   |
| Section 18.                   | Performance   |
| Section 19.                   | Insurance Requirements  |
| Section 20.                   | Indemnification   |



| <b><u>Section Numbers</u></b> | <b><u>Heading</u></b>                                    |
|-------------------------------|--|
| Section 21.                   | Delivery Point   |
| Section 22.                   | Date of Delivery   |
| Section 23.                   | Damages  |
| Section 24.                   | Warranty/Guarantee                                       |
| Section 25.                   | Breach of Contract/Termination                           |
| Section 26.                   | Prevailing Wage Rates and Supplements                    |
| Section 27.                   | Estimates and Payments                                   |
| Section 28.                   | Payments to Subcontractors and Materialmen by Contractor |
| Section 29.                   | Change in Contract Price                                 |
| Section 30.                   | Proper Method of Work and Materials                      |
| Section 31.                   | Utilities and Service Lines                              |
| Section 32.                   | Protection, Existing Structures                          |
| Section 33.                   | Acceleration of the Work                                 |
| Section 34.                   | Stopping Work  |
| Section 35.                   | Change in the Contract Time                              |
| Section 36.                   | Disputed Work – Notice of Claims For Damages             |

**Section 1. Bid Proposal Form**

- 1.1** The bidder shall complete the Bid Proposal Form by filling in the unit price and the total price in the appropriate designated spaces. Unit price and total price of each item bid shall be written legibly in ink, or typed. All bids shall be signed in ink. Any erasures or alterations shall be initialed in ink by the signer. The completed Bid Proposal Form shall be submitted, along with any documentation in support of the bid proposal if required by the Bid Documents, in a sealed envelope addressed as required in the Invitation to Bidders on or before the time and at the place so designated. Any Bid Proposal Form which has been materially altered in any way may render the bid nonresponsive and the bid rejected.
- 1.2** In the event of a discrepancy between the unit price and the total price of the Bid Proposal Form, the unit price will prevail. In the event of a discrepancy between the written bid amount and the numerical bid amount, the written amount will take precedence and be controlling as to the amount of the Bid. All items not bid shall be indicated as “not bid” in the total price space. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. Any bidder desiring to bid “no charge” on an item in a group must so indicate.
- 1.3** Failure to comply with the provisions of this section may be grounds for rejection of the bid proposal.
- 1.4** Correction or withdrawal of a bid because of an inadvertent, non-judgmental mistake in the Bid Proposal Form requires careful consideration to protect the integrity of the competitive bidding process, and to ensure fairness. If the mistake is attributable to an error in judgment, the Bid Proposal Form may not be corrected. Bid correction or withdrawal by reason of the non-judgmental mistake is permissible at the sole discretion of the Town Clerk, but only to the extent that it is not contrary to the interests of the Town or the fair treatment of other bidders.
- 1.5** By signing the Bid Proposal Form, the bidder certifies that:

  - i.** the person whose signature appears below is legally empowered to bind the bidder;
  - ii.** the bidder has read the complete Bid Documents and understands and agrees to all terms and conditions set forth in the Bid Documents;
  - iii.** if accepted by the Town, the bid is guaranteed as written and will be implemented as stated;
  - iv.** By submission of the 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 to the best of its knowledge and belief that each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.<sup>1</sup>

- 1.6 The bidder understands and agrees that quantities shown on the Bid Proposal Form opposite items of the work for which unit prices have been requested are approximate estimated quantities, and that during the progress of the work the Town may find it advisable and shall have the right to omit portions of the work, and to increase or decrease the shown approximate estimated quantities, or the scope of the whole work; and that the Town reserves the right to add to or take from the total amount of the work up to a limit of thirty (30%) percent of the total amount of the contract based upon the executed contract price for all the specified work.
- 1.7 The bidder shall make no claim for anticipated profits or loss of profits, because of any difference between the quantities of the various classes of work actually done, or of the materials actually furnished, and the original specified scope of work and the shown approximate estimated quantities.
- 1.8 All prices bid include a sum sufficient for the preparation and submission of approved final “As-builts”, record drawings, guarantees, warranties, and operations and maintenance manuals.
- 1.9 All plans and other like records compiled by the contractor in completing the work under this contract shall become the property of the Town. The Contractor may retain copies of each such plan or record for its own use.
- 1.10 The contractor shall secure and pay for all necessary permits for the proper executing and completion of work.
- 1.11 The Town is exempt from all federal, state and local taxes.

## **Section 2. Pre-Bid Site Inspection**

- 2.1 The bidder shall satisfy itself by personal examination of the location of the proposed work and surroundings thereof, and by such other means as it may prefer, as to the scope of the work and the accuracy of the approximate estimated quantities; and shall not at any time after submission of the bid dispute such approximate estimated quantities or assert that there was any misrepresentation by the Town or any misunderstanding by the bidder in regard to the quantity or kind of materials to be furnished, or work to be done. Failure to do so will not relieve a successful bidder contractor (“contractor”) of the obligation to furnish all

---

<sup>1</sup> List found at <http://ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

material and labor necessary to carry out the provisions of the contract documents and to complete the contemplated work for the consideration set forth in its bid.

- 2.2 Unless otherwise stated, the bidder is free and encouraged to examine the work site during normal work hours preceding the submission of the bid. For those bidders requesting further clarification of the conditions, an appointment with the Town's representative, can be requested, by contacting the, Town Clerk.
- 2.3 At the time of the opening of bids each bidder will be presumed to have inspected the sites and to have read and to be thoroughly familiar with the Bid Documents.

**Section 3. Quality and Samples**

- 3.1 All equipment, material and supplies bid upon must conform to the description and specifications set forth in the in the Bid Documents, or their reasonable equivalent.
- 3.2 References in the Bid Documents to type, style, brand or trade name, and catalog are intended to be descriptive only and not restrictive.

**Section 4. Request for information or interpretation and/or clarification of the Bid Documents**

- 4.1 The bidder shall have seven (7) business days prior to the bid opening date to notify the Town Clerk in writing of any errors or defects in the Bid Documents which would prevent the bidder from providing a responsive bid.
- 4.2 No interpretation of the Bid Documents will be made to any bidder orally by any representative of the Town.
- 4.3 Any request for information or interpretation and/or clarification of the Bid Documents must be addressed in writing to Diana Quast, Yorktown Town Clerk, 363 Underhill Avenue, Yorktown Height, NY 10598, and be submitted not later than five (5) business days prior to the date fixed for the opening of bids.
- 4.4 Any written response to a request for information or interpretation and/or clarification of the Bid Documents shall be issued by Town Clerk and will be incorporated into and made part of the Bid Documents and will be made available in the same manner and method as the Bid Documents. The Town Clerk's decision shall be final and binding on all parties. The failure of any bidder to receive such Addenda will not relieve the contractor of any obligation to comply with the terms and conditions of the Addenda.
- 4.5 The Bid Documents, including the drawings, Bid Documents, have been prepared with care and are intended to show as clearly as is practicable the work required to be done. The bidder must realize however, that construction details cannot always be accurately anticipated and that in executing the work, field conditions may require reasonable modifications in the details of the plans and

quantities of work involved. Work under all items in the contract must be carried out to meet these field conditions to the satisfaction of the Town and in accordance with the Bid Documents. The bidder shall not take advantage of any apparent errors or omission in the Bid Documents. In the event the contractor discovers an error or omission in the Bid Documents, it shall immediately notify the Town. The Town will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the Bid Documents.

- 4.6 A bidder's failure to request a clarification, interpretation, etc. of any portion of the Bid Documents or to point out any inconsistency therein will preclude such bidder from thereafter claiming any ambiguity, inconsistency, or error which should have been discovered by a reasonably prudent bidder and from asserting any claim for damages arising directly or indirectly therefrom.

**Section 5. Non-Collusion**

- 5.1 The bidder shall certify that it has complied with all of the requirements stated in the non-collusive bidding certificate by signing the form included in the Bid Documents. Failure by the bidder to complete and sign the non-collusive bidding certificate will constitute grounds for rejection of the bid.

**Section 6. Late Bids**

- 6.1 All bids received after the deadline date and time stated in the Instructions to Bidders will not be considered and will be returned to the bidder unopened. The bidder assumes the risk of any delay in the mail and the handling of the mail by the employees of the Town. Whether sent by mail or by means of personal delivery, the bidder assumes all responsibility for having the bid delivered on time and to the place specified above.

**Section 7. Bid Opening**

- 7.1 Sealed bids will be publicly opened on the date and time specified in the Instructions to Bidders. Bids may be read aloud to those persons present when practicable. Any bidder may request to review any submitted Bid Proposal Forms by arranging a mutually convenient time with the Town Clerk.
- 7.2 The prices stated in the Bid Proposal Form are irrevocable until the Notice of Award is issued, unless the bid is withdrawn only after the expiration of sixty (60) days from the bid opening and only in writing received by the Town Clerk and in advance of the issuance of the Notice of Award.

**Section 8. Acceptance or Rejection**

- 8.1 A responsive bid is one that complies with all material terms and conditions of the Bid Documents.
- 8.2 If the lowest price bid or proposal is found non-responsive, a determination

setting in detail and with specificity the reasons for such finding shall be issued by the Town Clerk. A copy of such determination shall be mailed to the non-responsive bidder no later than two (2) business days after the determination is made.

- 8.3** The Town reserves the sole right to waive any informality that is a matter of form rather than substance without prejudice to other bidders and what is in the best interests of the Town. The Town's decision shall be final and binding.
- 8.4** Any corporation not incorporated under the Laws of New York State, must furnish a copy of its certificate of authority, from the New York State Secretary of State, to do business in the State of New York, in accordance with Article 13 of the New York State Business Corporation Law.
- 8.5** The Town will consider the qualifications of all bidders and may conduct such investigation as it deems necessary to assist in the evaluation of any bid. The Town reserves the right to reject any bid if the evidence submitted by, or the investigation of such bidder fails to satisfy the Town, in the Town's sole discretion, that it is properly qualified to carry out the obligations of the contract and to complete the contemplated work. In evaluating a bidder's responsibility the Town may consider the following factors:
  - i.** financial resources;
  - ii.** technical qualifications;
  - iii.** experience;
  - iv.** organization, material, equipment, facilities, and personnel resources and expertise (or the ability to obtain them) necessary to carry out the work and to comply with required delivery or performance schedules, taking into consideration other business commitments;
  - v.** a satisfactory record of performance;
  - vi.** a satisfactory record of business integrity;
  - vii.** where the contract includes provisions for reimbursement of contractor costs, the existence of accounting and auditing procedures adequate to control property funds, or other assets, accurately delineate costs, and attribute them to their causes; and
  - viii.** compliance with requirements for the utilization of small, minority-owned, and women-owned businesses as subcontractors.
- 8.6** The Town reserves the right to require additional information as it deems appropriate concerning the history of any bidder's performance of prior contracts. The final determination of whether the bidder possesses the requisite experience

rests in the sole discretion of the Town. Failure of a bidder to provide relevant information specifically requested by the Town may be grounds for a determination of non-responsive and/or non-responsible.

**Section 9. Appeal of Determination of Non-Responsiveness or Non-Responsible**

- 9.1 Any determination that a bid is non-responsive or a bidder is non-responsible may be appealed as set forth herein.
- 9.2 Time Limit; A bidder shall have five (5) business days from receipt of the determination of non-responsiveness or non-responsible to file an appeal with the Town Clerk. Receipt of notice by the bidder shall be deemed to be no later than five (5) business days from the date of mailing or upon delivery, if delivered. Filing of the appeal shall be accomplished by actual delivery of the appeal document to the Town Clerk. The bidder shall also send a copy of its appeal, for informational purposes, to the Town Attorney.
- 9.3 Form and Content: The appeal shall be in writing and shall briefly state all the facts or other basis upon which the bidder contests the finding of non-responsiveness or non-responsible. Supporting documentation, if any, shall be included.
- 9.4 Stay of Award of Contract Pending. Award of the contract shall be stayed pending the determination of the Town Clerk unless the Town Clerk makes a determination that proceeding with the award without delay is necessary to protect substantial Town's interests. Where such a determination is made, the bidder shall be advised of this action in the determination of non-responsiveness or, if the stay is removed at any time after the bidder has been notified of determination of non-responsiveness or non-responsible, notification shall be provided to the bidder no later than two (2) business days after such determination is made. The Town Clerk shall consider the appeal, and may, in his or her sole discretion, meet with the bidder to discuss the merits of the appeal. The Town Clerk shall make a prompt determination with respect to the merits of the appeal, a copy of which shall be sent to the bidder. The Town Clerk's determination shall be final.

**Section 10. Award**

- 10.1 Town reserves the right to make an award within sixty (60) days after the date of the bid opening, during which period bids may not be withdrawn.
- 10.2 The Award will be made to the responsible and responsive bidder submitting the lowest bid that fully complies with all the specifications stated in the Bid documents.
- 10.3 Town reserves the right to reject all bids and to purchase any or all items on contracts awarded by agencies or departments of the State of New York or of the Town, if such items can be obtained on substantially the same terms, conditions,

specifications, and at a lower price.

**Section 11. Notice of Award**

- 11.1 If the bid is awarded by Town, a written Notice of Award will be issued by the Town Clerk to the contractor. Such Notice of Award will constitute a binding enforceable contract between the contractor and the Town of Yorktown. These General Terms and Conditions shall be incorporated into the contract as material terms.
- 11.2 The Town may issue a Notice of Award based on either Lowest Responsible Bid or Best Value, in accordance with the 2012 amendments to General Municipal Law § 103, as implemented by Yorktown Town Code Chapter 78 entitled *Procurement for Goods and Services*.
- 11.3 Upon receipt of the Notice of Award the contractor will be required to submit to the Town Clerk a completed W-9 form in addition to any other information or documents required by the Town. Failure to supply a completed W-9 form or such other information or documents required by the Town will invalidate the bid.

**Section 12. Performance And Payment Bond**

- 12.1 If a Performance and Payment bond is required in accordance with the Instruction to Bidders, the “Bid Bond and Consent of Surety” Form must be executed by the contractor’s Surety Company and submitted to the Town.

**Section 13. Assignment Prohibited**

- 13.1 The contractor shall not assign, transfer, convey or otherwise dispose of the contract or any part of it or any monies due and payable under the contract, without prior written approval of the Town. If such approvals are granted by the Town, they shall in no way relieve the contractor or from any obligations under the terms of the contract.

**Section 14. Special Requirements**

- 14.1 Special requirements for any bid may supersede and/or be added to any provision contained in these General Terms and Conditions.



**Section 15. Purchase of Additional Quantities of Bid Items**

- 15.1 The Town may purchase additional quantities of the bid items at any time during the contract period, for the same price and under the same terms and conditions as set in the Bid Proposal Form.

**Section 16. Contractor's Subcontracts And Material Lists**

- 16.1 Within fifteen (15) days after execution of the Contract, the contractor shall submit to the Town for approval a list of the subcontractors, materialmen and materials that the contractor plans to use in the performance of the work and statements of the work they are to perform. The format and content of the list shall be in accordance with directives from the Town. No part of the work may be sublet until after the contractor has received the Town's approval. The contractor shall be fully responsible for all acts and omissions of its subcontractors and persons directly or indirectly employed by them, and the Town's approval to sublet parts of the work will in no way relieve the contractor of any of its obligations under the Contract. All dealings of the Town with the subcontractors shall be through the contractor..
- 16.2 The contractor shall insert appropriate clauses in all subcontracts to bind the subcontractors to the contractor by all applicable provisions of the contract documents executed between the contractor and the Town, but this shall not be construed as creating any contractual relationships between subcontractors and the Town. Prior to approval of the subcontractors, the Town has the right to review and recommend changes in the subcontracts. The Town reserves the right to reject any subcontractor proposed by the contractor if in the reasonable opinion of the Town such subcontractor lacks the experience or capability to perform its subcontract work or is otherwise non-responsible.
- 16.3 The contractor shall insert appropriate clauses in each subcontract that require that if the contractor is terminated by the Town either for default or convenience that at the sole option of the Town the subcontract shall automatically attorn to the Town and the subcontractor shall continue without delay or interruption to fully perform all of the obligations required by its subcontract.

**Section 17. Representative Always Present**

- 17.1 The contractor in case of its absence from the work shall have a competent representative or foreman present, who shall obey without delay, all instructions of the Town in the prosecution and completion of the work in conformity with the contract, and shall have full authority to supply labor and material immediately.
- 17.2 The contractor, or its superintendent, shall attend job meetings with the Town for the purpose of discussing expedition, execution and coordination of the work. Job meetings will be scheduled periodically (the first to be prior to commencement of construction) at a time and place designated by the Town.

- 17.3 The contractor shall not commence any work prior to the first (pre-construction) meeting between the contractor, Town, and other concerned governmental and utility company representatives.

**Section 18. Performance**

- 18.1 All work performed and all materials furnished shall be in reasonably close conformity with the lines, grades, cross sections, dimensions and materials requirements, including tolerances, shown in the Bid Documents.
- 18.2 Plan dimensions and contract specification values are to be considered as the target value to be strived for and complied with as the design value from which any deviations are allowed. It is the intent of the specifications that the materials and workmanship shall be uniform in character and shall conform as nearly as realistically possible to the prescribed target value or to the middle portion of the tolerance range. The purpose of the tolerance range is to accommodate occasional minor variations from the median zone that are unavoidable for practical reasons. When a maximum or minimum value is specified, the production and processing of the material and the performance of the work shall be so controlled that material or work shall not be preponderantly of borderline quality or dimension.
- 18.3 Figured dimensions on the plans shall be given preference over scaled dimensions, but shall be checked by the contractor before starting construction. Information and data on the contract documents shall take precedence in the following order (1) Drawing; Details, Sections, Plans, Notes, General Notes, (2) Technical Specifications, (3) General Specifications. Any errors, omissions or discrepancies shall be brought to the attention of the Town whose decision thereon shall be final.
- 18.4 In the event that the Town determines that the materials or the finished product in which the materials used are not within reasonably close conformity with the Bid Documents but that reasonably acceptable work had been produced, the Town shall then make a determination if the work shall be accepted and remain in place. In this event, the Town will document the basis of acceptance by contract modification, subject to the approval of the Town Board, which will provide for an appropriate adjustment in the contract price for such work or materials as deems necessary.
- 18.5 In the event that the Town determines that the materials or the finished product in which the materials used are not within reasonably close conformity with the Bid Documents and have resulted in an inferior or unsatisfactory product, the work or materials shall be removed and replaced or otherwise corrected by and at the expense of the contractor.

18.6 All traffic control devices (signs, signals, markings, and devices placed by the authority of a public body or official having jurisdiction for the purpose of regulating, warning or guiding traffic) shall be in conformity with the latest edition of the New York State Manual of Uniform Traffic Control Devices or other such standard as directed by the Town.

18.7 Time being of the essence, the contractor shall take notice that the timely completion of the work called for under the contract is of the greatest importance. The contractor shall commence its work within ten (10) days after "Notice of Award" has been given it by the Town (unless a definite starting date is otherwise stated). Prior to commencing its work, the contractor shall notify the Town, at least forty-eight (48) hours prior to the planned date of its "start".

**Section 19. Insurance Requirements**

19.1 The contractor, upon award of the contract, shall provide at its own cost and expense the following insurance to the Town from insurance companies licensed in the State of New York, carrying a Best's financial rating of "A" or better, which insurance shall be evidenced by certificates and/or policies as determined by the Town.

19.2 Each certificate or policy shall require that, thirty (30) days prior to cancellation or material change in the policies, notice thereof shall be given to the Town Clerk by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the contractor and identify the contract number or description.

19.3 All policies and certificates of insurance shall be approved by the Town prior to the inception of any work.

- i. Workmen's Compensation: The contractor shall evidence compliance with Workers' Compensation Law, or as otherwise directed by the Town.
- ii. Commercial General Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.
- iii. Automobile Liability Insurance with minimum limits of liability per occurrence of \$1,000,000 with the Town named as an additional insured.
- iv. Additional insurance may be required on an individual basis for extra hazardous contracts and specific service agreements. If such additional insurance is required for a specific contract, that requirement will be described in the Special Requirements of the contract specifications.
- v. If any of the insurance requirements are not complied with at their renewal dates, payments to the contractor will be withheld until those requirements have been met, or at the option of the Town, the Town may

pay the Renewal Premium and withhold such payments from any monies due the contractor.

- vi. If at any time any of the foregoing policies shall be or become unsatisfactory to the Town, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Town, the contractor shall upon notice to that effect from the Town, promptly obtain a new policy, submit the same to the Town for approval and submit a certificate thereof as herein above provided. Upon failure of the contractor to furnish, deliver and maintain such insurance as above provided, the contract, at the election of the Town, may be forthwith declared suspended, discontinued or terminated. Failure of the contractor to secure and/or maintain or the taking out and/or maintenance of any required insurance, shall not relieve the contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the contractor concerning indemnification.
- vii. In the event that claims in excess of the insured amounts provided herein, are filed by reason of any operations under the contract, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the contractor until such time as the contractor shall furnish such additional security covering such claims as may be determined by the Town.

## **Section 20. Indemnification**

- 20.1 The contractor hereby agrees to indemnify and save harmless the Town, its officers, employees, elected officials, and agents from and against all liability, loss or damage the Town may suffer, arising directly or indirectly out of the contract between the contractor and the Town. The Contractor further agrees to provide defense for and defend any claims or causes of action of any kind or character directly or indirectly arising out of this Agreement at its sole expense and agrees to bear all other costs and expenses relating thereto. The foregoing provisions shall not be construed to cause the contractor to indemnify the Town, its officers, elected officials, agents or employees from its or their sole negligence.
- 20.2 Neither the acceptance of the completed work nor payment therefore shall release the Contractor from its obligation under this section.

## **Section 21. Delivery Point**

- 21.1 Shipping of any products shall be FOB Destination. Delivery shall be at the location set forth in the Specifications except on national, state or local holidays when Town buildings are closed. Bidder shall be responsible to verify that the appropriate Town building for delivery is open prior to delivering items. All bid items shall be unloaded and placed within the particular Town building, at points of delivery, and in quantities, as directed by the Town. Any costs incurred by the

Town or bidder due to the failure of bidder to comply with this requirement will be the responsibility of bidder. Bidder should be prepared to furnish proof of delivery, if requested by Town. Deliveries shall be made in accordance with the specifications, and shall be made Monday through Friday from 8 a.m. to 2 p.m. unless otherwise stated in the Specific Specifications.

21.2 If bidder is shipping bid items to Town using a third-party carrier (US Postal Service, UPS, FedEx), there shall be no additional shipping charge to the Town.

21.3 Delivery will not be complete until the good are inspected and accepted by the Town.

**Section 22. Date of Delivery**

22.1 Delivery of all materials included under this bid shall be made not later than the date specified in the Bid Documents or Project Schedule. If contractor cannot meet the delivery date specified in Bid Documents or Project Schedule, contractor shall state on the bid form the proposed date of delivery and such date will be considered when determining responsiveness in awarding the bid.

**Section 23. Damages**

23.1 The contractor shall be fully responsible for shipping and delivery of materials specified in the Bid Documents or Project Schedule in an undamaged condition. Town will not consider the carrier responsible for damaged or delayed deliveries. Any bid item damaged or broken when delivered to Town shall be replaced immediately by contractor at no cost to the Town.

**Section 24. Warranty/Guarantee**

24.1 It is the intent of the Bid Documents to require first-class work and materials and any work not fully covered herein Bid Documents shall be interpreted to require first-class work and materials, and such interpretations shall be binding upon the Contractor. The contractor shall be fully responsible for performance of work in a satisfactory manner with satisfactory results in the discretion of the Town quality materials.

24.2 Contractor is deemed to warrant and guarantee all work performed under this agreement.

24.3 Unless otherwise stated in other parts of the specifications, all work performed or goods supplied under the contract shall be guaranteed by the contractor against all defects resulting from the use of inferior materials, equipment or workmanship, for a period of one (1) year from the date of final completion and acceptance of the work, which shall be defined as the date of the Town's approval of the final Certificate for Payment or from the date the Town takes possession and makes full use of the constructed facility.

24.4 Any goods furnished must be standard, new, latest model of the regular stock product, as required by the specifications, with parts regularly used for the type of equipment offered.

24.5 No attachment or part will be substituted or applied contrary to manufacturer's recommended and standard practice. All regularly manufactured stock electrical items must bear the label of the Underwriters Laboratories, Inc. Any equipment, part or constructed item which is or becomes defective during the guarantee period shall be replaced or redone by the contractor, including all labor at no additional charge to the Town. All replacements shall carry the same guarantee as the original equipment. The contractor shall make any such replacement promptly upon receiving written notice from Town.

**Section 25. Breach of Contract/Termination**

25.1 If contractor fails to deliver as ordered, or within the time specified, or within reasonable time as interpreted by Town, or fails to make replacement of rejected or defective goods, whether so requested immediately or as directed by Town, that shall constitute a breach of the contract, and Town may arrange to have the work performed from other sources to take the place of the work product found defective or not delivered. Without limiting the foregoing, Town reserves the right to terminate the contract upon breach upon within ten (10) days written notice provided to the contractor.

**Section 26. Prevailing Wage Rates And Supplements**

**26.1 Wages to be Paid and Supplements to be Provided**

- i. The contractor shall, at its own cost and expense, comply with all provisions of the Labor Law (i.e. prevailing rate of wages and supplements), Lien Law, Workmen's Compensation Law and all other laws and ordinances affecting the contract or order, either Federal, State or local.

**26.2 Records to be kept on Site**

The contractor, subcontractors at any tier shall certify their payrolls and keep them on site and available, in addition to the following informative records:

- i. Record of hours worked by each workman, laborer and mechanic on each day;
- ii. Record of days worked each week by each workman, laborer and mechanic;
- iii. Schedule of occupation or occupations at which each workman, laborer and mechanic on the project is employed during each work day and week;
- iv. Schedule of hourly wage rates paid to each workman, laborer and mechanic for each occupation.
- v. A statement or declaration signed by each workman, laborer and mechanic attesting that they have been provided with a written notice,

informing them of the prevailing wage rates and supplements requirement for the contract.

**Section 27. Estimates and Payments**

- 27.1** As the work progresses but not more often than once a month and then on such days as the Town shall direct, the contractor will submit a requisition in writing of the amount and value of the work performed and the materials and equipment provided to the date of the requisition, less any amount previously paid to the contractor.
- 27.2** From each requisition, the Town will retain five percent (5%) plus one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments against the contractor that have not been suitably discharged. The Town will thereupon cause the balance of the requisition therein to be paid to the contractor.
- 27.3** As a condition to the making of any progress payment as set forth in this paragraph, the Town, in its sole discretion may require the contractor to submit such document as may be reasonably required to establish that the contractor and its subcontractors have timely and properly paid their respective subcontractors and materialmen at any tier.
- 27.4** When the work or major portion thereof, as contemplated by the terms of the contract are substantially completed in the judgment of the Town, the contractor shall submit a requisition for the remainder of the contract balance. An amount equal to two (2) times the value of the remaining items to be completed plus one hundred fifty percent (150%) of the amount that the Town deems necessary to satisfy to satisfy any claims, liens or judgments against the contractor which have not been suitably discharged shall be deducted from the requisition. As the remaining items of work are satisfactorily completed or corrected, the Town will, upon receipt of a requisition, pay for these items less one hundred fifty percent (150%) of the amount necessary to satisfy any claims, liens or judgments.
- 27.5** All estimates will be made for actual quantities for work performed and materials and equipment incorporated in the work as determined by the measurements of the Town, and this determination shall be accepted as final, conclusive and binding upon the contractor. All estimates will be subject to correction in any succeeding estimate.
- 27.6** Payment will be made only upon the written request of the contractor. Payment requests shall be processed by the Town no more than one (1) time per month. Payment will be made for materials pertinent to the project which have been delivered to the site or off-site by the contractor suitably stored and secured in first-class condition as required by the Town. The contractor must submit certified copies of the manufacturer's or vendor's invoices or statements establishing the true purchase value of the material or equipment; freight bills, release of liens and certificate of insurance covering all equipment and materials.

- 27.7** The Contractor shall be responsible for safeguarding stored equipment and materials against loss or damage of any nature whatsoever, shall retain title until incorporated into the work and acceptance by the Town and in case of loss or damage, the contractor shall replace such lost or damaged equipment and materials at no cost to the Town. After receipt of payment, the contractor shall not remove from the site equipment and materials for which such payment was made without written authorization from the Town.
- 27.8** Within thirty (30) days after receiving written notice from the Contractor of substantial completion of the work under this Agreement, the Town will cause an inspection to be made of the work done under the contract. If, upon such inspection, the Town determines that the work is substantially complete, a Substantial Completion Payment to the contractor for the work done under the contract, less any and all deductions authorized to be made by the Town under the contract or by law, will be issued.
- 27.9** As a condition precedent to receiving payment therefore, the Contractor must have received Town approval of all Shop Drawing submittals, the Operation and Maintenance Manuals, and As-Built Drawing(s).
- 27.10** Together with its application for substantial completion payment the Contractor shall also deliver to the Town a verified statement certifying that all claims or liabilities arising from the completed work, including all charges for Extra Work, Change Orders, additional time, damages or credits (collectively referred to as "claims") have been presented to the Town. All such claims shall be described in sufficient detail so as to be easily identified. The contractor's failure to submit the verified statement shall constitute a full and final waiver of all claims against the Town from the beginning of the project through the date of substantial completion as established by the Town. The presentation of the verified statement to the Town shall not constitute an acknowledgement by the Town that any such claim is valid. The Town expressly reserves its right to assert that any such claim(s) is waived or precluded by reason of other provisions of the contract documents. Only claims particularly identified on the contractor's verified statement shall be preserved; all other claims whatever nature shall be deemed waived and released. It shall also submit proof of title of the materials and equipment covered by the contract. The contractor shall also, prior to the issuance of said Substantial Completion Payment, supply to the Town affidavits and certificates for labor, material and equipment (where applicable).
- 27.11** Within ten (10) days after receiving written notice from the contractor of completion of all the work, the Town will make a final inspection. If upon inspection the Town determines that no further work is needed, the Town will request that the Town approve the completion of the project and authorize payment of the Final Estimate.



**Section 28. Payments To Subcontractors And Materialmen By Contractor**

- 28.1** Within fifteen (15) calendar days of the receipt of any payment from the Town, the contractor shall pay each of its subcontractors and materialmen the proceeds from the payment representing the value of the work performed and/or materials furnished by the subcontractor and/or materialmen as reflected in the payment from the Town less an amount necessary to satisfy any claims, liens or judgment against the subcontractor or materialman which have not been suitably discharged and less any retained amount as hereafter described.
- 28.2** Nothing provided herein shall create any obligation on the part of the Town to pay or to see the payment of any moneys to any subcontractor or materialman from any contractor nor shall anything provided herein serve to create any relationship in contract or otherwise, implied or expressed between the subcontractor or materialman and the Town. Notwithstanding anything to the foregoing, the Town may tender payments to the Contractor in the form of joint or dual payee checks.

**Section 29. Change in the Contract Price**

- 29.1** The Contract Price constitutes the total compensation (subject to authorized adjustments) payable to the contractor for performing the work pursuant to the contract. All duties, responsibilities and obligations assigned to or undertaken by the contractor shall be at its expense without change in the Contract Price.
- 29.2** The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price shall be based on written notice delivered to Town within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered within twenty (20) days of such occurrence unless the Town allows an additional period of time to ascertain accurate cost data. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order. All change orders are subject to the determination and approval of the Town Board.

**Section 30. Proper Method of Work And Proper Materials**

- 30.1** The Town shall have the power in general to direct the order and sequence of the work, which will be such as to permit the entire work under the contract to be begun and to proceed as rapidly as possible, and such as to bring the several parts of the work to a successful completion at about the same time.
- 30.2** If at any time before the commencement or during the progress of the work the materials and appliances used or to be used appear to the Town as insufficient or improper for securing the quality of work required, or the required rate of progress, he may order the contractor to increase its efficiency or to improve their character, and the contractor shall promptly conform to such order; but the failure of the Town to demand any increase of such efficiency or improvement shall not

release the Contractor from its obligation to secure the quality of work or the rate of progress specified.\

**30.3** The Contractor will establish the lines, grades and measurements necessary in his opinion to properly locate the work, by setting suitably marked offset or reference stakes. These stakes are referenced to the control points, coordinates and similar data that may be shown on the contract drawings, but the Town reserves the right to modify that information.

**30.4** The Contractor shall carefully and properly preserve all stakes, pins and markers required at no additional costs to the Town. All existing property lines and survey monuments which may, of necessity have to be disturbed during the construction work, will be property tied to fixed points and reset by the Contractor at no cost to the Town.

**Section 31. Utilities and Service Lines**

**31.1** The Contractor is hereby warned that a reasonable opportunity is to be given the municipalities and public service corporations to alter and install pipes, conduits or other structures prior to placing to pavement. No guarantee is given that public utility structures and service lines herein shown are correctly located. Locations given are from the best available information.

**Section 32. Protection, Existing Structures**

**32.1** The Contractor, at his expense, shall protect adjacent and other property or premises from damage of any kind during the progress of the work and shall erect and maintain guards around his work in such a way as to afford protection to the public. The Contractor shall be held responsible for improper, illegal, or negligent conduct of himself, his subcontractors, employees and agents in and about said work or in the execution of the work covered by this Contract.

**32.2** The Contractor shall, at his expense, sustain in their places and permanently protect from direct or indirect injury any and all pipelines, subways, pavements, sidewalks, curbs, railways, buildings, trees, poles, wells, and other property in the vicinity of his work, whether over-or underground, or which appear within the trench or excavations, and he shall assume all costs and expenses for direct or indirect damage which may be occasioned by injury to any of them.

**32.3** The Contractor's liability shall also include the damage or injury sustained by any structure whatsoever due to settlement of trenches or excavations or to settlement or lateral movement of the sides of such trenches or excavations, whether such movement occurs during or after excavation or backfilling of such trenches or excavations. His liability to so support and protect all such structures from damage or injury shall continue without limitation, throughout the Contract period and during the period of guarantee.

- 32.4 The Contractor shall at all times have on the ground suitable and sufficient material and shall use the same as may be necessary or required for sustaining and supporting any and all such structures which are uncovered, undermined, weakened, endangered, threatened, or otherwise materially affected.
- 32.5 In case injury occurs to any portion of a pipeline or structure, or to the material surrounding or supporting the same, through blasting or similar operations, the Contractor shall immediately notify the Engineer, and, at his expense, shall remove such injured work and shall rebuild the pipeline or structure and shall replace the material surrounding the supporting the same, or shall furnish such material and perform such work of repairs or replacement as the Town may order. Any damage whatsoever shall be promptly, completely and satisfactorily repaired by the Contractor at his expense.

**Section 33. Acceleration of the Work**

- 33.1 The Town may, at its sole discretion and as circumstances reasonably require, require the contractor to accelerate the schedule of performance by providing overtime, extended day, extra crews, Saturday, Sunday and/or holiday work and/or by having all or any subcontractors designated by the Town provide overtime, extended day, extra crews, Saturday, Sunday or holiday work by the contractor's or his subcontractor's own forces.
- 33.2 The Town, pursuant to a validly issued written change order, may reimburse the contractor for the direct cost to the contractor of the premium time for the labor utilized by the contractor in such overtime, extended day, extra crews, Saturday, Sunday or holiday work (but not for the straight time costs of such labor) together with any social security and state or federal unemployment insurance taxes in connection with such premium time. However, no overhead, supervision costs, commissions, profit or other costs and expenses of any nature whatsoever, including impact costs or costs associated with lost efficiency or productivity, shall be payable in connection therewith.
- 33.3 Anything to the foregoing notwithstanding, in the event that the contractor has fallen behind schedule or in the Town's judgment appears likely to fall behind schedule, Town shall have the absolute right to direct the contractor to accelerate the performance of its work, including that of its subcontractors, and the full costs for such acceleration shall be borne solely by the contractor.

**Section 34. Stopping Work**

- 34.1 Town May Suspend Work:
- i. The Town may, at any time and without cause, suspend the work or any portion thereof for a period of not more than ninety (90) days by notice in writing to the contractor which shall fix the date on which work shall be resumed. The contractor shall resume the Work on the date so fixed.

Subject to the approval of the Town Board, the contractor may be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension.

**34.2 The Town May Terminate:**

**A.** Upon the occurrence of any one or more of the following events:

1. If the contractor is adjudged bankrupt or insolvent,
2. If the contractor makes a general assignment for the benefit of creditors,
3. If a trustee or receiver is appointed for the contractor or for any of the contractor's property,
4. If the contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws,
5. If the contractor repeatedly fails to supply sufficient skilled workers or suitable materials or equipment,
6. If the contractor repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment,
7. If the contractor disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction,
8. If the contractor disregards the authority of the Town, or
9. If the contractor otherwise violates in any substantial way any provisions of the Bid Documents or the Contract. The Town may after giving the contractor and its Surety seven (7) days written notice, terminate the services of the contractor, exclude the contractor from the site, incorporate in the Work all materials and equipment stored at the site or for which Town has paid the contractor but which are stored elsewhere, and finish the Work as Town may deem expedient. In such case the contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the work, including compensation for additional professional services, such excess shall be paid to the contractor. If such costs exceed such unpaid balance, the contractor shall pay the difference to the Town.

- B.** Where the contractor's services have been so terminated by the Town, the termination shall not affect any rights of Town against the contractor then existing or which may thereafter accrue. Any retention or payment of moneys due the contractor by Town will not release the contractor from liability.

- C. Upon seven (7) days written notice to the contractor, Town may, without cause and without prejudice to any other right or remedy, elect to abandon the work and terminate the Agreement. In such case, the contractor shall be paid (without duplication of any items):
1. For completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date or termination, including fair and reasonable sum of overhead and profit on such work;
  2. For expenses sustained prior to effective date of termination in performing services and furnishing labor, materials or equipment as required by the Contract Documents in connection with uncompleted Work, plus fair and reasonable sums for overhead and profit on such expenses;
  3. For amounts paid in settlement of terminated contracts with Subcontractors, manufacturers, fabricators, suppliers or distributors and others; and
  4. For reasonable expenses directly attributable to termination. contractor shall not be paid on account of loss of anticipated profits or revenue or other economic loss or any consequential damages arising out of such termination.

**Section 35. Change in the Contract Time**

- 35.1** The contractor agrees that it will make no claim against the Town or any of its representatives for damages for delay, interference or disruption in the performance of its Contract occasioned by any act or omission to act by the Town or any of its representatives, or occasioned by any act or omission of any other contractor and further agrees that any such claim shall be fully compensated for by an extension of time to complete the performance of the work as provided herein.
- 35.2** The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be based on written notice delivered to Town within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the extent of the claim with supporting data shall be delivered within twenty (20) days of such occurrence unless the Town allows an additional period of time to ascertain more accurate data. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.
- 35.3** The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of the contractor. Such delays shall include, but not be limited to, acts or neglect by Town, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God. No extension of the Contract Time will be granted where the delay is attributable to a subcontractor, manufacturer,

fabricator, supplier or distributor or any other party performing services or furnishing material or equipment on behalf of the contractor unless such party's delay is attributable to one of the above enumerated causes.

- 35.4** The time limits concerning Substantial Completion and final completion as stated in the Contract Documents are of the essence. The provisions of this section shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party, provided, however that the contractor shall not be entitled to damages for any delay occurring as a consequence of a delay if the performance of said additional work was noted in the Contract Documents and the delay (by others) was not directly caused by the fault of the Town.

**Section 36     Disputed Work - Notice of Claims For Damages**

- 36.1** If the contractor is of the opinion that any work required, necessitated, or ordered violates or conflicts with or is not required by the terms and provisions of the contract, he must promptly, within five (5) calendar days after being directed to perform such work, notify the Town, in writing, of its contentions with respect thereto and request a final determination thereon. If the Town determines that the work in question is contract and not extra work, or that the order complained of is proper, he will direct the Contractor in writing to proceed and the Contractor shall promptly comply. In order, however, to preserve its right to claim compensation for such work or damages resulting from such compliance, the Contractor must, within seven (7) calendar days after receiving notice of the Town's determination and direction, notify the Town, in writing that the work is being performed or that the determination and direction is being complied with, under protest. Failure of the Contractor to so notify shall be deemed as a waiver of claim for extra compensation or damages therefore.
- 36.2** The contractor is bound by the provisions of all applicable laws, including but not limited to the General Municipal Law and the Town Law, as related to the presentation of claims.
- 36.3** While the contractor is performing disputed work or complying with a determination or order under protest in accordance with this Article, in each such case the contractor shall furnish the Town daily with three copies of written statements signed by the Contractor's representatives at the site showing:
- i.** the name of each workman employed on such work or engaged in complying with such determination or order, the number of hours employed thereon, and the character of the work each is doing; and
  - ii.** the nature and quantity of any materials, plant and equipment furnished or used in connection with the performance of such work or compliance with such order, and from whom purchased or rented.

- 36.4** The contractor shall carry on the work and maintain the progress schedule during all disputes or disagreements with the Town. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as the contractor and Town may otherwise agree in writing.
- 36.5** Before final acceptance of the work by the Town, all matters of dispute must be adjusted to the mutual satisfaction of the parties thereto. Determinations and decisions in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive the money therefore, until the matter in question has been adjusted.

**PART THREE**

**GENERAL SPECIFICATIONS**

**SECTION 00100 INDEX**

**DIVISION 0 - BIDDING AND CONDITIONS**

Section 00100 Index  
Section 00850 Drawing List

**DIVISION 1 - GENERAL REQUIREMENTS**

Section 01000 General Requirements

**DIVISION 2 - SITE WORK**

Section 02050 Demolition

**DIVISION 3 – CONCRETE – Not Used**

**DIVISION 4 – MASONRY – Not Used**

**DIVISION 5 – METALS - Not Used**

**DIVISION 6 - WOOD AND PLASTIC – Not Used**

**DIVISION 7 - THERMAL AND MOISTURE PROTECTION**

Section 07200 Insulation  
Section 07900 Building Sealants

**DIVISION 8 - DOORS AND WINDOWS – Refer to drawing sheet A-101**

**DIVISION 9 - FINISHES**

Section 092216 Non-Structural Metal Framing  
Section 09250 Gypsum Board  
Section 09300 Porcelain/Stone Tile  
Section 09900 Paintings and Coatings

**DIVISION 10 – SPECIALTIES - Not Used**



DIVISION 11 – EQUIPMENT - Not Used

DIVISION 12 – FURNISHINGS – Refer to drawing sheet A-101

DIVISION 13 - SPECIAL CONSTRUCTION - Not Used

DIVISION 14 - CONVEYING SYSTEMS - Not Used

DIVISION 15 - MECHANICAL

Section 15100 Plumbing

Section 15500 Ductwork & Exhaust Fan

DIVISION 16 - ELECTRICAL

Section 16000 Electrical Work

SECTION 00850 INDEX

- T-1 TITLE SHEET, ABBREVIATIONS, DRAWING LIST
- A-100 FIRST FLOOR PLANS
- A-101 INTERIOR ELEVATIONS, SCHEDULES, DETAILS
- A-150 REFLECTED CEILING PLANS, DETAILS

SECTION 01000 - GENERAL REQUIREMENTS

1. SCOPE OF WORK - Supply all labor, materials, apparatus, fuel, energy, light, scaffolding, appliances, services, proper tools, etc. for the work. Include all hook-ups, tie-ins, etc. for a complete installation. Construct all work in accordance with the Contract Documents, and any supplemental documents issued during construction. Include all utilities and miscellaneous and related work necessary for the project.
2. WORK INCLUDED - Shall include all work indicated in the drawings and/or specifications unless excluded or marked not in contract (N.I.C.).
3. COORDINATION - The Contractor shall coordinate all trades so as to avoid delay in construction and provide all necessary sleeves cutting, patching, etc. for the smooth coordination of the trades.

4. CODE - Where mentioned in these specifications shall mean the Local and/or 2015 New York State Building Codes having jurisdiction, whichever requirements are more stringent. Contractor shall be responsible for doing all work in compliance with applicable codes, regulations and standards.
5. PERMITS - All permits and approvals as required by Law shall be obtained by Contractor. At the completion of the job, the Contractor shall obtain the Certificate of Occupancy.
6. SUBMITTALS - All submittals called for in these documents shall be presented with allowance of sufficient time for Architect and Owner review before commencement of related work, purchasing, or other activities. This time shall generally be one week, unless otherwise specifically arranged.
7. WORKMANSHIP - All work shall be performed by mechanics skilled in their trades. All materials shall be new and as herein specified. Materials delivered to the site shall be properly stored and protected after delivery to the job site.
8. INSTALLATION - All materials and equipment specified by Manufacturer's name shall be installed in accordance with the recommendations of the manufacturer. Guarantees shall be furnished to the Owner when applicable.
9. SUBSTITUTIONS - Substitutions for materials or methods shown or specified may be made only with prior written approval of the Architect and the Owner. Any changes in costs, either additions or deductions, shall be approved in writing by the Owner prior to performance of the work.
10. GUARANTEE - The Contractor shall guarantee his work and the work of his Sub-Contractors to be free of defective materials and workmanship for a period of one year from the date of substantial completion of the entire project. This warranty shall be furnished in written form to the Owner. Some specifications sections call for additional or extended guarantees. These shall also be furnished as called for.
11. LAYOUT - All layout of foundations, exterior walls, and roof shall be performed by a skilled layout person who shall verify that all zoning ordinances are complied with. All interior layout shall be by skilled layout persons and who shall notify Architect when chalk line or other marking layouts are complete so that Architect may review layout prior to construction.

12. TEMPORARY FACILITIES - The Contractor shall arrange for all temporary light, heat, power, water, toilet, etc. as required for the construction.
13. CLEANING - The job shall be kept clean at all times and left clean at completion, all glass washed, stains removed and interior left "broom clean".
14. PROTECTION - Protect and mark any hazardous job conditions, such as trenches, holes, holes in floors, wiring, etc.
15. PROTECTION - Protect all existing conditions from damage during the course of the work. Repair any damage at no cost to the Owner.
16. ADJACENT PROPERTIES - Do all work in a way which is considerate of the neighbors. All work to be done in accordance with the Yorktown Heights noise ordinance. Prevent the spread of any dirt, dust, debris, etc. to any adjacent property or public streets. If any should spread, clean immediately. Obey all local ordinances regarding, including but not limited to, start and finish of the work day, and protection against erosion. END OF SECTION 01000

#### SECTION 02050 - DEMOLITION

##### A. Description of Work.

1. Demolition and removal of interior walls, interior ceilings etc., as indicated on the drawings.
2. Protection of existing conditions, including public access to Library.
3. Dumpster location to be approved by Owner.

##### B. Submittals

1. Mark the location and extent of all demolition and obtain the Architects approval prior to starting demolition.

##### C. Materials - NONE

##### D. Execution

1. Demolish and remove indicated areas in a safe and orderly way, removing elements in small pieces.

2. Prevent the spread of dust or debris to unaffected parts of the Site, adjacent properties, or public streets. Clean up any dust or debris spread by demolition.
3. Take steps to protect existing conditions to remain. Repair any damage at no cost to the Owner. Protect and mark all new openings, which could be hazardous.
4. Take all steps to protect persons during demolition.
5. Provide temporary support where required for removal of structural members.
6. Store those items indicated to be saved so that they are protected from damage by weather or further construction activities.

END OF SECTION 02050

### SECTION 07200 –INSULATION

#### A. Scope of Work

1. All insulation shall comply with current New York Energy Code.
2. Fiberglass blanket insulation for accessible framed areas.
3. Unfaced fiberglass acoustical attenuation blankets (3 ½”) to be installed in all interior walls around Bathrooms.

#### B. Submittals

1. Submit a sample of each type of insulation to be used for the Architect's approval prior to purchasing.
2. One copy of manufacturer installation instructions and recommendations.

#### C. Materials

1. Fiberglass blankets to fill all accessible exterior walls. Blankets to be kraft paper faced to be on warm side of the studs.
2. Un-faced fiberglass acoustical attenuation blankets (3 ½”) to be installed in all interior walls around Bathrooms..

#### D. Execution

1. Install fiberglass blankets in all wall cavities, including cavities around windows. Staple overlapped flanges of faced blanket insulation securely to wood framing members. Kraft facing to be on warm side. Fill all studded corners with insulation.

END OF SECTION 07200

## SECTION 07900 - BUILDING SEALANTS

### A. Scope of Work:

Includes but is not limited to:

1. Above-grade sealants.
2. Interior sealants.
3. Sealant accessories.

### B. Submittals

1. Manufacturers Literature:  
Submit copies of manufacturer's literature and test data edited to job conditions describing the product and installation requirements.
2. Samples:  
Submit samples and colors of products specified. Provide cured samples in color selected.
3. Subcontractor's Review:  
Before commencing work, submit a written statement signed by the Sealant Subcontractor, stating that the substrates have been examined and that the Contract Documents have been reviewed with a qualified representative of the sealant material manufacturer and that he is in agreement that the selected materials are proper and adequate for the application shown.

### C. Materials

1. ABOVE-GRADE SEALANTS  
Colors to be selected by Architect. Sealant to have mildew resistance and fungicide.
  - a. Silicone (Low-Modulus) Sealants:  
(± 50% joint movement)
    1. Manufacturer shall be equal to:
      - General Electric - GESIL or Silproof.
      - Dow Corning - #795.
      - Rhodorsil (Rhone-Poulenc) - 3B with related primer.
    2. Materials:  
One-part low modulus silicone rubber building sealant for a joint

movement of  $\pm$  minimum meeting FS TT-S-001543 (COM-NBS) Class A and TT-S-00230 C (COM-NBS).

2. COMPRESSIBLE ROD (sealant back-up):

Expanded polyethylene or polyurethane foam as required for proper performance of the sealant in the specific joint, which is compatible with sealant, as recommended by sealant manufacturer (25% wider than joint size).

3. Joint Cleaner:

Provide cleaner recommended by the manufacturer of the sealant for the specific joint surface and condition.

4. Joint Primer and Sealer:

Provide compound recommended by the manufacturer of the sealant for the specific joint surface and condition. (Note: Not all sealants require a primer. Consult with manufacturer to determine if primer is required for the specified materials to be sealed.)

5. Bond Breaker Tape:

Pressure-sensitive polyethylene tape. Provide where recommended by sealant manufacturer.

## D. EXECUTION

1. Preparation

Clean surfaces and remove protective coatings which might fail in adhesion or interfere with bond of sealant, so that surfaces are free of deleterious substances which might impair the work. Do not apply sealant to joint surfaces previously treated with paint, lacquer, sealer, curing compound, water-repellent or other coatings unless a laboratory test for durability of bond has been successfully completed. Prior to application of sealants, remove such treatments or coatings if test is not successful or has not been performed.

2. Installation

a. Manufacturer's Instructions

Install materials in accordance with the manufacturer's printed instructions, unless otherwise shown or specified. Verify and conform with storage, priming and sealing, depth to width ratio, and joint filler recommendations.

b. Masking Tapes:

Provide masking tapes or other precautions to prevent migration or spillage of materials onto adjoining surfaces.

Apply sealant in continuous beads, without open joints, voids or air pockets so as to provide a watertight and airtight seal for the entire joint length.

c. Tooling

Tool exposed surfaces of sealant to the profile shown or, if none is shown, tool slightly concave.

d. Joint Size

Do not proceed with the installation of sealants under extreme temperature conditions which would cause joint openings to be either a maximum or minimum width; and also do not proceed when such extreme temperatures or heavy wind loads are forecast during the period required for initial or nominal cure of sealants. Whenever possible, schedule the installation and cure of sealants during periods of mean temperatures (nominal joint width shown) so that subsequent tensile and compressive stresses upon the cured sealants will be minimized.

3. Cleaning and Protection

Remove excess sealant promptly as the work progresses and clean the adjoining surfaces marred by the work of this Section. Protect exposed horizontal sealant from damage during the construction period.

4. Warranty

Submit a written labor and materials warranty agreeing to repair or replace sealant compounds which have failed to provide airtight and watertight joints for any reason, or which appear to have failed in adhesion, cohesion, abrasion-resistance, weather-resistance, extrusion-resistance, migration-resistance, stain-resistance, general durability or any other form of apparent deterioration (excluding inherent qualities and limitations clearly specified in the manufacturer's data which was submitted). Period of warranty shall be five (5) years. Warranty shall be signed by both the manufacturer and Subcontractor. Comply with these Specifications for any subsequent repair or replacement of work.

END OF SECTION 07900

## SECTION 092216 - NON-STRUCTURAL METAL FRAMING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Non-load-bearing steel framing systems for interior partitions.

- B. Related Requirements:

- 1. Section 054000 "Cold-Formed Metal Framing" for exterior and interior load-bearing and exterior non-load-bearing wall studs; floor joists; roof rafters and ceiling joists; and roof trusses.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

#### 1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of code-compliance certification for studs and tracks.

- B. Evaluation Reports: Submit evaluation reports certified under an independent third party inspection program administered by an agency accredited by IAS to ICC-ES AC98, IAS Accreditation Criteria for Inspection Agencies.

- C. Manufacturers Certification: Submit manufacturer's certification of product compliance with codes and standards along with product literature and data sheets for specified products.

#### 1.5 QUALITY ASSURANCE

- A. Code-Compliance Certification of Studs and Tracks: Provide documentation that framing members are certified according to the product-certification program of the Steel Framing Industry Association (SFIA) or be a part of a similar organization that provides verifiable code compliance program.

- B. Contractor shall provide effective, full time quality control over all fabrication and erection complying with the pertinent codes and regulations of government agencies having jurisdiction. Conduct pre-installation meeting to verify project requirements, substrate conditions, and manufacturer's installation instructions.



## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Notify manufacturer of damaged materials received prior to installation.
- B. Deliver materials in manufacturer's original, unopened, undamaged containers with identification labels intact.
- C. Protect cold-formed metal framing from corrosion, deformation, and other damage during delivery, storage, and handling as required by AISI's "Code of Standard Practice".

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

- A. Design framing systems in accordance with American Iron and Steel Institute Publication "S220 - North American Specification for the Design of Cold-Formed Steel Framing - Nonstructural Members", except as otherwise shown or specified.
- B. Design loads: 5 PSF minimum as required by the International Building Code.

### 2.2 FRAMING SYSTEMS

- A. Framing Members, General: Comply with ASTM C 645 for conditions indicated.
  - 1. Steel Sheet Components: Comply with ASTM C 645 requirements for metal unless otherwise indicated.
  - 2. Protective Coating: Comply with ASTM C 645; ASTM A 653/A 653M G40 (Z120), Coating with equivalent corrosion resistance of ASTM A 653/A 653M, G40 (Z120) or DiamondPlus® coating; roll-formed from steel meeting mechanical and chemical requirements of ASTM A 1003 with a zinc-based coating. Galvannealed products are not acceptable.
    - a. Coatings shall demonstrate equivalent corrosion resistance with an evaluation report acceptable to the authorities having jurisdiction.
- B. Studs and Tracks: ASTM C 645.
  - 1. Non-Structural Studs: Cold-formed galvanized steel C-studs as per ASTM C 645 for conditions indicated below:
    - a. Basis-of-Design Product: Subject to compliance with requirements, provide ClarkDietrich Building Systems; ProSTUD products named below, or Equal
    - b. Flange Size: 1-1/4 inches (32 mm).
    - c. Web Depth: 3-5/8 inches
    - d. Member Description: ProSTUD 25 (25 EQ) 50 ksi.
      - 1) Minimum Base-Steel Thickness: 0.0150 inch (0.3810 mm).
      - 2) Minimum Design Thickness: 0.0158 inch (0.4013 mm).

- e. Member Description: ProSTUD 20 (20 EQ) 65 ksi.
    - 1) Minimum Base-Steel Thickness: 0.0190 inch (0.4826 mm).
    - 2) Minimum Design Thickness: 0.0200 inch (0.5080 mm).
  - f. Member Description: ProSTUD 30 mil (20 DW) 33 ksi.
    - 1) Minimum Base-Steel Thickness: 0.0296 inch (0.7518 mm).
    - 2) Minimum Design Thickness: 0.0312 inch (0.7925 mm).
  - g. Member Description: ProSTUD 33 mil (20 STR) 33 ksi.
    - 1) Minimum Base-Steel Thickness: 0.0329 inch (0.8382 mm).
    - 2) Minimum Design Thickness: 0.0346 inch (0.8788 mm).
2. Non-Structural Track: Cold-formed galvanized steel runner tracks, drywall track, in conformance with ASTM C 645 for conditions indicated below:
    - a. Basis-of-Design Product: Subject to compliance with requirements, provide ClarkDietrich Building Systems; ProTRAK, or equal
    - b. Flange Size: 1-1/4 inches (32 mm).
    - c. Web Depth: Track web to match stud web size.
    - d. Minimum Base-Steel Thickness: Track thickness to match wall stud thickness or as per design.
  3. "EQ" (Equivalent Gauge Thickness) Steel Studs and Runners: Members that can show certified third party testing with gypsum board in accordance with ICC ES AC86 (Approved May 2012) need not meet the minimum thickness limitation or minimum section properties set forth in ASTM C 645. The submission of an evaluation report is acceptable to show conformance to this requirement.
  4. Steel Framing Stud and Track Wall System: Self-locking metal studs, and telescoping stud extensions and tracks.
    - a. Basis-of-Design Product: Subject to compliance with requirements, provide ClarkDietrich Building Systems; TRAKLOC Steel Framing System [TRAKLOC Fixed Length Stud (TLF)] [TRAKLOC Adjustable Stud (TLA)] [TRAKLOC Elevator Stud (TLE)] [TRAKLOC Track (TTS)] or equal
    - b. Minimum Base-Steel Thickness: [0.0179 inch (0.45 mm)]
    - c. Depth: 3-5/8 inches
  5. Steel Framing Stud and Deflection Track Wall System: Self-locking metal studs with telescoping stud extension with knockout in each flange to allow for 1 inch (25 mm) of deflection for fire-rated head-of-wall deflection system.
    - a. Basis-of-Design Product: Subject to compliance with requirements, provide ClarkDietrich Building Systems; TRAKLOC Deflection Stud (TLD) and TRAKLOC Track (TTS) or equal
    - b. Minimum Base-Steel Thickness: [0.0179 inch

- c. Depth: 3-5/8 inches (92 mm)]

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine areas and substrates, with Installer present, and including welded hollow-metal frames, cast-in anchors, and structural framing, for compliance with requirements and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Suspended Assemblies: Coordinate installation of suspension systems with installation of overhead structure to ensure that inserts and other provisions for anchorages to building structure have been installed to receive hangers at spacing required to support the Work and that hangers will develop their full strength.
  - 1. Furnish concrete inserts and other devices indicated to other trades for installation in advance of time needed for coordination and construction.

### 3.3 INSTALLATION, GENERAL

- A. Installation Standard: ASTM C 754.
  - 1. Gypsum Plaster Assemblies: Also comply with requirements in ASTM C 841 that apply to framing installation.
  - 2. Portland Cement Plaster Assemblies: Also comply with requirements in ASTM C 1063 that apply to framing installation.
  - 3. Gypsum Veneer Plaster Assemblies: Also comply with requirements in ASTM C 844 that apply to framing installation.
  - 4. Gypsum Board Assemblies: Also comply with requirements in ASTM C 840 that apply to framing installation.
- B. Install framing and accessories plumb, square, and true to line, with connections securely fastened.
- C. Install supplementary framing, and blocking to support fixtures, equipment services, heavy trim, grab bars, toilet accessories, furnishings, or similar construction.
- D. Install bracing at terminations in assemblies.
- E. Do not bridge building control and expansion joints with non-load-bearing steel framing members. Frame both sides of joints independently.

### 3.4 INSTALLING FRAMED ASSEMBLIES

- A. Install framing system components according to spacings indicated, but not greater than spacings required by referenced installation standards for assembly types.
- B. Where studs are installed directly against exterior masonry walls or dissimilar metals at exterior walls, install isolation strip between studs and exterior wall.
- C. Install studs so flanges within framing system point in same direction.
- D. Install tracks at floors and overhead supports. Extend framing full height to structural supports or substrates above suspended ceilings except where partitions are indicated to terminate at suspended ceilings. Continue framing around ducts that penetrate partitions above ceiling.
  - 1. Slip-Type Head Joints: Where framing extends to overhead structural supports, install to produce joints at tops of framing systems that prevent axial loading of finished assemblies.
  - 2. Door Openings: Screw vertical studs at jambs to jamb anchor clips on door frames; install track section (for cripple studs) at head and secure to jamb studs.
    - a. Install two studs at each jamb unless otherwise indicated.
    - b. Install cripple studs at head adjacent to each jamb stud, with a minimum 1/2-inch (13-mm) clearance from jamb stud to allow for installation of control joint in finished assembly.
    - c. Extend jamb studs through suspended ceilings and attach to underside of overhead structure.
  - 3. Other Framed Openings: Frame openings other than door openings the same as required for door openings unless otherwise indicated. Install framing below sills of openings to match framing required above door heads.
  - 4. Fire-Resistance-Rated Partitions: Install framing to comply with fire-resistance-rated assembly indicated and support closures and to make partitions continuous from floor to underside of solid structure.
    - a. Install fire-resistant partitions using manufacturer's proprietary equivalent gauge studs in compliance with requirements of [UL V450] [UL V438] [UL U419].
    - b. Firestop Track: Where indicated, install to maintain continuity of fire-resistance-rated assembly indicated.
  - 5. Sound-Rated Partitions: Install framing to comply with sound-rated assembly indicated.
  - 6. Curved Partitions:
    - a. Bend track to uniform curve and locate straight lengths so they are tangent to arcs.
    - b. Begin and end each arc with a stud, and space intermediate studs equally along arcs. On straight lengths of no fewer than two studs at ends of arcs, place studs 6 inches (152.4 mm) o.c.
- E. Direct Furring:
  - 1. Screw to wood framing.

2. Attach to concrete or masonry with stub nails, screws designed for masonry attachment, or powder-driven fasteners spaced 24 inches (610 mm) o.c.
- F. Installation Tolerance: Install each framing member so fastening surfaces vary not more than 1/8 inch (3 mm) from the plane formed by faces of adjacent framing. END OF SECTION 092216

## SECTION 09250 - GYPSUM DRYWALL

### A. Scope of Work

1. All interior wall and ceiling gypsum board finishes over studs, furring, joists, all corner beads, stops, metal edges, etc., all taping, spackling, sanding and polishing, and any other work necessary to complete the work of this Section.

### B. Submittals - None

### C. Materials

1. Gypsum board shall be manufactured by the U.S. Gypsum Co., or approved equal, Gypsum board shall have tapered long edges, type and installation as follows:
2. For Bathroom, and other "wet" areas – 5/8" moisture resistant gypsum board.
3. For walls to receive tile – 1/2" cementitious tile backer board (Wonderboard, Dur-o-rok, or equal).
4. For all other rooms – 1/2" gypsum board on walls and 1/2" ceilings.

### D. Execution

1. Screw drywall in place in accordance with the manufacturer's specifications. No nailing shall be permitted.
2. Beads - Shall be U.S. Gypsum Co. or approved equal, installed at all corners, exposed edges, and as called for on special details installed in accordance with the manufacturer's specifications. All outside corners to have metal beads.
3. Taping, Spackling, Sanding and Polishing - Tape all inside corners and joints, spackle 3 coats all joints, corners, screw locations, gashes, etc., as required, sand and polish using materials by U.S. Gypsum Co. or approved equal as recommended.
4. Install gypsum boards in lengths and directions which will minimize the number of end to end joints. No butt joints will be permitted on walls, or on ceiling surfaces less than 10' in least dimension. Walls or ceilings less than 20' shall have no more than one butt joint.
5. All new gypsum board walls to be skim-coated using materials by U.S. Gypsum Co. or approved equal, as recommended.

END OF SECTION 09250

## SECTION 09300 – PORCELAIN/STONE TILE

### A. Scope of Work

1. Install porcelain tile provided by owner as indicated on tile schedule.
2. Furnish and install marble saddle at bathroom doors.

### B. Submittals

1. Supply first class workmanship in all tile work.
2. Use all products in strict accordance with recommendations and direction of manufacturers.
3. Maintain temperature at 50 degrees Fahrenheit minimum during tile work.
4. Submit marble saddle to architect for approval prior to installation.

### C. Materials

1. Install all tile. Submit tile to architect & library for approval prior to installation. Supply all materials required for installation. The wall tile shall be installed by the thin set methods according to the Tile Council of America W244-92 and B415-92 and the floor tile shall be installed according to the Tile Council of America, Specification F141-92.
2. Install Master Bathroom Floor tile on a mortar bed of 1 ¼” to 2” thick.
3. Grouting material shall be epoxy grout, wet or dry-cure formulation as appropriate. Color as approved by Architect.
4. Marble saddles in gray/white marble and installed by contractor after approval by architect.
5. Materials: See Interior Elevations and Finish Schedule.

### D. Installation

1. Do all work in accordance with standards of the Tile Council of America and in accordance with ANSI 108.1 through 108.10 - 1985.
2. Before tiling, be sure variations of surface to be tiled fall within a minimum variation of 1/8" in 8' on walls and 1/4" in 10' on floors.
3. Before tiling, make sure surfaces to be tiled are free of curing membranes, oil, grease, wax, and dust.
4. Lay out all tile work so as to minimize cuts less than ½ tile in size. Locate cuts in both walls and floors so as to be least conspicuous. Align all wall joints to give straight

uniform grout lines plumb and true. Align all floor joints to give straight uniform grout lines parallel with walls.

5. Proportion all mixes in accordance with latest ANSI standard specs.
6. Smooth all exposed cut edges.
7. Be sure cut edges are clean before installing tiles or saddles. Fit tile and saddles carefully against trim and accessories. Avoid cut tiles where possible.
8. Be sure all tile work is free of grout film upon completion. Rinse tile work thoroughly with clean water before and after chemical cleaners. Polish surface of tile work with a soft cloth.

END OF SECTION 09300

## SECTION 09900 PAINTS AND COATINGS

### PART 1 GENERAL

#### 1.1 SECTION INCLUDES

- A. Paints, stains, transparent coatings, and opaque stains.
- B. Materials for backpriming woodwork, execution of which is specified elsewhere.
- C. Preparation of new surfaces for painting.
- D. Preparation of existing surfaces for re-painting.

#### 1.2 RELATED SECTIONS

- A. Section 06200 - Finish Carpentry: Backpriming of trim and paneling.
- B. Section 08200 – Wood Doors.

#### 1.3 REFERENCES

- A. SSPC-SP 1 - Solvent Cleaning; Society for Protective Coatings; 1982.
- B. SSPC-SP 2 - Hand Tool Cleaning; Society for Protective Coatings; 1995.
- C. SSPC-SP 3 - Power Tool Cleaning; Society for Protective Coatings; 1995.

#### 1.4 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each paint and coating product to be used, including:
  - Product characteristics.
  - Preparation instructions and recommendations.
  - Primer requirements and recommendations.
  - Storage and handling requirements and recommendations.
  - Application methods.

- C. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and sheens.
- D. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and sheen.

## 1.5 MOCK-UP

- A. Finish all surfaces required to be painted in one room.  
Finish room designated by Architect.  
Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.  
Refinish mock-up area as required to produce acceptable work.

## 1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

## 1.7 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not apply coatings under environmental conditions outside manufacturer's absolute limits.

## PART 2 PRODUCTS

### 2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Pratt & Lambert Paints, 101 Prospect Avenue NW, 540 Midland Building, Cleveland, OH 44115. ASD. Tel: (800) 289-7728. Fax: (800) 573-2468. [www.prattandlambert.com](http://www.prattandlambert.com) or approved equal.
- B. Substitutions: Sherman Williams, Pittsburgh
- C. Requests for substitutions will be considered in accordance with provisions of Section 01600.  
When submitting request for substitution, provide complete product data specified above under Submittals, for each substitute product.

### 2.2 APPLICATIONS/SCOPE

- A. Scope: Use products specified in this section to finish ALL interior and exterior surfaces exposed to view, unless otherwise indicated; DO NOT PAINT THE FOLLOWING:  
Items specified or provided with factory finish; materials and products having factory-applied primers are not considered factory finished.  
Items indicated to receive other finishes.  
Items indicated to remain unfinished.  
Marble, granite, slate, and other natural stones.  
Brick, concrete, cast stone, integrally colored plaster.



Glass.

Concrete masonry in utility, mechanical, and electrical spaces.

Stainless steel, anodized aluminum, bronze, terne, and lead.

Equipment nameplates, fire rating labels, and operating parts of equipment.

Acoustical materials.

Concealed pipes, ducts, and conduits.

- B. Interior Surfaces To Be Painted (where specified, all wood to be stained unless otherwise noted):

Gypsum board, ceilings, soffits.

Wood trim, paneling, and frames - transparent finish.

Wood doors – see Door Schedule, factory-finished (see Section 08211).

Wood floors, stairs, steps, railings, and handrails - transparent finish.

- C. Colors: To be selected by Owner from manufacturer's full range of available colors.  
Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.

### 2.3 INTERIOR PAINT SYSTEMS

- A. All Interior Surfaces To Be Painted, Unless Otherwise Specified:

Preparation as specified by manufacturer.

1 coat of primer recommended by manufacturer.

Eggshell: 2 coats Interior Oil Eggshell Finish (Alkyd).

- B. Interior Gypsum Wallboard Ceilings and Other Overhead Surfaces - Color by Owner:

Preparation as specified by manufacturer.

1 coat of primer recommended by manufacturer.

Semi-gloss: 2 coats Latex Ceiling Paint (Vinyl Acrylic latex).

- C. Interior Walls of Gypsum Wallboard– Color by Owner:

Preparation as specified by manufacturer.

1 coat of primer recommended by manufacturer.

Semi-gloss: 2 coats Latex.

### 2.4 MATERIALS - GENERAL REQUIREMENTS

- A. Paints and Coatings - General:

Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not reduce, thin, or dilute coatings or add materials to coatings unless such procedure is specifically described in manufacturer's product instructions.

For opaque finishes, tint each coat including primer coat and intermediate coats, one-half shade lighter than succeeding coat, with final finish coat as base color.

Supply each coating material in quantity required to complete entire project's work from a single production run.

- B. Primers: Where the manufacturer offers options on primers for a particular substrate, use primer categorized as "best" by the manufacturer.

Back Primer for Opaque-Finished Woodwork, Exterior: SuPrime Exterior Alkyd Wood Primer.

Back Primer for Transparent-Finished Woodwork: Same as finish coat.

- C. Coating Application Accessories: Provide all primers, sealers, cleaning agents, cleaning cloths, sanding materials, and clean-up materials required.

## PART 3 EXECUTION

### 3.1 EXAMINATION

- A. Do not begin application of coatings until substrates have been properly prepared.
- B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

### 3.2 PREPARATION

- A. Clean surfaces thoroughly prior to coating application.
- B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
- C. Seal surfaces that might cause bleed-through or staining of topcoat.
- D. Prepare rusted steel surfaces using at least SSPC-PC 2 (hand tool cleaning) or SSPC-SP 3 (power tool cleaning) followed by SSPC-SP 1 (solvent cleaning).

### 3.3 INSTALLATION

- A. Stir coatings before and during application as recommended by manufacturer.
- B. Do not apply to wet or damp surfaces.  
Wait at least 30 days before applying to new concrete masonry.  
Test new concrete for moisture content.  
Wait until wood is fully dry after rain or morning fog or dew.
- C. Apply coatings using methods recommended by manufacturer.
- D. Apply coatings without runs, drips, or sags, without brush marks, and with consistent sheen.
- E. Apply coatings at spreading rate required to achieve the manufacturer's recommended film thickness.
- F. Dark Colors and Deep Clear Colors: Regardless of number of coats specified, apply as many coats as necessary for complete hide.
- G. Exterior Woodwork: If final painting must be delayed more than 2 weeks after installation of woodwork, apply primer within 2 weeks and final coating within 4 weeks.

### 3.4 PROTECTION

- A. Protect finished coatings until completion of project.
- B. Touch-up damaged coatings after Substantial Completion.

END OF SECTION

### SECTION 15100 - PLUMBING WORK

#### Description of Work:

A. Provide all labor, material and appliances required for a complete plumbing installation as shown on drawings and hereinafter specified, including but not limited to the following principal items:

- 1. Pipe and fittings
- 2. Insulation
- 3. Supports, sleeves and escutcheons
- 4. Removals
- 5. Testing
- 6. Permits
- 7. Work in connection with other trades
- 8. Tests and adjustments
- 9. Maintenance and guarantee
- 10. Provide gas shut off valves for all equipment

#### Submittals:

B. Submit manufacturers' literature of shop drawings for review, for the following items:

None.

#### Work in Connection With Other Trades:

- 1. Provide proper roughing to all equipment and appliances requiring plumbing. Provide accessible shut-off valves on all services to each item of equipment.
- 2. Be responsible for correct installation and operation of material furnished under his contract whether or not installed by him.

### Tests:

1. Provide all apparatus, temporary work or any other requirements necessary for all plumbing tests. Take all precautions to prevent damage to the building and its contents that may occur by such tests. Repair and make good, at no expense to the owner, any damage so caused.
2. Any defects or deficiencies discovered as a result of tests shall be immediately repaired and tests shall be repeated until all requirements are fulfilled.
3. New water systems shall be tested with 125 psi pressure and stand without loss of pressure for a period of not less than thirty minutes.
4. Sanitary, storm and vent piping shall be tested with a head of water not less than ten feet and stand for a period of sixty minutes without a loss of water.
5. All tests shall be conducted before insulation and prior to closing up of ceilings and walls.
6. Upon completion of tests to water piping, flush lines and disinfect to Health Departments Standards.

### Plumbing Fixtures:

1. Fixtures shall be set in best workmanlike manner and left in first class condition upon completion.
2. Each hot and cold water supply shall be individually valved.
3. All exposed piping shall be chromed plated.
4. All escutcheons shall be of similar design, smooth pattern. All exposed parts chromium plated, including parts furnished by others.
5. Before installing fixtures, blow out water lines to remove any foreign matter.

### Pipe and Fittings:

1. Above Ground Water Piping - type "L" copper hard temper tubing with lead free soldered joints and cast brass or wrought copper fittings.
2. Underground Sanitary and Vent Piping - shall be service weight cast iron with caulked joints.
3. Aboveground Sanitary and Vent Piping - shall be no hub cast iron or copper.

Insulation:

1. Insulate all new hot and cold water piping with 1" foam insulation. Joints shall be finished in a neat workmanlike manner.

Sleeves and Escutcheons:

1. Where pipes pass through walls, steel pipe sleeves shall be provided of ample size to contain pipe and covering when required. Whenever pipes are exposed, escutcheons of the same finish shall be used.

Hangers and Supports:

1. Supports and Hangers shall be provided for all horizontal and vertical piping.
2. All horizontal cast iron pipe shall be supported at each joint and at a maximum of 5' - 0" and when a concentration of fittings occur, additional supports shall be installed.
3. All horizontal steel, copper, and brass piping shall be supported every 8' - 0" maximum. All branch piping shall have separate supports and no branch 6' - 0" or over shall be installed without an approved hanger.

Guarantee:

Guarantee all plumbing labor and materials for one year.

END OF SECTION 15100

SECTION 15500 – DUCTWORK & EXHAUST FAN

A. Description of Work

1. Provide complete design, secure all needed permits and approvals, and extend existing supply and return ducts as required by new construction.
2. Provide ducted exhaust fan to existing soffit
3. Review architectural and provide all labor and material required for a complete extension of existing supply and return ducts and registers into bathrooms as shown in drawings and herein after specified including, but not limited to, the following principal items:

1. Connection to existing ductwork
2. Sheet metal work (where needed)
3. Registers and grilles (metal grilles, submit catalog cuts for approval)
4. Exhaust fans (Bathrooms – with soffit/wall termination NO ROOF PENETRATION)
5. Insulation
6. Supports and sleeves
7. Shop drawings
8. Tests and adjustments
9. Automatic temperature controls and programmable room thermostats
10. Maintenance and guarantee

4. Relocate existing register locations, as required and approved by Architect/Owner.

#### B. SUBMITTALS

1. Within two weeks of contract award, provide a drawing showing all proposed ductwork and registers for Architect's review prior to fabrication. Modify layout as requested by Architect to keep within the architectural parameters of the design.
2. Submit shop drawings for review and approval for the following items:
  - a. Register, grilles, exhaust fans, temperature controls.
  - b. Review of submission shall mean review of equipment design, performance and/or fabrication as to configuration only. Contractor shall be responsible for final system performance and scheduling quantities, physical size to suit allowable space, electrical characteristics, etc.

#### C. MATERIALS

1. Miscellaneous
  - a. Provide rigid aluminum toilet exhaust vent. Vents to terminate outdoors at soffit / wall.
2. Foundations and Supports
  - a. Provide all hangers and supports for equipment including piping, air conditioning units fans, ductwork, etc..
  - b. All ductwork, piping, wiring and equipment shall be hung or supported from structural members only.
  - c. Wires and straps shall be used for permanent supports.

3. Sheet Metal Work

- a. Ductwork shall be constructed of not less than 24 gauge prime galvanized sheet steel and shall conform to the standards set forth in SMACNA "Low Velocity Duct Construction Standards".
- b. All ductwork shall be run concealed. No cutting of structural members will be permitted.

4. Registers and Grilles

- a. Registers, diffusers and grilles shall be aluminum ceiling grills
- b. Provide volume damper for each register and diffuser.
- c. Ductwork and dampers behind registers, grilles and diffusers shall be painted, flat black finish.
- d. Registers and diffusers shall be sized to provide uniform flow without drafts or excessive noise.

5. Exhaust Fans

- a. Provide Nutone exhaust fan/light or equivalent exhaust fan Powder Room
- b. Provide with all accessories and trim required for a complete installation.

6. Insulation

- a. All work shall be done in accordance with manufacturer's recommendation. All joints shall be firmly butted together and vapor sealed. All work shall be finished smooth without raveled edges. All insulation material shall be U.L. listed and labeled for low flame and smoke spread.
- b. Ductwork which is not acoustically lined, shall be insulated with 2" thick fiberglass blanket having a foil skim vapor barrier jacket.

14. Automatic Temperature controls

- a. Thermostats shall be digital programmable type.

D. EXECUTION

- 1. Review architectural and structural drawings and obtain and pay for any required permits.
- 2. All work shall be done in a neat workmanlike manner, in strict accord with local codes and regulations.

3. All piping and ductwork shall be run on warm side of building insulation. All equipment and insulation shall conform to Energy Code requirements.
4. Design Parameters
  - a. Ductwork and registers to be sized to provide satisfactory, draft-free conditions for both heating and cooling.
5. Maintenance and Guarantee
  - a. Guarantee all materials and work for one (1) year from date of acceptance and final approval of installation.
  - b. Provide full maintenance service for one (1) year including all necessary adjustments, replacements and cleaning to maintain system in top working efficiency

END OF SECTION 15500

#### SECTION 16000 - ELECTRICAL WORK

##### A. Scope of Work

1. Provide outlet boxes, receptacles, switches, plates, and connections to equipment and appliances herein specified.
2. Obtain all required permits and underwriter approvals, certificates, etc., and all items necessary for the completion of the work specified under this Section.
3. Provide and install lighting fixtures and appliances as scheduled on the drawings.
4. Provide and install all recessed light fixtures as shown on drawing, trim kit color and style to be selected, submit catalog cut for approval.

##### B. Submittals

1. Submit 1 switch, dimmer, receptacle, and cover plate of each type to be used, to the Architect for approval prior to purchasing.

##### C. Materials

1. Switches – Shall match existing by Leviton or equal, color to be selected.
2. Dimmers to be Lutron Divi or equal, color to be selected.
3. Plates - Shall be Decora, color to be selected.
4. Receptacles - Shall be Leviton Decora Line or equal duplex grounded, color to be selected. Height to be as shown or as directed by Architect or shown on plans.



Special receptacles for equipment as shown on the drawings. Exterior receptacles shall be waterproof type with gasketed spring covers equal to the Leviton 6196.

D. Execution

1. Obtain all required permits, pay all fees required, and provide all necessary temporary light and power during construction. All work shall be in strict compliance with governing codes and requirements, and with rules and regulations of N.E.L. Furnish the Owner with all required certificates upon completion of work. The entire system shall be properly grounded.
2. Circuiting - Shall be provided as required to all switches, light fixtures, receptacles, appliances, equipment, etc. shown on the plans or specified herein. Provide any and all outlets required by codes not shown on plans. Wire size to be minimum #12, larger where required, with ground. Number of outlets per circuit as required by Code (BOCA) (NEC). Separate equipment circuits as required by Code. Provide for all outlets and switches, etc. as called for on drawings.
3. Gang devices as shown on drawings. Height above floor shall match existing or be 48" to center of switches and over counter outlets. 16" to center of wall outlets U.O.N.

END OF SECTION 16000

NON-COLLUSIVE BIDDING CERTIFICATION

This Non-Collusive Bidding Certificate is made pursuant to Section 103-d of the General Municipal Law of the State of New York.

By submission of this bid, Bidder and each person signing on behalf of Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of his or her knowledge and belief:

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

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

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) and (3) above, have not been complied with; provided, however, that if in any case Bidder cannot make the foregoing certification, Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

Dated: \_\_\_\_\_

Bidder: \_\_\_\_\_  
(Legal name of person, firm or corporation)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Please Print Name)

\_\_\_\_\_  
(Title)

State of New York

Town of \_\_\_\_\_) ss.:

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year 2016 before me, the undersigned, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

\_\_\_\_\_  
(Notary Public)