

ADDENDUM NO. 3

Albany Parking Authority

New Convenience Entry and Restrooms at the Quackenbush Square Parking Garage

February 24, 2022

The following addendum items hereby become an integral part and take precedence of the original drawings and project manual as though originally included therein at length and shall be so honored in the preparation of the Contractor's bid and execution of the Contract.

New or revised Project Manual items are noted in bold. Drawing revisions are noted by clouds on individual sheets.

1. PROJECT MANUAL

- a. Replace **Section 00 21 13 Instructions to Bidders** with the attached **Section 00 21 13 Instructions to Bidders**
- b. Replace Section **00 41 10 Bid Form** with the attached **Section 00 41 10 Bid Form**
- c. Replace **Section 01 50 00 Temporary Facilities and Controls** with the attached **Section 01 50 00 Temporary Facilities and Controls**
- d. Replace **Section 01 78 36 Warranties** with the attached **Section 01 78 36 Warranties**

2. DRAWINGS

- a. NONE

3. RESPONSE TO BIDDER'S WRITTEN QUESTIONS

- a. NONE

4. OTHER ITEMS

- a. The Bid period has been extended. Note the new due date. The time due has remained the same.
 - i. Receiving date and time: 2:00 PM, **Tuesday, March 4, 2022**
 - ii. Opening date and time: 2:00 PM, **Tuesday, March 4, 2022**

END OF ADDENDUM NO. 3

SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

Owner: Albany Parking Authority
25 Orange Street,
Albany, NY 12207

Engineer: O&S Associates, Inc.
145 Main St.
2nd Floor
Hackensack, NJ 07601

Project: New Convenience Entry and Public Restrooms at the Quackenbush Square Parking Garage.

GENERAL

1.1 RELATED DOCUMENTS

A. The following list composes the Contract Documents:

1. Invitation to Bid (Section 00 11 16)
2. Instructions to Bidders (Section 00 21 13)
3. Bid Form (Section 00 41 13)
4. Agreement Form (AIA A104)
5. Supplementary Conditions (Section 00 73 00)
6. General Requirements (01 00 00)
7. Technical Specifications
8. Drawings

B. Proposals to be entitled to consideration must be made in accordance with the following instructions:

1. Owner reserves right to award contract in his best interests; to reject any and all Bids; to waive any informalities in Bidding when such waiver is in the best interest of the Owner; and to hold Bids, which shall remain in force and effect, not less than forty-five (45) days after date for receipt of Bids.
2. By submitting a Bid, Contractor acknowledges that he has visited the site, examined work areas, understands site constraints, project permit requirements, scope of work and specifications for the project. Any deviations, discrepancies and omissions from drawings and specifications or site conditions found during bidding different from those described in the contract documents (Drawings and Specifications) shall be brought to the attention of the Engineer for immediate resolution and to send written instructions to all bidders. Neither Owner nor Engineer will be responsible for any oral instructions. Lack of such notification to the Engineer will indicate that the bidder considers the documents to be sufficiently complete to prepare a bid for complete installation including all necessary accessory parts.
3. The drawings and specifications shall be considered to be cooperative and anything appearing in the specifications which may not be indicated on the plans, or vice versa,

shall be considered as part of the contract and must be executed by the contractor the same as though indicated by both.

4. Before submitting a proposal, bidders should carefully examine the drawings and specifications: Check all schedules, visit the site, fully inform themselves as to all existing conditions and limitations and shall include in the proposal a sum to cover the cost of all items included in that part.
5. Any addenda issued during the time of bidding shall be taken into account in preparing proposals and shall become a part of the contract documents.
6. Wherever in the contract documents, a particular article, material, device, form of construction, fixtures, etc., is shown or specified, such article, material, device, form of construction, fixture, etc., shall be known as standard. All PROPOSALS SHALL BE BASED ON STANDARDS SPECIFIED, and where two or more are named, bidders may bid on any so named. The Contractor is responsible for any extra cost due to changes required by substitutions or selection of any other than the first named product. Alternates for bid items are not allowed unless approved by the Engineer prior to Bidding.
7. The Bid Form shall contain a construction sequence conforming to contract documents identifying beginning and completion of construction activities. The sequence shall indicate winter mobilization and spring mobilization, as required.
8. The Contractor shall obtain Bonds, Permits and Certificate of Insurance(s) as required by the contract documents.
9. Bidders should be aware time, as well as money, are of the essence and both shall be considered during bid evaluation.
10. Costs for developing any Proposal shall be the sole responsibility and shall be incurred at the sole risk of the Bidder, whether or not any award results from this solicitation. The Authority will not be responsible for any such costs or expenses incurred by Bidders under any circumstance.
11. Oral, telephone, facsimile or telegraphic modifications to a Proposal will not be accepted.

1.2

- A. **Non-collusion statement.** Pursuant to Public Authority Law §2878, each Bidder must complete the below “NON-COLLUSION PROPOSAL CERTIFICATE PURSUANT TO NEW YORK STATE PUBLIC AUTHORITY LAW § 2878” and submitted with the bidder’s response to this RFP.
- B. **Prevailing Wages.** Contractor acknowledges that this is “public work” as such term is defined by Article 8 of the New York Labor Law, and that all labor will be paid at Prevailing Wages in accordance with the Prevailing Wage Schedule (“PWS”) provided by Owner. Contractor warrants that it shall comply with all relevant legal requirements, including but not limited to the required submission and retention of certified payroll records by Contractor and any of Contractor’s subcontractors. The PWS is fully incorporated into this Agreement as if attached hereto.
- C. **Bidder Responsibility.** Pursuant to State Finance Law §§139-j and 139-k, this request for proposals (“RFP”) includes and imposes certain restrictions on communication between the Albany Parking Authority (“Authority”) and an Offeror/bidder during the procurement process. An Offeror/bidder is restricted from making contacts from the earliest notice of intent to solicit offers (in this instance, the release of this RFP) through final award and approval of the resultant contract by the Authority (“restricted period”) to other than designated individuals unless it is a

contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Only email inquiries are allowed. **The designated individual for this RFP is Sean Palladino, Associate Director of the Authority at spalladino@parkalbany.com.** Authority employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offeror/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a 4-year period, the Offeror/bidder is debarred from obtaining governmental Procurement Contracts. Additionally, the above law requires certain affirmations to be provided to the Authority by bidders and that certain provisions be contained within any contract/award resulting from this RFP. Specifically, the following forms/information is provided:

1. The Authority must obtain from all Offerors the required affirmation (“**Compliance with NYS Finance Law §139-j**”) of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the restricted period for a procurement contract in accordance with State Finance Law §§139-j and 139-k. The affirmation is provided below and must be completed and returned to the Authority when submitting a bid.
2. The Authority must include a disclosure request (“Offeror Disclosure of Prior Non-Responsibility Determinations”) regarding prior non-responsibility determination in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The required form is provided below and is to be completed and returned to the Authority when submitting a bid.
3. The Authority must obtain from all Offerors a required certification (“Bidder Certification”) that the information is complete, true, and accurate regarding any prior findings of non-responsibility, such as non-responsibility pursuant to State Finance Law §139-j. The Offeror must agree to the certification and provide it to the procuring Government Entity. This certification is provided below and must be completed and returned to the Authority when submitting a bid.
4. New York State Law §139-k (5) provides that every procurement contract award subject to the provisions of State Finance Law §§139-k and 139-j shall contain a provision authorizing the Authority to terminate the contract in the event that the certification is found to be intentionally false or intentionally incomplete. An example of such language is provided below:

The Authority reserves the right to terminate this contract in the event it is found that the certification filed by the Offeror in accordance with New York State Law §139-k was intentionally false or intentionally incomplete. Upon such finding, the Authority may exercise its termination right by providing written notification to the Offeror in accordance with the written notification terms of this contract.

1.3 BID SUBMITTALS:

- A. BID Forms shall be made upon the form provided in the Project Manual, and all blank spaces shall be fully filled; numbers shall be stated both in writing and figures; the signature shall be in long hand; and the completed form shall be without interlineations, alteration, or erasure.

B. Submission

1. Bid Forms in triplicate shall be addressed to and delivered to in care of

The Albany Parking Authority
25 Orange Street,
Albany, NY 12207

ATTN: Mr. Matthew Peter
Executive Director

The following shall be noted on the outside of the sealed envelope.

“New Convenience Entry and Public Restrooms at the Quackenbush Square Parking Garage.”

Due Date: **March 1, 2022, at 2:00PM**

C. Each proposal shall be properly signed as follows:

1. When a CORPORATION, with the name of the corporation, signature of an officer or other person properly authorized to enter into obligations for it and his title.
2. When a PARTNERSHIP, with name of partnership and signature of one of the partners.
3. When SOLE PROPRIETORSHIP, with his signature.

1.4 PRE-BID MEETING:

A. A non-mandatory Pre-bid conference will be held at:

1. Date: **February 10, 2022**
2. Time: **2:30PM**
Location: **Quackenbush Square Garage**

Note: All bidders to confirm Pre-bid Meeting attendance by February 09, 2022, at 12:00PM. Confirmations to be sent to Stephanie Wright via email.

TO: swright@parkalbany.com

- B. The successful Contractor, prior to start of work, shall submit a schedule of activities for each day during the entire repair period for approval by Owner and Engineer.

1.5 QUESTION AND ANSWER PERIOD:

- A. Questions must be submitted to the Authority via email by **February 17, 2022, at 2:00PM** to swright@parkalbany.com

1.6 STARTING AND COMPLETION TIME:

- A. Work shall start within ten days after the execution of the Contract.

- B. Substantial completion shall be achieved within **120 Days** of the starting date.
- C. Bid Proposal shall include estimate of number of consecutive calendar days needed to complete the project.

1.7 MISCELLANEOUS:

- A. All (local, state, and federal) laws, codes, ordinances, and regulations pertaining to this class or type of construction shall be obeyed in regard to preparation of bids, letting of contracts, and complete installation of work.

1.8 CONSTRUCTION CONTRACT ADMINISTRATION:

- A. Successful bidders shall furnish to the Engineer, at the time of signing the Contract, the following:
 - 1. List of Sub-Contractors
 - a. Division of Work
 - b. Amount of Sub-Contract
 - c. Firm Name
 - d. Address
 - e. Telephone Number
 - f. Representative
 - 2. List of Major Material Suppliers:
 - a. Division of Work
 - b. Amount of Material Purchase Order
 - c. Firm Name
 - d. Address
 - e. Telephone Number
 - f. Representative
 - 3. Contract Cost Breakdown:
 - a. Shall be provided on AIA Form G-702A.
- B. Indemnity and Insurance by the Contractor:
 - 1. The Contractor shall provide insurance to completely indemnify, defend, protect, and save harmless to the full extent of the law, the Owner, the Engineer, and agents and employees of any of them, from any and all losses, liens, claims, suits, judgments, and proceedings of whatever nature arising out of the conduct of the work or performance of this contract.
 - 2. All insurance that will be required to be maintained by the Contractor shall be in the minimum amounts and for the coverage specified herein and with such insurance companies as approved by the Owner. Insurance companies must be licensed to do business in the state of New York.
 - 3. All insurances shall protect the Owner, the Engineer, agents and employees of any of them and the Contractor, and any sub-contractors, from any losses, claims, suits and judgments, from claims set forth below which may arise out of or result from the

operations of the Contractor under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor, or by a sub-contractor, by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable:

- a. Claims under worker's compensation, disability benefit, and other similar employee benefit, acts which are applicable to the work to be performed;
 - b. Claims for damages because of bodily injury, sickness, or disease, or death of the employees of the Contractor;
 - c. Claims for damages because of bodily injury, sickness, or disease, or death of any person other than the employee of the Contractor;
 - d. Claims for damages insured by usual personal liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
 - e. Claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
 - f. Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance, or use of a motor vehicle; and
 - g. Claims involving contractual liability insurance applicable to the obligations of the Contractor under indemnity provisions.
4. The Contractor shall furnish acceptable endorsements for the Following:
- a. Worker's or Workmen's Compensation:
 - 1) State: Statutory
 - 2) Applicable Federal: Statutory
 - 3) Employer's Liability: One million (\$1,000,000) Dollars.
 - b. Comprehensive General Liability (including Premises-Operations; Independent Contractor's Protective; Products and Completed Operations; Broad Form Property Damage; Blanket Contractual Liability; and Personal Injury):
 - 1) Bodily Injury and Property Damage: Single Limit - One Million (\$1,000,000) Dollars.
 - 2) Property Damage Liability Insurance shall provide explosion (X), collapse (C), and underground (U) coverage, as applicable.
 - c. Comprehensive Automobile Liability:
 - 1) Bodily Injury and Property Damage: Single Limit - One Million (\$1,000,000) Dollars.
 - d. Umbrella excess Liability: Four million (\$4,000,000) Dollars over Primary Insurance.
5. Certificate of Insurance shall state that they are Primary Insurance, where applicable, and shall name the Owner, Engineer, and agents and employees of any of them, as additional insured. Certificates of Insurance shall state that they shall not be canceled, modified, or changed in status except upon (60) days written notice to all named insured. **NO CONTRACT SHALL BE BINDING UPON THE OWNER, OR WORK COMMENCED, UNTIL ALL INSURANCE CERTIFICATES HAVE BEEN FILED WITH AND APPROVED BY THE OWNER, INCLUDING INSURANCE CERTIFICATES FROM ALL SUB-CONTRACTORS.**

C. Application for Payment:

1. The Contractor shall furnish, free of charge, the necessary blank copies of AIA Form G-702 and G-702A for his applications for Payment.
2. Partial payments made as the work progresses shall in no way be considered as an acceptance of any portion of the labor or material embraced in the contract.
3. Material delivered at the site and approved by the Engineer and included in a certified estimate for partial payment shall become the property of the Owner and in no case shall such materials be removed from the site. However, if such material is stolen, destroyed, or damaged by casualty before being used, the contractor will be required to replace it at his own expense. Storage of materials shall comply with the manufacturer's instructions or recommendations.
4. The Contractor, upon receipt of payment, shall reimburse each sub-contractor for labor and materials for which the contractor has received payment from the Owner. The contractor, upon receipt of payment, shall pay each material supplier for materials for which the contractor has received payment from the Owner.
5. Contractor's requests for payment shall normally be submitted by the Contractor once a month.
6. During the course of work, a retainage of five (5%) percent will be withheld from work performed, until the satisfactory completion of all work in the Contract.
7. All materials delivered on the site shall be paid for at the rate of 90 percent of the invoiced value of the material.
8. During the course of construction, payment on estimates approved by the Engineer and filed with the Owner shall be made within 30 days.
9. Evidence, satisfactory to the Owner, may be required to show that all current obligations relating to the work are satisfied before releasing any payment due on the work. Before payment of the final estimate, each contractor shall file a declaration of facts with the Owner, stating that monetary obligations relating to lienable items in connection with this work have been fulfilled. When the major portion of the project is substantially completed and occupied, or in use, or otherwise accepted and there exists no other reasons to withhold retainage, the retained percentages held in connection with such portion will be released from escrow and paid to the Contractor, withholding only that amount necessary to assure completion. The balance of funds will be paid to the Contractor within thirty days from the date of completion and after acceptance by the Engineer and Owner. Provided, however, that nothing in this Contract shall be construed to create an obligation or incur a liability against the Owner in excess of the encumbrances issued to support this Contract.
10. Payment for materials stored, but not installed, may require the Engineer to visit the Contractor's place of storage for verification of all items on the Contractor's certificate. He shall certify that the items are in agreement with the specifications and approved their incorporation into the project.

D. Progress Schedule:

1. The Progress Schedule required by the Owner shall be based on starting construction within 10 days after the notification of the award of the contract and completion of the Project as stipulated in the Contract. After contract is awarded, a meeting shall be held, to be attended by representatives of the General Contractor and all affected Subcontractors, the Engineer, and the Owner's Representative, to work out a definite schedule to be followed for starting and completing each Phase of the work.

1.9 CONTACTS:

- A. In order to assist those invited to submit a proposal and their prospective subcontractors, the following sources are available for consultation:
 - 1.

1.10 PERFORMANCE AND LABOR AND MATERIALS PAYMENT BONDS

- A. The contractor shall provide Payment and Performance bonds in the amount of 100% of the contract price with a bonding company acceptable to the Albany Parking Authority, upon execution of the contract for the Project. No work shall commence under the contract until proof of the procured Payment and Performance bonds has been delivered to the Authority. Failure of the selected proposer to procure Payment and Performance bonds may, at the election of the Authority, result in the suspension, discontinuance, or termination of the contract.

END OF SECTION

SECTION 00 41 10

BID FORM

TITLE: NEW CONVENIENCE ENTRY AND PUBLIC RESTROOMS
AT QUACKENBUSH SQUARE PARKING GARAGE
RECEIVING DATE AND TIME: 2:00 PM TUESDAY, MARCH 04, 2022
OPENING DATE AND TIME: 2:00 PM TUESDAY, MARCH 04, 2022

Owner: Albany Parking Authority
25 Orange Street Albany, NY 12207-2224
(518) 434-8886 Ext. 102
Matthew Peter, Executive Director

Date:

Submitted by:
(full name)
(full address)
.....

See section 00 4300 - Albany Parking Authority RFP Requirements for M/WBE requirements.

OFFER 1 – NEW PUBLIC RESTROOMS:

Provide all labor, materials, equipment, safety measures, temporary shoring, and incidentals necessary to complete the work as shown on the plans and specifications. Provide payment and performance bond, all required permits, and all controlled inspections and testing as required by code. The scope of work includes:

1. New raised concrete slab and footings
2. New railings
3. New CMU walls
4. New steel doors
5. New ceiling finishes
6. New Interior and exterior painting
7. New plumbing fixtures and accessories
8. New plumbing piping (sanitary, vent, cold water, hot water)
9. New vent through roof for plumbing fixtures
10. New floor drains with venting and trap primers
11. New restroom divider system
12. New restroom accessories
13. New electrical sub panel and electrical distribution
14. New lighting and outlets
15. New control system for exhaust fans by timer and occupancy sensors
16. New electric water heater
17. New electric space heaters and controls
18. New electrical ventilation fans and exhaust ductwork
19. New fire dampers for duct penetrations through walls

- 20. New smoke detectors
- 21. New domestic water connected to existing building main
- 22. New sewer line connected to existing building main

Total to complete Work of Bid Item #1: _____ **Dollars**

OFFER 2 – NEW WALL OPENING AND INTERIOR DRIVEWAY:

Provide all labor, materials, equipment, safety measures, temporary shoring, and incidentals necessary to complete the work as shown on the plans and specifications. Provide payment and performance bond, all required permits, and all controlled inspections and testing as required by code. The scope of work includes:

- 1. Demolition of existing concrete façade panel and concrete slab-on-grade
- 2. New sloped concrete floor slab and subbase
- 3. New concrete curb islands
- 4. New steel bollards
- 5. New security fencing and steel column posts
- 6. New high speed roll up door, manual door controller, and open contacts for integration to card access system
- 7. New open electrical and data conduits for future card reader and gates
- 8. Relocation of existing standpipe

Total to complete Work of Bid Item #2: _____ **Dollars**

TOTAL TO COMPLETE WORK OF BASE BID (ITEMS 1-2):

_____ dollars
 (in words)

(\$ _____)
 (in numbers)

in lawful money of the United States of America.
 All applicable federal and State of New York taxes are included in the Bid Sum.

ITEM 4 - ACKNOWLEDGMENTS

Acknowledgment is hereby made of the receipt of the following Addenda:

Addendum No. _____ dated: _____

Addendum No. _____ dated: _____

Addendum No. _____ dated: _____

Addendum No. _____ dated: _____

The foregoing proposal includes all supervision, taxes (if applicable), overhead (including bond and insurance costs), profit and other considerations included in construction contract costs. This offer shall be open to acceptance for forty-five (45) days from the bid closing date.

If the Owner accepts this bid within the time stated above, we will execute the Agreement within fourteen days of receipt of Notice of Award.

If this Bid is accepted, we will achieve substantial completion of the Project within _____ Days after Notice to Proceed is issued.

Included with this Bid is a separate sealed envelope containing the names of the MEP contractors and their prices.

The following documents shall be submitted within seventy-two (72) hours of bid opening and made a condition of the Bid:

1. Bidder Qualifications.
2. List of Subcontractors: Include names of all Subcontractors and portions of the Work each Subcontractor will perform.

ITEM 5 - BID FORM SIGNATURES

Sign Bid Form, as follows:

- Sole Proprietorship: Signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature. Notarize signature.

- Partnership: Signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature. Notarize signature.

- Corporation: Signature of a duly authorized signing officer in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the Bid is signed by officials other than the president and secretary of the company, or the president/secretary/treasurer of the company, submit a copy of the by-law resolution of their board of directors authorizing them to do so, with the Bid Form in the bid envelope.

- Joint Venture: Signature of each party of the joint venture under their respective seals in a manner appropriate to such party as described above, similar to requirements for Partnerships.

BIDDER:

.....

(full name of firm)

.....

BY / TITLE:

.....

BY / TITLE:

.....

BY / TITLE:

.....

was hereunto affixed in the presence of:

.....

(Authorized signing officer)

(Seal)

ITEM 6 - CORPORATE RESOLUTION

RESOLVED that _____ be
(individual)

authorized to sign and submit the bid proposal of this corporation for the following project:

New Convenience Entry and Public Restrooms at the Quackenbush Square Parking Garage

and to include in such bid proposal the certificate as to non-collusion required by section One Hundred Three-D (103-D) of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted by

corporation at a meeting of its Board of Directors held on the _____ day of _____, 2021,
and is still in full force and effect on this _____ day of _____, 2021.

(SEAL OF THE CORPORATION)

Secretary

END OF BID FORM

SECTION 01 50 00 - TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section includes requirements for temporary utilities, support facilities, and security and protection facilities.
- B. Related Requirements:
 - 1. Section 011000 "Summary" for work restrictions and limitations on utility interruptions.

1.3 USE CHARGES

- A. Water and Sewer Service from Existing System: Water from Owner's existing water system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.
- B. Electric Power Service from Existing System: Electric power from Owner's existing system is available for use without metering and without payment of use charges. Provide connections and extensions of services as required for construction operations.

1.4 INFORMATIONAL SUBMITTALS

- A. Site Utilization Plan: Show temporary facilities, temporary utility lines and connections, staging areas, construction site entrances, vehicle circulation, and parking areas for construction personnel.

1.5 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.
- C. Accessible Temporary Egress: Comply with applicable provisions in the United States Access Board's ADA-ABA Accessibility Guidelines and ICC/ANSI A117.1.

1.6 PROJECT CONDITIONS

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

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Portable Chain-Link Fencing: Minimum 2-inch (50-mm), 0.148-inch- (3.8-mm-) thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet (1.8 m) high with galvanized-steel pipe posts; minimum 2-3/8-inch- (60-mm-) OD line posts and 2-7/8-inch- (73-mm-) OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top and bottom rails. Provide galvanized-steel bases for supporting posts.
- B. Insulation: Unfaced mineral-fiber blanket, manufactured from glass, slag wool, or rock wool; with maximum flame-spread and smoke-developed indexes of 25 and 50, respectively.

2.2 TEMPORARY FACILITIES

- A. Storage and Fabrication Sheds: Provide sheds sized, furnished, and equipped to accommodate materials and equipment for construction operations.
 - 1. Store combustible materials apart from building.

2.3 EQUIPMENT

- A. Fire Extinguishers: Portable, UL rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. HVAC Equipment: Unless Owner authorizes use of permanent HVAC system, provide vented, self-contained, liquid-propane-gas or fuel-oil heaters with individual space thermostatic control.
 - 1. Use of gasoline-burning space heaters, open-flame heaters, or salamander-type heating units is prohibited.
 - 2. Heating Units: Listed and labeled for type of fuel being consumed, by a qualified testing agency acceptable to authorities having jurisdiction and marked for intended location and application.

PART 3 - EXECUTION

3.1 TEMPORARY FACILITIES, GENERAL

- A. Conservation: Coordinate construction and use of temporary facilities with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work. See other Sections for disposition of salvaged materials that are designated as Owner's property.

3.2 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
 - 1. Locate facilities to limit site disturbance as specified in Section 011000 "Summary."
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.3 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
- B. Water Service: Connect to Owner's existing water service facilities. Clean and maintain water service facilities in a condition acceptable to Owner. At Substantial Completion, restore these facilities to condition existing before initial use.
- C. Sanitary Facilities: Provide temporary toilets, wash facilities, and drinking water for use of construction personnel. Comply with requirements of authorities having jurisdiction for type, number, location, operation, and maintenance of fixtures and facilities.
- D. Temporary Heating and Cooling: Provide temporary heating and cooling required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed.
 - 1. Provide temporary dehumidification systems when required to reduce ambient and substrate moisture levels to level required to allow installation or application of finishes and their proper curing or drying.
- E. Isolation of Work Areas in Occupied Facilities: Prevent dust, fumes, and odors from entering occupied areas.

1. Maintain dust partitions during the Work. Use vacuum collection attachments on dust-producing equipment. Isolate limited work within occupied areas using portable dust-containment devices.
 2. Perform daily construction cleanup and final cleanup using approved, HEPA-filter-equipped vacuum equipment.
- F. Electric Power Service: Connect to Owner's existing electric power service. Maintain equipment in a condition acceptable to Owner.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

3.4 SUPPORT FACILITIES INSTALLATION

- A. Waste Disposal Facilities: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction. Comply with progress cleaning requirements in Section 017300 "Execution."
- B. Lifts and Hoists: Provide facilities necessary for hoisting materials and personnel.
1. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
 2. All cranes and hoists etc. must be designed, used, maintained according to the safety code.
- C. Temporary Elevator Use: Use of elevators is not permitted.
- D. Temporary Use of Permanent Stairs: Use of stairs for construction traffic will be permitted, provided stairs are protected and finishes restored to new condition at time of Substantial Completion.

3.5 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
1. Where access to adjacent properties is required in order to affect protection of existing facilities, obtain written permission from adjacent property owner to access property for that purpose.
- B. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
1. Comply with work restrictions specified in Section 011000 "Summary."

- C. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- D. Temporary Egress: Maintain temporary egress from existing occupied facilities as indicated and as required by authorities having jurisdiction.
- E. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weathertight enclosure for building exterior.
 - 1. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
- F. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
 - 1. Prohibit smoking in construction areas. Comply with additional limits on smoking specified in other Sections.
 - 2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - 3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
 - 4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

3.6 MOISTURE AND MOLD CONTROL

- A. Contractor's Moisture-Protection Plan: Describe delivery, handling, storage, installation, and protection provisions for materials subject to water absorption or water damage.
 - 1. Indicate procedures for discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water-damaged Work.
 - 2. Indicate sequencing of work that requires water, such as sprayed fire-resistive materials, plastering, and terrazzo grinding, and describe plans for dealing with water from these operations. Show procedures for verifying that wet construction has dried sufficiently to permit installation of finish materials.
 - 3. Indicate methods to be used to avoid trapping water in finished work.
- B. Exposed Construction Period: Before installation of weather barriers, when materials are subject to wetting and exposure and to airborne mold spores, protect as follows:
 - 1. Protect porous materials from water damage.
 - 2. Protect stored and installed material from flowing or standing water.
 - 3. Keep porous and organic materials from coming into prolonged contact with concrete.
 - 4. Remove standing water from decks.
 - 5. Keep deck openings covered or dammed.

- C. Partially Enclosed Construction Period: After installation of weather barriers but before full enclosure and conditioning of building, when installed materials are still subject to infiltration of moisture and ambient mold spores, protect as follows:
 - 1. Do not load or install drywall or other porous materials or components, or items with high organic content, into partially enclosed building.
 - 2. Keep interior spaces reasonably clean and protected from water damage.
 - 3. Periodically collect and remove waste containing cellulose or other organic matter.
 - 4. Discard or replace water-damaged material.
 - 5. Do not install material that is wet.
 - 6. Discard and replace stored or installed material that begins to grow mold.
 - 7. Perform work in a sequence that allows wet materials adequate time to dry before enclosing the material in gypsum board or other interior finishes.

- D. Controlled Construction Period: After completing and sealing of the building enclosure but prior to the full operation of permanent HVAC systems, maintain as follows:
 - 1. Control moisture and humidity inside building by maintaining effective dry-in conditions.
 - 2. Use temporary or permanent HVAC system to control humidity within ranges specified for installed and stored materials.
 - 3. Comply with manufacturer's written instructions for temperature, relative humidity, and exposure to water limits.
 - a. Hygroscopic materials that may support mold growth, including wood and gypsum-based products, that become wet during the course of construction and remain wet for 48 hours are considered defective and require replacing.
 - b. Measure moisture content of materials that have been exposed to moisture during construction operations or after installation. Record readings beginning at time of exposure and continuing daily for 48 hours. Identify materials containing moisture levels higher than allowed. Report findings in writing to Architect.
 - c. Remove and replace materials that cannot be completely restored to their manufactured moisture level within 48 hours.
 - d. Removal and replacement of materials is required if Architect or Project Engineer deems the material to be defective

3.7 OPERATION, TERMINATION, AND REMOVAL

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

- B. Maintenance: Maintain facilities in good operating condition until removal.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.

- C. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.

- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Section 017700 "Closeout Procedures."

END OF SECTION 015000

SECTION 01 78 36 – WARRANTIES

PART 1 - GENERAL:

1.1 RELATED DOCUMENTS:

- A. Drawings and Contract Documents, the Contract and General and Supplementary Conditions included in the Contract and Division-1 Specification Sections, apply to this Section.

1.2 SUMMARY:

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers' standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions 2 through 32.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS:

- A. Standard Product Warranties are preprinted written warranties published by individual manufacturers for products and are specifically endorsed by the manufacturer to the Owner.
- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS:

- A. Related Damages and Losses: When correcting warranted Work that has failed, remove, and replace work that must be removed and replaced to provide access for correction of warranted Work.
- B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- C. Owner's Recourse: Written warranties made to the Owner, they shall not limit the duties, obligations, rights, and remedies otherwise available under the law.

- D. The Owner reserves the right to refuse to accept Work for the Project where a special warranty, certification, or similar commitment is required on such Work or part of the Work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS:

- A. Submit written warranties to the Owner prior to the date certified for Substantial Completion. When a designated portion of the Work is completed and occupied or used by the Owner, submit properly executed warranties to the Owner within fifteen days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a subcontractor, supplier, or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner for approval prior to final execution.
- C. Form of Submittal: At Final Completion compile two copies of each required warranty and bond properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer.
- D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2" by 11" paper.
 - 1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone number of the installer.
- E. Provide warranties and bonds in full color electronic format ("PDF").

PART 2 - PRODUCTS:

Not used

PART 3 - EXECUTION:

3.1 SCHEDULE OF WARRANTIES

- A. The General Contractor shall provide a 1-year warranty for all work performed under contract to conform with the specifications, applicable codes, and industry standards in addition to specific warranties for individual products.
- B. Concrete (Division 3)
 - 1. The contractor shall provide a sole source materials and performance warranty for all concrete work performed to conform with the contract documents, applicable codes, and industry standards and against premature deterioration for a period of five years.

2. Completed concrete repairs shall be guaranteed jointly and severally by the installation (concrete repair) contractor and by the material manufacturer against defects in material and application, for a period of five years from the completion of application. Defects shall include cracking in and around the perimeter, scaling, delamination, spalling and rust staining from underlying reinforcing steel.
3. All defects in concrete repair areas shall be repaired by replacing the defective concrete at no cost to the Owner. Repair work shall include removal and replacement of the joint sealant, elastomeric coating or traffic bearing membrane, and other affected items, as required, at no cost to the Owner.

C. Asphalt (Division 32)

1. The contractor shall provide a sole source materials and performance warranty for all asphalt work performed to conform with the contract documents, applicable codes, and industry standards and against premature deterioration for a period of five years.
2. Completed asphalt repairs shall be guaranteed jointly and severally by the installation (asphalt repair) contractor and by the material manufacturer against defects in material and application, for a period of five years from the completion of application. Defects shall include cracking in and around the perimeter, distressing rutting or potholes.
3. All defects in asphalt repair areas shall be repaired by replacing the defective asphalt at no cost to the Owner.

D. Waterproofing (Division 7)

1. Section 07 90 00 - Sealants, Caulking and Expansion Joints:
 - a. Completed installation of all sealant joints shall be guaranteed jointly and separately, on a single document, by the sealant manufacturer and the installation Contractor for a period of five years starting from the date of substantial completion. The guarantee shall include any failure of the joint system including leakage and cohesion and adhesion failure. Any repairs required during the guarantee period starting from the date of substantial completion shall be performed by the Contractor at no additional cost to the Owner.
2. Section 07 91 00- Expansion Joints:
 - a. The contractor shall provide a sole source materials and performance warranty that the new expansion joint seals, including related work in the slab, will not leak water or de-bond from adjacent concrete for a period of five (5) years.

END OF SECTION