

SECTION 00 20 00

INSTRUCTIONS TO BIDDERS

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1. Receipt and Opening of Bids

The Town of Yorktown herein called the TOWN, acting by and through its Parks & Recreation Superintendent will receive sealed Bids for the construction of the Renovation of the Pools at the Brian J. Slavin Aquatic Center at Shub Oak Park.

Such bids addressed to the Town of Yorktown and endorsed "Bid: Stainless Steel Coping at the Main Pool and Diving Pool and Stainless Steel Finish Replacement at the Wading Pool at the Brian J. Slavin Aquatic Facility" will be received at the Yorktown Clerk's Office at Town Hall, located at 363 Underhill Avenue, Yorktown Heights, NY 10598 until 11:00 AM on Thursday, June 26th, 2025 at which time and place said bids will be publicly opened and read aloud.

If the building at which bids are to be received is closed for any reason on the date and time that bids are due, receipt of bids by the TOWN will be postponed until the next business day at the time originally stated for receipt of bids.

Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified will not be considered. By submission of a bid, the bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

2. Location and Work to be Done

The location, general characteristics, and principal details of the Work are indicated on a set of drawings titled " Brian J. Slavin Aquatic Center Pool Renovation Project" and numbered as follows:

CS-001 Cover Sheet
AQ-001 Site Plan
AQ-100 Depth Marker Plan
AQ-200 Demo and Construction Plans
AQ-201 Demo and Construction Plans
AQ-210 Demo and Construction Details
AQ-400 Typical Details
AQ-500 Equipotential Bonding Plan and Details

Additional drawings showing details in accordance with which the Work is to be done may be furnished by addendum from time to time during the bidding period by the ENGINEER and shall then become a part of the Contract Documents.

The CONTRACTOR shall furnish all labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, and all other things necessary to do all work required for the completion of each item of the Work and as herein specified.

The Work to be done and paid for under any item shall not be limited to the exact extent mentioned or described but shall include all incidental work necessary or customarily done for the completion of that item.

3. Cost of Documents

A cost, in the amount as specified in NOTICE TO BIDDERS, will be accepted by the Town Clerk by check, payable to Town of Yorktown, for each set of Contract Documents. Not refundable.

4. Preparation of Bid

Each bid must be submitted on the prescribed form in Section 00410. All blank spaces for bid prices must be filled in, in ink or typewritten, in both words and figures.

Each bid must be submitted in a sealed envelope bearing on the outside the name of the bidder, his address, and endorsed with the name of the project as specified in Receipt and Opening of Bids, above.

If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as specified in Receipt and Opening of Bids, above.

5. Modification of Bids

Any bidder may modify its bid by written communication at any time prior to the scheduled closing time for receipt of bids. Any telegraphic communication must be received by the TOWN prior to the closing time, and provided further, for any telegraphic communication that modifies a bid the TOWN is satisfied that a written confirmation of the modification over the signature of the bidder was mailed prior to the closing time.

The modification communication shall not reveal the bid price but shall provide the addition or subtraction or other modification so that the final prices or terms will not be known by the TOWN until the sealed bid is opened. If written confirmation is not received within two days from the closing time, no consideration will be given to the facsimile transmission.

6. Obligation of Bidder

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect of his bid.

7. Information not Guaranteed

All information given in the Contract Documents relating to subsurface and other conditions, natural phenomena, existing pipes, and other structures is from the best sources at present available to the TOWN. All such information is furnished only for the information and convenience of bidders and is not guaranteed.

It is agreed and understood that the TOWN does not warrant or guarantee that the subsurface or other conditions, natural phenomena, existing pipes, or other structures encountered during construction will be the same as those indicated in the Contract Documents.

It is further agreed and understood that no bidder or CONTRACTOR shall use or be entitled to use any of the information made available to him or obtained in any examination made by him in any manner as a basis of or grounds for any claim or demand against the TOWN or the ENGINEER, arising from or by reason of any variance which may exist between the information made available and the actual subsurface or other conditions, natural phenomena, existing pipes or other structures actually encountered during the construction work, except as may otherwise be expressly provided for in the Contract Documents.

8. Bid Security

Each bid must be accompanied by a certified check, a bid bond, a treasurer's, or cashier's check, payable to the TOWN, in the amount stated in NOTICE TO BIDDERS. Such

deposits will be returned to all except the three lowest responsible and eligible bidders within five days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids, and the remaining deposits will be returned promptly after the TOWN and the accepted bidder have executed the Contract, or if no notice of intent to award has been presented to any bidder within 30 days, Saturdays, Sundays and legal holidays excluded, after the date of the opening of bids, upon demand of the bidder at any time thereafter.

9. Time for Completion

The bidder must agree to commence work on or before a date to be specified in the written "Notice to Proceed" from the TOWN and to fully complete the project within the time limit stated in Section 00410, FORM OF GENERAL BID.

10. Addenda and Interpretations

No interpretation of the meaning of the plans, specifications or other prebid documents will be made to any bidder orally, and if provided orally, shall not be relied upon by bidders unless confirmed in a written addendum. All information given to bidders other than by means of the plans, specifications, or by addenda, as described below, is given informally, and shall not be used as the basis of a claim against the TOWN or the ENGINEER.

Every request for such interpretation should be in writing (typed, not handwritten) addressed to Weston & Sampson, PE, LS, LA, Architects, PC, 1 Winners Circle, Suite 130 Albany, New York 12205, and to be given consideration must be received at least ten working days prior to the date fixed for the opening of bids.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, when issued will be emailed to all prospective bidders to email addresses furnished by them for such purposes. Bidders picking up sets of bid documents will be given all addenda issued to date and will be required to sign for all documents, acknowledging receipt. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the Contract Documents.

11. Bid Opening Procedure

The following list of requirements shall be met by each filed bid.

Bids shall be filed at the place and before the time specified in Receipt and Opening of Bids, above.

The bid and all accompanying documents so required shall be signed by the Bidder or its authorized representative before submission.

All bidders shall include with their bids written acknowledgment of receipt of all addenda. Refer to acknowledgment form provided in Section 00 40 10, FORM OF GENERAL BID.

12. Comparison of Bids

Bids will be compared on the basis of the quantities and unit and lump sum prices stated in the bid forms.

In the event that there is a discrepancy in Section 00 40 10, FORM OF GENERAL BID between the lump sum or unit prices written in words and figures, the prices written in words will govern.

The TOWN agrees to examine and consider each FORM OF GENERAL BID submitted in accordance with the terms and conditions set forth herein and as set forth in Section 00410, FORM OF GENERAL BID.

13. Right to Reject Bid

The TOWN may consider informal any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities or reject any and all bids, should the TOWN deem it to be in the public interest to do so.

The TOWN may also reject bids which in its sole judgment are either incomplete, conditional, obscure, or not responsive or which contain additions not called for, erasures not properly initialed, alterations, or similar irregularities, and may reject bids for any other reason permitted by law, or the TOWN may waive such omissions, conditions, or irregularities.

14. Ability and Experience of Bidder

No award will be made to any bidder who cannot satisfy the TOWN that it has sufficient ability and experience in this class of work and sufficient capital and plant to enable it to prosecute and complete the work successfully within the time named. The TOWN's decision or judgment on these matters will be final, conclusive, and binding to the fullest extent permitted by law.

The TOWN may make such investigations as it deems necessary, and the bidder shall furnish to the TOWN, under oath if so required, all such information and data for this purpose as the TOWN may request.

15. Conditions of Work

Each bidder must inform himself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of his contract. Insofar as possible the CONTRACTOR, in carrying out his work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor.

16. Security for Faithful Performance

Simultaneously with its delivery of the executed Contract, the CONTRACTOR shall furnish a surety bond or bonds as security for faithful performance of this Contract and for the payment of all persons performing labor and materials under this Contract as specified in Section 00 70 00, GENERAL CONDITIONS included herein each in the amount of 100 percent of its bid. The surety on such bond or bonds shall be a surety company qualified to do business under the laws of the State and satisfactory to the TOWN. The bonds shall remain in force for one year after final acceptance of the work by the TOWN, unless the TOWN, in writing, releases the CONTRACTOR from the obligation sooner.

17. Power of Attorney

Attorneys-in-fact who sign Contract bonds must file with each bond a certified and effectively dated copy of their power of attorney.

18. Laws and Regulations

Applicable provisions of the Laws of New York and Regulations and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Code of Federal Regulations and Laws of New York and Regulations exist, the more stringent requirement shall apply.

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances or bylaws, and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the Contract throughout, and they will be deemed to be included in the Contract the same as though herein written out in full.

19. Liquidated Damages for Failure to Enter into Contract

The successful bidder, upon his failure or refusal to execute and deliver the Contract, Bonds and Certificates of Insurance required within 10 days after receipt of notice of the acceptance of the bid, shall except as otherwise provided by applicable law, forfeit to the TOWN, as liquidated damages for such failure or refusal, the security deposited with his/her bid, provided that the amount forfeited shall not exceed the difference between his/her bid price and the bid price of the next lowest responsible and eligible bidder. In case of death, disability, bonafide clerical or mechanical error of a substantial nature, or other similar unforeseen circumstances affecting the bidder, his/her bid deposit will be returned.

20. Indeterminate Items and Estimated Quantities

The work to be done under this Contract has been divided into parts or items, if applicable, to enable each bidder to bid on different portions of the work in accordance with its estimate of their cost and so that the actual quantity of work executed under each item may be paid for at the price bid for that particular item, even though each bidder may have judged that such quantity may be greater or less than the estimated quantity stated in Section 00 40 10, FORM OF GENERAL BID.

21. Prevailing Wage Rates

Applicable provisions of the New York State Department of Labor and/or the United States Code and Code of Federal Regulations govern this Contract and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between the Code of Federal Regulations and State Laws and Regulations exist, the more stringent requirement shall apply.

Prevailing Wage Rates as determined by the Commissioner of the New York State Department of Labor apply to this project. It is the responsibility of the contractor, before bid opening, to request from the Bureau of Public Work, if necessary, any additional information on Prevailing Wage Rates for those trades people who may be employed for the proposed work under this contract.

22. NYSDOL Registration

Labor Law Section 220-i(6) prohibits contractors from bidding on public work and subcontractors from commencing work unless the contractor or subcontractor is registered with NYSDOL. Contractors and their Subcontractors are required to provide proof of registration as required by Labor Law Section 220-i as a minimum qualification and that failure to provide proof of registration will disqualify a bidder. Contractors and Subcontractors shall be registered as required by Labor Law Section 220-i before commencing work on a covered project.

23. Guarantee

The Contractor shall guarantee that the Work and Services to be performed under the Contract, and all workmanship, materials and equipment performed, furnished, used or installed in the construction of the same shall be free from defects and flaws, and shall be performed and furnished in strict accordance with the Drawings, Specifications, and other contract documents, that the strength of all parts of all manufactured equipment shall be adequate and as specified and that the performance test requirements of the contract shall be fulfilled. This guarantee shall be for a period of one year from and after the date of completion and acceptance of the Work as stated in the final estimate. If part of the Work is accepted in accordance with that subsection of this AGREEMENT titled "Partial Acceptance", the guarantee for that part of the Work shall be for a period of one year from the date fixed for such acceptance.

If at any time within the said period of guarantee any part of the Work requires repairing, correction or replacement, the TOWN may notify the Contractor in writing to make the required repairs, correction, or replacements. If the Contractor neglects to commence making such repairs, corrections, or replacements to the satisfaction of the TOWN within seven (7) days from the date of receipt of such notice, or having commenced fails to prosecute such Work with diligence, the TOWN may employ other persons to make said repairs, correction, or replacements, and charge the costs, including compensation for additional professional services, to the Contractor.

23. Safety and Health Regulations

This Project is subject to the Safety and Health Regulations of the U.S. Department of Labor set forth in Title 29 CFR, Part 1926 and to all subsequent amendments, and to the New York State Department of Labor, Division of Safety & Health, Official Compilation of Codes, Rules & Regulations (NYCCR) of the State of New York. Contractors shall be familiar with the requirements of these regulations.

24. Efficiency Guarantee Bond

Whenever it is written that an equipment manufacturer must have a specified period of experience with his product, equipment which does not meet the specified experience period can be considered if the equipment supplier or manufacturer is willing to provide an “Efficiency Guarantee Bond” or cash deposit for the duration of the specified time period which will guarantee replacement of that equipment in the event of failure.

25. OSHA 10 Hour Construction Safety and Health Course Requirements

Under Article 8 of the New York State Labor Law, for any public works project of at least \$250,000 in value, all laborers, workers, and mechanics working on the construction site shall be certified as having successfully completed a minimum of 10 hours of Construction and Health Safety Training, as approved by OSHA. The Contractor, subcontractor, or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall provide proof to the Engineer of certification for successfully completing the course for each employee, prior to performing any work on the project.

END OF SECTION

SECTION 00 40 10

FORM OF GENERAL BID

Proposal of _____(hereinafter called "Bidder")*

☐ a corporation, organized and existing under the laws of the State of _____

☐ a joint venture

☐ a partnership

☐ an individual doing business as _____

To _____ (hereinafter called the Town).

The undersigned Bidder, in compliance with your invitation for bids for the construction of the Stainless Steel Coping at the Main Pool and Diving Pool and Stainless Steel Finish Replacement at the Wading Pool at the Brian J. Slavin Aquatic Facility having examined the plans and specifications with related documents and the site of the proposed work and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies and to construct the project in accordance with the contract documents, as prepared by Weston & Sampson PE, LS, LA, Architects, PC, within the time set forth therein and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid is a part.

The Bidder hereby agrees to commence work under this contract on or before a date to be fixed in the written "Notice to Proceed" given by the Town to the Contractor and to fully complete the project within 240 consecutive days of the start date fixed in the "Notice to Proceed." The Bidder further agrees to pay as liquidated damages the sum of \$1,000 for each consecutive calendar day thereafter during which the work has not been fully completed.

Bidder acknowledges receipt of the following addenda:

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

No. _____ Dated: _____

TOWN OF YORKTOWN

CONTRACT ITEMS

STAINLESS STEEL COPING AT THE MAIN POOL AND DIVING
POOL AND STAINLESS STEEL FINISH REPLACEMENT AT THE
WADING POOL AT THE BRIAN J. SLAVIN AQUATIC FACILITY

PAYMENT ITEM NO.	PAYMENT ITEM DESCRIPTION & UNIT PRICE (IN WORDS)	ESTIMATED QUANTITY (UNIT)	UNIT PRICE (IN FIGURES)	TOTAL AMOUNT (IN FIGURES)
1	MAIN POOL, DIVING POOL, AND WADING POOL COPING REPLACEMENT			
	AND _____ DOLLARS	LS		
	CENTS			
	TOTAL			
	AND _____ DOLLARS			
	CENTS			

TOTAL OF BID

The proposed Lump Sum contract price for both project areas, all-inclusive is:
_____ Dollars
and _____ Cents (\$_____).

BIDS SHALL BE EVALUATED BY THE LOWEST TOTAL BID.

(All entries shall be made clearly in ink or typewritten. Amounts are to be shown in both words and figures. In case of discrepancy, the amount shown in words shall govern).

The above lump sum price shall include all labor, materials, bailing, shoring, removal, overhead, profit, insurance, etc., to cover the finished work of the several kinds called for.

The Bidder will comply with all local, state, and federal statutes, and will comply with the anti-discrimination clauses attached hereto as Schedule C, and made a part hereof, and will adhere to the requirements set forth in the aforesaid advertisement.

The Bidder agrees that it has complied with Section 103-d of the General Municipal Law of the State of New York, and agrees that it will comply with Section 103-a of said law. Copies of such section are attached hereto and made a part of these contract documents, and designated as Schedule D.

The Bidder will comply with section 220-h of Article 8 of the New York State Labor Law, which requires all workers on the construction site of a public works project with a value of at least \$250,000 to have received at least 10 hours of construction safety and health training as approved by OSHA.

The contract will be awarded to the lowest responsible and eligible bidder.

The Bidder understands that the Town reserves the right to reject any or all bids and to waive any informalities in the bidding.

The Bidder agrees that this bid shall be good and may not be withdrawn for a period of 30 days, Saturdays, Sundays, and legal holidays excluded, after the opening of bids.

Within 10 days of receipt of the written notice of acceptance of this bid, the Bidder will execute the formal agreement attached in Section 00520 AGREEMENT.

Bid security is attached in the sum of five percent (5%) of the total bid in accordance with the conditions of Section 00200 INSTRUCTIONS TO BIDDERS. The bid security may

become the property of the Town in the event the contract and bond are not executed within the time set forth above.

The selected Contractor shall furnish a performance bond and a payment bond in an amount at least equal to one hundred percent (100%) of the contract prices in accordance with Section 00610 PERFORMANCE BOND, Section 00615 PAYMENT BOND, and as stipulated in Section 12 of Section 00700 GENERAL CONDITIONS of these specifications.

The undersigned offers the following information as evidence of his qualifications to perform the work as bid upon according to all the requirements of the plans and specifications.

1. Have been in business under present name for _____ years.
2. The names and addresses of all persons interested in the bid (if made by a partnership or corporation) as Principals, are as follows:

(Attach supplementary list if necessary)

3. The Bidder shall state below what work of a similar character to that included in the proposed contract he has done, and give references that will enable the Town to judge his experience, skill and business standing (add supplementary page if necessary).

Completion Date	Project Name	Contract Amount	Design Engineer	Reference Name	Telephone No.
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a.

b.

c.

d.

e.

f.

07/12/2017

00410-5

The undersigned hereby certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work.

Respectfully submitted:

Date _____

By _____

(Signature)

(Name - Typed or Printed)

(Title)

(SEAL - if bid is by a corporation)

(Business Name)

(Federal ID Number)

(Business Address)

(City and State)

(Telephone Number)

(Fax Number)

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SCHEDULE C

NON-DISCRIMINATION CLAUSE

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status and will undertake programs of affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference, but not be limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off, or termination, rates of pay or other forms of compensation, and selection for training or re-training, including apprenticeship and on-the-job training.

2. If the CONTRACTOR is directed to do so by the Town or the Office of State Contract Compliance (hereafter OSCC), the CONTRACTOR shall request each employment agency, labor union or representative will not discriminate because of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the CONTRACTOR'S obligation hereunder and the purposes of Executive Order 45 (1977).

3. The CONTRACTOR will state, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race creed, color, national origin, sex, age, disability or marital status.

4. The CONTRACTOR will comply with all the provisions of Executive Order 45 (1977) and of rules, regulations and orders issued pursuant thereto and will furnish all information and reports required by said Executive Order or such rules, regulations and orders, and will permit access to its books, records and accounts and to its premises by the DEPARTMENT or the OSCC for the purposes of ascertaining compliance with said Executive Order and such rules, regulations and orders.

5. If the CONTRACTOR does not comply with the equal opportunity provisions of this contract, with Executive Order 45 (1977), or with such rules, regulations, this contract or any portion thereof, may be canceled, terminated, or suspended or payments thereon withheld, or the CONTRACTOR may be declared ineligible for future State-assisted contracts, in accordance with procedures authorized in Executive Order 45 (1977), and such other sanctions may be imposed and remedies invoked as are provided in said Executive Order or by rule, regulation or order issued pursuant thereto, or as otherwise provided by law.

SCHEDULE D

SECTION 103-d GENERAL MUNICIPAL LAW OF NEW YORK STATE

Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency, or official thereof where competitive bidding is required by statute, rule regulation or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the bidder and affirmed by such bidder as true under the penalties of perjury: Non-Collusive bidding certification.

a. Submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. 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; and

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

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

b. A bid shall not be considered for award, nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (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.

The fact that a bidder (a) has published prices lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

2. Any bid hereafter made to any political subdivision of the state or any public department, agency, or official thereof by a corporate bidder for work or service performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule regulation or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

SECTION 00 40 20

BIDDER'S QUALIFICATION FORM

This form should be submitted upon request of Owner by the three lowest Bidders after opening of the bids, in accordance with Paragraph 3.1 of Section 00 20 00 - INSTRUCTIONS TO BIDDERS.

1. Name of Contractor _____
2. How many years experience have you had in construction work of the same general type as this Contract? _____
3. Give information about the construction experience of the principals of your present organization who will be involved in the Contract (Add additional sheets if necessary):

<u>Individual's Name</u>	<u>Present Position in Organization</u>	<u>Years of Construction Experience</u>	<u>Proposed Size and Type of Work</u>	<u>Position for This Contract</u>

4. Give information about your present contract workload, or contracts to which you are committed:

<u>Contract Price</u>	<u>Type of Construction</u>	<u>Location of Work</u>	<u>Percentage Completed</u>	<u>Expected Completion Date</u>	<u>Name and Address of Owner</u>

5. Has your organization or any other partner thereof, failed to complete a construction contract? _____

6. References. Give only engineers, architects or owner's representatives who are directly familiar with your work on similar projects.

<u>Name</u>	<u>Business Address</u>	<u>Telephone</u>	<u>Project</u>

7. Is any litigation pending against your organization? _____

8. Has your organization been denied any construction project where it was the lowest bidder? _____

If yes, give details: _____

9. Give as reference a surety company or companies regarding your organization's financial responsibility and general reliability:

Name of Surety Company: _____

Name of Local Agent (if different): _____

Local Address: _____

Telephone: _____

Person familiar with Bidder's account: _____

10. Attach a financial statement, audited if available, including your organization's latest balance sheet and income statement, prepared in accordance with generally accepted accounting principles. (This statement shall be for the local firm submitting the Bid, unless the local firm is a branch or subsidiary for which separate accounts are not available, in which case the statement shall be for the organization(s) which will contract to be a guarantor of any contract resulting from this Bid. Attach a notarized statement of an officer of that organization describing the relationship to the local firm and stating that the organization will act as guarantor of the local firm's contracts.) Any financial statement shall include:

A. Assets: list

1. Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses)
 2. Net Fixed Assets
 3. Other Assets
 4. Total Assets (the sum of A1, A2 and A3)
- B. Liabilities: list
1. Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provisions for income taxes, advances, accrued salaries and accrued payroll taxes)
 2. Other Liabilities (e.g., capital, capital stock, authorized and outstanding share par values, earned surplus and retained earnings)
 3. Total Liabilities (the sum of B1 and B2)
- C. Net Worth (A minus B)
- D. Billings: State the firm's average annual billings for the five years prior to the date of this Bid and the total billings for the six months prior to the date of this Bid.
- E. State the name and address of the person or firm preparing this financial statement.
- F. State the name and address of the person or firm (if any) auditing this financial statement. If this statement was not audited, state "not audited".

SECTION 00 40 30

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:

1. 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;
2. 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
3. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

A bid shall not be considered for award, nor shall any award be made where (1) (2) 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 2025 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)

SECTION 00 50 20

AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2025, by and between The Town of Yorktown hereinafter called "TOWN," acting herein through its Parks & Recreation Superintendent, and _____ doing business as (a corporation) (a limited liability company) (a partnership) (a joint venture) (an individual) * located in the (City) (Town)* of _____, County of _____, and State of _____, hereinafter called "CONTRACTOR."

WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned, to be made and performed by the TOWN, the CONTRACTOR hereby agrees with the TOWN to commence and complete the project described as follows:

**STAINLESS STEEL COPING AT THE MAIN POOL AND DIVING POOL AND
STAINLESS STEEL FINISH REPLACEMENT AT THE WADING POOL AT THE
BRIAN J. SLAVIN AQUATIC FACILITY**

hereinafter called the project, for the sum of _____ Dollars and _____ Cents (\$ _____) and all extra work in connection therewith, under the terms as stated in the Contract Documents; and at its own proper cost and expense to furnish superintendence, labor, services, materials, equipment, plant, machinery, apparatus, appliances, tools, supplies, bailing, shoring, removal, and all other things necessary to complete the said project in accordance with the conditions and prices stated in Section 00410, FORM OF GENERAL BID, Section 00700, GENERAL CONDITIONS, the plans, which include all maps, plates, drawings, blue prints, and the specifications and all other contract documents therefor as prepared by Weston & Sampson, PE, LS, LA, Architects, PC, including all bid documents.

The CONTRACTOR hereby agrees to commence work under this contract on or before a date to be fixed in the written Notice to Proceed given by the TOWN to the CONTRACTOR and to fully complete the project within 240 consecutive days of the start date fixed in the Notice to Proceed. The CONTRACTOR further agrees to pay as liquidated damages the sum of \$1,000 for each consecutive calendar day thereafter during which the work has not been fully completed.

The CONTRACTOR shall not discriminate against or exclude any person from participation herein on grounds of race, color, religious creed, national origin, sex, sexual orientation, ancestry, or age; and that it shall take affirmative actions to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, religious creed, national origin, sex, sexual orientation, ancestry, age, or handicapped status.

The CONTRACTOR shall not participate in or cooperate with an international boycott, as defined in Section 999 (b)(3) and (4) of the Internal Revenue Code of 1986, as amended, or engage in conduct declared to be unlawful by New York State General Laws.

Applicable provisions of New York General Laws and Regulations and/or the United States Code and Code of Federal Regulations govern this Agreement and any provision in violation of the foregoing shall be deemed null, void and of no effect. Where conflict between Federal and State Laws and Regulations exists, the more stringent requirement shall apply.

The TOWN agrees to pay the CONTRACTOR in current funds for the performance of the Agreement, subject to additions and deductions, as provided in Section 00700, GENERAL CONDITIONS, and to make payments on account thereof as provided in Section 00700, GENERAL CONDITIONS.

The Contractor shall submit and shall require all of its subcontractors required to keep a record of hours and wages paid to laborers employed on the project to submit to the awarding authority within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll records, subscribed and affirmed to be true.

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in six (6) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

AGREED:

_____, Town of Yorktown _____, New York
(TOWN)

By _____

(Name)

(Title)

(Contractor)

By _____

(Name)

(Title)

(Address)

(City and State)

Approved as to Form:

By _____
(TOWN's Counsel)

(Name)

This is to certify that an appropriation in the amount of this Contract is available therefor and that the Water Superintendent has been authorized to execute the Contract and approve all requisitions and change orders.

By _____
(TOWN's Accountant)

(Name)

CERTIFICATE OF VOTE
(to be filed if Contractor is a Corporation)

I, _____, hereby certify that I am the duly qualified and acting Secretary of
(Secretary of Corporation)
_____ and I further certify that a meeting of the Directors of said company,
duly called and held on _____, at which all members were present and voting, the
(Date of Meeting)
following vote was unanimously passed:

VOTED: To authorize and empower

Anyone acting singly, to execute Forms of General Bid, Contracts or Bonds on behalf of the Corporation.

I further certify that the above vote is still in effect and has not been changed or modified in any respect.

By: _____
(Secretary of Corporation)

A True Copy:

Attest: _____
(Notary Public)

My Commission Expires: _____
(Date)

Contractor's Certification

A Contractor will not be eligible for award of a contract unless such Contractor has submitted the following certification, which is deemed a part of the resulting contract:

CONTRACTOR'S CERTIFICATION

Name of the General Contractor

certifies that it:

1. Will not discriminate in their employment practices;
2. Intends to use the following listed construction trades in the work under the contract:

and

3. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
4. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
5. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
6. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Contractor

Date

Printed name of authorized representative of Contractor

Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the General Contractor the following certification, which will be deemed a part of the resulting subcontract:

SUBCONTRACTOR'S CERTIFICATION

Name of the Subcontractor

certifies that it:

7. Will not discriminate in their employment practices;
8. Intends to use the following listed construction trades in the work under the contract:

and

9. Will make good faith efforts to comply with the minority employee and women employee workforce participation ratio goals and specific affirmative action steps contained herein; and
10. Is in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and
11. Will provide the provisions of the "Supplemental Equal Employment Opportunity, Non-Discrimination and Affirmative Action Program" to each and every subcontractor employed on the Project and will incorporate the terms of this Section into all subcontracts and work orders entered into on the Project.
12. Agrees to comply with all provisions contained herein.

Signature of authorized representative of Subcontractor

Date

Printed name of authorized representative of Subcontractor

END OF SECTION

SECTION 00 60 10

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, LLC or Individual)
_____ of _____, State of _____
(Surety) (City)
hereinafter called the "Surety" and licensed by the Department of Financial Services to do
business under the laws of New York State are held and firmly bound to the Town of Yorktown,
New York, hereinafter called "Town", in the penal sum of
_____ Dollars and
_____ Cents(\$ _____) in lawful money of the
United States, for the payment of which sum well and truly to be made, we bind ourselves, our
heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas the Principal has
entered into a certain contract with the Town (the "Contract"), dated the _____ day of
_____, 20____, which Contract is by reference made a part hereof, for the
construction described as follows:

**STAINLESS STEEL COPING AT THE MAIN POOL AND DIVING POOL AND
STAINLESS STEEL FINISH REPLACEMENT AT THE WADING POOL AT THE
BRIAN J. SLAVIN AQUATIC FACILITY**

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties,
all the undertakings, covenants, terms, conditions, and agreements of the Contract during the
original term thereof, and any extensions thereof which may be granted by the Town, with or
without notice to the Surety, and if he shall satisfy all claims and demands incurred under the
Contract, and shall fully indemnify and save harmless the Town from all costs and damages
which it may suffer by reason of failure to do so, and shall reimburse and repay the Town all
outlay and expense which the Town may incur in making good any default, then this obligation
shall be void; otherwise, this obligation shall remain in full force and effect.

PROVIDED, FURTHER, that the Surety's obligation under this Bond shall arise after
(1) the Town has declared the Principal in default of the Contract or any provision thereof, or (2)
has declared that the Principal has failed, or is otherwise unable or unwilling, to execute the work
consistent with, and in conformance to, the Contract (collectively referred to as a "Contractor
Default"). The determination of a Contractor Default shall be made solely by the Town. The
Town need not terminate the Contract to declare a Contractor Default or to invoke its rights
under this Bond, and Contractor hereby agrees not to assert any claims against Surety under any
indemnity or similar agreements on the grounds that Surety has interfered with the Contract by
fulfilling its obligations hereunder in the absence of a termination of said Contract.

When the Surety's obligation under this Bond arises, the Surety, at its sole expense and at
the consent and election of the Town, shall promptly take one of following steps: (1) arrange for

the Principal to perform and complete the work of the Contract; (2) arrange for a contractor other than the Principal to perform and complete the work of the Contract; (3) reimburse the Town, in a manner and at such time as the Town shall reasonably decide, for all costs and expenses incurred by the Town in performing and completing the work of the Contract. Surety will keep Town reasonably informed of the progress, status, and results of any investigation of any claim of the Town.

If the Surety does not proceed as provided in this Bond with due diligence and all deliberate speed, the Surety shall be deemed to be in default of this Bond, and the Town shall be entitled to enforce any remedy available to the Town.

After the Surety's obligation under this Bond arises, the Surety is obligated, to the limit of the amounts of this Bond, for (1) the correction of defective work and completion of the Contract; (2) additional design, professional services, and legal costs, including attorney's fees, resulting from the Contractor Default or from the default of the Surety under this Bond; (3) any additional work beyond the Contract made necessary by the Contractor Default or default of the Surety under this Bond; (4) indemnification obligations of the Principal, if any, as provided in the Contract; and (5) liquidated damages as provided in the Contract, or if no such damages are specified, actual damages and consequential damages resulting from the Contractor Default or any default of the Surety under this Bond.

Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction in the State of New York.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

The Surety providing the Bond shall have a rating of A or better within Best's Key Rating Guide.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____ Principal	_____ Witness as to Principal Signature
By _____ Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

ATTEST:

_____ Surety	_____ Witness as to Surety Signature
By _____ Attorney-in-Fact Signature	_____ Name and Title
_____ Name and Title	_____ Address
_____ Address	_____ City and State
_____ City and State	(SEAL)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF SECTION

SECTION 00 60 15

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: That we _____
(Name of Contractor)
a _____ hereinafter called "Principal" and
(Corporation, Partnership, Joint Venture, Limited Liability Company, or Individual)
_____ of _____, State of _____
(Surety) (City) (State)

hereinafter called "Surety" and licensed to do business under the laws of the State of New York are held and firmly bound to the Town of Yorktown, New York, hereinafter called "Town," in the penal sum of _____ Dollars and _____ Cents (\$_____) in lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal has entered into a certain contract with the Town (the "Contract"), dated the _____ day of _____, 20____, which Contract is by reference made a part hereof, for the construction described as follows:

**STAINLESS STEEL COPING AT THE MAIN POOL AND DIVING POOL AND
STAINLESS STEEL FINISH REPLACEMENT AT THE WADING POOL AT THE
BRIAN J. SLAVIN AQUATIC FACILITY**

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, FURTHER, that the said Surety, for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of this Contract or to the work or to the specifications. The Surety Company providing the bond shall have a rating of A or better within the Best Key Rating Guide.

PROVIDED, FURTHER, that no final settlement between the Town and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is executed in ____ () counterparts, each one of which shall be deemed an original, this the _____ day of _____, 20__.

ATTEST:

_____	_____
Principal	Witness as to Principal Signature
By _____	_____
Signature	Name and Title
_____	_____
Name and Title	Address
_____	_____
Address	City and State

City and State	(SEAL)

ATTEST:

_____	_____
Surety	Witness as to Surety Signature
By _____	_____
Attorney-in-Fact Signature	Name and Title
_____	_____
Name and Title	Address
_____	_____
Address	City and State

City and State	(SEAL)

NOTE: Date of Bond must not be prior to date of Contract. If Contractor is a Partnership, all partners should execute Bond.

END OF SECTION

SECTION 00 70 00
GENERAL CONDITIONS

<u>Section Numbers</u>	<u>Heading</u>
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 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
Section 21.	Delivery Point
Section 22.	Date of Delivery
Section 23.	Damages
Section 24.	Warranty/Guarantee

<u>Section Numbers</u>	<u>Heading</u>
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.¹

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

- 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

- 1.1 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 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.
- 1.2 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.
- 1.3 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 no 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 at torn 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 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 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 Contractor'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.

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 properly 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.

SECTION 01 10 00

SUMMARY OF WORK

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. The requirements of this section apply to all work as indicated and as specified herein.

1.2 QUALITY ASSURANCE:

A. Design Standards:

1. Within the limits of constraints imposed by existing conditions, it is intended that the work of this contract shall comply with the following requirements:
 - a. Building Code Of New York State (IBC 2018 Amended), Chapter 3109
 - b. New York State Plumbing Code (IPC 2018 Amended)
 - c. New York State Energy Code (IECC 2018 Amended)
 - d. New York State Accessibility Code (ICC/ANSI A117.1 2009)
 - e. 2010 ADA Standards
 - f. New York State Electrical Code (NFPA 70 2017), Article 680
 - g. New York State Sanitary Code, NYCRR Part 6, Subpart 6-1 Public Swimming Pools
 - h. Westchester County Sanitary Code, Chapter 873, Article XII
 - i. ANSI/APSP/ICC-16 Standard For Suction Outlet Fitting Assemblies

- B. Experience Qualifications: Contractor shall have been in business over 10 years under the current company name. Submit list of 5 projects, completed within the past four years, 3 of which can consist of current projects under construction. SPC shall submit a list of contacts on all the referenced projects.

- C. Installation of Pool System and Equipment: Work shall be performed by or under direct supervision of a supervisor with a minimum of 5 years' experience in construction and equipping of public pools and commercial pools of similar nature. Pool equipment and system shall be installed by specialists experienced in swimming pool work and licensed or approved by manufacturer to ensure installation and performance in accordance with manufacturer's warranties and guarantees.

1.3 SUBMITTALS:

- A. Shop Drawings: Submit coordinated pool structural steel shop drawings, showing types of anchors and method of anchoring fixed equipment. Provide rough-in information interfacing mechanical and electrical work and accurately dimensioned locations for sleeves, inserts, and anchors to be cast into concrete and installed into the building structure. SPC shall submit on all materials to be supplied in the construction of this project, certifications, and resumes as stated in each section.
- B. Health Department: In accordance with the New York Department of Health regulations and Westchester County Department of Health regulations, submit plans, permit applications, and any other associated items for a complete health department submittal. The health department submittal shall bear a signed and sealed stamp for a registered professional engineer. SPC to bear any costs associated with permit fees.
- C. Certification: Submit complete equipment list and duplicate copies of certificate from equipment manufacturer, properly attested, with statement that materials meet

requirements of Contract Documents. Submit certificate for approval before doing any work.

- D. Product Data: Submit manufacturer's data for operating equipment, valves, piping, drains, and equipment. Include roughing-in information for mechanical and electrical work. Product data shall be job specific. Generic submittals will be rejected.
- E. Maintenance Data: Submit two (2) sets of operating and maintenance manuals. Include operating instructions, maintenance recommendations for equipment and finishes, parts list, troubleshooting information, and similar data. Manual must be approved prior to training of Owner's personnel. The manuals shall be job specific to the item supplied for this job.
- F. Contract Documents: Drawings are diagrammatic in part and are meant to indicate general arrangement of systems and equipment. Information shown on plans but not on sections or schedules and vice-versa, shall be provided as if expressly required on both. It is not intended that Contract Documents indicate every fitting offset, line or component necessary for a particular supplier's system; but it is intended that systems and equipment supplied shall be complete and operational, whether or not shown or specified. Specified items may in fact be disapproved during Submittal Review if they do not form part of a complete system. SPC shall submit to the Engineer and Construction Manager their proposed piping and equipment layout for the proposed pool.
- G. If a discrepancy exists between technical drawings and written specifications, the SPC shall notify the General Contractor and the Engineer immediately for clarification.
- H. Permits: SPC shall be responsible for obtaining and paying for all permits, inspections, licenses and certificates required for work under this Section.

1.4 PRODUCT DELIVERY AND STORAGE:

- A. Deliver material in manufacturer's original, unopened containers and crates with all labels intact and legible.
- B. Deliver materials in sufficient time and quantity to allow continuity of work and compliance with approved construction schedule.
- C. Handle materials in a manner to prevent damage.
- D. Store all materials on clean raised platforms with weather protective covering when stored outdoors. Provide continuous protection of materials against damage and deterioration.
- E. Remove damaged materials from site. Replace any materials that have been damaged during construction.

1.5 GUARANTEES:

- A. Provide standard written manufacturers' guarantees in the Owner's name for materials furnished under this Section where such guarantees are offered in the manufacturers' published product data.
- B. Furnish written warranty for materials and workmanship of systems installed under this Section against defect in materials and workmanship for 1 year.
- C. The SPC warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality

required or permitted and that the Work will confirm with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized may be considered defective. The SPC's warranty excludes remedy for damage or defect caused by abuse, improper or insufficient maintenance, improper operation or insufficient maintenance, improper operation, modification not executed by the SPC or the Owner; the SPC shall furnish satisfactory evidence as to the kind and quality of materials and equipment. All warranties shall be for a minimum period of one year or the length of the standard warrantee, whichever is greater, from the date of Substantial Completion, unless otherwise specified.

- D. The SPC shall agree to repair or replace any defective work at no cost to the Owner, upon written notification from the Owner within the warranty period. Prorated warranties are not acceptable.

PART 2 - PRODUCTS

2.1 MANUFACTURERS:

- A. Products of particular manufacturers have been specified to establish a standard of quality and performance.
- B. Proposals, including list of manufacturers and itemized products for other systems, will be reviewed by Engineer and General Contractor to determine their comparability to scope and quality required by Contract Documents.
- C. All equipment furnished hereunder shall be by manufacturers with at least 5 years' experience in the fabrication and installation of the item specified with at least 10 installations on public pools similar in scope to this project.

2.2 MATERIALS:

- A. As specified for individual items in each Section.

PART 3 - EXECUTION

3.1 Testing and Inspection:

- A. Contractor shall coordinate inspector services for all concrete and steel reinforcing, or any products that will be inaccessible for inspection.
- B. All water for filling the pool shall be provided by the Owner. Prior to filling the pool, water shall be confirmed clean without rust or other minerals that might stain or damage finished surfaces.
- C. Additional testing requirements are required per the individual Specification Sections for the Pool.

END OF SECTION

SECTION 01 11 00

CONTROL OF WORK AND MATERIALS

PART 1 – GENERAL

Not Used

PART 2 – PRODUCTS

Not Used

PART 3 - EXECUTION

3.01 HAULING, HANDLING AND STORAGE OF MATERIALS:

- A. The Contractor shall, at its own expense, handle and haul all materials furnished by it and shall remove any of its surplus materials at the completion of the work.
- B. The Contractor shall provide suitable and adequate storage for equipment and materials furnished by it that are liable to injury and shall be responsible for any loss of or damage to any equipment or materials by theft, breakage, or otherwise.
- C. The Contractor shall be responsible for all damages to the work under construction during its progress and until final completion and acceptance even though partial payments have been made under the Contract.

3.02 OPEN EXCAVATIONS:

- A. All open excavations shall be adequately safeguarded by providing temporary barricades, caution signs, lights and other means to prevent accidents to persons, and damage to property. The Contractor shall, at its own expense, provide suitable and safe means for completely covering all open excavations and for accommodating travel when work is not in progress.
- C. The length of open trench will be controlled by the particular surrounding conditions but shall always be confined to the limits prescribed by the Engineer.

3.03 REJECTED MATERIALS AND DEFECTIVE WORK:

- A. Materials furnished by the Contractor and condemned by the Engineer as unsuitable or not in conformity with the specifications shall forthwith be removed from the work by the Contractor, and shall not be made use of elsewhere in the work.

- B. Any errors, defects or omissions in the execution of the work or in the materials furnished by the Contractor, even though they may have been passed or overlooked or have appeared after the completion of the work, discovered at any time before the final payment is made hereunder, shall be forthwith rectified and made good by and at the expense of the Contractor and in a manner satisfactory to the Engineer.
- C. The Contractor shall reimburse the Owner for any expense, losses or damages incurred in consequence of any defect, error, omission or act of the Contractor or its employees, as determined by the Engineer, occurring previous to the final payment.

3.04 SANITARY REGULATIONS:

Sanitary conveniences for the use of all persons employed on the work, properly screened from public observation, shall be provided in sufficient numbers in such manner and at such locations as may be approved. The contents shall be removed and disposed of in a satisfactory manner as the occasion requires. The Contractor shall rigorously prohibit any nuisances within, on or about the work. Any employees found violating these provisions shall be discharged and not again employed on the work without the written consent of the Engineer. The sanitary conveniences specified above shall be the obligation and responsibility of the Contractor.

3.05 SAFETY AND HEALTH REGULATIONS:

This project is subject to the Safety and Health regulations of the U.S. Department of Labor set forth in 29 CFR, Part 1926, and to any State and local regulations pertaining to the work site location. Contractors shall be familiar with the requirements of these regulations.

3.06 MAINTENANCE OF DRAINAGE FACILITIES:

- A. All existing drainage facilities including, but not limited to; brooks, streams, canals, channels, ditches, culverts, catch basins and drainage piping shall be adequately safeguarded so as not to impede drainage or to cause siltation of downstream areas in any manner whatsoever. If the Contractor damages or impairs through circumstances beyond its control any of the aforesaid drainage facilities, it shall repair the same within the same day.
- B. At the conclusion of the work, the Contractor shall remove all silt in drainage structures caused by its operations as described in Section 01 74 13, CLEANING UP.

3.07 SITE INVESTIGATION:

The Contractor acknowledges that it is satisfied as to the conditions existing at the site of the work, the type of equipment required to perform this work, the quality and quantity of the materials furnished insofar as this information is reasonably ascertainable from an inspection of the site, as well as from information presented by the drawings and specifications made a part of this contract. Any failure of the

Contractor to acquaint itself with available information will not relieve it from the responsibility for estimating properly the difficulty or cost of successfully performing the work. The Owner assumes no responsibility for any conclusion or interpretation made by the Contractor on the basis of the information made available by the Owner.

3.08 HANGERS, PADS, AND SUPPORTS:

- A. Unless otherwise indicated, hangers and supports shall be by the trade providing the supported item.
- B. Except where detailed or specified, design of hangers and supports shall be the responsibility of the Contractor. All parts of such hangers or supports shall be designed in accordance with accepted engineering practice, using a factor of safety of at least 2-1/2.
- C. When proprietary hangers, etc., are supplied, satisfactory evidence of the strength of such items shall be furnished.
- D. Hangers for items hung from steel and concrete shall be centered on the vertical center of gravity of the beam.
- E. Locations and sizes of openings, sleeves, concrete pads, steel frames, and other equipment supports are indicated on the drawings for bidding purposes only. Final sizes and locations of such items shall be obtained from the shop drawings.

3.09 SLEEVES, HOLES, HANGERS, INSERTS, ETC.:

- A. Except where holes and openings are dimensioned, and hangers, inserts, and supports are fully called for on the architectural and structural drawings (or reference is made thereon to drawings containing such information) to accommodate mechanical or electrical items, they shall be by the mechanical or electrical trade concerned.
- B. Sleeves, inserts, anchors, etc., supplied under the mechanical and electrical contracts in sufficient time to so permit, shall be set in concrete, masonry, etc., or fastened to steel deck, etc., by the respective architectural or structural trade. Where not supplied in sufficient time, installation of such items shall be the responsibility of the mechanical or electrical trade involved.
- C. Nothing shall be suspended from the steel roof deck and no fastenings made to it, except with the prior permission of the Engineer. Request for permission shall be

accompanied by full details of the hanger or fastener, including the weight of the item to be suspended.

- D. Nailers and other wood members attached to steel or masonry, for which fasteners are not indicated on the design drawings or in the specification, shall be fastened with the equivalent of 1/2-inch diameter bolts at 3 feet o.c.
- E. Openings for mechanical and electrical items in finished areas of the building shall be closed off with near escutcheon plates or similar closures. These closures shall be by the mechanical or electrical trade involved.

3.10 PROTECTION:

Where work must be performed over completed roofing, the roofing shall be protected by 2 layers of 1/2-inch thick plywood, laid with joints in the second layer offset 1/2 sheet width and length from joints in the first layer. No material shall be stored or work performed on areas of roof which are not so protected.

3.11 WEATHER PROTECTION:

The General Contractor shall install weather protection and shall furnish adequate heat in the area so protected during the months of November through March.

3.12 ELECTRICAL SERVICES:

- A. The Contractor shall make all necessary applications and arrangements and pay for all fees and charges for electrical energy for power and light necessary for the proper completion of this contract during its entire progress. The Contractor shall provide and pay for all temporary wiring, switches, connections, and meters.
- B. There shall be sufficient electric lighting so that all work may be done in a workmanlike manner where there is not sufficient daylight.

3.13 HAZARDOUS WASTE:

Should the Contractor, while performing work under this contract, uncover hazardous materials, as defined in Massachusetts Hazardous Waste Regulations 310 CMR 30.00, it shall immediately notify the Engineer. The Contractor is not, and has no authority to act as, a handler, generator, operator or disposer of hazardous or toxic substances found or identified at the site, and the Owner shall undertake all such functions.

3.14 BORINGS AND SUBSURFACE DATA:

- A. No subsurface investigation has been conducted for this project.
- B. Each bidder is expected to examine the site and compiled record of investigations and information, if any, and then based upon its own inspections, interpretations and such

other investigations as it may desire, decide for itself the character of material to be encountered and excavated, the suitability of the materials to be used for backfilling and such other purposes, groundwater conditions, difficulties or obstacles likely to be encountered, and other conditions affecting the work. No warranty, either expressed or implied by the Owner, Engineer or their agents is made as to the accuracy of the subsurface information and data shown on the drawings or presented in the Contract Documents.

END OF SECTION

SECTION 01 12 16

SCOPE AND SEQUENCE OF WORK

PART 1 – GENERAL

1.01 WORK INCLUDED:

A. Removal of tile at top of pool wall and replacement with alternate finish. Selective demolition and replacement of adjacent work, as required.

1.02 RELATED WORK:

A. SECTION 01 11 00 – CONTROL OF WORK AND MATERIALS

PART 2 - PRODUCTS (NOT APPLICABLE)

PART 3 - EXECUTION

3.01 GENERAL:

- A. The Contractor shall be responsible for scheduling its activities and the activities of any subcontractors involved, to meet the completion date, or milestones, established for the contract. Scheduling of the work shall be coordinated with the Owner and Engineer.
- B. The Construction Sequence Requirements shall be used by the Contractor to form a complete schedule for the project, which shall be coordinated with the Owner and Engineer. Prior to performing any work at the site, the Contractor shall submit a detailed plan to the Engineer for review. The plan shall describe the proposed sequence, methods, and timing of the work.

3.02 CONSTRUCTION SEQUENCING REQUIREMENTS:

A. None

END OF SECTION

SECTION 01 14 00

SPECIAL PROVISIONS

PART 1 - GENERAL

Not used

PART 2 - PRODUCTS

Not used

PART 3 - EXECUTION

3.01 WATER FOR CONSTRUCTION PURPOSES:

- A. In locations where water is in sufficient supply, the Contractor may be allowed to use water without charge for construction purposes. The express approval of the Owner shall be obtained before water is used. Waste of water by the Contractor shall be sufficient cause for withdrawing the privilege of unrestricted use.
- B. If no water is available, the Contractor shall supply water at no additional cost to the Owner.

3.02 PIPE LOCATION:

Pipe shall be located substantially as indicated on drawings. The Owner reserves the right, acting through the Engineer, to make such modifications as may be deemed desirable to avoid interference with existing structures or for other reasons.

No pipe work is anticipated. Contractor shall protect piping where encountered.

3.03 DIMENSIONS OF EXISTING STRUCTURES:

Where the dimensions and locations of existing structures are of critical importance in the installation or connections of new work, the Contractor shall verify such dimensions and locations in the field before the fabrication of any material or equipment that is dependent on the correctness of such information.

3.04 OCCUPYING PRIVATE PROPERTY:

The Contractor shall not enter upon nor occupy with men, equipment or materials any property outside of the public highways or Owner's easements, except with the written consent of the property owner or property owner's agent.

3.05 EXISTING UTILITY LOCATIONS – CONTRACTOR'S RESPONSIBILITY:

- A. The location of existing underground services and utilities shown on the drawings is based on available records. It is not warranted that all existing utilities and services are shown, or that shown locations are correct. The Contractor shall be responsible for having the utility companies locate their respective utilities on the ground prior to excavating.
- B. To satisfy the requirements of **New York Public Service Commission Part 753**, the Contractor shall, at least 72 hours, exclusive of Saturdays, Sundays and holidays, prior to excavation in the proximity of telephone, gas, cable television and electric utilities, notify the utilities concerned by calling "UDigNY" at telephone number: 811 or 1-800-962-7962.
- C. The Contractor shall coordinate all work involving utilities and shall satisfy itself as to the existing conditions of the areas in which it is to perform its work. It shall conduct and arrange its work so as not to impede or interfere with the work of other contractors working in the same or adjacent areas.

3.06 COORDINATION OF WORK:

The General Contractor shall be responsible for coordinating its own work as well as that of any subcontractors. It shall be responsible for notification of the Engineer when each phase of work is expected to begin and the approximate completion date.

3.07 TIME FOR COMPLETION OF CONTRACT:

The time for completion of this contract is stipulated in the Form of/for General Bid. The Bidder shall base its bid on completing the proposed work by the completion date stipulated in Section 00 41 10 FORM OF GENERAL BID.

3.08 MAINTENANCE OF TRENCH SURFACE:

After backfilling and compacting the trench, the Contractor shall be responsible for keeping the ground surface dry and passable at all times until the surface has been restored to original conditions.

3.09 DESIGN OF EQUIPMENT:

Attention is directed to the fact that the layout of certain equipment is based on that of one manufacturer. If other equipment is submitted for approval, the Contractor shall prepare and submit for approval at its expense, detailed structural, mechanical and electrical drawings, equipment lists, maintenance requirements, and any other data required by the Engineer, showing all necessary changes and embodying all special features of the equipment it proposes to furnish. Such changes, if approved, shall be made at the expense of the Contractor.

3.10 SERVICES OF MANUFACTURER'S REPRESENTATIVE:

- A. The Contractor shall arrange for a qualified service representative, at a time suitable to the Engineer, from the company manufacturing or supplying certain equipment as indicated on the detailed specifications, to perform the duties described herein.
- B. After installation of the listed equipment has been completed and the equipment is presumably ready for operation, but before others operate it the representative shall inspect, operate, test, and adjust the equipment. The inspection shall include, but shall not be limited to, the following points as applicable:
 - 1. Soundness (without cracks or otherwise damaged parts); completeness in all details, as specified; correctness in setting, alignment, and relative arrangement of various parts; adequacy and correctness of packing, sealing and lubricants.
 - 2. The operation, testing, and adjustment shall be as required to prove that the equipment is left in proper condition for satisfactory operation under the conditions specified. Where called for in the specifications, vibration readings shall be made and the equipment balanced accordingly.
 - 3. On completion of its work, the Contractor shall submit in triplicate to the Engineer the manufacturer's or supplier representative's complete signed report of the results of its inspection, operation, adjustments, and test. The report shall include detailed descriptions of the points inspected, tests and adjustments made, quantitative results obtained if such are specified, and suggestions for precautions to be taken to ensure proper maintenance. The report shall also include a certificate that the equipment conforms to the requirements of the contract and is ready for permanent operation and that nothing in the installation will render the manufacturer's warranty null and void.
 - 4. After the Engineer has reviewed the reports from the manufacturer's representative, the Contractor shall make arrangements to have the manufacturer's representative present when the field acceptance tests are made.

3.12 PROJECT SIGN:

Not required.

3.13 COMPLIANCE WITH PERMITS:

- A. The Contractor shall perform all work in conformance with requirements of the Permits.

3.14 CUTTING, FITTING AND PATCHING:

- A. The Contractor shall do all cutting, fitting, or patching of its work that may be required to make its several parts come together properly and fit it to receive or be received by work of other Contractors, as shown upon or reasonably implied by the drawings and the specifications for the completed structure, including all existing work.

- B. The Contractor shall not endanger any work by cutting, digging, or otherwise and shall not cut or alter the work of any other Contractor, save with the consent of the Engineer.
- C. All holes or openings required to be made in new or existing work, particularly at pipe, conduit, or other penetrations not covered by escutcheons or plates shall be neatly patched. All such holes shall be made completely watertight as approved by the Engineer.
- D. Size and locations of holes required in steel, concrete, or other structural or finish materials for piping, wiring, ducts, etc., which have not been located and detailed on the drawings shall be approved by the Engineer prior to layout and cutting thereof. All holes shall be suitably reinforced as required by the Engineer.
- E. Workmanship and materials of patching and repair work shall match the adjacent similar work and shall conform to the applicable sections of the specification. Patches and joints with existing work shall provide, as applicable in each case, visual, structural, and waterproofing continuity.

3.17 CONTRACTOR'S REPRESENTATIVE:

The Contractor shall designate a representative who will be available to respond to emergency calls by the Owner at any time day and night and on weekends and holidays should such a situation arise.

3.18 VISUAL RECORDING:

Before beginning construction, the Contractor shall make a color DVD recording along the entire work length. One complete recording, for the entire project length, shall be furnished to the Engineer prior to the start of the work. The visual recording shall be identified by street name, as applicable, and station.

3.19 OPERATOR TRAINING:

A trained representative of the manufacturer of all equipment shall instruct the facility personnel on the operation and maintenance of the equipment. The Owner reserves the right to videotape all training sessions.

3.20 HOURS OF CONSTRUCTION ACTIVITY:

- A. The Contractor shall conduct all construction activity between 7:00 a.m. and 5:00 p.m., Monday through Friday. No construction work shall be allowed on Saturdays, Sundays or Holidays without written authorization from the Owner.

- B. The Owner will provide personnel for assistance in locating and operating valves at no cost to the Contractor during the Owner's normal working hours (**Monday through Friday 7:00 a.m. to 3:00 p.m.**). When the Contractor requires this assistance outside of the Owner's normal working hours the cost will be incurred by the Contractor at the prevailing overtime rate of pay for the personnel providing the assistance. The Owner will bill the Contractor directly.

3.21 CONSTRUCTION CREWS:

The Contractor shall not increase the number of construction crews assigned to the work without providing one-week advance notice to the Engineer.

END OF SECTION

SECTION 01 14 19.16

DUST CONTROL

PART 1 - GENERAL

1.01 DESCRIPTION:

This section of the specification covers the control of dust via calcium chloride and water, complete.

PART 2 - PRODUCTS

2.01 CALCIUM CHLORIDE:

- A. Calcium chloride shall conform to the requirements of AASHTO-M 144, Type I or Type II and Specification for Calcium Chloride, ASTM D98. The calcium chloride shall be packaged in moisture proof bags or in airtight drums with the manufacturer, name of product, net weight, and percentage of calcium chloride guaranteed by the manufacturer legibly marked on each container.
- B. Calcium chloride failing to meet the requirements of the specifications or that which has become caked or sticky in shipment, may be rejected by the Engineer.

2.02 WATER:

- A. Water shall not be brackish and shall be free from oil, acid, and injurious alkali or vegetable matter.

PART 3 - EXECUTION

3.01 APPLICATION:

- A. Calcium chloride shall be applied when ordered by the Engineer and only in areas which will not be adversely affected by the application. See Section 01 57 19, ENVIRONMENTAL PROTECTION.
- B. Calcium chloride shall be uniformly applied at the rate of 1-1/2 pounds per square yard or at any other rate as required by the Engineer. Application shall be by means of a mechanical spreader, or other approved methods. The Engineer shall determine the number and frequency of applications.
- C. Water may be sprinkler applied with equipment including a tank with gauge-equipped pressure pump and a nozzle-equipped spray bar.
- D. Water shall be dispersed through the nozzle under a minimum pressure of 20 pounds per square inch, gauge pressure.

END OF SECTION

SECTION 01 14 19.19

EXISTING FENCES

PART 1 - GENERAL

1.01 DESCRIPTION:

- A. This section of the specification covers the removal and resetting of existing fences.
- B. Where the removal of existing fences, at locations shown on the plans and where required by the Engineer, is required, the Contractor shall remove and reset such fences as required by the Engineer.

PART 2 - PRODUCTS

2.01 FENCING:

- A. The materials removed shall be utilized to reset the fence. Where necessary, new posts and bases shall be furnished and installed by the Contractor. Any materials damaged or lost during or after removal shall be replaced by the Contractor without additional compensation.
- B. All new materials required shall be equal in quality and design to the materials in the present fences.

PART 3 - EXECUTION

3.01 REMOVAL OF EXISTING FENCES:

- A. The present fences shall be carefully removed together with all appurtenances and satisfactorily stored and protected until required for resetting.

3.02 ERECTION:

- A. Fences shall be reset plumb and to the grades required and shall conform to the original fence or as the Engineer requires. Backfilling around the posts shall consist of suitable material satisfactorily compacted. If the fence posts were originally set in concrete bases they shall be reset in concrete bases.

3.03 PAINTING:

- A. Painting, if required, shall be done as required by the Engineer.

END OF SECTION

SECTION 01 33 23

SUBMITTALS

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. The Contractor shall provide the Engineer with submittals as required by the contract documents.

1.02 RELATED WORK:

- A. Divisions 1 – 48 of these specifications that require submittals.

PART 2 - PRODUCTS

NOT USED

PART 3 - EXECUTION

3.01 GENERAL:

- A. As required by the General Conditions, Contractor shall submit a schedule of shop and working drawing submittals.
- B. The Contractor shall submit the shop and working drawing submittals either electronically or hard copy.

3.02 ELECTRONIC SUBMITTALS:

- A. In accordance with the accepted schedule, the Contractor shall submit promptly to the Engineer by email , one electronic copy in Portable Document Format (PDF) of shop or working drawings required as noted in the specifications, of equipment, structural details and materials fabricated especially for this Contract.
- B. Each electronic copy of the shop or working drawing shall be accompanied by the Contractor's standard shop drawing transmittal form, on which is a list of the drawings, descriptions and numbers and the names of the Owner, Project, Contractor and building, equipment or structure.
- C. The Contractor shall receive a shop drawing memorandum with the Engineer's approval or comments via email.

3.04 SHOP AND WORKING DRAWINGS:

- A. Shop and working drawings shall show the principal dimensions, weight, structural and operating features, space required, clearances, type and/or brand of finish of shop coat, grease fittings, etc., depending on the subject of the drawings. When it is customary to do so, when the dimensions are of particular importance, or when so specified, the drawings shall be certified by the manufacturer or fabricator as correct for this Contract.
- B. All shop and working drawings shall be submitted to the Engineer by and/or through the Contractor, who shall be responsible for obtaining shop and working drawings from its subcontractors and returning reviewed drawings to them. All shop and working drawings shall be prepared on standard size, 24-inch by 36-inch sheets, except those, which are made by changing existing standard shop or working drawings. All drawings shall be clearly marked with the names of the Owner, Project, Contractor and building, equipment or structure to which the drawing applies, and shall be suitably numbered. Each shipment of drawings shall be accompanied by the Engineer's (if applicable) standard shop drawing transmittal form on which is a list of the drawings, descriptions and numbers and the names mentioned above.
- C. Only drawings that have been prepared, checked and corrected by the fabricator should be submitted to the Contractor by its subcontractors and vendors. Prior to submitting drawings to the Engineer, the Contractor shall check thoroughly all such drawings to satisfy himself that the subject matter thereof conforms to the Contract Documents in all respects. Shop drawings shall be reviewed and marked with the date, checker's name and indication of the Contractor's approval, and only then shall be submitted to the Engineer. Shop drawings unsatisfactory to the Contractor shall be returned directly to their source for correction, without submittal to the Engineer. Shop drawings submitted to the Engineer without the Contractor's approval stamp and signature will be rejected. Any deviation from the Contract Documents indicated on the shop drawings must be identified on the drawings and in a separate submittal to the Engineer, as required in this section of the specifications and General Conditions.
- D. The Contractor shall be responsible for the prompt submittal and resubmittal, as necessary, of all shop and working drawings so that there will be no delay in the work due to the absence of such drawings.
- E. The Engineer will review the shop and working drawings as to their general conformance with the design concept of the project and general compliance with the information given in the Contract Documents. Corrections or comments made on the drawings during the review do not relieve the Contractor from compliance with requirements of the Contract Documents. The Contractor is responsible for: confirming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating its work with that of all other trades; and performing its work in a safe and satisfactory manner. The review of the shop drawings is general and shall not relieve the Contractor of the responsibility for details of design, dimensions, code compliance, etc., necessary for interfacing with other components, proper fitting and construction of the work required by the Contract and for achieving the specified performance. The Engineer will review submittals two times: once upon original submission and a second time if the Engineer requires a

revision or corrections. The Contractor shall reimburse the Owner amounts charged to the Owner by the Engineer for performing any review of a submittal for the third time or greater.

- F. With few exceptions, shop drawings will be reviewed and returned to the Contractor within 30 days of submittal.
- G. No material or equipment shall be purchased or fabricated especially for this Contract nor shall the Contractor proceed with any portion of the work, the design and details of which are dependent upon the design and details of equipment or other features for which review is required, until the required shop and working drawings have been submitted and reviewed by the Engineer as to their general conformance and compliance with the project and its Contract Documents. All materials and work involved in the construction shall then be as represented by said drawings.

3.05 SAMPLES:

- A. Samples specified in individual Sections include, but are not necessarily limited to, physical examples of the work such as sections of manufactured or fabricated work, small cuts or containers of materials, complete units of repetitively-used products, color/texture/pattern swatches and range sets, specimens for coordination of visual effect, graphic symbols, and units of work to be used by the Engineer or Owner for independent inspection and testing, as applicable to the work.
- B. The number of samples submitted shall be as specified. Submittal and processing of samples shall follow the procedures outlined for shop and working drawings unless the specifications call for a field submittal or mock-up.
- C. Acceptance of samples will be acknowledged via a copy of the transmittal noting status. When samples are not acceptable, prompt resubmittal will be required.

3.06 OPERATING AND MAINTENANCE MANUALS AND SPARE PARTS LISTS:

- A. Where reference is made in technical specification sections to operating and maintenance manuals and/or spare parts lists, the Contractor shall submit one copy to the Engineer for review in accordance with the instructions furnished under "Shop and Working Drawings." If the submittal is complete and does not require any changes, an acknowledgement (copy of transmittal) will be returned noting status. If the submittal is incomplete or does require changes, corrections, additions, etc., the submittal will be returned with a copy of transmittal noting status. Four copies of the final operating and maintenance manuals and/or spare parts list shall be delivered to the Engineer prior to or with the equipment when it is delivered to the job site. For systems requiring field adjustment and balancing, such as heating and ventilating, the Contractor shall submit separate test results and adjustment data on completion of the work, to be incorporated into the system manual.

- B. The information included in the manual shall be as described in the specification sections, but as a minimum shall contain clear and concise instructions for operating, adjusting, lubricating and maintaining the equipment, an exploded assembly drawing identifying each part by number and a listing of all parts of the equipment, with part numbers and descriptions required for ordering spare parts. Spare parts lists shall include recommended quantity and price.
- C. Operating and maintenance manuals shall be in durable loose-leaf binders, on 8½-inch by 11-inch paper, with diagrams and illustrations either on 8½-inch by 11 inch or multiple foldouts. The instructions shall be annotated to indicate only the specific equipment furnished. Reference to other sizes or models of similar requirement shall be deleted or neatly lined out.

END OF SECTION

SECTION 01 45 16.00

QUALITY REQUIREMENTS

PART 1 - GENERAL

1.01 GENERAL PROVISIONS:

Attention is directed to the General Conditions of the Contract, all Divisions of the Specifications and the Drawings, all of which apply to this section.

1.02. WORK INCLUDED:

The scope of the work under this Specification section, without limiting the generality thereof, includes the furnishing of all labor, materials, equipment, services, and incidentals necessary to complete all the work in accordance with the Contract Documents, which are intended to describe and provide for a finished piece of work.

- A. The work includes the following
 - 1. Quality assurance submittals.
 - 2. Inspection agencies and services.
 - 3. Tolerances.
 - 4. Manufacturer's field services.

1.03 SUBMITTALS

- A. Testing Agency Qualifications:
 - 1. Prior to start of Work, the Contractor shall submit agency names, addresses, telephone numbers, and names of full-time registered Engineer and responsible officer.
- B. Test Reports: After each test/inspection, Contractor shall promptly submit one copy of the report to the Engineer.
 - 1. Include:
 - a. Date issued.
 - b. Project title and number.
 - c. Name of inspector.
 - d. Date and time of sampling or inspection.
 - e. Identification of product and specifications section.
 - f. Location in the Project.
 - g. Type of test/inspection.
 - h. Date of test/inspection.

- i. Results of test/inspection.
 - j. Conformance with Contract Documents.
 - k. When requested by Engineer, provide interpretation of results.
 - 2. Test report submittals are for conformance with information given and the design concept expressed in the Contract Documents
- C. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor or installation/application subcontractor to Engineer, in quantities specified for Product Data.
- 1. Indicate material or product complies with or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - 2. Certificates may be recent or previous test results on material or product must be acceptable to Engineer.
- D. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the Owner's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.04 SUMMARY

- A. This section provides administrative and procedural requirements for Contractor quality control on the project.
- B. Specific quality-control requirements for individual construction activities are specified in the sections that govern those activities. Requirements in those sections may also cover production of manufactured products.
- C. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures to fully comply with the Contract Document requirements in all regards.
- D. Provisions of this section do not limit the requirements for the Contractor to provide quality-control services required by the contract documents or the authority having jurisdiction.
- E. The following quality issues are addressed in detail in this section:
 - 1. Quality Control

2. Quality Assurance
3. Contractor Employed Testing Agency
4. Testing
5. Inspections
6. Pre-installation Meetings
7. Mock-ups

1.05 QUALITY CONTROL

- A. Quality Control shall be the sole responsibility of the Contractor, unless specifically noted otherwise. The Contractor shall be responsible for all testing, coordination, start-up, operational checkout, and commissioning of all items of work included in the project, unless specifically noted otherwise. All costs for these services shall be included in the Contractor's cost of work.
- B. The Contractor shall assign one employee to be responsible for Quality Control.

1.06 QUALITY ASSURANCE

- A. The Owner or Owner's designated representative(s) will perform quality assurance. Owner's quality assurance procedures may include observations, inspections, testing, verification, monitoring, and any other procedures deemed necessary by the Owner to verify compliance with the contract documents.
- B. The Contractor shall cooperate with and provide assistance to the Owner related to Owner's quality assurance procedures. Contractor shall provide to Owner ladders, lifts, scaffolds, lighting, protection, safety equipment, and any other devices and/or equipment (including operators if required) deemed necessary by the Owner to access the work for observation/inspection.
- C. Owner may employ independent testing agencies to perform certain specified testing, as Owner deems necessary. The Contractor shall integrate Owner's independent testing services within the baseline project schedule and with other project activities.
- D. Owner's employment of an independent testing agency does not relieve the Contractor of the Contractor's obligation to perform the work in strict accordance with requirements of the contract documents.

1.07 TESTING AND INSPECTION AGENCIES AND SERVICES

- A. The Contractor shall employ and pay for services of an independent testing agency to perform all specified testing requiring an independent agency, unless specified

otherwise.

- B. Contractor's employment of an independent testing agency does not relieve Contractor of the Contractor's obligation to perform Work in strict accordance with requirements of the Contract Documents.
- C. Contractor Employed Agency:
 - 1. The testing agency must have the experience and capability to conduct testing and inspecting indicated by ASTM standards and specializes in the types of tests and inspections to be performed. ASTM standards include, but are not limited to: ASTM E329, ASTM E543, ASTM C1021, ASTM C1077, ASTM C1093, and ASTM E 548.
 - 2. The testing agency's laboratory must maintain a full time engineer on staff to oversee and review the services.
 - 3. The engineer must be licensed in the state where project is located.
 - 4. The testing agency must calibrate all testing equipment at reasonable intervals (minimum yearly) with accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.
- D. The Contractor shall not employ the same testing entity engaged by the Owner for the project, without the Owner's written approval.

1.08 TESTING

- A. Where specific testing is specified in a technical section of the specifications or indicated in the contract document, the Contractor shall bear all costs of such tests unless the Owner has agreed in writing to pay for the tests.
- B. Testing specifically identified to be conducted by Owner, will be performed by an independent entity and will be arranged and paid for by the Owner unless otherwise indicated in the contract documents. Should the test return unacceptable results, the Contractor shall bear all costs of retesting and re-inspection as well as the cost of all material consumed by testing, and replacement of unsatisfactory material and/or workmanship.
- C. The Owner or Owner's representative will schedule the Owner's testing services. The Contractor must assist the Owner's Construction Inspector to facilitate timeliness of such testing services.
- D. The Owner may engage additional consultants for testing, air balancing, commissioning, or other special services. The activities of any such Owner

consultants are in addition to Contractor testing of materials or systems necessary to prove that performance is in compliance with Contract requirements. The Contractor must cooperate with persons and firms engaged in these activities.

- E. The Contractor shall self-perform various tests to verify performance and/or operation of various systems. Test reports that document the tests shall be consecutively numbered and defined by scope and extent of the test.

1.09 INSPECTIONS

- A. All of the work is subject to inspection and verification of correct operation prior to 100% payment of the line item(s) pertaining to that aspect of the work.
- B. The Contractor shall incorporate adequate time for performance of all inspections and correction of noted deficiencies into the work progress schedule for the project.
- C. During the course of construction, the Owner, Architect/Engineer, and/or other Owner representatives may visit the site for observation of the work in place. The Contractor shall provide all necessary personnel and/or equipment for safe access to the work to be inspected or observed, regardless of frequency. This requirement shall extend to all Owner personnel and their representatives. Some of these inspections will be informal and some will require formal notification by the Contractor.
- D. The Contractor shall provide a system of tracking all field reports, describing items noted, and resolution of each item. The Owner will review this printed report on a monthly basis, or as necessary.
- E. The following are typical project inspections:
 - 1. Informal Daily Reviews of project conditions by the Owner's Construction Inspector and/or members of the project team. When considered appropriate, results of these reviews will be documented via observation reports or memorandum.
 - 2. Concealed Space Inspections shall be formally scheduled in advance by the Contractor through the Owner's Construction Inspector by submitting written notification at least 5 calendar days prior to the inspection. Subject areas include partitions, structural walls, chases, crawl spaces, ceiling spaces, and any other work, which will be difficult or impossible to examine once concealed in the final construction.
- F. Inspections of building systems and equipment are intended to confirm acceptable operation. Contractor shall formally schedule the inspections through the Owner's

Construction Inspector and Architect/Engineer.

- G. Inspection and documented approval of individual equipment and/or system(s) must be accomplished prior to requesting substantial completion inspection for any area affected by said equipment and/or system.
- H. For any requested inspection, the Contractor shall complete prior inspections to ensure that items are ready for inspection and acceptance by the Owner and/or Architect/Engineer. The Contractor shall be responsible for any and all costs incurred by Owner and/or Owner representatives, including consultants, resulting from a review or inspection that was scheduled prematurely.
- I. The Contractor shall coordinate the work and schedule the inspections in advance so as not to delay the work. All major inspections shall be indicated on the work progress schedule for advance planning. Contractor shall allow a minimum 5 calendar days to confirm schedule of requested inspections with Owner and Owner's representatives.

PART 2 – PRODUCTS

Not used.

PART 3 – EXECUTION

Not used.

END OF SECTION

SECTION 01 73 50

CUTTING, CORING AND PATCHING

PART 1 - GENERAL

1.01 WORK INCLUDED:

This Section covers the cutting, coring, rough and finish patching of holes and openings in existing structures.

1.02 RELATED WORK:

A. SECTION 03 01 30.62 CONCRETE PATCHING

PART 2 - PRODUCTS

2.01 SEALING MATERIALS:

- A. Mechanical seals shall be modular, adjustable, bolted, mechanical type consisting of interlocking synthetic rubber links shaped to continuously fill the annular space between the pipe and sleeve. The seal shall be rated by the manufacturer for 40 feet of head or 20 psig. Mechanical seals shall be Link-Seal, manufactured by Thunderline Corp., Wayne, MI., or approved equal.
- B. Sealant shall be a two-part foamed silicone elastomer as manufactured by Dow Corning Co., product No. 3-6548 silicone R.T.V.; 3M brand fire barrier products caulk C.P. 25 and 3M brand putty 303; Flame-Safe fire stop systems Fig. No. FS-500 by Thomas & Betts Corporation, or approved equal. Packing shall be a fire retardant pliable material, Fig. 310 by Sealtite Co.; White Oakum W.S.-600 by American Manufacturing Co., or approved equal. Sealant bead configuration, depth and width shall be in accordance with manufacturer's recommendations.

2.02 MISCELLANEOUS MATERIALS:

- A. Bonding compound shall be Sikadur Hi-Mod epoxy by Sika Corporation, or equivalent by Euclid Chemical Corporation, Master Builders Company, or approved equal.
- B. Non-shrink grout shall be Masterflow 713 by Master Builders Company; Euco N-S by Euclid Chemical Co.; Five Star Grout by U.S. Grout Corp. or approved equal.
- C. Materials for finish patching shall be equal to those of adjacent construction.

PART 3 - EXECUTION

3.01 GENERAL:

- A. The Contractor shall leave all chases or openings for the installation of its own or any other contractor's or subcontractor's work, or shall cut the same in existing work, and shall see that all sleeves or forms are at the work and properly set in ample time to prevent delays. It shall see that all such chases, openings, and sleeves are located accurately and are of proper size and shape and shall consult with the Engineer and the contractors and subcontractors concerned in reference to this work.
- B. In case of its failure to leave or cut all such openings or have all such sleeves provided and set in proper time, Contractor shall cut them or set them afterwards at its own expense, but in so doing it shall confine the cutting to the smallest extent possible consistent with the work to be done. In no case shall piers or structural members be cut without the written consent of the Engineer.
- C. The Contractor shall not cut or alter the work of any subcontractor or any other contractor, nor permit any of its subcontractors to cut or alter the work of any other contractor or subcontractor, except with the written consent of the contractor or subcontractor whose work is to be cut or altered or with the written consent of the Engineer. All cutting and patching or repairing made necessary by the negligence, carelessness, or incompetence of the Contractor or any of its subcontractors shall be done by or at the expense of the Contractor and shall be the responsibility of the Contractor.
- D. All cutting and coring shall be performed in such a manner as to limit the extent of patching.
- E. All holes cut through concrete and masonry walls, slabs or arches shall be core drilled unless otherwise approved. No structural members shall be cut without the approval of the Engineer and all such cutting shall be done in a manner required by it. No holes may be drilled in beams or other structural members without obtaining prior approval. All work shall be performed by mechanics skilled in this type of work.

3.02 CORING:

- A. Coring shall be performed with an approved non-impact rotary tool with diamond core drills. Size of holes shall be suitable for pipe, conduit, sleeves, equipment or mechanical seals to be installed.
- B. If holes are cored through floor slabs they shall be drilled from below.
- C. All equipment shall conform to OSHA standards and specifications pertaining to plugs, noise and fume pollution, wiring and maintenance.
- D. Provide protection for existing equipment, utilities and critical areas against water or other damage caused by drilling operation.
- E. Slurry or tailings resulting from coring operations shall be vacuumed or otherwise removed from the area following drilling.

3.03 CUTTING:

- A. Cutting shall be performed with a concrete saw and diamond saw blades of proper size and application.
- B. Provide for control of slurry generated by sawing operation on both sides of wall or slab.
- C. When cutting a reinforced concrete wall, the cutting shall be done so as not to damage bond between the concrete and reinforcing steel left in the structure. Cut shall be made so that steel neither protrudes nor is recessed from the face of the cut.
- D. Adequate bracing of area to be cut shall be installed prior to start of cutting. Check area during sawing operations for partial cracking and provide additional bracing as required to prevent a partial release of cut area during sawing operations.
- E. Provide equipment of adequate size to remove cut panel.
- F. For cutting a trench in a floor slab, a full-depth cut shall be made using a concrete saw for the desired width of the trench. A partial-depth cut shall be made to expose the reinforcing bars. The width of the partial cut shall be to the required lap length of the reinforcing bars. Care shall be taken not to cut exposed reinforcing bars but if any are cut, dowel holes shall be drilled and dowels epoxied in. Reinforcing of the same size, as the existing shall be tied to the existing exposed reinforcing and/or dowels with the proper lap length.

3.04 PATCHING:

Rough patching shall be such as to bring the cut or cored area flush with existing construction unless otherwise shown. Finish patching shall match existing surfaces as approved.

Trenches in floor slabs shall be repaired as described in 3.03F above and concrete meeting the requirements of Section 03 30 01 CAST-IN-PLACE CONCRETE FOR SWIMMING POOLS shall be poured and cured.

END OF SECTION

SECTION 01 74 13

CLEANING UP

PART 1 - GENERAL

1.01 DESCRIPTION:

The Contractor must employ at all times during the progress of its work adequate cleanup measures and safety precautions to prevent injuries to persons or damage to property. The Contractor shall immediately, upon request by the Engineer provide adequate material, equipment and labor to clean up and make safe any and all areas deemed necessary by the Engineer.

1.02 RELATED WORK:

- A. Section 00 72 00 GENERAL CONDITIONS
- B. Section 01 11 00 CONTROL OF WORK AND MATERIALS
- C. Section 01 14 00 SPECIAL PROVISIONS

PART 2 - PRODUCTS

Not applicable

PART 3 - EXECUTION

3.01 DAILY CLEANUP:

- A. The Contractor shall clean up, at least daily, all refuse, rubbish, scrap and surplus material, debris and unneeded construction equipment resulting from the construction operations and sweep the area. The site of the work and the adjacent areas affected thereby shall at all times present a neat, orderly and workmanlike appearance.
- B. Upon written notification by the Engineer, the Contractor shall within 24 hours clean up those areas, which in the Engineer's opinion are in violation of this section and the above referenced sections of the specifications.
- C. If in the opinion of the Engineer, the referenced areas are not satisfactorily cleaned up, all other work on the project shall stop until the cleanup is satisfactory.

3.02 MATERIAL OR DEBRIS IN DRAINAGE FACILITIES:

- A. Where material or debris has washed or flowed into or has been placed in existing watercourses, ditches, gutters, drains, pipes, structures, such material or debris shall be entirely removed and satisfactorily disposed of during progress of the work, and the ditches, channels, drains, pipes, structures, and work shall, upon completion of the work, be left in a clean and neat condition.

3.03 REMOVAL OF TEMPORARY BUILDINGS, STRUCTURES AND EQUIPMENT:

- A. On or before completion of the work, the Contractor shall, unless otherwise specifically required or permitted in writing, tear down and remove all temporary buildings and structures it built; shall remove all temporary works, tools and machinery or other construction equipment it furnished; shall remove all rubbish from any grounds which it has occupied; shall remove silt fences and hay bales used for trapping sediment; and shall leave the roads and all parts of the property and adjacent property affected by its operations in a neat and satisfactory condition.

3.04 RESTORATION OF DAMAGED PROPERTY:

- A. The Contractor shall restore or replace, when and as required, any property damaged by its work, equipment or employees, to a condition at least equal to that existing immediately prior to the beginning of operations. To this end the Contractor shall do as required all necessary highway or driveway, walk and landscaping work. Materials, equipment, and methods for such restoration shall be as approved by the Engineer.

3.05 FINAL CLEANUP:

- A. Before acceptance by the Owner, the Contractor shall perform a final cleanup to bring the construction site to its original or specified condition. This cleanup shall include removing all trash and debris off of the premises. Before acceptance, the Engineer shall approve the condition of the site.

END OF SECTION

SECTION 01 78 00

PROJECT CLOSEOUT

ATTACHMENT A

RELEASE AND WAIVER OF LIEN

GENERAL CONTRACTOR'S OR SUBCONTRACTOR'S

RELEASE AND WAIVER OF LIEN

For and in consideration of the receipt of \$ _____, in payment for labor and/or materials furnished, the undersigned does hereby waive, release and relinquish any and all claims, demands and rights of lien for all work, labor, materials, machinery or other goods, equipment or services done, performed or furnished for the construction located at the site hereinafter described, to wit:

_____ (name of project)

_____ (location)

_____ (name of project owner)

The undersigned further warrants and represents that any and all valid labor and/or materials and equipment bills, now due and payable on the property herein above described in behalf of the undersigned, have been paid in full to date of this waiver.

\$ _____

Total Paid to Date This Contract

\$ _____

Balanced Owed After This Payment

\$ _____

Total Billed to Date This Contract

Contractor/Subcontractor

Witness Signature

By: _____

Witness Printed Name

Printed Name

Title: _____

Date

SECTION 01 78 00
PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 WORK INCLUDED:

- A. This Section covers administrative and procedural requirements for closing out the project, including, but not limited to:
 - 1. Project as-built documents
 - 2. Checkout and Certification
 - 4. Final Cleaning
 - 5. Substantial Completion
 - 6. Closeout Procedures
 - 7. Final Completion
 - 8. Correction/Warranty Period
- B. Closeout checklist to be completed by the Engineer.

1.02 RELATED WORK:

- A. General Requirements in their entirety.
- B. Section 01 74 13, CLEANING UP
- C. Divisions 2 through Division 50.

1.03 AS-BUILT DOCUMENTS:

- A. Contractor shall maintain on site, separate from the documents used for construction, one set of the documents listed below, and as construction progresses, shall legibly record on these documents all changes made during construction.
 - 1. Contract Drawings.
 - 2. Specifications.

3. Addenda.
4. Change Orders and other Modifications to the Contract.
5. Reviewed shop drawings, product data, and samples.
6. Written interpretations and clarifications.
7. Field Orders.
8. Field test reports properly verified.

- B. The completed set of as-built documents shall be submitted to the Engineer with the final Application for Payment.

1.04 CHECKOUT AND CERTIFICATIONS:

- A. Prior to checkout and certifications the following tasks shall be completed:
 1. Construction shall be complete. For this purpose, completion of construction is defined as follows:
 - a. The Contractor has completed construction and erection of the work in conformance with the Contract Drawings and Specifications.
 - b. The Contractor has installed and adjusted operating equipment, systems, or facilities, as applicable, as defined by the manufacturers' erection, installation, operation and maintenance instructions.
 2. All shop drawings shall have final approval.
 3. All shop tests shall be complete and approved test results submitted to the Engineer.

1.06 FINAL CLEANING:

- A. Complete the following cleaning operations before requesting inspection for Certification of Substantial Completion.
 1. Clean the site, including landscape development areas of rubbish, litter and other foreign substances. Sweep paved areas broom clean; remove stains, spills and other foreign deposits. Rake grounds that are neither paved nor planted, to smooth, even textured surfaces.
 2. Remove waste and surplus materials, rubbish, fencing equipment, temporary utilities and construction facilities from the site, unless otherwise required by the Engineer.

3. Comply with requirements of Section 01 74 13 CLEANING UP.

1.07 SUBSTANTIAL COMPLETION:

- A. Substantial Completion is officially defined in the General and Supplementary Conditions. The date of substantial completion will be certified by the Engineer. This date will not be certified until the following requirements have been satisfied by the Contractor:
1. All Contract requirements are coordinated into a fully operational system. All individual units of equipment and treatment are fully operative and performing at specified efficiencies. Where efficiencies are not specified, performance shall meet acceptable standards for the particular unit.
 2. All field tests have been satisfactorily completed and reports forwarded to the Engineer.
 3. All final training has been completed by the manufacturers' representatives.
 4. All spare parts and lubricants have been satisfactorily delivered to the Owner. Spare parts are for the exclusive use of the Owner when the facility has been turned over. Contractor is responsible for all maintenance and repair materials required until the facility is accepted by the Owner.

1.08 CLOSEOUT PROCEDURES:

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and is complete in accordance with Contract Documents and ready for Engineer's and Owner's inspection.
- B. Accompany Engineer and Owner on inspection to verify conformance with the Contract Documents. Prepare a punch list of work items that have been determined by inspection to not conform to Contract Documents. Punch list items shall include work items that are missing, incomplete, damaged, incorrect items, or improperly installed or constructed. The Contractor shall correct the punch list deficiencies by re-work, modifications, or replacement, as appropriate, until the items conform to the Contract Documents. The initial punch list shall be produced by the Contractor, with copies to the Engineer and Owner. When the Contractor has reduced the number of deficient items to a reasonable level, the Engineer will develop a definitive punch list for the use of the Contractor.
- C. Provide submittals to Engineer that are required by governing or other authorities.

- D. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due. The Contractor shall submit the following documents with or prior to Final Application for Payment: Set of as-built documents, Contract Completion and Acceptance Certificate, Consent of Surety to Final Payment, Release and Waiver of Liens and Claims (SECTION 01 78 00 – ATT. A), Affidavit of Payment of Debts and Claims, and remaining releases, waivers, warranties/guarantees, and all other data required by the Contract Documents.

1.09 FINAL COMPLETION:

- A. Prior to final completion, the following tasks shall be completed:
 - 1. All items in the punch list shall be completed.
 - 2. All Contract closeout documentation shall be submitted to and accepted by the Engineer.

1.10 CORRECTION/WARRANTY PERIOD:

- A. During the correction period, the Contractor shall correct all deficiencies in equipment and materials.
- B. During the warranty period, the Contractor shall perform all corrective work on warranty deficiencies.
- C. Corrective work will be identified by the Engineer or Owner, as appropriate. The Contractor will be notified of the item(s) requiring corrective work.
- D. The Contractor shall begin work on all corrective work within ten days of being notified of the deficiency by the Engineer and shall then work continuously until the deficiency is corrected. Upon completion of the corrective work, the Contractor shall submit a letter report to the Engineer describing the deficiency and the corrective action that was taken.
- E. The Contractor shall coordinate all corrective work with the Engineer and/or the Owner.

1.11 COMPLETION CHECKLIST:

- A. When the project has been fully completed, Final Payment can be approved.

PROJECT COMPLETION CHECKLIST

Owner _____ Job No. _____

Project _____

As part of the project closeout, all items listed below must be checked off as being complete or otherwise accounted for. The person verifying completion of the item shall list the completion date and their initials.

Project Closeout Checklist		
	Date Completion Verified	Verified by
AS-BUILT DOCUMENTS HANDED OVER		
1. Contract Drawings		
2. Specifications		
3. Addenda		
4. Change Orders/Contract Modifications		
5. Reviewed Shop Drawings, Product Data and Samples		
6. Written Interpretations/Clarifications		
7. Field Orders		
8. Field Test Reports		
EQUIPMENT CHECKOUT AND CERTIFICATIONS		
1. Construction Complete per Drawings/Specifications		
2. All Shop Drawings have Final Approval		
3. All Shop Tests Complete and Results Submitted		

Project Closeout Checklist		
	Date Completion Verified	Verified By
FINAL CLEANING		
1. All Construction Facilities Removed		
2. All Construction Debris Removed		
3. All Areas Swept/Cleared		
SUBSTANTIAL COMPLETION		
1. All Items Coordinated Into a Fully Operational System		
2. All Field Tests Completed and Reports Submitted		
3. All Spare Parts and Lubricants Provided		
CLOSEOUT PROCEDURES		
1. Written Certification Submitted that Work is Ready for Owner & Engineer Inspector		
2. Inspection by Owner, Engineer, Contractor completed		
3. Punch List of Nonconforming Items Prepared		
4. Documents Required by Governing or Other Authorities Submitted (List Them)		
5. Final Application for Payment Received		
6. Contract Completion and Acceptance Certificate Submittal		
7. Consent of Surety to Final Payment Submittal		
8. Release and Waiver of Liens and Claims Submitted		
9. Affidavit of Payment of Debts and Claims Submitted		
10. Warranties/Guarantees Submitted		
11. Weekly Payrolls Submitted as Required by Law		
FINAL COMPLETION		
1. All Items in Punch List Completed		
2. All Other Required Documentation Submitted (List It)		
CORRECTION/WARRANTY PERIOD		

Project Closeout Checklist

	Date Completion Verified	Verified By
1. Correction Period Start Date: _____ End Date: _____		
2. Specific Warranties Provided <div style="display: flex; justify-content: space-around; margin-top: 10px;"> <div style="text-align: center;"><u>Item</u></div> <div style="text-align: center;"><u>Warranty Duration</u></div> </div>		

Full name of persons signing their initials on this checklist:

END OF SECTION

SECTION 03 01 30.62

CONCRETE PATCHING

PART 1 GENERAL

1.01 WORK INCLUDED:

- A. Furnish all labor, materials, equipment and incidentals required to repair areas of existing concrete structures including the sealing of existing joints as required by the Engineer in the field and as specified herein.

1.02 RELATED WORK:

- A. Section 01 10 00, SUMMARY OF WORK
- B. Section 01 33 23, Submittals
- C. Division 03, Concrete

1.03 SUBMITTALS:

In accordance with Specification Section 01 33 23, submit the following:

- A. Prior to shipment, and in accordance with Section 01 33 23, the Contractor shall submit to the Engineer for review, the following: manufacturer's technical literature for epoxy bonding agent, adhesive anchor system, repair mortar, polyurethane chemical grout, and strip and seal system. The Contractor shall include manufacturer's installation and or application instructions in the submittal.
- B. A complete, easily readable functional description of the proposed product.
- C. Upon completion of installation, the results of the field and acceptance tests as specified under this section of the specification shall be submitted to the Engineer.
- D. Furnish written certification from the manufacturer's representative of the proper installation and use of each product.

1.04 REFERENCES:

- A. The following standards form a part of this specification and indicate the minimum standards required:

American Society for Testing and Materials (ASTM)

ASTM C881 -Standard Specification for Epoxy-Resin-Base Bonding Systems for Concrete.

ASTM C882 -Standard Test Method for Bond Strength of Epoxy-Resin Systems Used with Concrete by Slant Shear.

ASTM C78 Standard Test Method for Flexural Strength of Concrete (Using Simple Beam with Third-Point Loading)

ASTM C109 Standard Test Method for Compressive Strength of Hydraulic Cement Mortars (Using 50 mm [2 in.] Cube Specimens)

ASTM C191 Standard Test Methods for Time of Setting of Hydraulic Cement by Vicat Needle

B. Where reference is made to one of the above standards, the revision in effect at the time of bid opening shall apply.

1.05 QUALITY ASSURANCE:

A. Do not begin repair work until authorized by the Engineer to do so.

B. When removing deteriorated concrete erect barriers or other protective devices to prevent damage to the structures beyond the limits of new work, protect personnel, control dust and prevent damage by falling or flying debris.

C. Unless otherwise indicated or specified, saw cut the limits of all concrete repairs.

D. Furnish a notarized certificate stating that the materials to be provided meet the requirements of this Section and have the manufacturer's current printed literature on the specified product.

1.06 MANUFACTURER'S QUALIFICATIONS:

A. Consideration shall be given only to well-established and reliable manufacturers who are regularly engaged in such work and thoroughly experienced in the design and manufacture of said systems. The manufacturer shall certify a minimum of ten (10) years of experience in the manufacture and use of the products specified under this section as evidence of meeting the experience requirement.

B. The system described herein and shown on the drawings establishes a standard of required type, function and quality to be met by any proposed substitute or "or-equal" systems. All "or-equal" systems shall meet the exact system configuration and operational function as shown on the drawings and specified herein. No "or-equal" system shall be considered by the Engineer unless written request for approval has been submitted for and approved by the Engineer in writing. The burden of proof of merit

for the proposed “or-equal” systems is upon the Contractor and the proposed equipment manufacturer. The Engineer’s decision of approval or disapproval of a proposed item shall be final. If the Engineer approves any “or-equal” item, the Contractor shall indemnify, hold harmless and defend both the Owner and the Engineer from any claims associated with the “or-equal” systems. Approval of “or-equal” systems does not relieve the Contractor of any requirements specified herein, called for by the Engineer or shown on the drawings.

1.07 DELIVERY, STORAGE AND HANDLING:

- A. Deliver products in original, unopened containers clearly labeled with the manufacturer's name, product identification, batch numbers and printed instructions. Storage and condition of products shall be as recommended by the manufacturer.

1.08 WARRANTY:

- A. The manufacturer shall warranty, in writing, that the products supplied under this Section fully meet the criteria specified herein, and shall further warranty that the products are free from all defects in materials and workmanship.
- B. The manufacturer's warrantees from defects shall contain a provision that the manufacturer shall repair or replace any defects, to the satisfaction of and at no additional cost to the Owner, for a period of twelve (12) months from the date of Substantial Completion.

PART 2 – PRODUCTS

2.01 PATCHING MATERIALS:

- A. Materials shall comply with this Section and any Federal, State or local VOC limitations.
- B. Epoxy Bonding Agent
 - 1. Provide a two-component, solvent-free, asbestos free, moisture insensitive epoxy resin material used to bond plastic concrete to hardened concrete where indicated on the Drawings or directed by the Engineer. The Epoxy bonding agent shall comply with the requirements of ASTM C881, Type 11, Grade 2. Epoxy bonding agent shall be Sikadur 32, Hi-Mod by Sika Corporation, Lyndhurst, NJ; Epoxy Adhesive CR631 by Sto Concrete Restoration Division, Amherst, MA; Euco 452MV by Euclid Chemical Co., Cleveland, OH, or approved equal.
- C. Repair Mortar
 - 1. Repair mortar shall be a two-component, polymer-modified, cementitious, fast-setting, trowel grade, non-sag, structural repair mortar suitable for use on

horizontal, vertical and overhead surfaces, on grade, above, and below grade on concrete and mortar.

2. Material

- a. The polymer modified cementitious system shall consist of a factory pre-proportioned two-component system whose components conform to the following requirements:
- b. Component A shall be a liquid polymer emulsion of an acrylic copolymer base and additives. This acrylic copolymer shall have the following properties:

Minimum film forming temperature approximately 68 degrees F
Tee- Strength approximately 990 to 1,420 psi
Elongation at break 500 to 900 percent
Particle Size Range Less than 0.1 micron

- c. Component B shall be a blend of selected Portland cements, specially graded aggregates, organic accelerator and admixtures for controlling setting time, water reducers for workability and a corrosion inhibitor.
- d. The component ratio A:B shall be 1:7.2 by weight for horizontal repairs and 1:5.2 by weight for vertical and overhead repairs. The system shall not contain chlorides, nitrates, added gypsum, added lime, or high alumina cements. The system shall be non-combustible, either before or after cure.
- e. Typical Properties of Mixed Components

Application Time (Working Time) -15 minutes after combining components
Finishing Time – 20 to 60 minutes after combining components
Color – Concrete Gray

- f. Typical Properties of Cured Material

Splitting Tensile Strength (ASTM C496) -750 psi minimum at 28 days
Bond Strength.(ASTM C882) -2,200 psi minimum at 28 days
Thermal Compatibility (ASTM C884) -passes test
Compressive Strength (ASTM C109) -1 day, 3,000 psi minimum 7 days, 5,500 psi minimum 28 days, 7,000 psi minimum
Flexural Strength (ASTM C293) -28 days, 2,000 psi minimum
This system shall not produce a vapor barrier.
This system shall be thoroughly compatible with concrete.
For horizontal repairs greater than 1-inch in thickness 3/8-inch coarse aggregate may be added. Do not use limestone aggregate.

g. Approved manufacturers include:

Repair mortar for horizontal surfaces shall be SikaTop 122 Plus by Sika Corporation, Lyndhurst, NJ or equal.

Repair mortar for vertical and overhead surfaces shall be SikaTop 123 Plus by Sika Corporation, Lyndhurst, NJ or equal.

D. Substitutions

1. Acceptable substitutions shall provide a complete system offering a comparable finished product exhibiting similar mechanical and physical properties to the approved products listed above.
2. Acceptable substitutions shall be designed and formulated for applications matching the Work. This includes, but is not limited to environmental conditions, loading, surface preparation, and long-term durability.
3. Contractor shall provide information to demonstrate a successful track record of the proposed system being used for like applications. This information shall be supported by the manufacturer of the products.
4. Contractor shall provide complete installation requirements and other information as Contractor deems relevant. This may include references for similar Work.
5. Engineer reserves the right to request additional information. Engineer's final determination is binding. Rejection of requested substitutions does not release the Contractor from performing the Work with the approved products at no additional cost to the Owner.

2.02 BACKER RODS:

- A. Open Cell Backer Rod-Extruded, open cell polyurethane foam. Diameter shall be not less than 200 percent of the joint width dimension.
- B. Closed Cell Backer Rod-Extruded, nonstaining, resilient closed cell polyethylene foam, compatible with sealant. Diameter shall be not less than 25 percent greater than the joint width. Sealant shall not adhere to backer rod.

PART 3 – EXECUTION

3.01 GENERAL:

- A. Repair deteriorated areas of concrete and seal existing joints and cracks as required by the Engineer and as specified herein.
- B. All commercial products shall be stored, mixed and applied in strict compliance with the manufacturer's recommendations and as specified herein.

- C. Where concrete is repaired in the vicinity of an expansion joint or control joint, preserve the isolation between components on either side of the joint.
- D. Install any additional reinforcing required by the Engineer. Repair or replace any damaged accessories or inserts in the damaged portion of the concrete.

3.02 CONCRETE REMOVAL:

- A. When removing deteriorated concrete, saw cut the limits of removal. Remove concrete such that existing concrete and reinforcing to be left in place and existing equipment in place are not damaged.
- B. Remove fractured, loose, deteriorated and unsound concrete by bush hammering, chipping, high pressure water blast or other appropriate means. Remove all dirt, oil, grease and all other bond inhibiting materials from surface. Exposed reinforcing steel, reinforcing to be incorporated into repair mortar, and corroded reinforcing steel shall be treated as specified herein. Saturate existing concrete surfaces with water. Restore area to original limits or as shown using repair mortar. Comply with manufacturer's recommendations for concrete removal, surface preparation, mixing, application, finishing, and curing.
- C. Repair or replace concrete specified to be left in place, which is damaged during concrete modifications as required by the Engineer at no additional cost to the Owner.

3.03 CONNECTION SURFACE PREPARATION FOR NEW CONCRETE:

- A. Prepare connection surfaces as specified below for concrete areas requiring patching or repairs as indicated on the Drawings, specified herein, or as required by the Engineer.
- B. Remove all loose and deteriorated materials, dirt, oil, grease, and all other bond inhibiting materials from the surface by dry mechanical means such as sandblasting, chipping or wire brushing. Uniformly roughen the concrete surface to approximately $\frac{1}{4}$ -in. amplitude with pointed chipping tools. Thoroughly clean surface of loose or weakened material and dust by dry mechanical means such as sandblasting and air blasting. Irregular voids or surface stones need not be removed if they are sound, free of laitance, and firmly embedded into the parent concrete.
- C. If reinforcing steel is exposed, clean it by dry mechanical means to remove all loose material, contaminants and rust as approved by the Engineer. If half of the diameter of the reinforcing steel or more is exposed, chip out a minimum of 1-in of concrete behind the steel. Do not damage reinforcing to be incorporated in new concrete while removing existing concrete.
- D. Prepare concrete surfaces in accordance with the following as indicated, specified or as required by the Engineer.

- a. Method A – After the existing concrete surface at connection has been roughened and cleaned, thoroughly saturate with water and maintain saturation for a period of at least 12 hours. Brush on a 1/16-in. layer of cement and water mixed to the consistency of a heavy paste. Immediately after application of cement paste, place new concrete or grout mixture as indicated.
- b. Method B – After the existing concrete surface has been roughened and cleaned, apply epoxy-bonding agent at connection surface. The field preparation and application of the epoxy-bonding agent shall comply strictly with the manufacturer's recommendations. Place new concrete or grout mixture as indicated within time constraints recommended by the manufacturer to ensure bond.

END OF SECTION

SECTION 07 92 01

WATERSTOPS & SEALANTS FOR SWIMMING POOLS

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Furnish all materials, equipment, labor and services required for all waterstops, caulking, reinforced PVC waterproof membrane and sealants.
- B. Include sealants, joint backup, primers, elastomeric and PVC waterstop.
- C. Waterstop and sealants are required on all concrete containment curbs, and where pool walls meet pool's poured-floor, pool walls meet pool walls, floor-to-floor, at all tank walls, pool supports and manholes, at any construction or expansion joint, and as shown on the drawings.
- D. Furnish and install waterproof coating and sealants for pool.
- E. See drawings for locations and additional details.
 - 1. Furnish, install, and maintain all staging, scaffolding, and hoisting required for this work.

1.2 RELATED WORK: [Update sections as needed]

- A. The related work shall be performed under other sections:
 - 1. Section 01 10 00, SUMMARY OF WORK

1.3 QUALITY ASSURANCE:

- A. Materials used in fulfilling the requirements of this Section shall be suitable for each intended use and shall be of the type specified for each category. Materials shall be applied under temperatures required for each type in accordance with the manufacturer's recommendations.
- B. In addition to other requirements, compounds shall contain no acid or ingredients that will affect masonry, corrode metal, or have injurious effects on paint.
- C. Use proper materials specified herein for each location where drawings call for sealants.
- D. Submit manufacturer's certification of compliance with these specifications for each material. (Acceptable for use in swimming pools.)

1.4 REFERENCES:

- A. Work shall conform to codes and standards of the following agencies as further cited herein:
 - 1. Federal Specifications published by the United States Government, available from General Services Administration, Specification and Consumer Information Distribution Service, Washington Navy Yard Building 197, Washington, D.C.

1.5 SUBMITTALS:

In accordance with the General Specifications, submit the following:

- A. Manufacturer's literature of the materials of this section.

1.6 SAMPLES:

- A. Submit samples of all products listed in PART 2 – PRODUCTS.
- B. Sealant samples shall be 3-inch strips joining wood, metal or hardboard. Joint backup sample shall be 6-inches long, ½-inch or greater in diameter. Foam sealant shall also be 6-inches long.
- C. Submit manufacturer's product description, performance and test data on all materials, for Engineer's review.
- D. Colors of all materials shall be as selected by Owner.

1.7 DELIVERY, STORAGE AND HANDLING:

- A. Each container shall bear an unbroken seal, test number and label of the manufacturer upon delivery at the site. Unlabeled materials will be rejected and shall be removed from the site and replaced with approved-labeled materials at no additional cost to the Owner.
- B. Deliver materials to site and install work under this Section in ample time to avoid delay in job progress and at such times as to permit proper coordination of the various parts.
- C. Store waterstop materials under tarps to protect from oil, dirt and sunlight.

1.8 GAURANTEES:

- A. Attention is directed to provisions of the GENERAL CONDITIONS regarding guarantees and warranties for work under this Contract.
- B. Manufacturers shall provide their standard guarantees for work under this Section. However, such guarantees shall be in addition to and not in lieu of all other liabilities which manufacturers and Contractor may have by law or by other provisions for the Contract Documents.

PART 2 - PRODUCTS

2.1 SEALANTS – POOL DECK, POOL, AND ALL SUBMERGED APPLICATIONS:

- A. Sealants shall be non-staining materials conforming to the requirements of United States of America Standards Institute "Standard Specification for Polysulfide Base Sealing Compounds for the Building Trade", USA 116.1. Compound shall be Class A (self-leveling), or Class B (non-sag), as applicable in each case for the joint to be caulked. Color of sealant shall match as closely as possible the color of the surrounding materials, and when used adjacent to masonry work the compound shall match the color of the mortar in the masonry joints. Precise color shall in all cases be subject to the approval of the Engineer. Material shall be a Two-Part Polysulfide base, and resistant to chlorine up to 20 PPM.
- B. Manufacturers of the products shall be:
 - 1. WR Meadows – Deck-o-Seal 125 or Deck-o-Seal Gun Grade
 - 2. Sika USA – Duoflex NS
 - 3. Euclid – Tammsflex NS & SL

2.2 JOINT-SEALANT BACKINGS:

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are

approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.

- B. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin) as approved in writing by joint-sealant manufacturer for joint application indicated, and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
- C. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer for preventing sealant from adhering to rigid, inflexible joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.

2.3 MISCELLANEOUS MATERIALS:

- A. Primer: Material recommended by joint-sealant manufacturer where required for adhesion of sealants to joint substrates indicated, as determined from preconstruction joint sealant substrate tests and field tests.
- B. Cleaners for Nonporous Surfaces: Chemical cleaners acceptable to manufacturers of sealants and sealant backing materials, free of oily residues or other substances capable of staining or harming joint substrates and adjacent nonporous surfaces in any way, and formulated to promote optimum adhesion of sealants to joint substrates.
- C. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

PART 3 - EXECUTION

3.1 INSPECTION:

- A. Surfaces to receive waterstop and sealants shall be clean, dry and free of oil, dust and loose particles.
- B. Before starting work, inspect all surfaces to receive waterstop and sealant work and report in writing to the Engineer any surfaces that are not suitable for application of such materials.
- C. Unsuitable surfaces shall be corrected before work begins. Commencement of material application to any surface shall constitute acceptance of that surface as proper to receive the work. Subsequent defects in work shall be corrected under this Section without additional cost to the Owner.

3.2 MANUFACTURER'S RECOMMENDED INSTALLATION

- A. Installation of all products shall follow the installation requirements and recommended best practices of the manufacturers including (where applicable), but not limited to, storage prior to use, surface preparation and cleaning, primer application and curing time, environmental limitations for placement, lapping requirements, and minimum concrete coverages.

3.3 PREPARATION FOR SEALANT:

- A. Notify the proper trades of locations where adequate rabbets for sealant have not been provided; all such rabbets shall be prepared by cutting and cleaning out material to the minimum depth required and by grinding to the minimum width by the appropriate trade.

- B. Wire brush full depth of joints in concrete, masonry, mortar and plaster as required to obtain a firm, clean surface. Clean metal surfaces with wire brush where required to remove scale and other deposits and wipe clean with a mild, non-staining solvent. Clean other surfaces by methods approved by the sealant manufacturer. Where joint has been mortar-filled, rake out existing mortar $3\frac{3}{4}$ -inches deep.
- C. Prime surfaces to receive sealing compounds where recommended by manufacturer in accordance with manufacturer's printed instructions.
- D. Install continuous lengths of joint backing material in proper size, shape, and depth. Except where otherwise specified or recommended by manufacturer, depths of joints with a width less than or equal to $\frac{1}{2}$ -inch shall be approximately the same as the width. Depth of joints greater than $\frac{1}{2}$ -inch in width shall be approximately $\frac{1}{2}$ the width of the joint. No sealed joint shall be less than $\frac{1}{4}$ -inch deep.
- E. Install joint backup in all exterior joints in excess of $\frac{5}{8}$ -inch depth, and in all interior joints requiring backup, placing the bead in the joint in a manner that will assure constant sealant material depth. Set bead into joint continuously by slightly stretching during placement to permit compression against sides of joint without surface wrinkles or buckles.
- F. Waterproof membrane shall be installed on clean concrete surface and membrane drain shall be protected from being plugged or covered with material.

3.4 SEALANT APPLICATION:

- A. Apply sealant only to clean, dry surfaces, and only when the ambient temperature is within manufacturer's recommended range.
- B. Application shall be in strict accordance with manufacturer's printed instructions.
- C. Apply gun grade sealants with sealant guns of type approved by sealant manufacturer using nozzles sized to fit into joints and drive material with sufficient pressure to fill all voids. Install sealants in continuous, uninterrupted, full-length beads. Superficial pointing of joints with a thin bead of compound will not be acceptable.
- D. Apply pouring grade sealant at horizontal and deck joints in accordance with manufacturer's recommendations over joint backing. Joints shall be continuously filled, level and smooth.
- E. Neatly point and tool all finished joints, concave, uniformly smooth and free of wrinkles, waves, sag lines, and other imperfections. Keep outer edge of sealant $\frac{1}{8}$ -inch back from face of surrounding material. Remove masking tape immediately after tooling but before sealant has set.
- F. Provide sealant at exterior saddles and thresholds not sealed under another Section. Set same in a full bed of exterior sealant not less than $\frac{3}{8}$ -inch thick. Clean off excess compound after installing.
- G. Surfaces of all materials adjoining sealant joints shall be fully protected and be kept clean and free of smears of compound or other soiling due to sealant application. Use non-staining masking tape as required.
- H. Center waterstop in joint and secure waterstop in correct position using hog rings or grommets spaced at 12-inches on center along the length of the waterstop and wire tie to adjacent reinforcing steel.

3.5 FIELD QUALITY CONTROL:

- A. Waterstop splicing defects which are unacceptable include, but are not limited to the following:
 - 1. Tensile strength less than 80 percent of parent section.
 - 2. Misalignment of center bulb, ribs, and end bulbs greater than 1/16-inch.
 - 3. Bond failure at joint deeper than 1/16-inch or 15 percent of material thickness.
 - 4. Misalignment that reduces waterstop cross section more than 15 percent.
 - 5. Visible porosity in the weld.
 - 6. Bubbles or inadequate bonding.
 - 7. Visible signs of splice separation when cooled splice is bent by hand at a sharp angle.
 - 8. Charred or burnt material.

3.6 PROTECTION AND CLEANING:

- A. Clean all surfaces of adjacent surfaces, which have been marked or soiled by the work of this Section, removing all excess materials there from. Use only cleaning materials and solvents that will not damage the surfaces in any way.
- B. Remove all debris and rubbish as the work progresses, and legally dispose of same.
- C. At completion of work, do final cleaning, leaving the work and adjacent surfaces in a clean and neat condition.

END OF SECTION

SECTION 09 91 00

PAINTING FOR POOL AND ACCESSORIES

PART 1 - GENERAL

1.1 WORK INCLUDED:

- A. Furnish all materials, equipment, labor and services required to do all painting work required under the Contract, as indicated on Drawings, as specified herein, or both.
- B. Painting of pool surfaces damaged during construction, including cleaning and preparation of substrate.

1.2 REFERENCE STANDARDS

- A. ASTM D16 - Standard Terminology for Paint, Related Coatings, Materials, and Applications.
- B. ASTM D4258 - Standard Practice for Surface Cleaning Concrete for Coating; 2023.
- C. ASTM D4259 - Standard Practice for Preparation of Concrete by Abrasion Prior to Coating Application.
- D. SSPC-SP 3 - Power Tool Cleaning.
- E. SSPC-SP 10 - Near-White Metal Wet Abrasive Blast Cleaning.
- F. SSPC-SP 11 - Power-Tool Cleaning to Bare Metal.

1.3 RELATED WORK:

- A. The following Sections contain work that relates to this Section:
 - 1. Section 07 92 01, WATERSTOP AND SEALANTS FOR SWIMMING POOLS

1.4 QUALITY ASSURANCE:

- A. Where manufacturer makes more than one grade of any material specified, use the highest grade of each type, whether or not the material is mentioned by trade name in these Specifications.
- B. Include on labels of all containers the manufacturer's name, the product name and number, the color and the batch number.

1.5 SUBMITTALS:

- A. Submit samples of all materials specified herein in accordance with requirements of the Division 1, and before ordering materials, obtain written approval from the Engineer.
- B. Product Data: Submit paint and coating materials list giving the manufacturer's name, product name and product number for each material.
- C. Manufacturer's Data: Submit manufacturer's technical data sheet for each paint and coating, giving descriptive data, curing time, mixing, thinning and application instruction.

- D. Samples: Samples of all colors, stains, and finishes shall be prepared in advance of requirements so as not to delay work and shall be submitted to the Engineer for approval before any work is commenced. Work done without such approval shall be redone to the Engineer's satisfaction at the Engineer's expense.
- E. Samples shall be on separate 8-inch x 10-inch x ½-inch wallboard panels for painted wallboard; 8-inch x 10-inch x 18-gauge metal panels for painted metal surfaces; and 8-inch x 10-inch x ¼-inch wood panels for painted wood finish. For natural finish, use species of wood intended for the project on same size panels.
- F. For high performance coatings, use same sample base as for paint above.

1.6 COLORS:

- A. The Engineer will furnish a schedule of colors for each area and surface. All colors shall be mixed in accordance with the manufacturer's instructions. The number of coats required to ensure adequate and complete coverage in the opinion of the Engineer shall not necessarily be limited to the number of coats specified in the Painting Schedule contained in this Section. More than one color may be used on any wall surface with straight-line separation between colors at no additional cost to the Owner. The Engineer reserves the right to select at no additional cost, bright or accent colors, in quantity amounting to twenty (20) percent of the total wall surface area to be painted.
- B. Colors of priming coats (and body coats where specified) shall be lighter than those of finish coat.
- C. Colors shall be pure, non-fading pigments, mildew-proof, and sunproof, finely ground in approved medium. Colors used on concrete, stucco and plaster surfaces (as applicable) shall be lime-proof. All materials shall be subject to the Engineer's approval.
- D. Provide all facilities for comparison and adjustment of colors, and place final samples for approval directly on the surface to be finished. Machine mixing by the manufacturer's representative will be permitted where advantageous, but only after final approval of colors by the Engineer.
- E. After final approval of all colors by the Engineer, submit to the Owner color chips of all paints and coatings used, with manufacturer's name and coatings used, with manufacturer's name and designation of the paint and color for the purpose of future reordering. Color chips shall total at least six (6) square inches for each color.

1.7 DELIVERY, STORAGE AND HANDLING:

- A. All materials shall be brought to the building and stored in an approved location in manufacturer's original sealed containers bearing the manufacturers standard label indicating type and color. Materials shall be delivered in sufficient quantities in advance of the time needed in order that work will not be delayed in any way.
- B. All materials shall be stored in designated spaces in a manner, which meets the requirements of applicable codes and fire regulations. When not in use, such spaces shall be kept locked and inaccessible to those not employed under this Section. Each space shall be provided with a fire extinguisher of carbon dioxide or dry chemical type bearing the label of the National Board of Fire Underwriters and tag of recent inspection.

- C. Do not use building sanitary system for mixing or disposal of refuse material. Carry water to mixing rooms and dump waste material in a refuse receptacle. Remove oily rags and waste each day.
- D. Store paints at minimum ambient temperature of 45 deg F and a maximum of 90 deg F, in ventilated area, and as required by manufacturer's instructions.

1.8 GUARANTEES:

- A. Attention is directed to provisions of the General Conditions regarding guarantees and warranties for work under this Contract.
- B. Manufacturers shall provide their standard guarantees for work under this Section. However, such guarantees shall be in addition to and not in lieu of all other liabilities which manufacturers and Contractor may have by law or by other provisions of the Contract Documents.

PART 2 - PRODUCTS

2.1 MANUFACTURERS OF PAINT FOR CONCRETE SURFACES:

- A. Standard paints and finishes used for the pool shall be as manufactured by:
 - 1. Tnemec Co., Kansas City, MO
 - 2. Kelly Technical Coatings, Louisville, KY
 - 3. RAMUC Pool Paint, Medina, OH
 - 4. Or pre-approved equal

2.2 PAINT SYSTEM FOR CONCRETE

- A. Manufacturers' names used above are to indicate quality and type of material and shall be equal to three coats of TNEMEC- Series 161, a Polyamide Epoxy
- B. Unless otherwise indicated, provide factory-mixed coatings. When required, mix coatings to correct consistency in accordance with manufacturer's instructions before application. Do not dilute or thin coatings, except as instructed.
- C. For opaque finishes, tint each coat, including primer coat and intermediate coats, one-half shade darker than succeeding coat, with final finish coat as base color.

2.3 COMPATIBILITY OF COATINGS:

- A. Ensure that all paints and coatings to be applied in the field are compatible with coatings used for shop-primed items and items which have been prime-coated by other trades. Approved Shop Drawings and manufacturer's data sheets generally indicate types of priming materials used. Such information may be obtained from the Engineer upon request.
- B. Determine that the materials specified in the Painting Schedule are compatible with shop coats to which these materials are to be applied, and bring to the Engineer's attention any condition, which may require a change in the specifications before proceeding with the Work. Failure to do so shall be construed as acceptance of the coatings specified. Perform all corrective measures, at no additional cost to the Owner, for defects in the Work resulting from the use of such materials.

PART 3 - EXECUTION

3.1 INSPECTION AND ACCEPTANCE OF SURFACES:

- A. Inspect all surfaces and assure that they are in proper condition to receive work to be performed under this Section. Do not commence work under this Section until all surfaces are in a satisfactory condition.
- B. If surfaces are not clean, smooth and thoroughly dry or if they cannot be put in proper condition to receive paint by customary cleaning methods, by painter's ordinary preparatory work, spackling, wire brushing or sanding, notify the General Contractor requesting necessary correction.
- C. Verify that surfaces are ready to receive work as instructed by the product manufacturer.
- D. Commencement of work in any space will be construed as acceptance of the surfaces as being satisfactory. All defects in painting work resulting from such accepted surfaces shall be corrected under this Section at no additional cost to the Owner.
- E. Measure moisture content of surfaces using an electronic moisture meter. Do not apply finishes unless moisture content of surfaces is below the following maximums:
 - 1. Fiber Cement Siding: 12%.
 - 2. Masonry, Concrete, and Concrete Masonry Units: 12%.
 - 3. Concrete Floors and Traffic Surfaces: 8%

3.2 PROTECTION:

- A. Furnish and lay drop cloths in all rooms and areas where painting and finishing is being done to adequately protect flooring and other work from damage during painting work.
- B. Remove canopies of lighting fixtures, electrical switch plates and similar equipment, set them carefully away and cover adequately to protect fixtures. Replace the canopies, plates and other items after painting is completed, in as good condition as when found.
- C. At completion of work of each area, remove all paint spots, oil and stain from all surfaces, including finish hardware. Do not use abrasive paper or abrasive cleaner on hardware or similar finished surfaces.
- D. Perform no work in rain, dew or fog; when the temperature is below 50 degrees F; or before other finish materials have thoroughly dried out.
- E. The atmosphere shall be relatively free of airborne dust before painting work is begun.

3.3 PREPARATION:

- A. Prepare surfaces as required to properly receive paint and finish materials. Remove all foreign matter, which would otherwise prevent adhesion of the applied finishes.
- B. Remove blisters and other imperfections in previous coats caused by foreign substances or paint skins from all painted surfaces before the subsequent coat is applied. Wood and metal surfaces shall be rubbed down before finishing and between coats when required with sandpaper or steel wool, leaving perfectly

clean surface. Smooth finished surfaces shall be sanded before finishing and between coats as required to smooth out rough areas and to assure smooth, even finish. All surfaces to receive paint shall be smooth and free of all sandpaper scratches, mill marks and other imperfections and, except for coats applied in shop, shall be inspected and approved by the Engineer before application of prime and finish coats.

- C. All knots, pitch streaks and sappy spots in wood shall be touched up with knot sealer before applying first coat. Use orange shellac for dark and white shellac for light painted surfaces.
- D. Fill nail holes, cracks and the like with putty or plastic wood after primer or first coat of finish is dry. On natural finished wood, tint putty to match finished wood.
- E. Apply two (2) coats of finish to the tops, bottoms, and edges of all metal structures. Do not apply paint over Underwriter's Label attached to doors or frames.
- F. All scratches, cuts, cracks and abrasions in wallboard surfaces shall be cut out as required, filled with approved patching compound flush with adjoining surfaces and when dry shall be sanded and sealed before application of priming coat.
- G. Paint or seal edges of fixtures, equipment, and other material where they present an unfinished appearance.
- H. Clean by wire brushing, power grinding and sanding all mill scale, rust, slag from field welds, loose paint, abraded surfaces of shop coats, grease, oil, dirt and other foreign matter from ferrous surfaces, then properly wash with approved cleaning agent. After cleaning, the surfaces shall be etched, pickled, primed or otherwise prepared as recommended by the paint manufacturer and approved by the Consultant. Use only rust-inhibiting type primer for ferrous metal priming.
- I. Remove all grease and dirt with mineral spirits before applying paint.
- J. Concrete Floors And Walls: Remove contaminants that could impair coating performance or appearance, wash with hot tri-sodium phosphate solution (2 ounces per gallon), flush with clean water using high pressure washer; verify alkaline-acid balance recommended by coating manufacturer; mechanically abrade surface, if required, to achieve medium-sandpaper texture.
- K. Ferrous Metals, Unprimed: For immersed metals, use SSPC-SP 11 power tool cleaned or SSPC-SP 6 commercial blast. For immersion, use SSPC-SP 10 near-white blast cleaned.
- L. Ferrous Metals, Shop-Primed: Remove loose primer and rust, if present, by SSPC-SP 3 Power Tool Cleaning Standard.
- M. Galvanized Steel: Refer to manufacturer's recommendations for preparation of galvanized steel.

3.4 WORKMANSHIP:

- A. Materials shall be applied by skilled mechanics under proper supervision. All paint shall be evenly spread and thoroughly brushed out using rollers and paintbrushes. Finished surfaces shall be uniform in gloss, finish and color, and shall be free from brush marks. Apply all materials under adequate illumination and in an atmosphere relatively free of airborne dust.

- B. Before application, materials in containers shall be thoroughly stirred, unless otherwise directed by the manufacturer, to ensure uniformity of color and mass, and all paint skins or other materials, which could cause lumps or roughness, shall be strained out. Materials shall be applied without the addition of any ingredients and without reducing or thinning.
- C. Painting and finishing shall be carefully done and left perfect. No paint spots shall be left on glass, hardware or other finished work. Do not paint around hardware or removable wall receptacle plates. Such items shall be removed prior to painting.
- D. Workmanship shall be of the very best quality, with all materials evenly spread and smoothly flowed on without runs or sagging. Properly prepare all surfaces before painting to ensure a smooth and uniform surface without variations of gloss, suction or other blemishes.

3.5 APPLICATION:

- A. All materials shall be applied in strict accordance with the approved manufacturer's printed instructions and in accordance with the best trade practices.
- B. Allow manufacturer's specified drying time, and ensure correct coating adhesion, for each coat before applying next coat.
- C. Touch up finish coats of factory finished items that become damaged before completion of the building. Sand damaged areas smooth and apply primer before applying finish coat. Where spot touch-up cannot be done neatly and blended smooth with other finish material, repaint entire surface or panel as approved by the Engineer.
- D. Inspect each coat before applying next coat; touch-up surface imperfections with coating material, feathering, and sanding if required; touch-up areas to achieve flat, uniform surface without surface defects visible from 5 feet.
- E. Remove dust and other foreign materials from substrate immediately prior to applying each coat.
- F. Where coating application abuts other materials or other coating color, terminate coating, making clean sharp termination line without coating overlap.
- G. Apply platform floor finish in accordance with finishing recommendations. Surface shall contain non-slip material at traffic areas, zero entry, steps and platform. Allow final coat to dry 72 hours before use.
- H. All paint shall be applied by brush or roller except as otherwise indicated or specifically approved by Engineer.
- I. Apply coatings only when air and surface temperatures are above 50 degrees F and below 110 degrees F, and with relative humidity below 85% or within the manufacturer's recommended temperature range whichever is more stringent. Surface temperature shall be at least 5 degrees above dew point.
- J. Identification letters shall be painted by an experienced professional sign painter.

3.6 CLEAN UP:

- A. Upon completion of work of this section, remove all paint and coating spatters from glass, prefinished surfaces, bright metals, and from other surfaces that have not been painted or finished under this section. Remove all painters' materials and debris and leave the surrounding area and the work in a clean condition.
- B. Final Inspection: Protect all painted and finished surfaces against damage until the date of Substantial Completion of the Work. The Engineer will inspect all painted work. Painting Subcontractor will be required to repaint, refinish, or retouch any areas, which do not comply with the requirements of this Section.
- C. Retouch work required after painted and finished surfaces have been accepted by the Engineer shall be paid for by the General Contractor.

3.7 APPLICATION OF COATINGS:

- A. Apply wall primer and sealer to surfaces by roller. Coating thickness shall be adjusted in accordance with manufacturers written instructions where Engineer permits airless spray application. Do not attempt to fill concave joints flush. Tint filler close to finish coat color. Allow adequate time for base coat to cure before proceeding. Where other surfaces are required to be coated, use manufacturer's compatible first coat suitable for such surfaces to assure uniform finish results.
- B. Apply colored finish coats to all surfaces by roller to minimum dry film thickness indicated. Back roll with roller as required to remove pinholes and unevenness. Allow 24 hours between coats for curing and protect from damage during curing periods.
- C. Each coat shall be inspected and approved by the Engineer before succeeding coat is applied. Provide a progress schedule showing proposed date of application of each coat for each room, space or area for approval by the Engineer. Finish coat shall match approved samples in all respects.
- D. Unless otherwise indicated on drawings, wall coating shall cover full height of wall from floor to pools edge in each pool area. Deck and truss coating at exposed steel shall leave no uncoated areas. Deck and trusses will be coated in different colors.
- E. Application shall be by skilled applicators regularly engaged in this type of work and in strict compliance with the manufacturer's written instructions. Filler coats and primers shall be compatible and formulated as part of the coating systems.
- F. Areas not to receive coating shall be effectively masked and protected.
- G. All applicators shall be properly equipped with protective clothing, gloves and breathing apparatus.

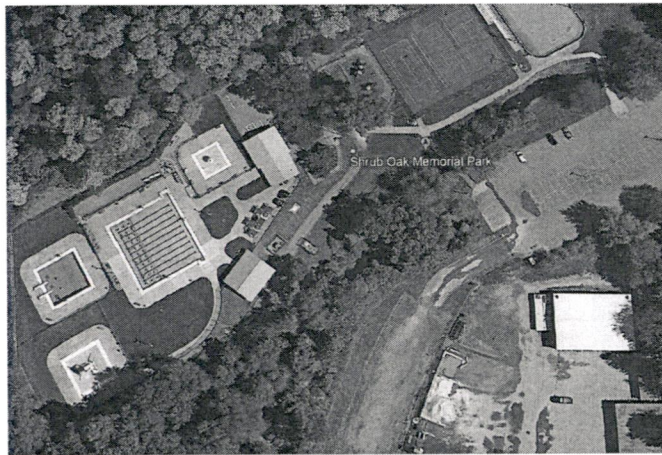
END OF SECTION 09 91 90

TOWN OF YORKTOWN, NY

SHRUB OAK MEMORIAL PARK

BRIAN J. SLAVIN AQUATIC CENTER POOL RENOVATION

3800 Sunnyside St, Shrub Oak, NY 10588



LOCATION MAP
NOT TO SCALE



VICINITY MAP
NOT TO SCALE



BRIAN J. SLAVIN AQUATIC CENTER POOL RENOVATION	
SHEET NUMBER	SHEET TITLE
AQ-001	SITE PLAN
AQ-100	DEPTH MARKER PLAN
AQ-200	DEMO AND CONSTRUCTION PLANS
AQ-201	DEMO AND CONSTRUCTION PLANS
AQ-210	DEMO AND CONSTRUCTION DETAILS
AQ-400	TYPICAL DETAILS
AQ-500	EQUIPOTENTIAL BONDING PLAN AND DETAILS

Issued Date

05/27/2025



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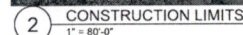
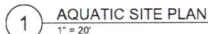
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Reviewed By: AGS
Approved By: PJB
W&S Project No.: ENG24-181
W&S File No.:

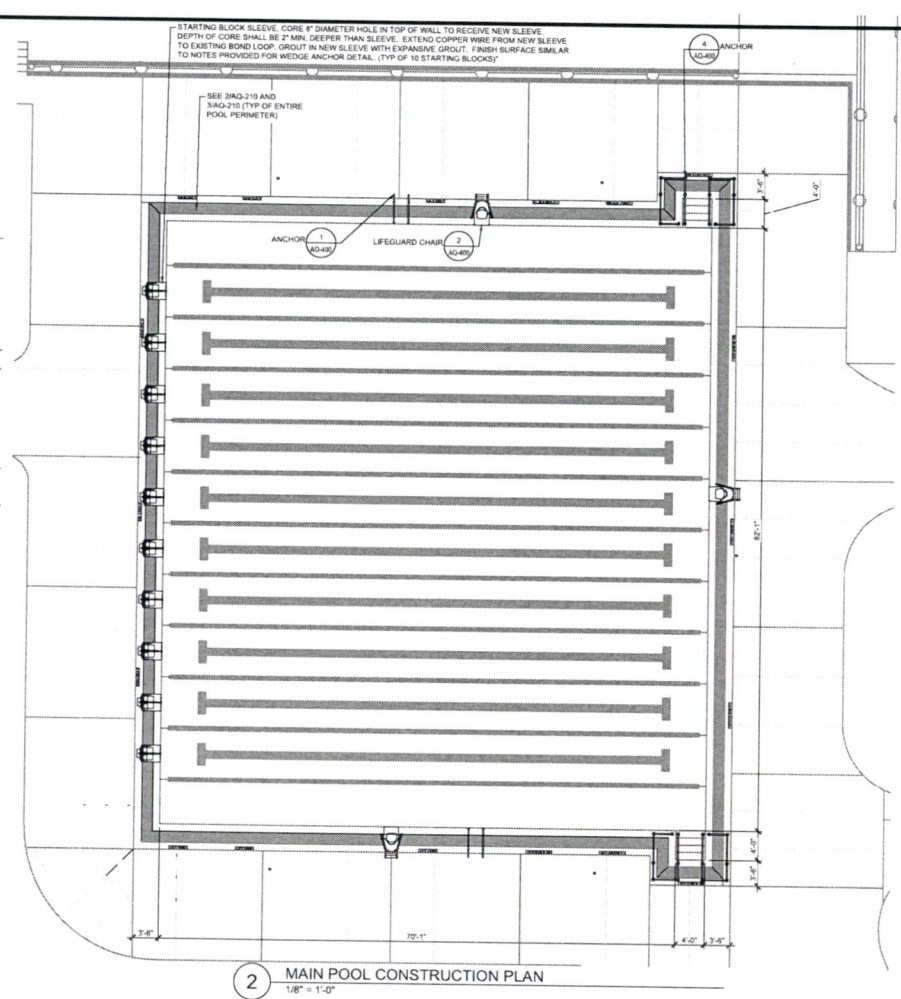
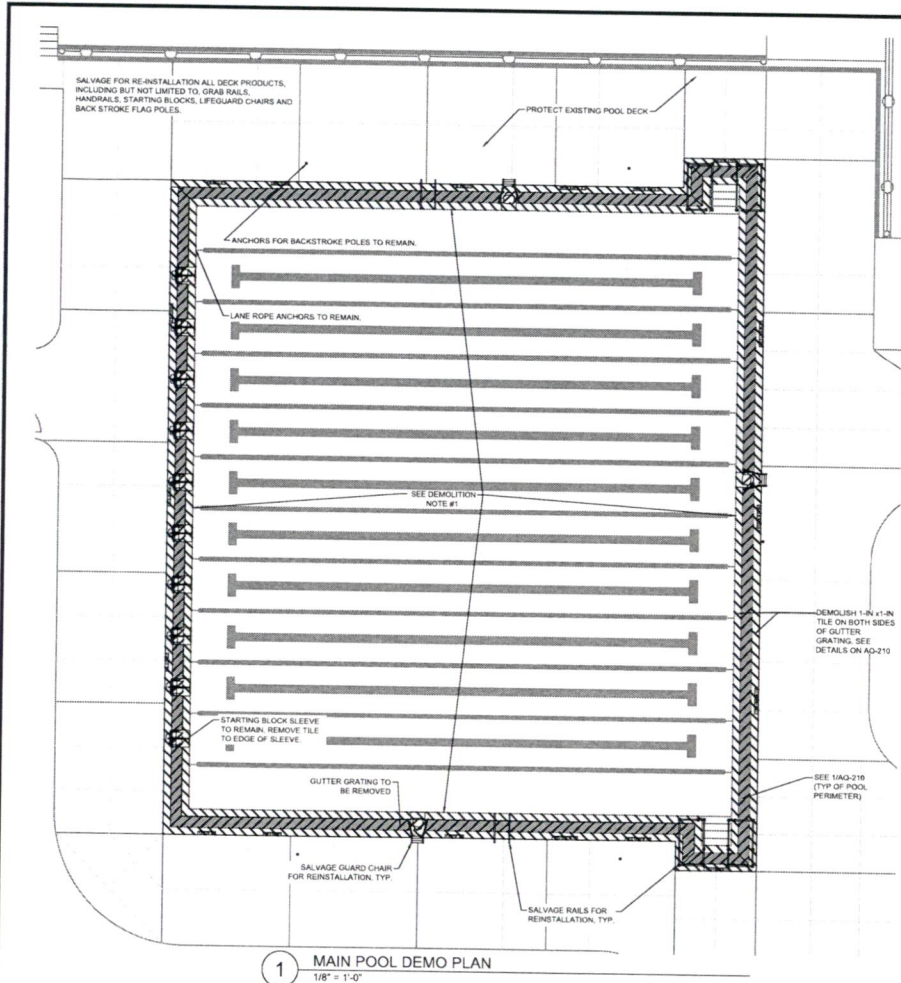
Drawing Title

COVER SHEET

Sheet Number

CS-001





POOL EQUIPMENT AND FINISHES SCHEDULE				
RECIRCULATION EQUIPMENT				
ITEM	MANUFACTURER	CAT NO.	DESCRIPTION	
GRATING	PADDOCK	8000430	1/2" HDPE GRATING WITH INTERNAL CORNER JOINTS. MARKINGS, COLOR: WHITE, WET COAT. (S&S) PROVIDE ALL SPLICES, SS FASTENERS, TRIM AND ACCESSORIES FOR A COMPLETE INSTALLATION.	
COPING	PADDOCK	SPECIAL ORDER	3/4" 12 GA. STAINLESS STEEL END CAP AND SHORT, FULLY WELDED ISLAND.	

Project
TOWN OF YORKTOWN, NY
SHRUB OAK MEMORIAL PARK
BRIAN J. SLAVIN AQUATIC CENTER
POOL RENOVATION

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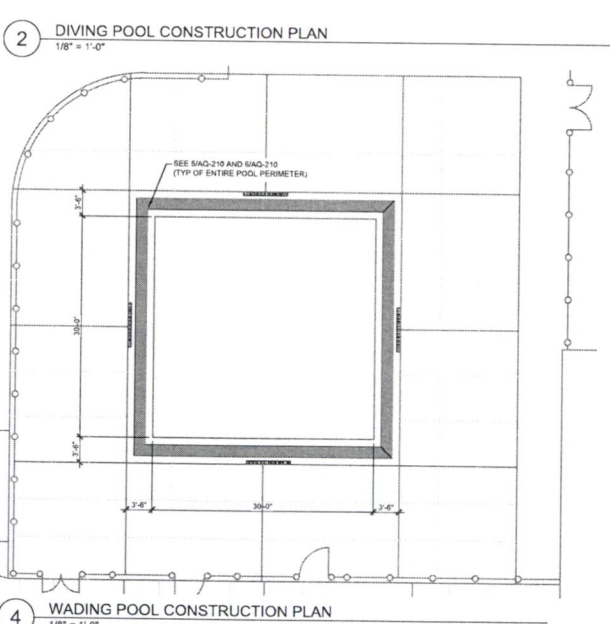
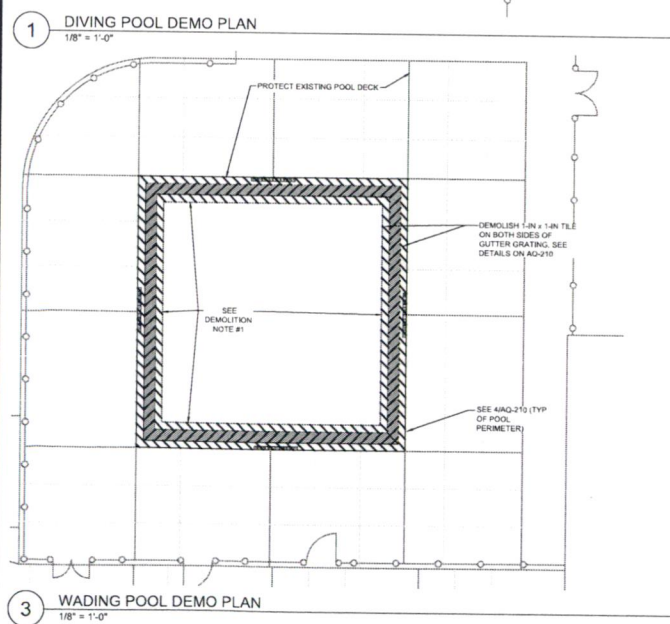
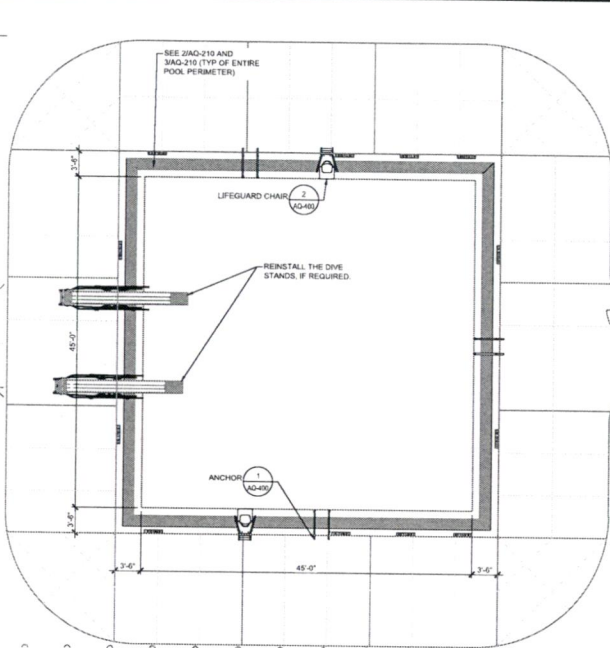
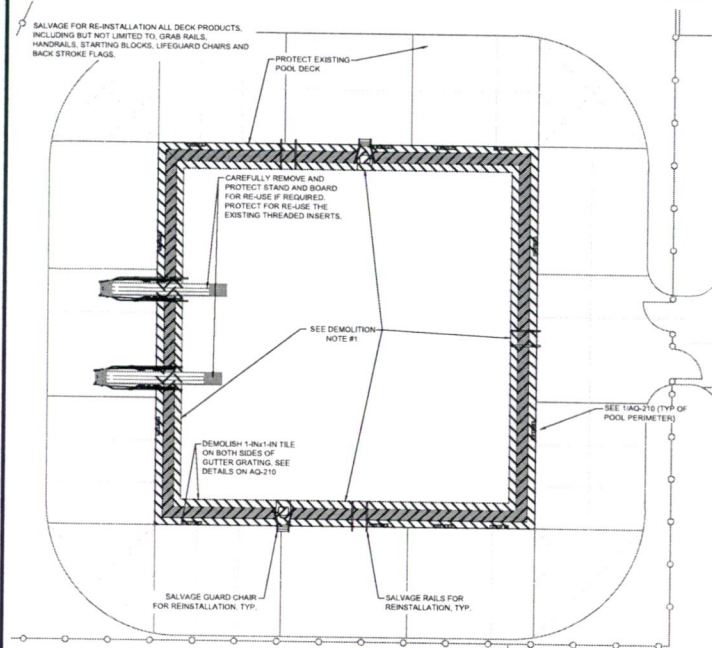
NOT RELEASED FOR CONSTRUCTION

Date: 05/21/2025
Drawn By: SAA
Reviewed By: ADS
Approved By: PJB
W&S Project No.: ENG24-1681
W&S File No.:

Drawing Title
DEMO AND CONSTRUCTION PLANS

Sheet Number
AQ-200

UNAUTHORIZED ALTERATION OF, OR ADDITION TO THIS PLAN IS A VIOLATION OF SECTION VII, ARTICLE 145, SECTION 7299.2 OF THE NEW YORK STATE EDUCATION LAW.



- DEMOLITION:**
1. CONTRACTOR IS RESPONSIBLE FOR REMOVAL, STORAGE OF ALL FIXTURES, FITTINGS, AND EQUIPMENT. COORDINATE USE OF SITE FOR STORAGE WITH OWNER.
 2. CONTRACTOR SHALL REMOVE ALL TILE FINISH AT POOL COPING AND DECK AREAS AS INDICATED.
 3. CONTRACTOR SHALL TAKE CARE DURING DEMOLITION AND REMOVAL ACTIVITIES SUCH THAT ALL WORK TO REMAIN IS PROTECTED.
 4. WHERE PERMITTED, CLEAN SOILS AND CLEAN CONSTRUCTION CONCRETE MAY BE REPURPOSED.
 5. OWNER AFFIRMS, TO THE BEST OF THEIR KNOWLEDGE AND BASED ON THEIR KNOWLEDGE OF THE AGE AND CHARACTER OF THE CONSTRUCTION, THAT THERE IS NO LEAD-BASED PAINT, ASBESTOS-CONTAINING MATERIALS, OR OTHERWISE HAZARDOUS MATERIALS CONTAINED WITHIN THE SCOPE OF THE DEMOLITION WORK.
 6. CONTRACTOR SHALL SUBMIT A WASTE DISPOSAL PLAN DOCUMENTING THE TYPES OF MATERIALS TO BE REMOVED AND FACILITIES LOCATIONS SAID MATERIAL WILL BE DEPOSITED. CONTRACTOR IS RESPONSIBLE FOR CLASSIFYING REMOVED MATERIALS BY THEIR WASTE CATEGORY PER STATE AND LOCAL REGULATIONS.
 7. ALL WASTE MATERIALS OTHER THAN CLEAN SOILS OR QUALIFYING CLEAN CONCRETE SHALL BE PROPERLY DISPOSED OF IN A PERMITTED WASTE OR RECOVERY FACILITY, WHERE PERMITTED.
 8. CONTRACTOR SHALL SUBMIT DOCUMENTATION FROM EACH WASTE OR RECOVERY FACILITY THE RECEIPT OF WASTE.
 9. EXISTING ELECTRICAL BONDING LOOP:
 - A. COORDINATE WITH ELECTRICIAN PRIOR TO BEGINNING DEMOLITION.
 - B. EXPOSE AND PROTECT LENGTHS OF EXISTING CONCRETE REINFORCEMENT, ADEQUATE TO RECEIVE BONDING LUGS, FOR EXTENSION OF THE EXISTING BONDING LOOP.
 - C. PROTECT BOND LOOP WIRES AND BOND WIRE CONNECTIONS, WHERE ENCOUNTERED.
 11. REFER TO DETAILS SHEETS FOR EXTENT OF CONCRETE DEMOLITION.

- GENERAL CONSTRUCTION REQUIREMENTS:**
1. CONTRACTOR TO COORDINATE WITH THE OWNER OR OWNER'S REPRESENTATIVE FOR CONTRACTOR STAGING OF MATERIALS, PARKING AND ACCESS TO POOL FACILITY CONSTRUCTION.
 2. CONTRACTOR SHALL COORDINATE DISCHARGE OF POOL PRIOR TO CONSTRUCTION WITH OWNER OR OWNER'S REPRESENTATIVE AND LOCAL HEALTH DEPARTMENT.

Project
TOWN OF YORKTOWN, NY
SHRUB OAK MEMORIAL PARK
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POOL RENOVATION

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POOL EQUIPMENT AND FINISHES SCHEDULE

RECIRCULATION EQUIPMENT			
ITEM	MANUFACTURER	CAT NO.	DESCRIPTION
GRATING	PADDOCK	8000420	1" x 1" HEPB GRATING WITH INTEGRAL CONTRASTING DEPTH MARKINGS, COLOR WHITE, NET DOP. RAIL PROVIDES ALL SPLICES, BS INSTALLATION.
COPING	PADDOCK	SPECIAL ORDER	1 1/2" x 12 GA. STAINLESS STEEL END CAP AND SKIRT, FULLY WELDED SEAMS.

Date: 05/21/2025
Drawn By: SAA
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Approved By: PJB
W&S Project No.: ENG20-1081
W&S File No.:
Drawing Title:

DEMO AND
CONSTRUCTION PLANS

Sheet Number:
AQ-201

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COA

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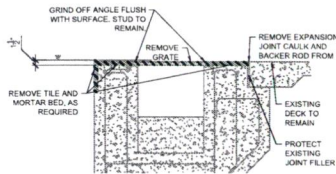
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**DEMO AND
CONSTRUCTION
DETAILS**

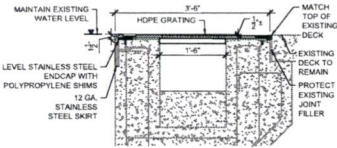
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AQ-210

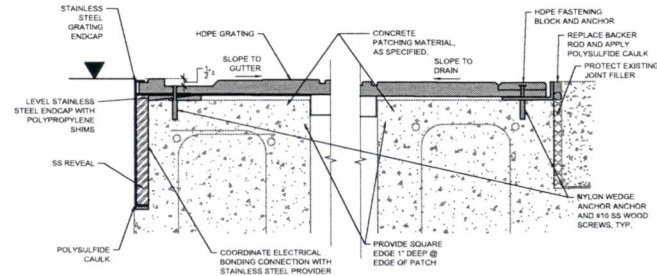
- NOTES:
1. BASIS OF DESIGN FOR GRATE SYSTEM IS BY PADDOCK INDUSTRIES. SUBSTITUTIONS MUST BE APPROVED BY THE ENGINEER PRIOR TO BIDDING.
 2. STEEL STOCK SHALL BE POLISHED 304 STAINLESS STEEL, 12 GA. MIN. SHWP WELDED. FIELD WELDS SHALL BE KEPT TO A MINIMUM.
 3. GRATING:
 - a. SHALL BE CNC ROUTED FROM 1" WHITE, UV STABILIZED HIGH DENSITY POLYETHYLENE SHEET STOCK, WITH SLOTS PARALLEL WITH POOL WALL. MIN. OPEN AREA SHALL BE 40%.
 - b. STRENGTH OF PRODUCT AFTER ROUTING SHALL SPAN THE GUTTER WITH NOT MORE THAN 1/8" DEFLECTION UNDER A POINT LOAD OF 300 LBS.
 - c. TOP SURFACE SHALL BE TEXTURED FOR TRACTION.
 - d. TOP SURFACE SHALL HAVE RECESSED FINGER HOLD AT FRONT EDGE.



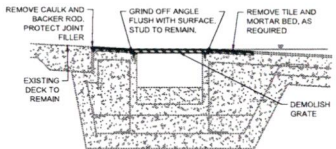
1 GUTTER DEMOLITION
3/4" = 1'-0"



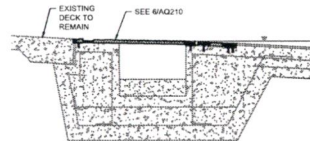
2 HDPE GRATING AND ST. STL. FACING
3/4" = 1'-0"



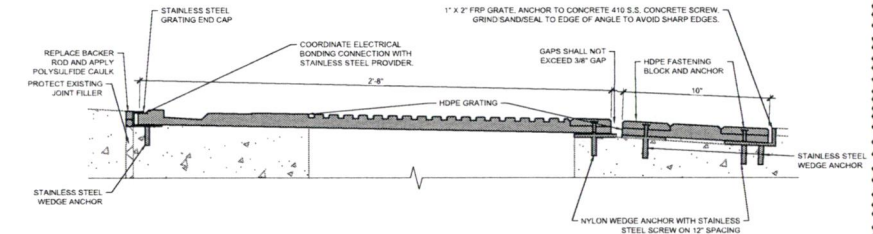
3 DETAIL CLOSE-UP
3" = 1'-0"



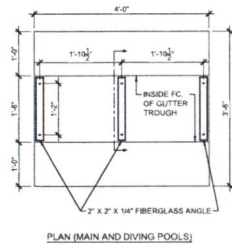
4 GUTTER DEMOLITION
3/4" = 1'-0"



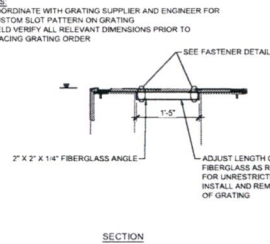
5 HDPE GRATING
3/4" = 1'-0"



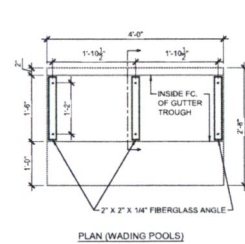
6 TOP OF WALL PROFILE
3" = 1'-0"



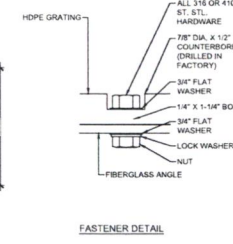
PLAN (MAIN AND DIVING POOLS)



SECTION

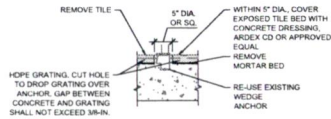


PLAN (WADING POOLS)

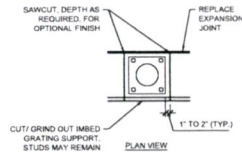


FASTENER DETAIL

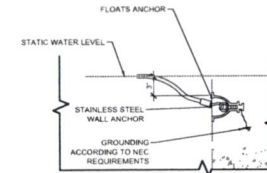
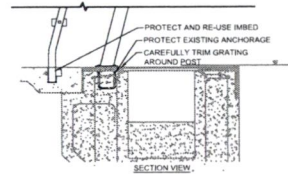
7 GUTTER GRATING DETAIL
3/4" = 1'-0"



1 TYP. WEDGE ANCHOR DETAIL
3/4" = 1'-0"



2 TYP. LIFEGUARD CHAIR ANCHOR DETAIL
3/4" = 1'-0"



4 TYP. EXPANSION JOINT DETAIL
NOT TO SCALE

NOTES:
1. PROTECT EXISTING LANE LINE ANCHORS. COORDINATE WITH GRATING MANUFACTURER FOR PROPER FABRICATION OF STAINLESS STEEL REVEAL.

3 TYP. LANE ROPE ANCHOR DETAIL
1-1/2" = 1'-0"

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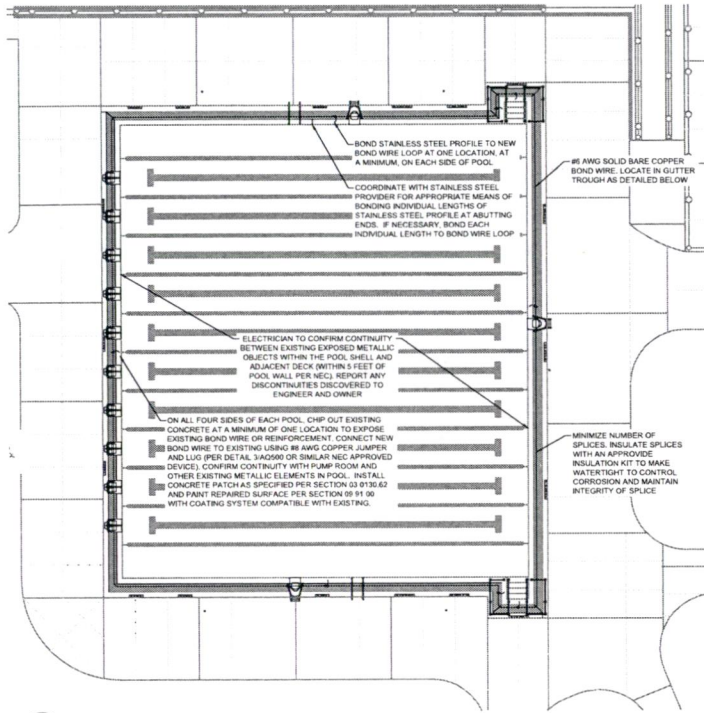
TYPICAL DETAILS

Sheet Number

AQ-400

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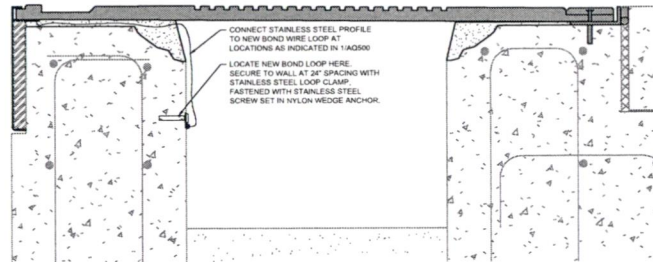
1 BONDING PLAN (TYPICAL ALL POOLS)
3/32" = 1'-0"

BONDING LEGEND & NOTES

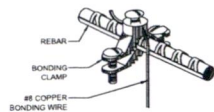
ELECTRICAL BONDING NOTES

1. GENERAL:
 - a. BOND ALL METALLIC ITEMS PER NEC 680.26.
 - b. WORK SHALL BE PERFORMED BY A LICENSED ELECTRICIAN.
 - c. WORK SHALL COMPLY WITH ALL REQUIREMENTS IN ARTICLE 680 OF THE NATIONAL ELECTRICAL CODE (NEC) - SWIMMING POOLS, FOUNTAINS, AND SIMILAR INSTALLATIONS. PROVIDE ALL BONDING AND EQUIPMENT GROUNDING AS DESCRIBED IN ARTICLE 680.
 - d. ALL PUMP MOTORS SHALL BE BONDED TO THE BONDED LOOP UNLESS DOUBLE INSULATED. THIS INCLUDES, BUT IS NOT NECESSARILY LIMITED TO WATER CIRCULATING, CHEMICAL FEED, AND HEATER PUMPS.
2. POOL CONSTRUCTION:
 - a. BONDING LOOP CONDUCTOR AROUND POOL AND EXISTING TO POOL MECHANICAL EQUIPMENT SHALL BE:
 - i. SOLID COPPER CONDUCTOR, NOT SMALLER THAN #6 AWG.
 - ii. CONTINUOUS, WITH A MINIMUM NUMBER OF SPLICES.
 - b. CONNECTIONS FROM POOL BONDING LOOP CONDUCTOR TO OTHER BONDED ITEMS SHALL BE MADE WITH MINIMUM #8 AWG SOLID COPPER CONDUCTOR.
 - c. CONCRETE REINFORCEMENT SHALL BE BARE STEEL AND SHALL BE TIED WITH METAL WIRES AT EVERY INTERSECTION.
 - d. REINFORCEMENT STEEL SHALL BE BONDED TO CONDUCTOR LOOP AT EACH PLACED SECTION OR EVERY 20 FEET (WHICHEVER IS LESS).
 - e. ALL METAL ITEMS WITHIN OR ATTACHED TO THE NEW POOL SURFACE, INCLUDING, BUT NOT NECESSARILY LIMITED TO RAIL ANCHORS, LADDERS, STARTING BLOCKS, METAL INSET STEPS, LIGHT NICHE, AND LANE LINE ANCHORS, SHALL BE BONDED UNLESS NOT OVER 6 INCHES IN ANY DIMENSION AND DOES NOT PENETRATE THE WATER OCCUPYING STRUCTURE MORE THAN 1 INCH.
 - f. BOND ALL METALLIC ITEMS WITHIN 5 FEET OF POOL SURFACE INCLUDING, BUT NOT LIMITED TO FENCE POSTS, DECK BOARDS, AND DECK ANCHORS (UNLESS NOT OVER 6 INCHES IN ANY DIMENSION).
 - g. ALL BONDING CONNECTIONS:
 - i. TO BE MADE WITH DEVICES LISTED AND LABELED FOR THIS ENVIRONMENT.
 - ii. BONDING CONNECTIONS TO BE BRASS, COPPER, COPPER ALLOY, OR STAINLESS STEEL.
 - iii. LUGS LISTED AND LABELED FOR BONDING REBAR TO COPPER CONDUCTOR. LUGS SHALL BE RATED FOR DIRECT BURIAL.
 - iv. EXOTHERMIC WELDING IS A PERMITTED METHOD FOR BONDING THE COPPER BONDING LOOP TO THE CONCRETE REINFORCEMENT STEEL.
 - v. ALL CONNECTIONS BETWEEN BONDED ITEMS AND BONDING LOOP TO BE UNDER 2 OHM RESISTANCE.
3. RENOVATIONS OF EXISTING POOLS:
 - a. LOCATE EXISTING BOND LOOP OR EXPOSE AND PROTECT LENGTHS OF THE EXISTING POOL SHELL REINFORCEMENT ADEQUATE FOR CONNECTING NEW BOND TO EXISTING REINFORCEMENT.
 - b. ELECTRICIAN SHALL TEST FOR CONTINUITY BETWEEN PROPOSED CONNECTION POINTS AND EXISTING METALLIC ELEMENTS AND ELECTRICAL DEVICES. THIS IS TO CONFIRM THE EXISTING BOND SYSTEM IS FUNCTIONING PROPERLY PRIOR TO COVERING CONNECTION POINTS.
 - c. BOND LOOP AND BONDING CONNECTIONS SHALL BE AS STATED ABOVE FOR POOL CONSTRUCTION.
4. QUALITY CONTROL:
 - a. VERIFY ALL METALLIC ITEMS ARE ON BONDING LOOP PER NEC 680.26.
 - b. POOL BONDING GRID TO BE INSPECTED, TESTED, AND CERTIFIED AFTER INSTALLATION BY A LICENSED ELECTRICIAN TO ASSURE SYSTEM IS PROPERLY FUNCTIONING AT ALL REQUIRED LOCATIONS PER NEC 680.
 - c. BONDING CERTIFICATION REPORT SHALL BE PROVIDED TO OWNER, ARCHITECT, AND POOL CONSULTANT.

NOTE: DETAIL SIMILAR FOR WADING POOL.



4 BONDING DETAIL AT TOP OF WALL
NOT TO SCALE



3 BONDING DETAIL - LUG @ REINF. BAR
NOT TO SCALE

Project
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W&S Project No.: ENG24-1681
W&S File No.:

Drawing Title

EQUIPOTENTIAL
BONDING PLAN AND
DETAILS

Sheet Number

AQ-500

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SECTION 26 00 61

ELECTRICAL BONDING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. All of the Contract Documents, including General and Supplementary Conditions and Division 1, General Requirements, are hereby made a part of the work of this Section. Where paragraphs of this Section conflict with Division 1, the more stringent requirements shall govern.
- B. All work shall comply with all federal, state and local codes and any other authorities having jurisdiction including any special requirements of the Owner or Architect.
- C. Furnish all labor, materials, and equipment necessary to complete all work as shown on drawings and specified. This work is to include but not limited to the following: modify and expand the existing bonding grid to furnish a complete and functional bonding system for the pool systems, including all modifications as indicated on contract drawings.

1.02 GENERAL PROVISIONS

- A. Attention is directed to the CONTRACT AND GENERAL CONDITIONS and all Sections within DIVISION 1 - GENERAL REQUIREMENTS which are hereby made a part of this Section of the Specifications.
- B. Reference Drawings: The Work of this Section is shown on the Contract Drawings.

1.03 REFERENCES

- A. All work shall conform to the 2017 (NEC) National Electrical Code, and all Federal, State and Local Codes as applicable.
- B. NEC Article 680 Swimming Pools, Fountains, and Similar Installations applies to this work.
- C. All products shall be UL listed.

1.04 QUALITY ASSURANCE

- A. Demonstrate the correct operation of all installed equipment and circuits to the satisfaction and requirements of the engineer.

PART 2-PRODUCTS

2.01 WIRE

- A. Aluminum conductors shall not be used.
- B. Single conductors in shall be bare copper.

2.02 SPLICES

- A. Where splices are required, provide using one of the two following methods:
 - a. Compression connectors of approved pattern
 - b. Exothermic welded connections.
- D. Provide approved manufacturers watertight splice kits to insulate all splices.

2.03 IDENTIFICATION

- A. Underground buried electric wire marking tape shall be heavy-duty 0.0045", metal detection tape, 2" wide supplied in continuous lengths up to 1000'. Tape shall have red with black lettering, continuously duplicated, wording equal to "CAUTION BURIED ELECTRIC LINE BELOW".

PART 3 - EXECUTION

3.01 COORDINATION

- A. Coordinate for connection of all reinforcing steel and pool equipment bonds before surface is applied.
- B. Coordinate installation of pool bonding at beginning of project. Electrician must be present to perform his work before concrete is applied.

3.02 UNDERGROUND WIRES OUTSIDE OF SWIMMING POOL PERIMETER

- A. Provide red marking tape buried 6" to 10" below surface indicating any buried bond wires below that extend beyond the perimeter of the swimming pool.

3.03 SWIMMING POOL BOND SYSTEM INSTALLATION

- A. Furnish and install any Code required ground rods.
- B. Contractor to provide #6 CU bond wire for swimming pool steel, any metal drains, swimming pool equipment and all other metallic components within 5'-0" as prescribed in NEC article 680.
- C. Provide and install 600 volt bonding conductors throughout the bonding system with connection to each item of equipment, etc. No conductors shall be exposed above the deck.
- D. Bonding conductors shall be continuous, where ever possible.
- E. Insulate any splices with approved insulation kit and makeup water tight to protect from corrosion and maintain the integrity of the splice.

END OF SECTION