



*Nassau Health Care Corporation*

NASSAU HEALTH CARE CORPORATION  
NASSAU UNIVERSITY MEDICAL CENTER  
2201 Hempstead Turnpike  
East Meadow, New York 11554  
(516) 572-0123

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## NOTICE TO BIDDERS

**NUMC Formal Sealed Bid Proposal # MC98-05029-5282**  
**GENERAL CONTRACTOR AND PLUMBING SERVICES FOR**  
**EMERGENCY POWER SYSTEM UPGRADE AT A. HOLLY PATTERSON**

The Nassau Health Care Corporation (NHCC) shall be accepting Sealed Bid Proposals in the Offices of the Purchasing Department, "G" Building – Second Floor, located at Nassau University Medical Center, 2201 Hempstead Turnpike, East Meadow, NY 11554, **until 2:00 P.M. on Thursday May 02, 2019** at which time the proposals, where accompanied by the proper Bid Security, will be publicly opened and read aloud in the "G" Building, First Floor Conference Room.

### General Instructions to Bidders

1. Contract Documents:

**Instructions to Bidders, Proposal, Specifications and Plans herein called "Contract Documents". CD copies of the bid specifications and plans will be available for pick up from Purchasing prior to the Mandatory Walk-through on Wednesday, April 03, 2019.**

**Please call Lynn in Purchasing @ 516-572-5810 (or A.J Rego @ 516-572-6058) to make an appointment to pick up a copy of the disc with the bid specifications prior to the Mandatory Walk-Through**

2. Fees – None

3. Bidder's Conference and Mandatory Walkthrough

A **mandatory** bidder's conference and walk through will be held at **10:00 AM on April 03, 2019** to acquaint all Bidders with the areas to be under construction. All Bidders shall be required to be present in the Conference Room, Unit 12, 1AW. Enter the A. Holly Patterson Extended Care Facility by Security at the Main Entrance at the prescribed time for the above mentioned conference and walkthrough.

4. General Description

The Project consists upgrading the Emergency Power System at A. Holly Patterson Extended Care Facility with various trades required.



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### **5. General Requirements**

The Project is anticipated to be a multiple prime contract which will include a Project Labor Agreement between the Nassau Health Care Corporation and the Nassau Suffolk Building Trades Council (copy included in Contract Documents)

### **6. Security for Bid and List of Subcontractors**

Security for bid and List of Subcontractors as set forth herein must be presented with the Bid. **FAILURE TO PROVIDE THE REQUIRED SECURITY AND LIST OF SUBCONTRACTORS WILL RENDER THE BIDDER NON-RESPONSIVE AND THE BID WILL NOT BE ACCEPTED, OPENED OR READ ALOUD.**

### **7. MBE/WBE Goals**

Contractors shall seek to fully meet the goals of the Minority and Woman-Owned Business Enterprise Rules as set forth by the Nassau County Office of Minority Affairs and the provisions of Local Law 14 of 2002. Refer to Project Specifications for additional instructions.

### **8. Contact**

Lynn Tarling  
Buyer II – Purchasing Dept  
Nassau University Medical Center  
516-572-5810 phone  
516-572-4784 fax  
[ltarling@numc.edu](mailto:ltarling@numc.edu)

Andrew Mienkiewicz  
NUMC Labor Supervisor  
Nassau University Medical Center  
516-572-9201 phone

[amienkie@numc.edu](mailto:amienkie@numc.edu)



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#### **A. RECEIPT AND OPENING OF BIDS**

Nassau Health Care Corporation, also known as NuHEALTH (hereafter known as NHCC), invites bids on the formal sealed bid document attached hereto, all blanks of which must be properly completed. Bids together with Bid Security will be accepted in the office of the Purchasing Dept., Nassau University Medical Center, 2201 Hempstead Turnpike, "G" Bldg, Second Floor, East Meadow, NY 11554 until 2:00 p.m. on Thursday, May 02, 2019, at which time the proposals will be publicly opened and read aloud in the "G" Bldg, 1<sup>st</sup> Floor Conference Room.

#### **B. BIDDER'S OBLIGATIONS**

Bidders shall be responsible at the time of bidding for completing all certifications required by these Contract Documents. Failure to comply with this requirement may cause the bidder to be considered non-responsive and therefore not eligible for award.

Bidders are cautioned not to submit proposals without having carefully examined the entire site of the proposed work and the adjacent premises. Bidders shall examine the Drawings and Specifications and exercise their own judgment as to the nature and amount of the whole of the work to be done and, for the bid prices, shall assume all risk of variance by whomsoever made in any computation or statement of amounts or quantities necessary to fully complete the work in strict compliance with the Contract Documents.

The winning Bidder shall assume all risks and responsibility and shall furnish all labor and materials, without extra cost to NHCC.

NHCC may have acquired for its own use certain information relating to the probable profiles of the ground, conditions below ground and water surfaces to be encountered at the site of the proposed work some of which may be shown on the plans. If such information is shown or given, NHCC makes no representation or warranty as to its existence or accuracy. The Bidder will be permitted to see and examine any information in the possession of NHCC for whatever value he considers it worth. The Bidder shall satisfy himself as to the nature of all subsurface conditions, by making any and all investigations he may deem necessary.

No plea of ignorance or misunderstanding of conditions that exist or that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the work under this Contract, as a result of failure to make the necessary examinations and



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investigations, will be accepted as an excuse for any failure or omission on the part of a Contractor to fulfill in every detail all of the requirements of the Contract Documents, or

will be accepted as a basis for any claims whatsoever for extra compensation, or for an extension of time.

Bidders should be aware that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

Bidders should be aware that, where the work performed under this Contract involves a trade or occupation licensed in the county of Nassau or the Town of Hempstead, the Contractor shall be required to have such a license.

#### **C. DEFINITIONS**

The Bidder's attention is directed to that **Article of the Agreement and/or General Conditions** which defines various words and expressions used therein.

#### **D. FORM, PREPARATION AND PRESENTATION OF PROPOSALS**

For particulars as to the quantity and quality of the supplies, materials, and equipment to be furnished and the nature and extent of the work or labor to be done, prospective bidders are referred to the Contract Documents which may be obtained or examined at NHCC Purchasing Office.

Each bid shall be submitted via the "Pricing Page" in the Formal Sealed Bid document. All blank spaces for bid prices must be filled in, in ink, in both words and figures, with the unit or total sum, or both, for which the proposal is made. If proposals contain any omission, erasures, alterations, additions or items not called for in the itemized proposal or contain irregularities of any kind, such may constitute cause for rejection of bid. In case of any discrepancy in the unit price or amount bid for any item in the proposal, the unit price, as expressed in written words, shall govern. Each proposal shall specify the correct total sum of the bid. This total sum shall be the correct sum of all items indicated on the proposal form. The correct total sum shall be used to determine the lowest bidder. In the case of the proposal containing unit price items, the correct total sum shall



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be arrived at by the correct computation, to the hundredth of a dollar (\$0.00), of all items contained in the proposal at the unit prices bid, and correctly adding the amount bid for each item. If a bidder incorrectly computes the total sum, the Director will, in all cases, cause the proposal to be corrected, up or down, in accordance with the precedence and

procedure specified above, and the corrected total sum will be used to determine the ranking of the bidder.

In accordance with General Municipal Law 101(5), each Bidder on a public work contract, valued under One Million Five Hundred Thousand (\$1,500,000) Dollars, shall submit with its bid a separate sealed list that names each subcontractor that the Bidder intends to use to perform work on the contract, and the agreed-upon amount to be paid to each, for (1) plumbing and gas fitting, (b) steam heating, hot water heating, ventilation and air conditioning apparatus and (c) electrical wiring and standard illuminating fixtures. Notwithstanding the forgoing, all subcontractors are subject to the prior written approval of NHCC before such contractors perform any work.

#### **E. SUBMISSION OF BIDS**

The bid must be signed and be presented on the prescribed form in a sealed envelope on or before the time at the place mentioned in the Notice to Bidders, endorsed with the name of the person, firm or corporation presenting it, the date of presentation, and the title of the work for which the bid is made. (If forwarded by mail, the sealed envelope containing the proposal and marked as directed above, must be enclosed in another envelope addressed as specified in the Notice to Bidders, preferably by certified mail). Bid Security shall also be presented with the bid and shall be presented in a sealed envelope, marked "Bid Security," and submitted separate from the bid. Said sealed envelope shall bear the contract number of the bid it is presented with and then attached to the OUTSIDE of the envelope containing the bid.

#### **F. BIDDING PROTEST PROCEDURE**

If a Bid Protest is contemplated, NHCC must be notified in writing within five (5) business days of the bid opening via overnight, registered or certified mail, with return receipt requested. The notification must contain facts in support of the protest, and directed to NHCC Technical Coordinator of Purchasing and copied to NHCC Office of Legal and External Affairs.



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Douglas Bruce  
Technical Coordinator of Purchasing  
Nassau University Medical Center  
2201 Hempstead Turnpike  
East Meadow, NY 11554  
Purchasing Dept. - Box 67

Megan Ryan  
Assoc. General Counsel  
Nassau University Medical Center  
2201 Hempstead Turnpike  
East Meadow, NY 11554  
Legal Department - Box 6

## **G. ADDENDA AND INTERPRETATIONS**

No interpretation of the meaning of the Drawings, Specifications or other Contract Documents will be made to any Bidder orally. Prospective bidders must request in writing such interpretation from the Buyer and such interpretation will be given in writing. To be given consideration, such request must be received at least seven 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 which, if issued, will be sent by email, to all prospective bidders (at the respective address furnished for such purposes) not later than five (5) working days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addenda or interpretation shall not relieve any bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Document.

Additionally, on certain projects, a schedule may be set up to include a Bidder's conference, site visit, due date for submittal of questions, and due date for submittal of answers. Prospective bidders will be required to provide email and fax contact information for the facilitation of this process.

## **H. BID SECURITY**

The proposal must be accompanied either by a certified check of a Bank or Trust Company with its principal place of business in New York State in an amount equal to ten (10) % of the amount bid, made payable to NHCC as assurance that the bid is made in good faith; or a Bid Bond in an amount of ten (10) % of the amount bid. Such Bid Bond shall be in the form provided herein. The American Institute of Architects or similar substitute forms will NOT be accepted (see Form of Bid Bond immediately following the Instructions to Bidders). The Bid Bond must be affixed to the OUTSIDE of the envelope containing the Bid as indicated earlier in the "INSTRUCTIONS TO BIDDERS". Failure to provide such Bid Bond or certified check with the bid will render the Bidder non-responsive and the Bid will not be accepted, opened or read aloud.



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If after opening the Bid, the Bid Security is found to be less than the required ten (10) %, the Bid will at that point be determined to be non-responsive and the Bid will be rejected.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of which shall be attached to the Bond or issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570).

The amount of such Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.

Within ten (10) business days after the opening of bids, the bid security of all but the three lowest bidders will be returned. The bid security of the remaining bidders will be returned within five (5) business days after the execution of the Contract.

If the Bidder to whom the Contract is awarded refuses or neglects to execute it, or fails to furnish the required security and insurance, within ten (10) days of the date of the Notice of Award, the amount of his bid security shall be forfeited and shall be retained by NHCC as liquidated damages. No plea of mistake in a bid shall be available to the Bidder for the recovery of his bid security or as a defense to any action based on the neglect or refusal to execute a contract.

## **I. QUALIFICATIONS AND RESPONSIBILITY OF BIDDERS**

### **1. QUALIFICATIONS:**

A form for qualification of bidders, giving evidence of sufficient facilities, equipment, and experience to insure completion of the work is provided with the proposal and must be properly filled in, sworn to and submitted as part of the proposal although additional information may be sought as provided in the RESPONSIBILITY section below.

### **2. RESPONSIBILITY:**

NHCC, in determining the responsibility of the apparent lowest bidder, may require, and the apparent lowest bidder shall provide, such information as NHCC deems necessary in order to ascertain the pecuniary and financial responsibility, accountability, operational responsibility, reliability, skill, capacity, ability, judgment, integrity and moral worth of the apparent lowest bidder. In the event that the apparent lowest bidder shall be rejected or fails to furnish the requested information and thereby is disqualified and/or otherwise determined to be not responsible, the next lowest bidder shall become the apparent lowest bidder.





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NHCC may require the apparent lowest bidder, in addition to other information, to furnish the following items:

- a. Description of its experience with projects of similar comparative size, complexity, and cost within recent years, together with documentary evidence of such projects; demonstration of Contractor's ability and capacity to perform a substantial portion of the Project with its own forces.
- b. Description of the bidder's proposed approach to the project; with the breakdown of the major construction activities: the sequence they will be performed and their durations.
- c. Documentation from previous projects regarding: timeliness of performance, quality of work, extension requests, labor disputes, litigation and/or arbitration arising from such work, including fines and penalties imposed and payment there of, liens filed, history of claims for extra work, contract defaults, together with explanations of same.
- d. Identification and description of any projects within the previous ten (10) years that the apparent lowest bidder was determined by a municipality not to be responsible bidder, the reasons given by such municipality therefore, together with an explanation thereof.
- e. An adequate demonstration of financial responsibility, which may include, in NHCC's discretion, a Certified Financial Statement prepared by a Certified Public Accountant, to assure that the apparent lowest bidder possesses adequate resource and availability of credit and the means and ability to procure insurance and bonds required for the project.
- f. Disclosure of any suspensions or revocations of any professional license of any director, officer, owner, or managerial employee of the apparent lowest bidder, to the extent that any work to be performed is within the field of such licensed profession.
- g. Disclosure of any and all Occupational Safety and Health Act (OSHA) violations within the previous ten (10) years, as well as all notices of OSHA violations filed against the apparent lowest bidder in the same ten year period, together with a description and explanation of remediation or other steps taken regarding such violations and notices of violation.



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- h. Disclosure of any and all violations within the previous ten (10) years pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of any employee's civil rights or equal employment opportunities.
- i. Certification and list of equipment owned and/or leased by the apparent lowest bidder that will be utilized on the project, together with maintenance records and such assurances regarding safety thereof as NHCC considers appropriate.
- j. Disclosure of any litigation (including copies of Pleadings) in which the apparent lowest bidder has been named as Defendant or third party defendant in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged within the previous ten (10) years.
- k. Disclosure of violations of the Prevailing Wage and Supplement payment requirements of the Labor Law, and any other Labor Law provisions, including, but not limited to, child labor violations, failure to pay wages, or unemployment insurance tax delinquencies within the past ten (10) years.
- l. Disclosure of violations of the Workers' Compensation Law, including, but not limited to the failure to provide proof of Workers' Compensation or Disability coverage and/or any lapses thereof.
- m. Disclosure of any criminal convictions or criminal indictments, involving the apparent lowest bidder, its officers, directors, owners and/or managerial employees, within the past ten (10) years.
- n. Disclosure of any violations within the past ten (10) years or pending charges concerning federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations.
- o. Identify all work to be subcontracted along with its value and when requested by NHCC identifying the firm(s) to which the work will be subcontracted. All subcontractors are subject to the approval of NHCC. The approval of the subcontractors by NHCC, as provided in the general conditions, may be subject to the same evaluation of responsibility.
- p. Identify the percentages and/or value of the project work to be performed by Minority- and Women-Owned business using the form provided with the formal sealed bid as an attachment, known as "Nassau County Department of Public Works, Consultant/ Contractor Detailed MBE/WBE Utilization Plan".



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Prior to a final determination that the apparent lowest bidder is not responsible, NHCC shall notify the party of the same, in writing, relaying the initial determination of non-responsibility. The apparent lowest bidder will have ten (10) calendar days to make an appeal, in writing, to the Director. If such an appeal is made, the Director, will convene a Standing Committee to hear the bidder's appeal. The Committee will render a final decision in the matter. Failure by the bidder to make an appeal within the ten (10) calendar day period will render the initial determination of non-responsibility final.

In the event the amount of the lowest bid appears disproportionately low when compared with the estimates undertaken by or on behalf of NHCC and/or compared to other bids submitted, NHCC reserves the right to inquire further of the apparent lowest bidder to determine whether the bid contains mathematical errors, omissions and/or erroneous assumptions, and whether the apparent lowest bidder has the capability to perform and complete the contract for the bid amount.

**NOTWITHSTANDING THE ABOVE, NHCC RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS.**

#### **J. SECURITY FOR FAITHFUL PERFORMANCE**

The successful bidder shall execute both a Performance Bond and a Labor and Material Payment Bond on forms as hereto attached, (See "Form of Performance Bond and Form of Labor and Material Payment Bond" immediately following the section entitled "Agreement") each in the amount of one hundred percent (100%) of the contract price, to remain in effect for the duration of the contract, which includes the Maintenance/ Guarantee period. Such bonds to be executed by a surety company authorized to do business in the state of New York and acceptable to the NHCC Finance Dept., or bonds secured by bonds secured by collateral, or securities approved by the NHCC Finance Dept. The Attorney-in-Fact, who signs contract bonds, must file with such bonds a certified copy of the power of attorney to sign these bonds.

All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by either the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy which must be attached to the Bond OR issued by a Surety Company listed in the most recent copy of the Department of Treasury's Listing of Approved Sureties (Department Circular 570). The amount of said Bond shall not exceed the limits set by the aforesaid Certificate of Solvency or Treasury Department Circular.



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### **K. INSURANCE REQUIREMENTS**

The successful bidder will be required to provide the types of insurance specified in the Agreement.

### **L. REJECTION OF BIDS**

NHCC reserves the right to reject any bid if the evidence submitted in the statement of the Bidder's qualifications or if investigation of such Bidder fails to satisfy NHCC that such bidder is properly qualified to carry out the obligations of the Contract and to complete the work contemplated therein. Conditional bids will not be accepted. NHCC reserves the right to reject any and all bids and to accept the bid which it deems most favorable to the interest of NHCC, after all bids have been examined and canvassed.

### **M. BASIS OF AWARD**

The Contract will be awarded, if at all, to the lowest responsive, responsible bidder, as determined by NHCC and by terms and conditions of the Contracts.

### **N. STATE LAWS**

Foreign Contractors must comply with provisions of Articles 9a, 16 and 16a of the Tax Law, as amended, prior to submission of the proposal for the performance of the work. The Certificate of the New York State Department of Taxation and Finance (TP-310) to the effect that all taxes have been paid by the foreign Contractor shall be conclusive proof of the payment of taxes. The term "foreign Contractor" as used herein means, in the case of an individual, a person who is a legal resident of another state or foreign country; in the case of a firm or co-partnership, one having one or more partners who is a legal resident of another state or foreign country; and in the case of a corporation, one having its principal place of business in another state or country.

The attention of all prospective bidders is specifically called to the provisions of Section 25, subdivision 5, sections 70 and 71 of the Lien Law, as amended, in relation to funds being received by a Contractor for a public improvement declared to constitute trust funds in the hands of such Contractor to be applied first to the payment of certain claims.



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The Contractor and each and every subcontractor performing work at the site of the project to which the Contract relates, shall comply with all applicable provision of the Labor Law, as amended, of the State of New York and particularly Article 8 thereof. Attention is called to certain provisions of the Labor Law as set forth in the Agreement or General Conditions which are hereby referred to and made a part thereof.

The Contract is also made subject to NYS GENERAL MUNICIPAL LAW, Section 103-d and NYS LABOR LAW, Article 8 and Article 10

No Contractor, Subcontractor, nor any person acting on its behalf should in any manner, discriminate because of race, creed, color, religion, sex, national origin, age, marital status, and or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employee relates.

With reference to the foregoing and all other statutory citations contained in the bid documents, it is the Contractor's responsibility to apprise himself of the latest amendments.

Each and every provision of any law, rule or regulation required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall be amended to make such insertion.

#### **O. SALES TAX AND COMPENSATING USE TAX**

Under the Laws of New York Sate all materials and supplies sold to a Contractor and which are to become an integral, component part of a structure, building or real property owned by an exempt organization such as the Nassau Health Care Corporation are exempt from the payment of New York State Sales or Compensatory Use Taxes. Therefore, the Contractor should not include any amount in its bid price to cover Sales Taxes.

#### **P. RESPONSIBLE CONTRACTORS**

NHCC will award contracts only to responsible contractors who possess the ability to perform successfully under the terms and conditions of the Contract. Consideration will be given to such matters as contractor integrity, record of past performance, and accessibility to financial and technical resources. A prospective contractor must affirmatively demonstrate his or her responsibility and, when necessary, the responsibility of proposed subcontractors. A determination of non-responsibility will be made by



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NHCC if information obtained indicates clearly that the prospective contractor is not responsible. If NHCC has doubts about the productive capacity or financial strength of a prospective contractor which cannot be resolved affirmatively, NHCC will determine that the prospective contractor is non-responsible. A determination and findings supporting the decision will be written for the file.

A prospective contractor must:

- a. Have adequate financial resources or the ability to obtain such resources as required during performance of the contract.
- b. Be capable of furnishing the supplies/services specified in accordance with the required delivery schedule. Upon request, the prospective contractor must furnish "acceptable evidence" of his ability to perform, such as firm commitments by sub-contractors, equipment supplies and facilities, and show his ability to obtain the necessary personnel.
- c. Not have an unsatisfactory record of performance.
- d. Not have an unsatisfactory record of integrity and business ethics.
- e. Be otherwise qualified and eligible to receive an award under applicable laws and regulations.

#### **Q. DEBARRED OR INELIGIBLE BIDDERS**

No firm that is currently ineligible or debarred from the award of a direct Federal or New York State contract may be awarded a contract or a subcontract by NHCC. The contractor must include with his bid or proposal a certification that he is not on a current list of debarred or ineligible contractors for Federal or New York State contracts.

#### **R. BIDS RECEIVED IN EXCESS OF THE ESTIMATED COST OF WORK**

NHCC reserves the right to reject any bid if the unit price proposed for any item exceeds the estimated cost and is thereby deemed not in the best interest of NHCC.



NASSAU HEALTH CARE CORPORATION  
NASSAU UNIVERSITY MEDICAL CENTER  
2201 Hempstead Turnpike  
East Meadow, New York 11554  
(516) 572-0123

Comment [COMMENT1]: ATMS store  
date: 03/16/93

## FORMS OF BONDS

Attachment to NUMC Formal Sealed Bid Document # MC98-05029-5282

Comment [COMMENT2]: (line 00001:  
IGNORE: !hm;3;u - Command not  
translated.)

**GENERAL CONTRACTOR AND PLUMBING SERVICES FOR  
EMERGENCY POWER SYSTEM UPGRADE AT A. HOLLY PATTERSON**



NASSAU HEALTH CARE CORPORATION  
NASSAU UNIVERSITY MEDICAL CENTER  
2201 Hempstead Turnpike  
East Meadow, New York 11554  
(516) 572-0123  
FORM OF BID BOND

IMPORTANT The bidder shall instruct the Surety Company to follow the exact language of this form as any omission, addition or change in phraseology may cause rejection of the bid.

KNOW ALL MEN BY THESE PRESENTS,

that we, the undersigned \_\_\_\_\_

as Principal; and \_\_\_\_\_ as surety, who is Licensed to do business in the State of New York, are hereby firmly bound unto Nassau Health Care Corporation, also known as NuHEALTH (hereafter known as NHCC) in the penal sum of

\_\_\_\_\_ dollars (\$ \_\_\_\_\_ ) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

Signed, this \_\_\_\_\_ day of \_\_\_\_\_, 20

The conditions of the above obligation is such that whereas the Principal has submitted to NHCC a certain Bid attached hereto and hereby made a part hereof, to enter into a contract in writing for the work under

Contract No. \_\_\_\_\_ for the

NOW, THEREFORE, the conditions of this obligation are such that if the Principal shall not withdraw said proposal except by mutual consent of NHCC within a period of forty-five (45) days after the opening of bids and in the event of acceptance of the Principal's proposal, if the Principal shall,

- a. when notified by NHCC, execute all necessary counterparts of the contract as set forth in the contract documents in accordance with the proposal as accepted; and
- b. furnish bonds and other security as specified in the contract documents for the faithful performance and proper fulfillment of such contract, which bonds or other security shall be satisfactory in all respects to NHCC; and
- c. in all respects, comply with the provisions set forth in the invitation to bid; or if NHCC shall reject the aforesaid proposal for





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a reason other than the Principal's failure to satisfy the County that he has the necessary skill, experience and liquid assets required for the contract as stated in the documents aforesaid, then this obligation shall be null and void; otherwise to remain in full force and effect.

Provided, however, that this bond is subject to the following additional conditions and limitations.

a. In the event that the Principal fails to submit a financial statement when required by the County or in the event that an examination of the Principal indicates to NHCC that the Principal does not meet the financial requirements required by NHCC, the undersigned will, upon demand, pay to NHCC, as liquidated damages for the Principal's failure to meet such requirements, a sum equal to the amount that would have been required by a certified check if the same were delivered in accordance with the provisions of the contract documents and specifications herein stated.

b. In case the Principal shall default in the performance of any provision the undersigned will upon demand pay to NHCC the full amount of the damages sustained by NHCC by reason of such default, except however, it is expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of time within which NHCC may accept such Bid; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.



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(516) 572-0123

\_\_\_\_\_  
Contractor

by \_\_\_\_\_ (L.S.) \_\_\_\_\_ (Corporate seal of Contractor Title if a corporation)

by \_\_\_\_\_ (L.S.) Title

by \_\_\_\_\_ (L.S.) Title

\_\_\_\_\_  
Surety

by \_\_\_\_\_ (L.S.)  
Title of Officer

Attest: \_\_\_\_\_ (L.S.) \_\_\_\_\_ (Corporate seal of Surety)  
Title of Officer

(Acknowledgment by Contractor if a corporation)

STATE OF \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say for himself, that he resides in \_\_\_\_\_ that he is the \_\_\_\_\_ of the the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public



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(516) 572-0123

(Acknowledgment by Contractor if a partnership)

STATE OF \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_ to me known and known  
to me to be a member of  
the firm described in and which executed the foregoing bond or  
obligation, and he acknowledged to me that he subscribed the name of  
said firm thereto on behalf of said firm for the purpose therein  
mentioned.

\_\_\_\_\_  
Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_ to me  
known and known to me to be the person described in and who executed the  
foregoing instrument, and he duly acknowledged that he executed the  
same.

\_\_\_\_\_  
Notary Public

(Acknowledgment by Surety Company)

STATE OF \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_ to me  
Known, who being by me duly sworn, did depose and say that he resides in



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NASSAU UNIVERSITY MEDICAL CENTER  
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East Meadow, New York 11554  
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that he is the \_\_\_\_\_ of the \_\_\_\_\_, the corporation described in and which executed the within instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation, and that he signed his name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York, and the said \_\_\_\_\_ further said that he is acquainted with \_\_\_\_\_ and knows him to be the \_\_\_\_\_ of said company; that the signature of the said \_\_\_\_\_ subscribed to the within instrument is in the genuine handwriting of the said \_\_\_\_\_ and was subscribed thereto by like order of the Board of Directors, and in the presence of him, the said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public



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(516) 572-0123

Comment [COMMENT3]: (line 00226;  
IGNORE: !t=15;t - Command not  
translated.)

POWER OF ATTORNEY  
*(attach here)*

FINANCIAL STATEMENT  
*(attach here)*



NASSAU HEALTH CARE CORPORATION  
NASSAU UNIVERSITY MEDICAL CENTER  
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**CERTIFICATE OF SOLVENCY**

*(attach here)*



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 2201 Hempstead Turnpike  
 East Meadow, New York 11554  
 (516) 572-0123

PERFORMANCE BOND

FORM OF PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

that \_\_\_\_\_ (hereinafter called the "Contractor") and \_\_\_\_\_ a corporation created and existing under the laws of the State of \_\_\_\_\_, and licensed to do business in the State of New York, having its principal office in the city of \_\_\_\_\_ (hereinafter called the "Surety"), are held firmly bound unto NHCC, a municipal corporation of the State of New York (hereinafter called the "Owner"), in the full and just sum of

\_\_\_\_\_ Dollars ( \_\_\_\_\_ ) good and lawful money of the United States of America, to the payment of which said sum of money, will and truly to be made and done, the said Contractor binds themselves (himself, itself), their (his, its) heirs, executors and administrators, successors and assigns, and the said Surety binds itself, its successors and assigns jointly and severally, firmly by these presents.

Signed, sealed and dated this \_\_\_\_\_ day of \_\_\_\_\_, 20

WHEREAS, said Contractor has entered into a certain written contract, bearing even date with these premises with NHCC, for the

\_\_\_\_\_ which contract is hereby made a part of this bond as if herein set forth in full.

NOW, THEREFORE, THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH, that if the said Contractor shall well, truly and faithfully comply with and perform all the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the said Owner against, and pay any and all amounts, damages, cost and judgments which may or shall be recovered against said Owner or its officers or agents or which the said Owner may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the manner of doing the same, or the neglect of the said Contractor or his (their, its) agents or servants, or the improper performance of the said work by the said Contractor, or his (their, its) agents or servants, or the infringement of any or patent rights by



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reason of the use of any materials furnished or work done as aforesaid or otherwise, and also pay or cause to be paid the wages and compensation for labor performed and services rendered of all persons engaged in the prosecution of the work provided for therein, whether such persons be agents, servants or employees of the contractor, or his (their, its) successors or of any subcontractor or of any assignee thereof, (including all persons so engaged who perform the work of laborers or of mechanics regardless of any contractual relationship between the Contractor, or his (their, its) successors, or assigns, or any subcontractor or any assignee thereof) and such laborers or mechanics, but not including office employees not regularly stationed at the site of the work, and, further, shall pay or cause to be paid all lawful claims of subcontractors and of material men and other third persons arising out of or in connection with said Contract, and the work, labor, services, supplies and material furnished in and about the performance and completion thereof,

then this obligation shall be null and void, otherwise to remain in full force and virtue.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner to fully perform and complete the work mentioned and described in said contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, said Contractor fails or neglects to so fully perform and complete said work, and said Surety further agrees to commence said work of completion within twenty days after notice thereof from the Owner, and to complete the same within twenty days from the expiration of the time allowed said Contractor in said contract and specifications for the completion of said work. When the contractor is declared in default by the Commissioner, the Surety Company must honor default notice and immediately progress the work to completion in the same manner as though the contractor were bankrupt or had willfully defaulted.

And the Surety, for value received, for itself and its successors and assigns, hereby stipulates and agrees that the obligations of said Surety and of its successors and assigns, and this bond shall in no way be impaired or affected by any extension of time, modification, omission, addition or change in or to the said contract or the work to be performed thereunder, or by any payment thereunder before the time required therein, or by any waiver of any provision thereof, or by any assignment, subletting or other transfer thereof, or any part thereof, or of any work to be performed, or of any moneys due or to become due thereunder; and the said Surety for itself and its successors and assigns, does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontracts, and transfers, and hereby stipulates and agrees that any and all things done or omitted to be done by and in relation to the executors, administrators, successors, assignees, subcontractors and other transferee of the Contract shall have the same





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effect as to said Surety and its successors and assigns, as though done or omitted to be done by and in relation to said Contractor.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his (their, its) hand and seal and the said Surety has caused this instrument to be signed by its duly authorized officer (s) or representative (s), and its corporate seal to be hereunto affixed, the day and year first above written.

\_\_\_\_\_  
Contractor  
by \_\_\_\_\_ (L.S.) (Corporate seal of Contractor if a corporation)

by \_\_\_\_\_ (L.S.) Title

by \_\_\_\_\_ (L.S.) Title

\_\_\_\_\_  
Surety

by \_\_\_\_\_ (L.S.)  
Title of Officer

Attest: \_\_\_\_\_ (L.S.) (Corporate seal of Surety)  
Title of Officer



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East Meadow, New York 11554  
(516) 572-0123

(Acknowledgment by Contractor if a corporation)

STATE OF \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say for himself, that he resides in \_\_\_\_\_ that he is the \_\_\_\_\_ of the the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be a member of the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.

\_\_\_\_\_  
Notary Public



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2201 Hempstead Turnpike
East Meadow, New York 11654
(516) 572-0123

(Acknowledgment by Contractor if an individual.)

STATE OF \_\_\_\_\_ )

ss.:
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally
came \_\_\_\_\_ to me
known and known to me to be the person described in and who executed the
foregoing instrument, and he duly acknowledged that he executed the
same.

\_\_\_\_\_  
Notary Public

(Acknowledgment by Surety Company)

STATE OF \_\_\_\_\_ )

ss.:
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before personally came
to me
Known, who being by me duly sworn, did depose and say that he resides in
that he is the \_\_\_\_\_ of the \_\_\_\_\_,
the corporation described in and which executed the within instrument;
that he knows the seal of said corporation; that the seal affixed to
said instrument is such corporate seal; that it was so affixed by the
order of the Board of Directors of said corporation, and that he signed
his name thereto by like order; and that the liabilities of said company
do not exceed its assets as ascertained in the manner provided by the
laws of the State of New York, and the said \_\_\_\_\_ further said
that he is acquainted with \_\_\_\_\_ and knows him
to be the \_\_\_\_\_ of said company; that the signature
of the said \_\_\_\_\_ subscribed to the within instrument is
in the genuine handwriting of the said \_\_\_\_\_
and was subscribed thereto by like order of the Board of Directors, and
in the presence of him, the said \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

Comment [COMMENT4]: (line= 00469;
IGNORE: !t=1;t = Command not
translated.)



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(516) 572-0123

POWER OF ATTORNEY  
*(attach here)*

FINANCIAL STATEMENT  
*(attach here)*



NASSAU HEALTH CARE CORPORATION  
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East Meadow, New York 11554  
(516) 572-0123

**CERTIFICATE OF SOLVENCY**

*(attach here)*



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LABOR AND MATERIAL PAYMENT BOND  
 FORM OF LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

that \_\_\_\_\_ as Principal,  
 (Here insert the name and address, or legal title, of the Contractor)

\_\_\_\_\_ hereinafter called Principal, and \_\_\_\_\_,

a corporation of the State of \_\_\_\_\_, and licensed to do business in the State of New York, with its home office in

\_\_\_\_\_, as Surety, hereinafter called Surety, are held and firmly bound unto NHCC, as Obligee, here-in-after called Owner, for the use and benefit of claim-ants as herein below defined, in the amount of

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_)  
 (Here insert a sum equal to the contract price), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and as-signs, jointly and severally, firmly by these presents.

WHEREAS, Principal has by written agreement dated \_\_\_\_\_ entered into a contract with Owner for,

\_\_\_\_\_ which contract is by reference made a part hereof, and is hereafter referred to as the CONTRACT.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the CONTRACT, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a sub-contractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the CONTRACT.



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 (516) 572-0123

2. The above named Principal, and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant in the name of the Owner, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon, provided, however, that the Owner shall not be liable for the payment of any cost or expenses of any such suit.
3. No suit or action shall be commenced hereunder by any claimant.
  - a. Unless claimant shall have given written notice to the following: Principal, the Owner, and the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail, postage prepaid, in an envelope addressed to the Principal, Owner and Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.
  - b. After the expiration of one (1) year following the date on which Principal ceased work on said CONTRACT.
  - c. Other than in a court of competent jurisdiction in and for NHCC.
4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20

_____		
Contractor		(Corporate seal of Contractor Title if a corporation)
by _____	(L.S.)	
by _____	(L.S.)	Title
_____		Surety



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East Meadow, New York 11554  
(516) 572-0123

by \_\_\_\_\_ (L.S.)  
Title of Officer

(Corporate seal  
of Surety

Attest: \_\_\_\_\_ (L.S.)  
Title of Officer

(Acknowledgment by Contractor if a corporation)

STATE OF \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known, who, being by me duly sworn, did depose and say for himself, that he resides in \_\_\_\_\_ that he is the \_\_\_\_\_ of the \_\_\_\_\_ the corporation described in, and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

\_\_\_\_\_  
Notary Public

(Acknowledgment by Contractor if a partnership)

STATE OF \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_ to me known and known to me to be a member of \_\_\_\_\_ the firm described in and which executed the foregoing bond or obligation, and he acknowledged to me that he subscribed the name of said firm thereto on behalf of said firm for the purpose therein mentioned.





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(516) 572-0123

Notary Public

(Acknowledgment by Contractor if an individual.)

STATE OF \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_ to me  
known and known to me to be the person described in and who executed the  
foregoing instrument, and he duly acknowledged that he executed the  
same.

\_\_\_\_\_  
Notary Public

(Acknowledgment by Surety Company)

STATE OF \_\_\_\_\_ )

ss.:  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally  
came \_\_\_\_\_ to me  
Known, who being by me duly sworn, did depose and say that he resides in

that he is the \_\_\_\_\_ of the \_\_\_\_\_,  
the corporation described in and which executed the within instrument;  
that he knows the seal of said corporation; that the seal affixed to  
said instrument is such corporate seal; that it was so affixed by the  
order of the Board of Directors of said corporation, and that he signed  
his name thereto by like order; and that the liabilities of said company  
do not exceed its assets as ascertained in the manner provided by the  
laws of the State of New York, and the said  
further said that he is acquainted with \_\_\_\_\_  
and knows him to be the \_\_\_\_\_ of said company;  
that the signature of the said \_\_\_\_\_  
and was subscribed thereto by like order of the Board of Directors, and  
in the presence of him, the said \_\_\_\_\_

\_\_\_\_\_  
Notary Public

Comment [COMMENTS]: (line 00694;  
IGNORE: !t=15:t - Command not  
translated.)



**NASSAU HEALTH CARE CORPORATION**  
**NASSAU UNIVERSITY MEDICAL CENTER**  
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(516) 572-0123

POWER OF ATTORNEY  
*(attach here)*

FINANCIAL STATEMENT  
*(attach here)*



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NASSAU UNIVERSITY MEDICAL CENTER  
2201 Hempstead Turnpike  
East Meadow, New York 11554  
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CERTIFICATE OF SOLVENCY  
*(attach here)*



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(516) 572-0123

**BIDDER'S AFFIRMATIONS**  
**NUMC Formal Sealed Bid Proposal # MC98-05029-5282**  
**GENERAL CONTRACTOR AND PLUMBING SERVICES FOR**  
**EMERGENCY POWER SYSTEM UPGRADE AT A. HOLLY PATTERSON**

**TO: NASSAU HEALTH CARE CORPORATION**

Pursuant to and in compliance with your Advertisement for Bids and the instructions to Bidders, relating thereto, the undersigned hereby proposes to furnish all plant, labor, materials, supplies, equipment and other facilities necessary or proper for or incidental to the above Proposal as required by and in strict accordance with the plans and specification for the amount named in the proposal hereinafter described.

In making this proposal, the Bidder hereby declares that the Addenda which has been issued by the Nassau Health Care Corporation and has been received by him, that all provisions thereof have been complied with in preparing his bids.

Name of Bidder: \_\_\_\_\_  
(Individual, Firm or Corporation, as the case may be)

Bidder's Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

FAX: \_\_\_\_\_ E-Mail: \_\_\_\_\_

**NOTE: IF BIDDER IS A FIRM, FILL IN THE FOLLOWING:**

**Name Of Partners**

**Residence of Partners**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**NOTE: IF BIDDER IS A CORPORATION, FILL IN THE FOLLOWING:**

Organized under the laws of the State of: \_\_\_\_\_

Name of President: \_\_\_\_\_

President's Domicile: \_\_\_\_\_

Name of Vice President: \_\_\_\_\_

Vice President's Domicile: \_\_\_\_\_

Corporate Officer: \_\_\_\_\_ Title: \_\_\_\_\_

Corporate Officer's Domicile: \_\_\_\_\_

Corporate Officer: \_\_\_\_\_ Title: \_\_\_\_\_

Corporate Officer's Domicile: \_\_\_\_\_



NASSAU HEALTH CARE CORPORATION  
NASSAU UNIVERSITY MEDICAL CENTER  
2201 Hempstead Turnpike  
East Meadow, New York 11554  
(516) 572-0123

**BIDDER'S AFFIRMATIONS**  
**NUMC Formal Sealed Bid Proposal # MC98-05029-5282**  
**GENERAL CONTRACTOR AND PLUMBING SERVICES FOR**  
**EMERGENCY POWER SYSTEM UPGRADE AT A. HOLLY PATTERSON**

The Following Paragraphs are Applicable to the Contract:

**THE BIDDER AFFIRMS AND DECLARES:**

1. That the above bidder s of lawful age and the only one interested in the bid; and that no other person, firm or corporation, except those herein named, has any interest in this bid or in this Contract proposed to be entered into.
2. That this bid is made without any understanding, agreement, or in connection with any other person, firm or corporation, making a bid for the same work, and is in all respects, fair and without collusion or fraud.
3. That said bidder is not in arrears to the Nassau Health Care Corporation upon debt or contract, and is not a defaulter, as surety or otherwise, upon any obligation to the Nassau Health Care Corporation.
4. That no officer nor employee of the Nassau Health Care Corporation, or person whose salary is payable in whole or in part from the Nassau Health Care Corporation is, shall be, or become interested directly, or indirectly as a contracting party, partner, stockholder, surety or otherwise, in this bid, or in the performance of the contract, or in the supplies, materials, equipment and work or labor to which it relates, or in any portion of the profits thereof.
5. That he has carefully examined the site of the work and that, from his own investigations, has satisfied himself as to the nature and location of the work, the character, quality and quantity of existing materials, all difficulties likely to be encountered, the kind and extent of equipment a, other facilities needed for the performance of the work, the general and local conditions, and all other items which may, in any way, affect the work or its performance.
6. The bidder also declares that he has carefully examined and fully understands all the component parts of this Contract that he will execute the Contract and will completely perform it in strict accordance with the terms for the following process.
7. Where the work performed under this Contract involves a trade or occupation licensed in the Town of Hempstead, the County of Nassau or the State of New York, the contractor shall be required to have such a license.



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## **BIDDER'S AFFIRMATIONS**

### **NUMC Formal Sealed Bid Proposal # MC98-05029-5282** **GENERAL CONTRACTOR AND PLUMBING SERVICES FOR** **EMERGENCY POWER SYSTEM UPGRADE AT A. HOLLY PATTERSON**

Information for Bidders:

#### 1. Rejection of Bids:

A. The Technical Director of Purchasing may recommend a reject of bid if:

1. The Bidder fails to furnish any of the information required by the bid documents; or if
2. The Bidder misstates or conceals any material fact in the bid, or in the sworn written statement; or if
3. The bid does not strictly conform to law or the requirements of this contract; or if
4. The bid is conditional; or if
5. The bid on the Unit Price Contracts, in the opinion of the Technical Director of Purchasing, contains unbalanced bid prices, where the unit price proposed for any item exceeds the estimated cost by more than fifteen percent (15%), or if any lump sum item bid exceeds the estimated cost by more than twenty-five percent (25%); or if
6. A determination that the bidder is not responsible is made in accordance with law.

B. Rejection of all bids and waiver of informalities.

The Technical Director of Purchasing, however, reserves the right to recommend to reject all bids whenever he deems it in the best interest of the Nassau Health Care Corporation, and also the right to waive any informalities in a bid.

#### II. Unit Price Contract, Comparison of Bids.

Bids on Unit Price Contracts will be compared on the basis of the total bid price, arrived at by taking the sum of the Approximate Quantities of such item multiplied by the corresponding Unit Price, and including any Lump Sum Bid on individual items, in accordance with the terms set forth in the bid proposal.

Bidders are warned that the Approximate Quantities of the various items of work and material is estimated only, and given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract work may be more or less than estimated.

#### III. Lump Sum Contracts, Comparison of Bids

Bids on Lump Sum Contract will be compared on the basis of the Lump Sum Price bid adjusted for alternate prices bid, if any.



## Nassau Health Care Corporation

2201 Hempstead Tpke East Meadow NY 11554 Tel: (516)572-0123

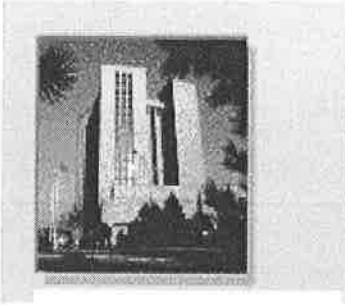
### New Procurement Law Change

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**IMPORTANT** - Please be aware that all bids are governed under the State Finance Law Sections 139-j and 139-k (collectively, the "Procurement Requirements"). The Procurement Requirements govern permissible communications between potential respondents and NHCC with respect to this solicitation during the procurement process and establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this solicitation. **All questions, comments, requests for clarification and other communications regarding this solicitation must be in writing and submitted to the individual identified as the "Buyer", or other contact if so stated within bid. Contact with any other person regarding this solicitation is prohibited by law.** All questions and requests for clarification will be responded to in writing and disseminated to all persons and organizations having expressed an interest in this solicitation. All potential Respondents are solely responsible for full compliance with the Procurement Requirements. See section within bid titled "Procurement Requirements" for complete explanation and requirements.

Thank you  
Technical Coordinator of Purchasing  
Nassau University Medical Center  
Nassau Health Care Corporation

NASSAU UNIVERSITY MEDICAL CENTER  
A HOLLY PATTERSON EXTENDED CARE FACILITY  
ELMONT HEALTH CENTER - FREEPORT - ROOSEVELT HEALTH CENTER - NEW CASSELL - WESTBURY HEALTH CENTER  
INWOOD-LAWRENCE HEALTH CENTER - HEMPSTEAD COMMUNITY HEALTH CENTER - LONG BEACH HEALTH CENTER  
The Office of Home Care. A Certified Home Health Agency



2201 Hempstead Tpke East Meadow NY 11554 Tel: (516)572-0123


TO PROSPECTIVE BIDDER:

- See Clause 42 for Mandatory Instructions – Failure to abide by these mandatory instructions may be grounds for disqualification.
- Sealed bids must be returned to the Nassau University Medical Center's **PURCHASING DEPARTMENT, "G" Bldg, 2<sup>nd</sup> Floor, BY 2:00 P.M.** by the date indicated on the bid. Any bid received after 2:00 PM will not be accepted.
- Each response should be in the envelope provided with the bid, or if obtained electronically, in an envelope of your choice. The envelope **MUST** be sealed and include the **BID NUMBER AND YOUR RETURN ADDRESS**, clearly inscribed on the outside.
- If you are responding to a bid and replying via special delivery services, (Federal Express, Express Mail, etc.) the mailing **MUST** indicate "**ATTENTION PURCHASING DEPARTMENT**", **MUST** have the **BID NUMBER** clearly marked on the outside of the package and must arrive at the **PURCHASING DEPARTMENT, "G" Bldg, 2<sup>nd</sup> Floor, BY 2:00 P.M.** We urge you to mail early to allow yourself plenty of time.
- In addition to the many Bid Clauses in this Sealed Bid the **Additional Bid Clauses that are indicated on page #4** ( the boxes will be checked off ) will also apply to this bid.
- Please pay particular attention to all pages and sign each page where requested.

Thank you  
Technical Coordinator of Purchasing  
Nassau University Medical Center  
Nassau Health Care Corporation



# FORMAL SEALED BID PROPOSAL

	<b>NASSAU HEALTH CARE CORPORATION</b>  NASSAU UNIVERSITY MEDICAL CENTER 2201 HEMPSTEAD TURNPIKE EAST MEADOW, NEW YORK 11554		<b>BID NUMBER</b> <b>MC98-05029-5282</b>
			<b>BID OPENING DATE</b>  May 02, 2019 2:00 P.M.
	<b>BUYER</b> <b>L. Tarling</b> <b>ltarling@numc.edu</b>	<b>TELEPHONE</b>  <b>516-572-5810</b>	<b>REQUISITION NUMBER</b>  <b>155447</b>

**PREPARE YOUR BID ON THIS FORM USING BLACK INK OR TYPEWRITER**

**BID TITLE: GENERAL CONTRACTOR AND PLUMBING SERVICES FOR EMERGENCY POWER SYSTEM UPGRADE AT A. HOLLY PATTERSON**

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

THE UNDERSIGNED BIDDER AFFIRMS AND DECLARES THAT HE HAS CAREFULLY EXAMINED THE ADVERTISED INVITATION FOR BIDS, THE BID TERMS AND CONDITIONS, AND DETAILED SPECIFICATIONS, AND CERTIFIES THAT THIS BID IS SIGNED WITH FULL KNOWLEDGE AND ACCEPTANCE OF ALL THE PROVISIONS THEREOF AND OFFERS AND AGREES, IF THIS BID IS ACCEPTED WITHIN SIXTY DAYS FROM THE BID OPENING DATE, TO FURNISH ANY OR ALL THE ITEMS UPON WHICH PRICES ARE HEREINAFTER QUOTED IN THE QUANTITY AND AT THE PRICES BID.

CASH DISCOUNT OF \_\_\_\_\_ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 30 DAYS  
 CASH DISCOUNT OF \_\_\_\_\_ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 60 DAYS  
 CASH DISCOUNT OF \_\_\_\_\_ PERCENT WILL BE ALLOWED FOR PROMPT PAYMENT WITHIN 90 DAYS

**IF NO DISCOUNT IS SHOWN PAYMENT TERMS WILL BE NET 90**

DELIVERY TO BE MADE TO:	NASSAU UNIVERSITY MEDICAL CENTER EAST MEADOW, NEW YORK 11554 Or if different, as specified on Purchase Order.	GUARANTEED DELIVERY DATE _____ DAYS AFTER RECEIPT OF ORDER
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This sealed bid shall be signed by an official authorized to bind the Firm. This sealed bid shall also provide the name, title, address, and telephone number of the individual(s) with authority to negotiate and contractually bind the company, and who also may be contacted during the period of contract.

**EMPLOYERS FEDERAL TAX IDENTIFICATION NUMBER**

NAME OF BIDDER _____				
ADDRESS _____				
CITY _____	STATE _____	ZIP CODE _____	TELEPHONE _____	
SIGNATURE OF AUTHORIZED INDIVIDUAL _____			PRINT OR TYPE NAME OF SIGNER AND TITLE _____	

IN EXECUTING THIS BID, THE BIDDER WARRANTS THAT THE PRICES SUBMITTED HEREIN ARE NOT HIGHER THAN THOSE OFFERED TO ANY GOVERNMENTAL OR COMMERCIAL CONSUMER FOR LIKE DELIVERIES. THE PRICES HEREIN SHOULD NOT INCLUDE ANY FEDERAL EXCISE TAXES OR SALES TAXES IMPOSED BY ANY STATE OR MUNICIPAL GOVERNMENT. SUCH TAXES, IF INCLUDED, MUST BE DEDUCTED BY THE BIDDER WHEN SUBMITTING BID. BIDDERS ARE REQUESTED TO ALSO READ THE TERMS AND CONDITIONS.

1. Bids on equipment must be standard new equipment, latest model, except as otherwise specifically stated in proposal or detailed specification. Where any party of nominal appurtenances of equipment is not described, it shall be understood that all equipment and appurtenances which are usually provided in the manufacturer's stock model shall be furnished.
2. Bids on materials and supplies must be for new items except as otherwise specifically stated in bid or detailed specification.
3. Bidder declares that the bid is made without any connection with any other Bidder, submitting a bid for the same items, and is in all respects fair and without collusion or fraud.
4. PRICES The provisions of the New York State Fair Trade Law (Fed-Crawford Act) and the federal price discrimination law (Robinson-Patman Act) do not apply to purchases made by the Nassau Health Care Corporation.
5. SURETY In the event that an award is made hereunder, The Director of Purchase, Nassau University Medical Center, (hereinafter known as the Director of Purchase) reserves the right to request successful bidders to post, within one week, security for faithful performance with the understanding that the whole or any part thereof may be used by the Nassau Health Care Corporation to supply any deficiency that may arise from any default on the part of the Bidder. Such security must meet all the requirements of the County Attorney and be approved by the Nassau Health Care Corporation Attorney.
6. SAMPLES Samples, when required, must be submitted strictly in accordance with instructions, otherwise bid may not be considered. If samples are requested subsequent to bid opening they shall be delivered within five (5) days of the request for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the Bidder desires their return; also specifying the address to which they are to be returned, provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries.
7. AWARD The Director of Purchase reserves the right before making award to make investigations as to whether or not the items, qualifications or facilities offered by the Bidder meet the requirements set forth herein and are ample and sufficient to insure the proper performance in the event of award. The Bidder must be prepared, if requested by the Director of Purchase to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production and distribution of the material on which he is bidding. Upon request of the Director of Purchase, successful bidder shall file certification from the manufacturer relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bids are not complied with or that articles or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing or facilities are not satisfactory, the Director of Purchase may reject such bids. It is distinctly understood, however, that nothing in the foregoing shall mean or imply that it is obligatory upon the Director of Purchase to make any examinations before award; and it is further understood that, if such examination is made, it in no way relieves the Bidder from fulfilling all requirements and conditions of the bid.
8. Awards will be made to the lowest responsible Bidder. Cash discounts will not be a factor in determining awards, except in tie bids. Consideration will be given to the reliability of the Bidder, the qualities of the materials, equipment or supplies to be furnished, their conformity with the specifications, the purpose for which required and the terms of delivery.
9. The Director of Purchase reserves the right to reject any and all bids in whole or in part and to waive technical defects, irregularities and omissions if in his judgment the best interests of the Nassau Health Care Corporation will be served.
10. Unless otherwise indicated herein, the Director of Purchase reserves the right to make award by items, by classes, by groups of items or as a whole.
11. DELIVERIES Upon failure of the Vendor to deliver within the time specified, or within reasonable time as interpreted by the Director of Purchase, or failure to make replacement of rejected articles, when so requested immediately or as directed by the Director of Purchase. The Director of Purchase may purchase from other sources to take the place of the item rejected or not delivered. The Director of Purchase reserves the right to authorize immediate purchase from other sources against rejections on any order when necessary. On all such purchases the Vendor agrees to promptly reimburse the Nassau Health Care Corporation for excess cost occasioned by such purchases. Should the cost be less, the Vendor shall have no claim to the difference. Such purchases will be deducted from order quantity.
12. An order may be cancelled at the Vendor's expense upon nonperformance. Failure of the Vendor to furnish additional surety within ten (10) days from date of request shall be sufficient cause for the cancellation of the order.
13. When in the determination of the Director of Purchase, the articles or equipment delivered fail to meet Nassau Health Care Corporation specifications or, if in the determination of the Director of Purchase, the Vendor consistently fails to deliver as ordered, the Director of Purchase, reserves the right to cancel the order and purchase the balance from other sources at the Vendor's expense.
14. Delivery must be made as ordered and in accordance with the bid. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the Director of Purchase, as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the Vendor.
15. The Nassau University Medical Center will not schedule any deliveries for Saturdays,

- Sundays or Legal Holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the Agency will govern.
16. Supplies shall be securely and properly packed for shipment, according to accepted commercial practice, without extra charge for packing cases, reels, bailing or sacks, the containers to remain the property of the Agency unless definitely stated otherwise in the bid.
17. The Vendor shall be responsible for delivery of supplies in good condition at point of destination. The Vendor shall file all claims with carrier for breakage, imperfections and other losses, which will be deducted from invoices. The receiving Agency will note for the benefit of Vendor when packages are not received in good condition.
18. All supplies which are customarily labeled or identified must have securely affixed thereto the original un mutilated label or marking of the manufacturer.
19. Billings for deliveries must be submitted in detail to Accounts Payable.
20. Furniture, machines, and other equipment must be delivered, installed and set in place as directed, ready for use unless otherwise specified.
21. Deliveries are subject to reweighing at destination by the Nassau Health Care Corporation and payment will be made on the basis of net weight of materials delivered. Normal shrinkage will be allowed in such instances where shrinkage is possible. Short weight shall be sufficient cause for cancellation of order at Vendor's expense.
22. GUARANTEES BY BIDDER Bidder hereby guarantees: (a) To save the Nassau Health Care Corporation, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance hereof of which the Bidder is not the Patentee, assignee or licensee, and to defend any action brought against the Nassau Health Care Corporation in the name of the Nassau Health Care Corporation and under the direction of the Nassau Health Care Corporation Attorney at the sole cost of the Bidder or in the sole option of the Director of Purchase, to pay the cost of such defense to the Nassau Health Care Corporation.  
 (b) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.  
 (c) To furnish adequate protection from damage for all work and to repair damages of any kind, for which he or his workmen are responsible, to the building or equipment, to his own work or to the work of other Vendors, or in the opinion of the Director of Purchase, to pay for the same by deductions in payments due under this contract.  
 (d) To pay for all permits, licenses and fees and give all notices and comply with all laws, ordinances, rules and regulations of the city, village or town in which the installation is to be made, and of the County of Nassau and the State of New York.  
 (e) To carry proper insurance in the opinion of the Director of Purchase, and approved by the Nassau Health Care Corporation Attorney to protect the Nassau Health Care Corporation from loss in case of accident, fire and theft.  
 (f) That he will keep himself fully informed of all municipal ordinances and regulations, state and national laws in any manner affecting the work or goods herein specified, and any extra work contracted for by him, and shall at all times observe and comply with said ordinances, laws and regulations, including all provisions of the Workmen's Compensation and Labor Laws, and shall indemnify and save harmless the Nassau Health Care Corporation from loss and liability upon any and all claims on account of any physical injury to persons, including death, or damage to property and from all costs and expenses in suits which may be brought against the same on account of such injuries irrespective of the actual cost of the same and irrespective of whether the same shall have been due to the negligence of the Bidder or his agents or the Nassau Health Care Corporation or their respective agents.  
 (g) That the items furnished shall conform to all the provisions of the bid and this warranty shall survive acceptance, or use of any material so furnished.  
 (h) That all deliveries will not be inferior to the accepted bid sample.
23. LABOR LAWS and ANTI-DISCRIMINATION Upon the vendor's acceptance hereof, the vendor agrees to comply with Article IX, Section 2C of the Constitution of the State of New York, Section 220, 220a, 220b, 220d, 220e and 230 of the Labor Law, Section 5 and 12 of the Lien Law, Article 2 of the Uniform Commercial Code, Section 108 and 109 as well as Article 18 of the General Municipal Law, Section 22-4 2 of the Nassau County Administrative Code, the provisions of the Anti-Discrimination Order of Nassau County, and the vendor shall keep himself fully informed of all additional municipal ordinances and regulations, State and National Laws in any manner affecting this order and the goods or services delivered or rendered or to be delivered or rendered thereunder, and shall at all times observe and comply with said ordinances, laws and regulations at his sole cost and expense.
24. ASSIGNMENT The contractor is hereby prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this contract or of his right, title, or interest therein, or his power to execute such contract to any other person or corporation without the previous consent in writing of the officer, board or agency awarding the contract.
25. The Nassau Health Care Corporation will not be responsible nor liable for any shipment or delivery of any materials, supplies, or equipment without its' express written instructions or valid Purchase Order.
26. No agreements, changes, modifications or alterations shall be deemed effective nor shall the same be binding upon the Nassau Health Care Corporation unless in writing and signed by the Director of Purchase, or his duly designated representative.

ALL BIDS MUST BE FOB DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED.

BIDDER SIGN HERE \_\_\_\_\_

TITLE \_\_\_\_\_

# NOTICE

## RIGHT TO KNOW LAW AND "OSHA"

**ALL BIDDERS MUST COMPLY WITH THIS REQUIREMENT OR YOUR BID WILL BE AUTOMATICALLY REJECTED.**

"PURSUANT TO ARTICLE 28, SECTION 876 OF THE LABOR LAW OF THE STATE OF NEW YORK, THE NASSAU HEALTH CARE CORPORATION HAS MANDATED EMPLOYER'S RESPONSIBILITY TO PROVIDE NOTICE TO EMPLOYEES REGARDING TOXIC SUBSTANCES. TO SATISFY THIS MANDATED REQUIREMENT, WE MUST ASK FOR YOUR COOPERATION. SOME OF THE MATERIAL ON THIS BID MAY CONTAIN TOXIC SUBSTANCES. THEREFORE, YOU MUST SUBMIT, WITH YOUR BID, "MATERIAL SAFETY DATA SHEETS" FOR ALL MATERIALS TO BE SUPPLIED PURSUANT TO THIS BID.

**FAILURE TO PROVIDE THIS INFORMATION WITH THE BID WILL RESULT IN AUTOMATIC REJECTION OF THE BID.**

**IF YOUR PRODUCT DOES NOT CONTAIN TOXIC SUBSTANCES, PLEASE SIGN THE FOLLOWING CERTIFICATION:**

**CERTIFICATION:**

I HEREBY CERTIFY THAT I HAVE READ THE NASSAU HEALTH CARE CORPORATION'S NOTICE, AND FURTHER CERTIFY THAT ITEMS NUMBERED \_\_\_\_\_ DO NOT CONTAIN ANY TOXIC SUBSTANCES.

Signature \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_



**THE UNCHECKED CLAUSES LISTED BELOW DO NOT APPLY TO THIS BID**

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> 1 - PURPOSE -P/O                         | <input type="checkbox"/> 30A - UMBRELLA LIABILITY INSURANCE POLICY  |
| <input type="checkbox"/> 2 - SCOPE - B/O                                     | <input type="checkbox"/> 30B - PRODUCT LIABILITY INSURANCE  |
| <input type="checkbox"/> 3 - PERIOD COVERED - B/O                            | <input type="checkbox"/> 30C - COMPLETED OPERATIONS INSURANCE   |
| <input checked="" type="checkbox"/> 4 - DELIVERY                             | <input type="checkbox"/> 30D - PROFESSIONAL LIABILITY INSURANCE   |
| <input checked="" type="checkbox"/> 5 - BILLING                              | <input type="checkbox"/> 30E - GENERAL LIABILITY / HOLD HARMLESS  |
| <input checked="" type="checkbox"/> 5A PARTIAL PAYMENTS ALLOWED              | <input type="checkbox"/> 31 - MANUALS / IN-SERVICE VIDEO  |
| <input type="checkbox"/> 6 -APPROXIMATE QUANTITIES                           | <input type="checkbox"/> 32 - GENERAL SERVICE/REPAIR CONDITIONS   |
| <input checked="" type="checkbox"/> 7 - ADDITIONAL BIDS                      | <input checked="" type="checkbox"/> 33 - ACCESS CLAUSE  |
| <input type="checkbox"/> 8 - FIRM PRICES - B/O                               | <input checked="" type="checkbox"/> 34 - INVOICING FOR PAYMENT  |
| <input checked="" type="checkbox"/> 8A - PRICE CHANGES, GOVERNMENT CONTRACTS | <input checked="" type="checkbox"/> 34A – TIME AND MATERIAL PAYMENT IN DETAIL   |
| <input type="checkbox"/> 9 - PRICES LISTS / CATALOGS                         | <input type="checkbox"/> 35 - ADDITIONAL ITEMS - B/O  |
| <input type="checkbox"/> 10 - SAMPLES  | <input checked="" type="checkbox"/> 36 - DEFAULT  |
| <input checked="" type="checkbox"/> 11 - SPECIFICATION                       | <input checked="" type="checkbox"/> 37 - CONFIDENTIALITY  |
| <input checked="" type="checkbox"/> 12 - EQUIVALENT BIDS                     | <input type="checkbox"/> 38 - TERMINATION PREROGATIVE - B/O   |
| <input type="checkbox"/> 13 - PRODUCT IDENTIFICATION                         | <input checked="" type="checkbox"/> 39 - LABOR LAW (SEE NYS PRC#2018010992)   |
| <input checked="" type="checkbox"/> 14 - CLAIM AGAINST "EQUAL OR BETTER"     | <input type="checkbox"/> 40 - TRADE - INS (clause #30 must be checked if this clause is checked and inspection is required) |
| <input checked="" type="checkbox"/> 15 - ALTERNATE BIDS                      | <input type="checkbox"/> 41 - TITLE TO EQUIPMENT  |
| <input checked="" type="checkbox"/> 16 - DELIVERY DATE                       | <input checked="" type="checkbox"/> 42 - GENERAL INSTRUCTIONS   |
| <input checked="" type="checkbox"/> 17 - SHIPPING CHARGES                    | <input checked="" type="checkbox"/> 43 - QUALIFICATION STATEMENT  |
| <input checked="" type="checkbox"/> 18 - BID SECURITY                        | <input type="checkbox"/> 44 - PRE BID SITE VISIT(S)   |
| <input checked="" type="checkbox"/> 19 - SURETY                              | <input checked="" type="checkbox"/> 45 – <b>MANDATORY</b> BIDDERS WALK THROUGH  |
| <input checked="" type="checkbox"/> 20 - WARRANTY                            | <input type="checkbox"/> 46 - NAMES ONLY AT BID OPENING   |
| <input type="checkbox"/> 21 - REPLACEMENT PARTS                              | <input checked="" type="checkbox"/> 47 – CONTRACTORS SPECIFIC CONDITIONS  |
| <input checked="" type="checkbox"/> 22 -NON-ASSIGNMENT                       | <input checked="" type="checkbox"/> 48 – STATEMENT OF CONFIDENTIALLY  |
| <input checked="" type="checkbox"/> 23 - AWARD                               | <input checked="" type="checkbox"/> NON-COLLUSIVE BID CERTIFICATION FORM  |
| <input checked="" type="checkbox"/> 24 - REDUCTION IN PRICES                 | <input checked="" type="checkbox"/> PROCUREMENT LAW REQUIREMENTS FORM   |
| <input checked="" type="checkbox"/> 25 - PRICE PROTECTION                    | <input type="checkbox"/> GUIDELINES-PREVENTION OF INFECTION FORM  |
| <input type="checkbox"/> 26 - EXPIRATION DATING                              | <input checked="" type="checkbox"/> CONTRACTOR ( <b>VENDOR</b> ) CERTIFICATION FORM   |
| <input checked="" type="checkbox"/> 27 - DETAILED SPECIFICATIONS             | <input checked="" type="checkbox"/> VENDOR INFORMATION FORM   |
| <input checked="" type="checkbox"/> 28 - NEW YORK STATE PRICES               | <input checked="" type="checkbox"/> REQUEST FOR TAXPAYER ID FORM  |
| <input checked="" type="checkbox"/> 29 - INSTALLATION                        | <input checked="" type="checkbox"/> RIGHT TO KNOW AND OSHA FORM   |
| <input type="checkbox"/> 30 - INSURANCE / WORKER'S COMPENSATION              |   |

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

BIDDER SIGN HERE \_\_\_\_\_ TITLE \_\_\_\_\_

**DEFINITIONS:**

- The term "County" as used herein, shall be deemed as reference to the County of Nassau, State of New York.
- The term "NUMC" as used herein, shall be deemed as reference to the Nassau University Medical Center.
- The term "AHPECF" as used herein, shall be deemed as reference to the A. Holly Patterson Extended Care Facility.
- The term "NHCC" as used herein, shall be deemed as reference to the Nassau Health Care Corporation.
- The term "Contractor" as used herein, shall be deemed as reference to the bidder, vendor, proprietor, partnership or corporation bidding in the hopes of receiving an award to perform any or all of the services specified herein in accordance with the terms of this agreement, and refers to any other party other than the NHCC.
- The term "agency" as used herein, shall be deemed as the department, division, bureau, office, agency, or other NHCC establishment authorized to received the service specified herein.
- The term "Director" as used herein, shall be deemed as reference to the Technical Coordinator of Purchase, NHCC.
- The term "Blanket Order" as used herein, shall be deemed as the multiple use Pricing Agreement as a result of this bid.
- The term "Purchase Order" as used herein, shall be deemed as the single use Pricing Agreement as a result of this bid.
- The term COMPLETE as written in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant equipment, transportation, testing (if required) incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

1.

**PURPOSE:** The purpose of this bid is to establish a price structure on which items and/or services listed herein will be purchased at once.

2.

**SCOPE:** The purpose of this bid is to establish a price basis upon which Blanket Orders may be issued for the procurement and/or service(s) by the NHCC, of the merchandise and/or service(s) specified herein. It is the intent of the NHCC to properly describe by the specifications, terms and conditions an adequate method of providing

**GENERAL CONTRACTOR AND PLUMBING SERVICES FOR  
EMERGENCY POWER SYSTEM UPGRADE AT A. HOLLY PATTERSON**

Award, if any, will be made to the lowest responsible bidder, who, in the opinion of the NHCC, meets the specifications and qualifications stated herein. The award will be in the form of a Blanket Order which, when issued and executed by the NHCC, will enable the successful bidder to perform the services specified herein for the period indicated and at the prices bid, upon the receipt of a signed Delivery Order.

3.

**PERIOD COVERED:** Shall be for **N/A** from the date of issuance. The NHCC reserves the right to extend the Blanket Order up to an additional two (2) months beyond the stated termination date.

The maximum period of any Blanket Order as a result of this bid with renewal options applied shall be the number of years as listed above, and if the further extension is applied; the number of years listed above and (2) months.

**ALL EXTENSIONS ARE SUBJECT UPON THE MUTUAL CONSENT OF BOTH PARTIES**

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The director reserves the right to cancel any Blanket Order at any time giving not less than 30 days notice that, on or after a date therein specified, the Blanket Order contract shall be deemed terminated and cancelled.

4. **DELIVERY:** Shall be made ONLY upon receipt of a Purchase Order, or in the case of a Blanket Order, upon receipt of a Delivery Order(s) from a using agency authorized to use the Blanket Order. Purchase Order (s) / Delivery Order(s) shall indicate the destination address. Inside delivery is required on all deliveries.

5. **BILLING:** Shall be made to the using agency upon deliveries made against applicable Purchase Order(s), Delivery Order(s).

5A. **PARTIAL PAYMENTS:** Partial payments will be allowed on each delivered and accepted shipment. It is at the discretion of the Nassau Health Care Corporation as to whether it is in the best interest of the Corporation to do so. The decision of the Director of Purchase or his designee will be final in this determination.

6. **APPROXIMATE QUANTITIES:** The estimated usage quantities or estimated annual dollar value, when indicated are merely estimates based on experience or anticipated usage and are given for information purposes only. The NHCC will NOT be compelled to order any amount of any respective item. Contracts, however, shall be for the quantities actually ordered by the using agency during the period specified.

7. **ADDITIONAL BIDS:** The NHCC Purchasing Department reserves the right to call for new bids, whenever, in the opinion of the Director, it is in the best interests of the NHCC to do so.

8. **FIRM PRICES:** Prices shall remain firm for a period of one (1) year from the issuance of this contract. No upward escalation or changes will be allowed.

No changes, modifications, or alterations to this contract shall be deemed effective nor shall the same be binding upon the Nassau Healthcare Corporation unless in writing and signed by the Director of Purchase, or his duly authorized representative.

*In any event, when prices to the trade are decreased, the prices of applicable items in the Blanket Order shall be decreased accordingly. It shall be incumbent on the Contractor to notify the Director immediately after it becomes effective.*

8A. **PRICE CHANGES, GOVERNMENT CONTRACTS:** Prices shall remain firm for the first year of any Blanket Order issued as a piggyback to a government or group purchasing organization contract. Thereafter, price changes to reflect those in effect for the underlining contract may be requested by the Contractor. The request for price changes should be accompanied by copies of published announcements. However, the decision to grant the request will rest solely with the Director.

9. **PRICE LIST AND CATALOG SERVICE:** The successful bidder shall furnish, upon request, price lists and catalogs to agencies authorized to use the Blanket Order which may be awarded under this bid. Photocopies will be accepted in lieu of originals. Two (2) copies of the current price list / catalog must be sent to the NHCC Purchasing Department. Failure to keep the NHCC Purchasing Department advised of price list / catalog changes may delay the processing of payments.

10. **SAMPLES:** Samples, when required, must be submitted strictly in accordance with instructions **otherwise the bid may not be considered.** If samples are requested subsequent to bid opening, they shall be delivered within five (5) business days of the request for the bid to be considered. Samples must be furnished free of charge and must be accompanied by descriptive

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memorandum invoices indicating if the bidder desires their return, also specifying the address to which they are to be returned, provided they have not been used or made useless by testing. Award samples may be held for comparison with deliveries. Samples will be returned at bidders' request and expense. For additional requirements involving samples, please see section titled "Samples" after Non Collusion Bidding Certification.

11. **SPECIFICATION:** Submit complete specifications and illustrations of products offered with the bid. Acceptance of a bid and designation of a manufacturer's catalog description, brand name or number in any Purchase or Blanket Order resulting therefrom shall not be construed as qualification of the specifications of this bid or relief therefrom, except as specifically stated in the Purchase or Blanket Order.

12. **EQUIVALENT BIDS:** Bidders may offer equipment of the same capability, but of different manufacture and/or model than that specified in this bid. The use of the manufacturer, brand name, make or catalog designation in specifying items described herein does not restrict bidders from offering equivalent bids. Such a designation is used to indicate the character, quality and performance of equivalence desired. However, acceptance of an equivalent product will be strictly at the discretion of the Director. Furthermore, proof and/or demonstration of equivalence, compatibility and performance shall be incumbent upon the bidder.

13. **PRODUCT IDENTIFICATION:** If a product is identified by a BRAND NAME, a substitute of equal quality, construction, finish, composition, size, workmanship and performance characteristics may be acceptable. In submitting a bid, each bidder warrants that the substitute product being offered is an equal. Bid sheets shall be so noted of the manufacturer's name and brand of the product offered as an equal. If as a result of an award, a delivery is made of a brand or product represented as an equal which is subsequently deemed to be unacceptable, the Contractor shall be required, at his expense, to pick up the rejected item and replace it with brand(s) listed in this bid, or an acceptable equal which will have the approval of the Director.

14. **PROTECTION FROM CLAIM AGAINST "EQUAL OR BETTER":** In the event of any claim by any unsuccessful bidder concerning or relating to the issue of "equal or better", the successful bidder agrees at his own cost and expense, to defend such claim or claims and agrees to hold the NHCC free and harmless from any and all claims for loss or damage arising out of this transaction for any reason whatsoever.

15. **ALTERNATE BIDS:** If the bidder wishes to offer an alternate to the specified item(s) they may do so, provided that they clearly indicate that the item(s) offered is an alternate and does not represent the alternate to be an equivalent and further provided they accompany the alternate offer with a full explanation and specification. Consideration of the alternate shall be at the sole discretion of the Director.

16. **DELIVERY:** Bidders are required to confirm required project delivery date in terms of days after receipt of order in the space provided below and on page one or a specified date (whichever applies). Guaranteed delivery dates will be strictly enforced. See also Specifications Section for additional requirements, if any.

**BIDDER GUARANTEES DELIVERY DATE OF:** \_\_\_\_\_  
\_\_\_\_\_  
(Initial here to show acceptance)

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17.

**SHIPPING CHARGES:** All bids must be F.O.B. Destination and include delivery within doors unless otherwise specified. The NUMC and its Divisions acknowledges that if an emergency shipment (overnight, Saturday delivery etc.) is required and requested by the using department, such shipping charges would be paid by the using department on a "Prepay Shipping Charges and Add to Invoice" basis.

18.

**BID SECURITY:** Each bidder shall submit with their bid offer at the date and time scheduled for the bid opening, a **CERTIFIED CHECK OR BID SECURITY using only the form provided in the Attachment,#3** payable to the NASSAU HEALTH CARE CORP., for **ten percent (10%) of the base Bid value (value of item #1 on pricing page)**. Upon receipt of the signed acknowledgment copy of any Purchase or Blanket Order by the Department of Purchase issued hereunder, bid security will be returned. The bid security of unsuccessful bidders will be returned after an award is made.

19.

**SURETY:** In the event an award is made hereunder, the successful bidder hereby agrees to obtain and file with the NHCC, security in the **amount of 100% of the bid, including any accepted alternates**, also in accordance with the form provided in the Attachment, to be entrusted to the NHCC as reflected in the award. Such security shall guarantee the faithful performance of the contract, if required by the Director or his designee, with the understanding that the whole or any part thereof may be used by the NHCC to supply any deficiency that may arise as a result of default of the Contractor.

20.

**WARRANTY:** The successful bidder warrants the equipment furnished and all associated equipment against any defects in design, workmanship and materials against failure to operate satisfactorily for one (1) year from the date of acceptance by the using department and/or agency of the equipment, other than defects or failure shown by the Contractor that have arisen solely from accident or abuse occurring after delivery to the NHCC agency. Contractor agrees to replace any parts, which in the opinion of the user, shall fail from the above reasons.

**IMPORTANT NOTES:** *If a company policy or trade practice requires a different warranty period, the bidder may so state without fear of disqualification. However, the bidder is cautioned that the length of warranty may, in some cases, be a deciding factor in making an award.*

*Equipment furnished hereunder shall meet the standards set forth in the Occupational Safety and Health Act of 1970.*

21.

**REPLACEMENT PARTS:** The requirements specified herein represent, for the most part, replacement and/or repair components to existing and presently owned equipment, and must match and inter-member without modification with the equipment and systems indicated.

22.

**NON-ASSIGNMENT:** In accordance with Section 138 of the State Finance Law, the contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the NHCC and any attempts to assign the contract without the NHCC's written consent are null and void.

23.

**AWARD:** The Director reserves the right to make an award on an individual line item basis, by groups of items or as a whole, or NOT AT ALL, whichever the Director deems to be in the best interest of the NHCC.

**IMPORTANT NOTE:** *Any Blanket Order initiated from this bid shall be non-exclusive and the **NHCC SHALL NOT BE BOUND TO PURCHASE**, and no items are to be delivered without a Delivery Order. The NHCC shall be under **NO OBLIGATION** to issue such Delivery Order(s). Furthermore, any Blanket Order initiated from this bid shall be available for use by any authorized NHCC Division.*

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24. **REDUCTION IN PRICES:** If an award is made, the Contractor agrees, should prices be reduced to the general trade during the requirement period, the NHCC shall receive the benefit of such reduction immediately upon effect. It shall be incumbent upon the Contractor to notify the NHCC of such price reductions.

25. **PRICE PROTECTION:** Bidders are required to state period of price protection (in terms of days) in addition to the sixty (60) days required (as stated on page one) after bid opening.

**STATE PRICE PROTECTION PERIOD: \_\_\_\_\_ DAYS AFTER BID OPENING**

26. **EXPIRATION DATING:** All products shipped must have a minimum of a six (6) month expiration date from the date of delivery to the using agency. For products that have less than a six (6) month expiration date from time of manufacture, the longest possible expiration date must be supplied to the using agency.

27. **DETAILED SPECIFICATIONS:** Proposals submitted hereunder shall be in accordance with detailed specifications set forth in this bid, the contract documents, or, as an attachment and made part hereof. The contract documents are complementary, and what is called for by any one shall be binding as if called for by all.

Any and all work shown on drawings, which is not referred to in the specifications, and any and all work covered in the specifications which is not shown on the drawings, shall be included by the Contractors as part of their contracts, the same as work that is both shown on the drawings and covered in the specifications.

The intent of the documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the complete finished work.

No oral statement of any person shall be allowed in any manner or degree to modify or otherwise affect the terms of the contract.

Contract Documents shall include the Notice to Bidders, Instructions to Bidders, Sealed Bid Terms and Conditions, Technical Specification, Specifications, Special Conditions, New York State Wage Scales, Architect and engineering Specifications, Bid Bond, Agreements, Drawings, including all modifications thereof properly incorporated therein by reference or otherwise. These constitute the Contract Documents and are collectively referred to as the Contract.

The term "Drawings" wherever referred to the Contract Documents shall include, in addition to those listed in the documents, such additional scale and full sized detail drawings as will be furnished by or through the architects, to amplify the drawings listed.

Should any question or disagreement arise concerning the meaning of drawings or specifications, such questions or disagreement shall be settled by the Director, whose decision, in writing, shall be final.

If there are any terms, clauses, specifications, and/or conditions in any of the attached documents or those submitted by bidders, that are in conflict with those found in this Formal Sealed Bid Proposal, then it will be the terms and conditions of this Formal Sealed Bid that shall apply.

***IMPORTANT NOTE:*** Such specifications are representative of the type of items(s) required. The Director reserves the right to accept item(s) with different specifications or methodologies if in his opinion, the item(s) offered can satisfy the needs of the using department(s). Furthermore, any alternate item(s) offered can be rejected if they fail to meet the specifications of the item(s) specified in this bid.

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28. **NEW YORK STATE PRICES:** Bidders must represent and warrant that if they are under contract with New York State for items specified herein, that the price per unit quoted to the NHCC therefore is not higher than the price per unit quoted to New York State for like quantities.

29. **INSTALLATION:** Bid pricing shall include installation of item(s) ordered which includes uncrating, setting in place in existing facilities as provided by the using agency and made ready for use. Installation shall be under warranty for a period of ninety (90) days for parts, labor, travel, and incidental costs, exclusive of equipment guarantee specified elsewhere herein.

30. **INSURANCE AND WORKERS COMPENSATION:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Comprehensive and General Liability Insurance naming Contractor as an insured, and naming NHCC, the Architect, and the Construction Manager as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of one million dollars (\$1,000,000.00), a General Aggregate of two million dollars (\$2,000,000) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

30A. **UMBRELLA LIABILITY INSURANCE POLICY:** In addition, it shall be the awarded vendors responsibility to secure, at his own cost and expense, Umbrella Insurance Policy for Comprehensive and General Liability Insurance naming Contractor as an insured, and naming NHCC, the Architect, and the Construction Manager as an additional insured, including but not limited to the torts and negligence of Contractor's personnel, with a combined minimum single limit of five million dollars (\$5,000,000.00) for bodily injury and property damage for any one occurrence.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

30B. **PRODUCT LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy of Product Liability Insurance, including foreign objects, with combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, at the Contractor's sole cost and expense, and shall furnish a certificate showing evidence of current coverage.

30C. **COMPLETED OPERATIONS INSURANCE** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force for the term of the contract PLUS an additional three (3) years after the expiration of the contract.

30D. **PROFESSIONAL LIABILITY INSURANCE:** The successful bidder agrees to obtain from an insurance company, authorized to do business in the State of New York, and keep in force during the term of an agreement, a policy for Professional Liability Insurance with a combined minimum single limit of one million dollars (\$1,000,000.00) for each occurrence, and one million dollars (\$1,000,000.00) for personal injury for each occurrence.

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30E.

**COMPREHENSIVE AND GENERAL LIABILITY AND HOLD HARMLESS:** Contractor agrees to indemnify and hold harmless NHCC, the Architect, the Construction Manager, its agents, officers and employees against any and all claims, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at NHCC demand, defend at its own risk and expense any and all suits, actions or legal proceeding which may be brought or instituted against NHCC, the Architect, the Construction Manager, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against NHCC, the Architect, the Construction manager, its agents, officers, or employees in any such suit, action, or legal proceeding.

The Contractor shall obtain from an insurance company authorized to do business in the State of New York, and keep in force during the term of any agreement, a policy of Comprehensive and General Liability Insurance naming the Contractor as an insured, and naming NHCC, the Architect, and the Construction Manager as an additional insured, including, but not limited, to the torts and negligence of Contractor's personnel, with a combined single minimum limit of one million dollars (\$1,000,000.00) for bodily injury and property damage for any one occurrence at the Contractor's sole cost and expense.

The Contractor shall comply with all provisions of the Workers' Compensation Law and shall furnish a certificate showing evidence of current coverage.

*Bidder shall list below the Insurance Company(s) holding the following documents:*

A) *Certificate of Insurance naming the NHCC as co-insured:* \_\_\_\_\_

*or*

B) *Certificate of Insurance with indemnification agreement (hold harmless clause):* \_\_\_\_\_

**ALL INSURANCE COVERAGE AS STIPULATED HEREIN ( paragraphs 30, 30A, 30B, 30C and/or any other insurance clause attached to and made part hereof) shall be subject to the approval of NHCC.**

*Failure to comply with the above requirement(s) shall be deemed by the NHCC to be a substantial violation of the terms and shall constitute cause for the cancellation of an agreement.*

*All insurance coverage, as stipulated herein, should be sent to the Purchasing Department, NHCC.*

31.

**MANUALS / IN-SERVICE VIDEO:** Bid prices shall include two (2) each **OPERATING MANUALS** and two (2) each **SERVICE MANUALS** for **EACH** model number ordered. Service manuals should include specifications, circuit description, maintenance procedures, parts list and schematics. Also, bid price shall include, if available, an **IN-SERVICE VIDEO** for **EACH** model number ordered.

32.

**GENERAL SERVICE/ REPAIR CONDITIONS:**

- All repairs to be made in accordance with "OSHA" safety requirements.
- Contractor will furnish all labor, materials, transportation, tools, instrumentation, parts and accessories necessary to repair and restore the equipment to optimum operating condition.
- All Contractor personnel assigned to any requirement of a contract established must be fully qualified and cognizant of the required and applicable electrical codes and safety requirements, and must adhere to them.
- All parts supplied must match and inter-member without modification to the designated equipment, and must be in accordance with the specifications of the manufacturer of the part to be replaced.
- Except as otherwise specified, all contract requirements will be performed at the site as required.
- Any requirement to remove any part of the equipment of system(s), to Contractor's shop, must be approved by an authorized agency representative. NHCC shall supply all utilities which are available on location insofar as compatibility requirements permit.
- All requirements performed by the Contractor will be subject to inspection and approval by an authorized designated representative of the NHCC.
- Employees of the Contractor while on service call shall carry identification badge or cards and shall be instructed to submit same to scrutiny upon request by security or supervisory personnel of NHCC.

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33.  
**ACCESS CLAUSE:** Contractor, including its satellites, offices and/or Subcontractors, if any, shall maintain full and complete books and records of accounts pertaining to this agreement, in accordance with accepted accounting practices and such other records as may be reasonably prescribed by the NHCC. Such books and records shall at all times be available for audit and inspection by the NHCC, or its duly designated representative. All such books and records shall be retained for a period of six (6) years after the completion of all the services described in this agreement. Contractor further agrees that if any provision of Section 952 of the Omnibus Reconciliation Act of 1980 (PL-96-499) is found by a body of competent jurisdiction to be applicable to this contract, the Contractor agrees that it will make available upon written request by the Secretary of Health AND Human Services, or the Comptroller General of the General Accounting Office, or any of their duly authorized representatives, a copy of this contract and any executed amendments thereto documents which relate to the calculation of the charges stated in the contract and copies of service reports documenting services performed. Such records will be available in accordance with the above for the period of six (6) years after the furnishing of any of the services described in this contract.

34.  
**INVOICING FOR PAYMENT:** Submit invoices, in full detail listing: Description of product and/or services, quantity, unit prices, purchase or delivery order number, vendor ID number which should be comparable to that listed on purchase order or delivery order, date of delivery, proof of delivery, remit to address, (if different from mailing address) and any further requirements if so listed in the specifications. All invoices shall be submitted in arrears directly to the NUMC or using agency to **ATTENTION: ACCOUNTS PAYABLE.**

34A.  
**TIME AND MATERIAL PAYMENT IN DETAIL:** Billing shall be rendered in detail, listing all parts and all materials used and all their individual prices. Labor must be shown in number of hours being billed and extended rates per hour.

35.  
**ADDITIONAL ITEMS:** Of similar manufacture or additional services related to the specifications and requirements stated herein may be added by amendment to the Blanket Order provided that such items or services do not or are not expected to exceed the statutory limit of \$19,999.99 in any contract period.

36.  
**DEFAULT:** The Contractor agrees that in the event any of the services provided for under the terms of this contract should in any way be omitted or unsatisfactorily performed by the Contractor and/or his employees, the NHCC shall so notify the Contractor verbally and follow with a written notification of the deficient services for immediate correction. In the event the Contractor does not correct the deficient services after receipt of written notification, the NHCC department concerned will deduct a percentage based on the work not performed or performed unsatisfactorily from the Contractor's claim for the period covered. If the Contractor continues to omit or unsatisfactorily perform the required services, the NHCC will arrange for the work to be done by another Contractor and the cost of such work shall be deducted from any monies due or that may become due to the Contractor.

37.  
**CONFIDENTIALITY:** The Contractor agrees to safeguard the confidentiality of medical records, and/or information, including but not limited to HIV related information, relating to the care and treatment of NHCC patients, that may be obtained by Contractor in the performance of its duties hereunder, consistent with applicable Joint Commission accreditation policies, and shall maintain the confidentiality of all such records and information, in conformity with the confidentiality requirements of the New York State Public Health Law and the regulations promulgated there-under, including Section 2782 and 2805-g of the Public Health Law, and 10 NYCRR 415.22, 730.10 and Parts 24 and 63, or as same may be from time to time amended.

The Contractor further agrees to require each of its employees, partners, independent Contractors, agents, representatives, servants, guests, patrons, and/or invitees assigned to the performance of duties pursuant to this agreement, to observe said requirements.

Any breach of confidentiality by the Contractor, its employees, partners, independent Contractors, agents representatives, servants, guests, patrons, and/or invitees of Contractor shall be cause for the immediate termination of this agreement.

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It is further agreed to and stipulated by the parties hereto, that the provisions of this paragraph shall survive this agreement and the Contractor agrees to remain bound by the terms of said paragraph for as long as the records and/or information developed hereunder exists.

38.

**TERMINATION PREROGATIVE:**

The Director reserves the right to cancel the Blanket Order or Purchase Order issued via the award of this sealed bid, in whole or in part without reason provided that the contractor is given at least thirty (30) days written notice that, on or after a date therein specified, the contract shall be deemed terminated and canceled. This provision should not be understood as waiving the Nassau Health Care Corporation's right to terminate the contract for cause or stop work immediately for unsatisfactory work, but is supplemental to that provision.

39.

**LABOR LAW:**

Any Purchase or Blanket Order awarded as a result of this bid is subject to the provisions of the New York State Labor Law and the Contractor will be required to pay the prevailing wage rate as published by the New York State Department of Labor. An updated New York State Schedule of Prevailing Hourly Wage Rates for this contract has been applied for and should be attached. If the updated schedule has not been received at the time of this bid, they will be attached and made part of this bid prior to the execution of a contract. Until the revised Wage Rate Schedules are made part of this bid, the Prevailing Wage Rates apply.

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its Subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its Subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

The Contractor and each Subcontractor shall furnish to the NHCC, with every application for payment, a certified copy of his payroll and also any other information required by the NHCC to satisfy the provisions of the New York State Labor Law as to the hours of employment and rates of wages are being observed.

Every Contractor on a Public Works Contract to which NHCC is party shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent contractors and Subcontractors, submit a transcript of its original payroll record for all work performed by the Contractor to the **Planning Department of the NHCC, 2201 Hempstead Turnpike, East Meadow, NY 11554**, within thirty (30) days after the issuance of its first payroll, and every thirty (30) days thereafter. Submissions shall be in such a form as to comply with Section 220 of the New York State Labor Law.

**SEE NEW YORK STATE DEPT OF LABOR PREVAILING WAGE PRC# 2018010992.**

40.

**TRADE - INS:** As a condition of this bid, Contractor must accept trade-in of the items listed as "trade-ins" in the specifications, as attached and made part of this bid. An arrangement for the inspection of the listed trade-ins can be made by contacting:

at (516)

The successful bidder shall be responsible for the decontamination; as required by Federal Law, preparation, packaging, and shipment of trade-in equipment to the Contractor's facility.

41.

**TITLE TO EQUIPMENT:**

Title to equipment shall remain with awarded Contractor at all times and will not pass to the NHCC, its Divisions or any other authorized agency.

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42.

**GENERAL INSTRUCTIONS:**

**\*\*\*\*\* Mandatory Instructions \*\*\*\*\***

**Failure to abide by these instructions may be grounds for disqualification**

- ✓ Bidders must insert **FEDERAL IDENTIFICATION NUMBER** in space provided on page one of this bid and it is mandatory that an authorized company representative (Proprietor, Partner or Officer) sign the Sealed Bid.
- ✓ Late Formal Sealed Bids will **NOT** be accepted. Bidders are urged to mail bids early to assure delivery on time. Bids must be received by 2:00 P.M. on the bid opening date.
- ✓ Bidders agree to adhere to all applicable standards of the Joint Commission on Accreditation of Healthcare Organizations

Prices **MUST** be inserted with **TYPEWRITER OR INK.**

- ✓ Entries with **WHITE-OUT, CROSS-OUTS OR LIFT-OFF TAPE MUST BE INITIALED** or that entry will be disqualified.
- ✓ Bidders shall submit one (1) original bid document and one (1) confirmed copy, and all applicable original attachments as furnished by the Purchasing Department of NHCC, and retain one (1) copy of bid and all applicable attachments. No changes to any original bid documents will be allowed, whether through photocopying, scanning, or electronic duplication of any other method.
- ✓ Signature must be in ink and **must be original**. Absolutely no rubber stamped signatures, photocopied signatures, or electronically applied signatures will be accepted.

**Additional Signatures Required**

- ✓ In addition to the signatures on the front page, at the bottom of each page and other areas as required, the following signatures **are required and are mandatory.**
  - OSHA Right to Know requirements must be filled out and signed
  - Statement of Confidentiality
  - Site Visit Requirement if Clause 44 or 45 boxes are checked off on Page 4
  - Non-Collusive Bidding Certifications
  - Procurement Law Requirements
  - Guidelines for the Prevention of Nosocomial Infection for any construction project
  - New York State Dept. of Taxation and Finance Contractor Certification Form (ST-220) This form requires two signatures – one by a corporate official and one by a Notary Public Signature and stamp

**\*\*\*\*\* End of Mandatory Instructions \*\*\*\*\***

**Other Terms Of This Sealed Bid**

- ✓ As per New York State Law, no exception can be taken to any material term and/or condition of this bid with the exception of any warranties or the specifications as presented in this bid (starting on Specifications Page) for the specific commodity or service required.
- ✓ Bidders may take exception to the Equipment and/or Product specifications of the bid only under a separate cover letter to be attached to this bid, indicating the specific bid page, paragraph and the exceptions(s). In any event, the decision of the Director will be final.
- ✓ Any language in any proposal or document submitted by a bidder as part of their bid that is accepted by the NHCC cannot be in conflict with any material term and/or condition relevant to this bid with the exception of any

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warranties or the specifications of the commodity or service required by this bid. If there is any conflict between the bidder's terms and conditions and the terms and conditions of this bid, the terms and conditions of this bid shall govern.

- ✓ Bidders agree that all, Delivery Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Blanket Order prior to midnight of the final day of the contract.
- ✓ Bidders agree that all, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail, addressed to the Contractor at the address shown on the Purchase Order.
- ✓ Specific inquiries concerning the specifications of this sealed bid shall be submitted, in writing, to the buyer identified on page one (1) prior to the bid opening. Although questions will be permitted, and are encouraged, answers may be deferred and included in a bid addendum, and issued to all participating parties if such questions are pertinent to the scope of the purchase.

**Miscellaneous Instructions for this Sealed Bid**

- ✓ **ABSOLUTELY NO MINIMUM ORDERS** shall be applied to this bid.
- ✓ Please pay particular attention to all pages and sign each page where requested.
- ✓ Bidders should submit bid with unit price in the appropriate column on bid pages or forms attached hereto. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
- ✓ Bidders **MUST** state manufacturer's name and catalog number of each item bid.
- ✓ Inside (receiving dock) delivery is required on all orders.
- ✓ Any manufacturer offering prices for equipment or supplies (disposables) **MUST** agree to sell parts and/or service for their equipment currently owned or leased by the NHCC, or acquired as a result of this bid, directly to the designated **NHCC Biomedical Service Provider**. This provision applies even if this bid is for supplies only.
- ✓ When applicable, the Contractor shall submit documentation to the NHCC Planning Division, prior to delivery, indicating a "Class A fire rating and New York State Department of State Compliance Numbers, in accordance with NAPPA 101 and New York State Fire Prevention Code, part 772 (NYS DOS number)". Products delivered without prior approved certification will be rejected and the Contractor shall be responsible for all costs associated with their return.
- ✓ Bids are hereby solicited for the services specified herein which are to be performed at the locations indicated, and in strict accordance with all specifications, terms and conditions attached hereto and made part hereof.
- ✓ Bid document must be signed by proprietor, partner or corporate officer.

**State and Local Tax Information**

Purchases by the NHCC are not subject to State or Local Sales Tax or Federal Excise Taxes.

Federal Exemption Number: **A-109538**                      State Exemption Number: **113465690**

**Indemnity Clause**

Contractor agrees to indemnify and hold harmless NHCC, the Architect, the Construction Manager, its agents, officers and employees against any and all claims, demands, causes of action, costs, and liabilities, in law or in equity, of every kind and nature whatsoever, directly or proximately resulting from, arising out of or caused by Contractor's activities pursuant to this agreement or from any act of omission or commission of Contractor, its officers, agents, or employees. Contractor shall, at NHCC's demand, defend at its own risk and expense any and all suits, actions or legal proceeding which may be brought or instituted against NHCC, the Architect, the Construction Manager, its agents, officers, or employees on any such claim, demand or cause of action, and Contractor shall pay and satisfy any judgment or decree which may be rendered against NHCC, the Architect, the Construction Manager, its agents, officers or employees in any such suit, action or other legal proceeding.

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BIDDER SIGN HERE \_\_\_\_\_

TITLE \_\_\_\_\_

43.

**QUALIFICATION STATEMENT:**

Qualification statement must be completed and submitted with bid. It is located as a separate form further on in the bid.

44.

**PRE BID SITE VISITS:**

The prospective supplier, when bidding, represents and warrants that he has visited and knows the site(s) or premise(s) upon which the work, as described in these bid specifications, is to be performed hereunder and that he has informed himself of all existing conditions affecting the work and as to the work of others coming in conjunction with his work. Failure of the bidder to thoroughly acquaint himself with the site and local conditions shall not relieve him of his responsibility, and shall not entitle him to any claim for extras. Site Visit Requirement form must be completed. It is located as a separate form further on in the bid.

45.

**BIDDERS PRE BID CONFERENCE AND WALK THROUGH:**

A one-time only **MANDATORY** bidders' conference will be held on **Wednesday April 03, 2019 @ 10AM-12Noon @ AHP Conference Room, Unit 12, 1AW** at A. Holly Patterson Extended Care Facility, 975 Jerusalem Ave, Uniondale, New York, 11554. A comprehensive review of the work area will be presented immediately following the bidders' conference with the appropriate facility representatives to acquaint all bidders with the areas to be under construction. **All bidders shall be required to be present.** A sign in sheet will be provided and will become part of the bid. If any bidder's signature is omitted from the sheet his bid may be disqualified. **ALL bidders are REQUIRED to attend the conference and complete the entire walk through if they intend to bid on this project.**

Please notify the buyer listed on page one of this bid within one week prior to the scheduled date that you will attend. Specific inquiries concerning the specifications of this sealed bid shall be submitted in writing to the buyer identified on page one (1) prior to the conference so they can be answered at the conference. It is at this time that any questions regarding the specifications of the sealed bid may be directed to the facility representatives for clarification. Although questions will be permitted, and are encouraged, at the conference, all requests for information are to be submitted in writing to the buyer, with written responses provided by the Owner, and issued to all participating parties.

46.

**NAMES ONLY AT BID OPENING:**

At the bid opening, **ONLY** the names will be read. Unit prices will **NOT** be read, but will be available when bid summary sheet is prepared.

47.

**CONTRACTORS SPECIFIC CONDITIONS:** (All boxes that are checked in this section apply to this bid)

The work to be performed under the contract and in accordance with the contract documents consists of performing, installing, furnishing and supplying of all materials, equipment, labor and incidentals necessary or convenient for the **COMPLETE** operation at the NHCC facility specified in this contract, and the carrying out of all duties and obligations imposed upon the Contractor by the contract documents.

The general features of the work include but are not limited to the following:

- Perform all removal and demolition as required.
- Patching of all walls, floors ceiling, and roofs as required by the demolition work and the new equipment installation.
- Provide protection for existing conditions and operations during the work.
  - Install chase enclosure for electrical conduit passing through floor, and removal and replacement of affected ceiling tile and sealing of floor penetrations as required.
- Engineering Drawings: The Contractor shall be responsible for providing shop drawings and wiring diagrams for approval by the NHCC prior to the start of the work.

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Provide Fire Underwriters approval for all electrical work. Final payment will not be made until this document is turned over to the Director of Medical Electronics, NHCC.

Work not included:

Removal of identified asbestos containing material shall be performed by NHCC before the start of the work. Any asbestos encountered during the course of the construction shall be immediately reported to the NHCC Fire Safety Department at (516) 572-3138. All work shall immediately desist until asbestos containing material is cleaned up by the NHCC.

Project Meetings:

Prior to the start of the work, vendor shall be required to attend a "Project Kick-Off Meeting" at which time the Contractor shall be informed of safety, fire safety and security regulations that will be required by the NHCC.

The Contractor shall provide shop drawings and wiring diagrams indicating all aspects of the work. No work shall begin until all shop drawings and wiring diagrams are approved in writing by the NHCC Administration.

All Contractors' employees are required to wear hospital ID badges and must sign in and out each day in the area designated by NHCC Administration.

The Contractor shall provide the NHCC Administration with "As-built" drawings representing exactly how the work was installed. The drawings shall include, but are not limited to, all HVAC, plumbing, and electrical work required to install the equipment as specified in this contract.

The Contractor shall supply all labor, materials, services, insurance, permits, and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local Regulations. The most recent edition of any relevant Regulation, Standard, Document or Code shall be in effect. Where conflicts among the requirements or with these specifications exists, the most stringent requirements shall apply.

Any schedule for shipment of equipment as a result of this bid MUST be approved in advance by a representative of the NHCC.

Specify number of days A.R.O. that the installation will be completed : **See Bid Specifications**

Prices submitted in this bid must include all equipment, delivery and installation of same in its entirety, as listed in the contract documents, and is to include all supervision, labor, materials, plant, equipment, transportation, incidentals, and other facilities as necessary and/or required to execute all the work as herein specified, or as incidentally required to provide a complete operating installation.

If there are any terms and/or conditions in the attached "Project Manual" that are in conflict with terms and/or conditions in the Formal Sealed Bid Proposal, then it will be the terms and conditions of this Formal Sealed Bid that shall apply .

Addition to this bid – Scope Riders and Attachments dated

Addition to this bid – Nassau Health Care Corporation Quality and Construction Plan

Addition to this bid – Nassau Health Care Corporation Project Closeout Procedures

Addition to this bid –Project Safety Plan

**Retainage** – Based upon applications for payment submitted to the Nassau Health Care Corporation, the owner shall make progress payments to the contractor and take that portion of the contract sum properly allocated to completed work as determined by multiplying the percentage completion of each portion of the work by the share of the total contract sum allocated to that portion of the work in the schedule of values, less retainage of 5%.

**FREEDOM OF INFORMATION LAW:**

During the evaluation process, the content of each bid/proposal will be held in confidence and details of any bid/proposal will not be revealed (except as may be required under the Freedom of Information Law or other State law). The Freedom of Information Law provides for an exemption from disclosure for trade secrets or information the disclosure of which would cause

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injury to the competitive position of commercial enterprises. This exception would be effective both during and after the evaluation process. Should you feel your firm's bid/proposal contains any such trade secrets or other confidential or proprietary information, you must submit a request to exempt such information from disclosure. Such request must be in writing, must state the reasons why the information should be excepted from disclosure and must be provided at the time of submission of the subject information. Requests for exemption of the entire contents of a bid/proposal from disclosure have generally not been found to be meritorious and are discouraged. Kindly limit any requests for exemption of information from disclosure to bona fide trade secrets or specific information, the disclosure of which would cause a substantial injury to the competitive position of your firm. NHCC assumes no responsibility for disclosure of unmarked data for any purpose. Nassau Healthcare Corporation will review such designations in making its determination whether disclosure is required, which determination shall be binding on the bidder.

**HIPAA – Business Associate Agreement:**

If this bid requires a Business Associate Agreement as stipulated by Federal HIPPA laws, then, as a condition of this bid, and before the award can be considered complete, the awarded bidder will be required to sign a Business Associate Agreement to fulfill the HIPPA requirements. This must be done after the award is made and prior to a contract being issued. Failure to do so will be cause for disqualification.

**AFFIRMATIVE ACTION**

It is the policy of NHCC to comply with all federal, state and local laws, policies, orders, rules and regulations which prohibit unlawful discrimination because of race, creed, color, national origin, sex, sexual orientation, age, disability or marital status, and to take affirmative action in working with contracting parties to ensure that Minority and Women-owned Business Enterprises (M/WBEs), Minority Group Members and women share in the economic opportunities generated by NHCC's participation in projects or initiative, and/or use of NHCC funds. NHCC's non-discrimination and affirmative action policy will apply to this initiative. M/WBEs are encouraged to respond. A copy of each respondent's equal employment opportunity policy statement and staffing plan of the anticipated workforce shall be included as part of the response to this RFP. New York State's Division of Minority - and Women-owned Business Development (MWBD) helps the state's minority and women's business community to access all the services offered by Empire State Development (ESD). This link will provide you with a searchable database of Minority and Women Owned Businesses in New York State. Paste this link into your browser - <http://205.232.252.35/>

**CODE OF CONDUCT**

Nassau Health Corporation insists that all of its vendors, contractors, consultants, and other agents adhere to the Corporation's compliance program, which includes a Code of Conduct. The Corporation expects all such entities to become familiar with and to comply strictly with the Corporation's Code of Conduct as a condition of doing business with NHCC. The Corporation strongly encourages any NHCC vendor, contractor, consultant, or agent who reasonably suspects or is aware of any wrongdoing by anyone at or on behalf of the Corporation to report such information to the NHCC Chief Compliance Officer or to call the NHCC No-Caller ID Helpline (572-5800)."

**GOVERNING LAW**

This Sealed Bid shall be construed in accordance with and governed by the laws of the State of New York, without regard to conflicts of law principles. All actions or proceedings relating, directly or indirectly, to this Sealed Bid shall be litigated only in courts located within Nassau County or in the United States District Court for the Eastern District of New York. Each Firm (by virtue of the submission of its proposal), submits itself, its successors and/or assigns (if any) to the personal jurisdiction of such court, and waives any right to trial by jury.

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**NO ARBITRATION**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**OMNIBUS PROCUREMENT ACT OF 1992**

It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts. **The NuHealth Corporation aims to achieve 30% participation with MWBE vendors. Please submit your MWBE utilization form. You may contact Walter Lowe @ 516-572-6723**

Information on the availability of New York State subcontractors and suppliers is available from:

Department of Economic Development  
Division for Small Business  
30 South Pearl Street  
Albany, New York 12245  
Tel. 518-292-5220

A directory of certified minority and women-owned business enterprises is available from:

Department of Economic Development  
Minority and Women's Business Development Division  
30 South Pearl Street  
Albany, New York 12245  
<http://www.empire.state.ny.us>

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**RECIPROCITY AND SANCTIONS PROVISIONS**

Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383 respectively) require that they be denied contracts which they would otherwise obtain. Contact the Department of Economic Development, Division for Small Business, 30 South Pearl Street; Albany New York 12245, for a current list of jurisdictions subject to this provision.

**OBJECTIONS TO SOLICITATION AND AWARD**

Any objections to the terms of this sealed bid, once released in final form, or to the conduct of receipt, evaluation, or award of sealed bid must be presented in writing within ten calendar days of (1) the release of this solicitation, or (2) the date the objector knows or should have known the basis for its objection. Objections shall be provided in letter format, clearly stating that it is an objection to this solicitation or to the conduct of evaluation or award of sealed bid, and providing a clearly detailed factual

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statement of the basis for objection. Failure to comply with these directions is a basis for summary dismissal of the objection. Mail objections to the address listed in the sealed bid delivery information.

**VENDOR RESPONSIBILITY CRITERIA**

The director reserves the right, before making an award, to make investigations as to whether or not the qualifications, services, facilities or items offered by the bidder meet the requirements set forth herein and are ample and sufficient to ensure the proper performance in the event of an award. The bidder must be prepared, if requested by the Director of Purchasing, to represent evidence of experience, ability, financial standing as well as a statement as to plant, machinery, trained personnel and capacity for the rendition of the service on which the vendor is bidding. Upon request of the Director, the successful bidder shall file certification from the manufacturers relative to authorization, delivery, service and guarantees. If it is found that the conditions of the bid are not complied with or that the services or equipment proposed to be furnished do not meet the requirements called for, or that the qualifications, financial standing, or facilities are not satisfactory, the Director may reject such bids. It is distinctly understood, however, that nothing in the forgoing shall mean or imply that it is obligatory upon the Director to make any examinations before an award, and it is further understood that, if such examination is made, it in no way relieves the bidder from fulfilling all requirements and conditions of the bid.

The clauses contained in these bid forms set forth the wishes of the NHCC in regard to the purchase and/or installation required. However, the Director reserves the right to waive irregularities, omission, or other technical defects if, in its judgment, the best interest of the NHCC will be served accordingly.

**THIS INSTITUTION IS ENTITLED TO ALL NEW YORK STATE EDUCATIONAL/ACADEMIC DISCOUNTS**

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**FAILURE TO SIGN THIS "STATEMENT OF CONFIDENTIALITY" WILL DISQUALIFY YOU FROM THIS BID**

STATEMENT OF CONFIDENTIALITY

As part of the preliminary work that you will be conducting on behalf of the Nassau Health Care Corporation ("NHCC") you agree not to directly or indirectly, use, publish, or disclose, or authorize, or permit anyone else to use, publish, or disclose without prior written consent of NHCC, any Confidential Information (as such term is defined herein) provided to or obtained by you in connection with providing services to NHCC or exploring or implementing a possible business relationship with NHCC.

"Confidential Information" includes all "know-how", trade secrets, business and operational plans, contracts, agreements, customer lists and identifications, supplier lists and identifications, pricing policies, operational methods, marketing plans or strategies, prospect names, contact information, preferences, pricing and any other specific information compiled, developed, maintained or acquired by NHCC, marketing plans and methods, strategies, business plans, prices NHCC pays for goods and services as well as profit margins, computer software, computer discs, forms, databases, customized computer programs, passwords, access codes, object codes, source codes, databases, confidential customer/client information, non-public financial information, descriptions of facilities, service locations, any potential building sites, patient lists, projects, records, identification of key management personnel and related profiles and employment contracts, personnel information, financial statements and other financial information and projections, or any other technical or commercial information used by, or relating to NHCC, Nassau University Medical Center ("NUMC"), and to its related facilities, the A. Holly Patterson Extended Care Facility, the Elmont Community Health Center, the Davis Building-Plainview, the Freeport-Roosevelt Health Center, the Inwood-Lawrence Health Center, the Long Beach Health Center, the Hempstead Health Center, the New Cassel/Westbury Health Center, Nassau Correctional Center Medical Unit and NHCC's Certified Home Health Agency (collectively the "Health Facilities"), and any confidential, or other proprietary information, knowledge or data (oral, written or in machine-readable form) of NHCC relating to its operations, or the operations of NUMC or any of the Health Facilities, which NHCC, in its reasonable discretion, considers to be confidential and proprietary to NHCC, whether such information is disclosed orally or in writing. Confidential Information shall also include any information prepared or derived by you in connection with the evaluation of or implementation of a Business Opportunity, which contains any Confidential Information.

You further agree to remain bound by these terms for as long as the Confidential Information contemplated hereunder exists. If you are in agreement with these terms, kindly acknowledge same by signing in the space provided below.

Agreed to and Accepted by

Nassau Health Care Corporation



\_\_\_\_\_

\_\_\_\_\_

QUALIFICATION STATEMENT

BIDDER'S NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

1. STATE WHETHER CORPORATION \_\_\_\_\_ INDIVIDUAL \_\_\_\_\_ PARTNERSHIP \_\_\_\_\_

2. IF A CORPORATION OR PARTNERSHIP LIST NAME(S) AND ADDRESS(S) OF OFFICER(S) OR MEMBER(S)

PRESIDENT \_\_\_\_\_

VICE PRESIDENT \_\_\_\_\_

SECRETARY \_\_\_\_\_

TREASURER \_\_\_\_\_

3. HAVE YOU FILED A QUALIFICATION STATEMENT WITH THE COUNTY OF NASSAU OR THE NHCC? \_\_\_\_\_

IF SO WHEN? \_\_\_\_\_

4. HOW MANY YEARS HAS YOUR ORGANIZATION BEEN IN BUSINESS UNDER YOUR PRESENT BUSINESS NAME? \_\_\_\_\_

5. HAVE YOU, OR YOUR FIRM, EVER FAILED TO COMPLETE ANY WORK AWARDED TO YOU? \_\_\_\_\_

IF SO, WHERE AND WHY? \_\_\_\_\_

6. IN WHAT OTHER LINE OF BUSINESS ARE YOU OR YOUR FIRM INTERESTED? \_\_\_\_\_

7. WHAT IS THE EXPERIENCE OF THE PRINCIPAL INDIVIDUALS OF YOUR ORGANIZATION RELATING TO THE SUBJECT OF THIS BID?

INDIVIDUALS NAME	PRESENT POSITION	YEARS OF EXPERIENCE	MAGNITUDE AND TYPE OF WORK	IN WHAT CAPACITY
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8. IN WHAT MANNER HAVE YOU INSPECTED THIS PROPOSED WORK? EXPLAIN IN DETAIL \_\_\_\_\_

9. THE CONTRACT, IF AWARDED TO YOU OR YOUR FIRM, WILL HAVE THE PERSONAL SUPERVISION OF WHOM? GIVE NAME AND PRESENT POSITION \_\_\_\_\_

10. LIST THE PROJECTS WHICH YOUR FIRM HAS UNDER CONTRACT OR HAS PERFORMED IN THE PAST FEW YEARS THAT WILL QUALIFY YOU FOR THIS BID

TYPE OF WORK CONTACT	DATE PERFORMED	APPROX. CONTRACT AMOUNT	NAME/ADDRESS/TELEPHONE # OF
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USE SEPARATE PAGE IF ADDITIONAL SPACE IS NEEDED

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I certify that all the statements contained in this document are true, complete, and correct to the best of my knowledge and belief and are made in good faith, including data contained in the Organization's Relevant Experience. A false certification or failure to disclose information shall be grounds for disqualification or termination of any award.

### Statement of Bidder's Qualifications

1. Name of Bidder:

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2. Type of Business Entity:

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3. If the bidder is a corporation, state the date and place of incorporation of the corporation:

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4. For how many years has the bidder done business under its present name?

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5. List the persons who are directors, officers, owners, managerial employees or partners in the bidder's business:

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6a. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state name of owned/operated/been shareholders and names of other companies:

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TITLE \_\_\_\_\_

6b. If the answer to number 6a is in the affirmative, list said persons and the names of their previous affiliations:

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7. Has any director, officer, owner or managerial employee had any professional license suspended or revoked? If the answer to this question is yes, list the name of the individual, the professional license he/she formerly held, whether said license was revoked or suspended and the date of the revocation or suspension:

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8. During the three year period preceding the submission of this bid, has the bidder been found guilty of any OSHA Violations? If the answer to this question is yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s):

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9. During the five year period preceding the submission of this bid, has the bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex, or natural origin and/or violations of an employee's civil rights or equal employment opportunities? If the answer to this question is yes, list the person making such claim against the bidder, a description of the claim, the status of the claim, and what disposition (if any) has been made regarding such claim.

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10. During the five year period preceding the submission of this bid, has the bidder been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged? If the answer to this question is yes, list all such lawsuits, the index number associated with said lawsuit and the status of the lawsuit at the time of the submission of this bid.

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11. During the five year period preceding the submission of this bid, has the bidder been the subject of an investigation and/or proceedings before the Department of Labor for alleged violations of the Labor Law as it related to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this bid.

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12. During the five year period preceding the submission of this bid, has the bidder been the subject of an investigation and/or proceedings before any law enforcement agency, including but not limited to any District Attorney's Office? If the answer to this question is yes, please list each such instance, the law enforcement agency, the nature of the proceeding, the project for which such proceeding was commenced, if applicable to a project, and the status of the proceeding at the time of the submission of this bid.

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13. During the five year period preceding the submission of this bid, has the bidder been the subject of proceedings involving allegations that it violated the Worker's Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof? If the answer to this question is yes, please list each such instance of violation and the status of the claimed violation at the time of the submission of this bid.

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14. During the five year period preceding the submission of this bid, has the bidder, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment? If the answer to this question is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of the disposition of the charge.

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15. During the five year period preceding the bidder's submission of this bid, has the bidder been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules, and/or regulations? If the answer to this question is yes, list the nature of the charge against the bidder, the date of the charge, and the status of the charge at the time of the submission of this bid.

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16. Has the bidder bid on any projects for the period five years prior to the submission of this bid? If the answer to the question is yes, list the projects bid on, whether said bid was awarded to the bidder and the expected date of commencement of the work for said project. For those projects listed, if the bidder was not awarded the contract, state whether the bidder was lowest monetary bidder. *(if necessary, attach separate sheet and indicate so below)*

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17. Does the bidder have any projects ongoing at the time of the submission of this bid? If the answer to this question is yes, list the projects on which the bidder is currently working, the percentage complete, and the expected date of completion of said project. *(if necessary, attach separate sheet and indicate so below)*

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18. Has the bidder ever been terminated from a project by the Owner? If the answer to the question is yes, list the projects on which the bidder was terminated, the nature of the termination (convenience, suspension, for cause) and the date of said termination.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print name and title)*

Sworn to before me this

\_\_\_\_\_ Day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

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**MANDATORY BIDDERS' WALK-THROUGH**  
**REQUIREMENT**

**DATE: Wednesday, April 03, 2019, 10AM-12Noon**

**WHERE: A. Holly Patterson Extended Care Facility**  
**875 Jerusalem Ave, Uniondale, NY 11553**  
**AHP Conference Room, Unit 12, 1AW**

THE PROSPECTIVE VENDOR, WHEN BIDDING, REPRESENTS AND WARRANTS THAT THEY OR THEIR REPRESENTATIVE HAVE VISITED AND KNOWS THE SITE OR PREMISES UPON WHICH THE EQUIPMENT IS TO BE INSTALLED OR THE SERVICE TO BE PERFORMED HEREUNDER AND THAT THE BIDDER HAS INFORMED HIMSELF OF ALL EXISTING CONDITIONS AFFECTING THE SET UP OF THE SYSTEM, EQUIPMENT OR THE SERVICE TO BE PERFORMED.

FAILURE OF THE BIDDER TO THOROUGHLY ACQUAINT THEMSELVES WITH THE SITE(S) AND LOCAL CONDITIONS SHALL NOT RELIEVE BIDDER OF THEIR RESPONSIBILITY, AND SHALL NOT ENTITLE THEM TO ANY CLAIM FOR EXTRAS.

I, \_\_\_\_\_  
Clearly print bidder's representative's name and title

\_\_\_\_\_  
Signature



AS AGENT FOR \_\_\_\_\_  
Clearly print company name

CERTIFY THAT I HAVE VISITED AND INSPECTED THE SITE(S) AS PER THE SPECIFICATIONS IN THIS BID AND HAVE A FULL UNDERSTANDING OF WHAT IS REQUIRED BY THE NASSAU UNIVERSITY MEDICAL CENTER WITH REGARD TO ALL THE SPECIFICATIONS IN THIS BID.

**FAILURE TO COMPLETE THIS FORM (2 PAGES) AND SIGN IN APPROPRIATE PLACE SHALL RESULT IN AUTOMATIC REJECTION OF THE BID**

**NON-COLLUSIVE BIDDING CERTIFICATION REQUIRED BY**

**SECTION 139-D OF THE STATE FINANCE LAW**

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

**BY SUBMISSION OF THIS BID, 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 HIS/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 the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- [3] No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

Subscribed to under penalty of perjury under the laws of the State of New York,

this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ as the act and deed of said Corporation or Partnership,

**Identifying Data**

Potential Contractor \_\_\_\_\_

Address \_\_\_\_\_

Street \_\_\_\_\_

City, Town, etc. \_\_\_\_\_

Telephone \_\_\_\_\_ Title \_\_\_\_\_

If applicable, Responsible Corporate Officer

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_



**SAMPLES**

**Bidder Supplied Sample(s)** The Director reserves the right to request from the bidder/contractor a representative sample(s) of the product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the contract. Samples must be submitted free of charge and be accompanied by the bidder's name, address, and any descriptive literature relating to the sample. Where applicable, samples must be properly labeled with the appropriate bid/contract reference.

A sample may be held by the Director during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the bidder, at the bidder's expense and risk. Where the bidder has failed to fully instruct the Director as to the return of the sample (i.e. mode and place of return etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

**Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, the Director) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the bid documents. If in the judgment of the Director the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the bid documents, the Director may reject the bid. If an award has been made, the Director may cancel the contract at the expense of the Contractor.

**Testing** All samples are subject to tests in the manner and place designated by the Director, either prior to or after contract award. Unless otherwise stated in the bid specifications, bidder sample(s) consumed or rendered useless by testing will not be returned to the bidder.

**Enhanced Sample(s)** When an approved sample exceeds the minimum specifications, all products delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractor's default, the Director may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

**IMPORTANT NOTE:** The Director reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Director determines the best interests of the NHCC will be served. The Director, in his sole discretion, may accept or reject illegible, incomplete or vague bids and his/her decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the bidder's conditional or revocable terms in the offer. Prior to award, the Director reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

ALL BIDS MUST BE F.O.B. DESTINATION AND INCLUDE DELIVERY WITHIN DOORS UNLESS OTHERWISE SPECIFIED

BIDDER SIGN HERE \_\_\_\_\_

TITLE \_\_\_\_\_

## Procurement Law Requirements

State Finance Law §§ 139-j and 139-k (collectively, the “Procurement Requirements”) apply to this sealed bid. The Procurement Requirements (1) govern permissible communications between potential respondents and NHCC with respect to this sealed bid during the procurement process; and (2) establish sanctions for knowing and willful violations of the provisions of the Procurement Requirements, including disqualification from eligibility for an award of any contract pursuant to this solicitation.

Compliance with the Procurement Requirements requires that (a) all communications regarding this sealed bid, from the issuance of this sealed bid through final award and approval of any resulting contract (the “Restricted Period”), be conducted only with the buyer listed on the first page of this bid; (b) the completion by respondents of the Offerer Disclosure of Prior Non-Responsibility Determinations and the Offerer’s Affirmation of Understanding of and Agreement pursuant to State Finance Law, copies of which are attached to this sealed bid as attachments to Appendix A, and (c) periodic updating of such forms during the term of any contract resulting from this sealed bid. Respondents must submit both of these forms, properly completed, as part of their proposals. The Procurement Requirements also require NHCC employees to obtain and report certain information when contacted by prospective bidders during the Restricted Period, make a determination of the responsibility of bidders and make all such information publicly available in accordance with applicable law. If a prospective bidder is found to have knowingly and willfully violated the State Finance Law provisions, that prospective bidder and its subsidiaries, related or successor entities will be determined to be a non-responsible bidder and will not be awarded any contract issued pursuant to this sealed bid.

A copy of the State Finance Law Sections 139-j and 139-k can be found at <http://www.ogs.state.ny.us/aboutogs/regulations/advisoryCouncil/StatutoryReferences.html>. All potential Respondents are solely responsible for full compliance with the Procurement Requirements.

### APPENDIX A

**REQUIRED DISCLOSURE OF INFORMATION: THE FORMS SET FORTH BELOW MUST BE FULLY COMPLETED AND RETURNED WITH A RESPONDING FIRM’S SUBMISSION. A SUBMISSION WILL NOT BE CONSIDERED COMPLETE WITHOUT SUBMISSION OF THIS ATTACHMENT.**

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### Offerer's Affirmation of Understanding and Agreement

**Instructions:**

A Government Entity must obtain the required affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible Contacts in the Restricted Period for a procurement contract in accordance with State Finance Law §§ 139-j and 139-k. It is recommended that this affirmation be obtained as early as possible in the procurement process, such as when the Offerer submits its proposal or bid. The following language can be used to obtain the affirmation.

Offerer affirms that it understands and agrees to comply with the procedures of NHCC relative to permissible Contacts as required by State Finance Law §§ 139-j (3) and 139-j (6)(b).

By - Print Name \_\_\_\_\_

Title: \_\_\_\_\_

Date \_\_\_\_\_

Contractor Name: \_\_\_\_\_

Contractor Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature : \_\_\_\_\_



---

**Offerer Disclosure of Prior Non-Responsibility Determinations****Background:**

Under New York State Finance Law § 139-k (2), covered governmental entities are obligated to obtain specific information regarding prior non-responsibility determinations. In accordance with State Finance Law §139-k, an Offerer must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by a Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provision of false or incomplete information to a Governmental Entity. The terms "Offerer" and "Governmental Entity" are defined in State Finance Law §139-k (1). State Finance Law §139-j sets forth detailed requirements about the restriction on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such Contact does not fall within one of the exemptions).

As part of its responsibility determinations, a covered governmental entity must consider whether an Offerer fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offerer that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offerer is necessary to protect public property or public health safety, and that the Offerer is the only source capable of supplying the required Article of Procurement within the necessary timeframe.

**Instructions:**

A Governmental Entity must include a disclosure request regarding prior non-responsibility determinations in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract.

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5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information? (Please circle) No Yes

6. If yes, please provide details below.

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(add additional pages as necessary)

Offerer certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

Signature: \_\_\_\_\_



Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_

Title: \_\_\_\_\_

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## Nassau University Medical Center Guidelines for the Prevention of Nosocomial Infection

### Relevant Only During Hospital Construction and Remodeling

#### 1. Purpose

To prevent the airborne spread of fungal spores, which may cause disease in susceptible individuals, during hospital construction, demolition, and remodeling activities. Construction / renovation require substantial planning to minimize the risk of airborne infection both during projects and after their completion. A multidisciplinary team coordinates Fire Safety and Infection Control risk assessments.

#### 2. Construction / Remodeling Coordination Team

A - The team considers the following prior to initiating any construction or repair activity:

1. Design and function of the new structure.
2. Assessment of environmental risks for airborne disease and opportunities for prevention.
3. Measures to contain dust and moisture during construction.

B - The following disciplines are included:

1. Engineering Department
2. Medical Director and Manager of the involved and adjacent patient care areas
3. Safety and Security Department
4. Infection Control Department
5. Planning Department / Architects
6. Project Managers

C - Responsibility and Accountability

1. Coordinate members' input in developing a comprehensive project management plan.
2. Conduct a risk assessment of the project to determine potential hazards to susceptible patients.
3. Prevent unnecessary exposure of patients, visitors and staff.
4. Oversee all infection control aspects of construction activities
5. Establish site-specific infection control protocols for specialized areas.
6. Ensure compliance with construction standards and any applicable safety regulations.
7. Establish a mechanism to correct problems quickly.
8. Implement "interim life safety measures" as required
9. Infection Control Risk Assessment Procedure.

**Infection Control Risk Assessment Form**

**Task / Project Description: General Contractor & Plumbing Services for  
Emergency Power System Upgrade @ AHPECF**

**Location:** AHP (SEE ITEMS 7a/7b ON INDEX OF BID DOCUMENTS ATTACHED)

Facility                      Bldg                      Floor                      Section / Area

**Step One:** Using the following table, identify the Type of Construction Project or Maintenance Activity (Type A - D) \*\*\* **Selected type is indicated in bold print**

TYPE A	Inspection and Non-Invasive Activities. Includes, but is not limited to: <ul style="list-style-type: none"> <li>• removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet</li> <li>• painting (but not sanding)</li> <li>• wall covering, electrical trim work, minor plumbing, and activities which do not generate dust or require cutting of walls or access to ceilings other than for visual inspection.</li> </ul>
TYPE B	Small scale, short duration activities which create minimal dust Includes, but is not limited to: <ul style="list-style-type: none"> <li>• installation of telephone and computer cabling</li> <li>• access to chase spaces</li> <li>• cutting of walls or ceiling where dust migration can be controlled</li> </ul>
TYPE C	<b>Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies</b> Includes, but is not limited to: <ul style="list-style-type: none"> <li>• sanding of walls for painting or wall covering</li> <li>• removal of floor-covering, ceiling tiles and casework</li> <li>• new wall construction</li> <li>• minor duct work or electrical work above ceilings.</li> <li>• major cabling activities</li> <li>• any activity which cannot be completed within single work-shift</li> </ul>
TYPE D	Major demolition and construction projects Includes, but not limited to: <ul style="list-style-type: none"> <li>• activities which requires consecutive work shifts</li> <li>• requires heavy demolition or removal of a complete cabling system</li> <li>• new construction</li> </ul>

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**Step Two:** Using the following table, identify the Patient Risk Groups that will be affected. If more than one group will be affected, select the higher risk group:

**\*\*\* Selected Risk Group is indicated in bold print**

Low risk	Medium Risk	High Risk	Highest Risk
<b>- Office areas</b>	1. Endoscopy 2. Laboratories (specimen) 3. Medical/Surgical Units 4. Nuclear Medicine 5. Physical Therapy 6. Radiology 7. Respiratory Therapy 8. Treatment Rooms 9. Waiting Areas	1. Bronchoscopy 2. Dialysis 3. Dialysis Cath Room 4. Emergency Room 5. Intensive Care Units 6. Outpatient surgery 7. Pharmacy 8. Post Anesthesia Care Unit 9. Pulmonary Care Unit	1. Any area caring for immunocompromised patients 2. Burn Center 3. Central Sterile Supply 4. Nursery/NICU 5. Operating rooms 6. Pharmacy Admixture Area

**Step Three:** Match the Patient Risk Group (Low, Medium, High, Highest) with the planned Construction Project Type (A, B, C, D) on the following matrix, to find the Class of Precautions (I, II, III, or IV) or level of infection control activities required.

**\*\*\* Selected type is indicated in bold print**

**Class I – IV Precautions are delineated on the following page.**

IC Matrix - Class of Precautions: Construction Project by Patient Risk

Construction Project / Maintenance Activity Type

Patient Risk Group	Type A	Type B	<b>Type C</b>	Type D
<b>LOW Risk Group</b>	I	II	<b>II</b>	III / IV
MEDIUM Risk Group	I	II	III	IV
HIGH Risk Group	I	II	III / IV	IV
HIGHEST Risk Group	II	III / IV	III / IV	IV

**Note: Infection Control approval will be required when the Construction Activity and Risk Level indicated that Class III and Class IV control procedures are necessary.**

**Description of Required Infection Control Precautions by Class**

	<b>During Construction Project</b>	<b>Upon Completion of Project</b>
<b>Class I</b>	<ol style="list-style-type: none"> <li>1. Execute work by methods to minimize raising dust from the construction operators.</li> <li>2. Immediately replace a ceiling tile displaced for visual inspection</li> </ol>	
<b>Class II</b>	<ol style="list-style-type: none"> <li>1. Provide active means to prevent airborne dust from dispersing into atmosphere</li> <li>2. Water mist work surfaces to control dust while cutting</li> <li>3. Seal unused doors with duct tape</li> <li>4. Block off and seal air vents</li> <li>5. Place dust mat at entrance and exit of work area</li> <li>6. Remove or isolate HVAC system in areas where work is being performed.</li> </ol>	<ol style="list-style-type: none"> <li>1. Wipe work surfaces with disinfectant</li> <li>2. Contain construction waste before transport in tightly covered containers</li> <li>3. Wet mops and/or vacuum with HEPA filtered vacuum before leaving work area.</li> <li>4. Remove isolation of HVAC system in area where work is being performed.</li> </ol>
<b>Class III</b>	<ol style="list-style-type: none"> <li>1. Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system</li> <li>2. Complete all critical barriers e.g.: sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins.</li> <li>3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.</li> <li>4. Contain construction waste before transport in tightly covered containers</li> <li>5. Cover transport receptacles or carts. Tape covering unless solid lid.</li> </ol>	<ol style="list-style-type: none"> <li>1. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department.</li> <li>2. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction.</li> <li>3. Vacuum work area with HEPA filtered vacuums</li> <li>4. Wet mop area with disinfectant</li> <li>5. Remove isolation of HVAC system in areas where work is being performed.</li> </ol>

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<b>CLASS IV</b>	<ol style="list-style-type: none"> <li>1. Isolate HVAC system in area where work is being done to prevent contamination of duct system</li> <li>2. Complete all critical barriers e.g.: sheetrock, plywood, plastic, to seal area from non-work area or implement control cube method (cart with plastic covering and sealed connection to work site with HEPA vacuum for vacuuming prior to exit) before construction begins.</li> <li>3. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units.</li> <li>4. Seal holes, pipes, conduits, and punctures appropriately</li> <li>5. Construct anteroom and require all personnel to pass through this room so they can be vacuumed using a HEPA vacuum cleaner before leaving work site or they can wear clothing or paper coveralls that are removed each time they leave the work site.</li> <li>6. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed.</li> <li>7. Do not remove barriers from work area until completed project is inspected by the owner's Safety Department and Infection Control Department and thoroughly cleaned by the owner's Environmental Services Department.</li> <li>8. Contain construction waste before transport in tightly covered containers.</li> <li>9. Cover transport receptacles or carts, tape covering unless sealed lid.</li> </ol>	<ol style="list-style-type: none"> <li>1. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction.</li> <li>2. Contain construction waste before transport in tightly covered containers.</li> <li>3. Cover transport receptacles or carts. Tape covering unless solid lid.</li> <li>4. Vacuum work area with HEPA filtered vacuums.</li> <li>5. Wet mop area with disinfectant.</li> <li>6. Remove isolation of HVAC system in areas where work is being performed.</li> </ol>
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**Step Four:** Implement the appropriate level of infection control precautions as indicated in the above table.

This project requires the following class \*\*\*

\*\*\* (SEE ITEMS 7a/7b ON "INDEX OF BID DOCUMENTS" ATTACHED)

Evaluated by:

Infection Control Department

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Engineering / Maintenance or Planning

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**Contractor/Vendor's Notification Declaration**

**Contractor/Vendor's Performing Work at Nassau Health Care Corporation Facilities**

\* Please complete the blanks below, sign and date.

(Contracting Company Name) \_\_\_\_\_

The person whose signature appears below, a proprietor, partner or officer authorized to sign for company listed above, has read the rules and regulations described above and agrees to abide by the content and intent of this procedure.

Signature \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_ Date \_\_\_\_\_



New York State Department of Taxation and Finance  
**Contractor Certification Form (ST-220)**

**TAX LAW § 5-A**

Tax Law § 5-a, is effective with all solicitations to purchase issued by covered agencies on or after January 1, 2005. It applies to contracts where (1) the total amount of such persons' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates, subcontractors, or affiliates of subcontractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and (2) the contracts or agreements with state agencies or public authorities for the sale of commodities or services have a value in excess of \$15,000. This law imposes upon certain contractors the obligation to certify whether or not the contractor, its affiliates, its subcontractors and affiliates of the subcontractors are required to register to collect state sales and compensating use tax. Where required to register, the contractor must also certify that it is, in fact, registered with the Department of Taxation and Finance (DTF). The law prohibits the Comptroller, or other approving agency, from approving a contract awarded to a vendor meeting the registration requirements but who is not so registered in accordance with the law.

Contractor certification forms and instructions for completing the forms are attached to this bid. Proposed contractors should complete and return the certification forms within two business days of request (if the forms are not completed and returned with bid submission). Failure to respond timely may render a bidder non-responsive and non-responsible. Bidders shall take the necessary steps to provide properly certified forms, within a timely manner to ensure compliance with the law.

Vendors may call the Tax Department at 1-800- 972-1233 for any and all questions relating to Tax Law § 5-a and relating to a company's registration status with the Tax Department. For additional information and frequently asked questions, please refer to the Department of Tax and Finance web site: [http://www.nystax.gov/sbc/nys\\_contractors.htm](http://www.nystax.gov/sbc/nys_contractors.htm) .

Nassau Health Care Corporation reserves the right to terminate this contract in the event it is found that the certification filed by the Contractor in accordance with § 5-a of the Tax Law is not timely filed during the term of the contract or the certification furnished was intentionally false or intentionally incomplete. Upon such finding, Nassau Health Care Corporation may exercise its termination right by providing written notification to the Contractor.

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New York State Department of Taxation and Finance

**Contractor Certification**  
(Pursuant to Section 5-a of the Tax Law)

(Pages 44-49)

For more information, see Publication 222, *Question and Answers Concerning Tax Law Section 5-a.*

Contractor name		For office use only Contract number
Contractor's principal place of business	City State ZIP code	
Mailing address (if different than above)		Estimated contract value
Contractor's federal employer identification number (EIN)	Contractor's sales tax ID number (if different from contractor's EIN)	
Contractor's telephone number ( )		\$
Contracting state agency <b>Nassau Health Care Corporation</b>		

I, \_\_\_\_\_, hereby affirm, under penalty of perjury, that I am \_\_\_\_\_  
(name) (title)  
of the above-named contractor, that I am authorized to make this certification on behalf of such contractor, and that:

**Part I. Contract services that are not services for purposes of Tax Law section 5-a**

(Mark an X in the box if this statement is applicable. If you mark this box, you do not have to complete Parts II through V.)

- The requirements of Tax Law section 5-a do not apply because the subject matter of the contract concerns the performance of services which are not *services* within the meaning of Tax Law section 5-a.

(If you did not mark the box next to the statement in Part I, mark an X next to the applicable statement in Parts II through V.)

**Part II. Contractor registration status**

- The contractor has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law.
- As of the date of this certification, the contractor has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

**Part III. Affiliate registration status**

- As of the date of this certification, the contractor does not have any affiliates.
- To the best of the contractor's knowledge, the contractor has one or more affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made, and each affiliate exceeding the \$300,000 sales threshold during such periods is

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registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address, and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

- To the best of the contractor's knowledge, the contractor has one or more affiliates and, as of the date of this certification, each affiliate has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

**Part IV. Subcontractor registration status**

- As of the date of this certification, the contractor does not have any subcontractors.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification, it has made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that it is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each subcontractor exceeding the \$300 000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has not made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

**Part V. Subcontractor affiliate registration status**

- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it does not have any affiliates
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor of whether or not, as of the date of this certification it has any affiliates having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August and November which immediately precede the quarterly period in which this certification is made. Each subcontractor informing the contractor that it has one or more affiliates having made sales in excess of the \$300,000 threshold during such periods has further informed the contractor that each such affiliate is registered for New York State and local sales and compensating use tax purposes with the Commissioner of Taxation and Finance pursuant to sections 1134 and 1253 of the Tax Law. The contractor has listed on Schedule A of this certification the name, address and identification number of each affiliate exceeding the \$300,000 sales threshold during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.
- The contractor has one or more subcontractors, and each subcontractor has informed the contractor that, as of the date of this certification, it has no affiliate having made sales delivered by any means to locations within New York State of tangible personal property or taxable services having a cumulative value in excess of \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made.

Sworn to this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_



\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(title)





## Instructions

### General information

On August 20, 2004, New York State enacted section 5-a of the Tax Law requiring persons awarded contracts valued at more than \$15,000 with state agencies, public authorities or public benefit corporations to certify that they, their affiliates, their subcontractors, and the affiliates of their subcontractors have a valid certificate of authority to collect New York State and local sales and compensating use taxes. A contractor, affiliate, subcontractor or affiliate of a subcontractor must be certified as having a valid certificate of authority if such person makes, or has made, aggregate sales delivered within New York State of more than \$300,000 during the four quarterly periods ending on the last day of February, May, August, and November which immediately precede the quarterly period in which this certification is made. A contractor must use Form ST-220, *Contractor Certification*, to make this certification before the contract may be approved by the Office of the State Comptroller (OSC), or other contract approver if OSC is not required to approve the contract.

This statute applies to contracts resulting from solicitations to purchase issued by governmental entities on or after January 1, 2005. In the case of contracts resulting from issuance of an invitation for bid (IFB) or a request for proposal (RFP), the statute would apply if the IFB or RFP was first issued on or after January 1, 2005. The statute would not apply if the bid document was first issued before January 1, 2005, even if the bid document was amended, or the resulting contract was awarded, approved, amended, or extended after January 1, 2005.

The statute does not apply to purchases from preferred sources. For additional information, please see Publication 222, *Questions and Answers Concerning Tax Law Section 5-a*.

### Definition of terms associated with section 5-a

The following is a partial list. Please see Publication 222 for additional information.

A *contractor* is defined as a person awarded a contract by a covered agency.

The term *person* is defined as any entity in business for either profit or not-for-profit purposes and can refer to an individual, partnership, limited liability company, society, association, joint stock company, or corporation.

A *covered agency* is defined as New York State or any department, board, bureau, commission, division, office, council or agency of New York State; public authorities and public benefit corporations, The State Legislature, the judiciary, Department of Law, Office of State Comptroller, State Education Department, State University of New York and the senior colleges of City University of New York are included in this definition.

An *affiliate* is an entity which, through stock ownership or any other affiliation, directly, indirectly or constructively, controls another entity, is controlled by another entity, or is, along with another entity, under the control of a common parent company.

A *subcontractor* is an entity specifically engaged by a contractor or another subcontractor to provide commodities or perform services necessary to allow a contractor to fulfill a particular contract with a covered agency.

*Commodities* means, other than with respect to contracts for State printing, material goods, supplies, products, construction items or other standard articles of commerce other than technology which are the subject of any purchase or other exchange.

*Tangible personal property* means physical personal property, of any nature, that has a material existence and is perceptible to the human senses. Tangible personal property includes, without limitation: (1) raw materials, such as wood, metal, rubber and minerals; (2) manufactured items, such as gasoline, oil, diesel motor fuel and kero-jet fuel, chemicals, jewelry, furniture, machinery and equipment, parts, tools, supplies, computers, clothing, motor vehicles, boats, yachts, appliances, lighting fixtures, building materials; (3) pre-written off-the-shelf software; (4) artistic items such as sketches, paintings, photographs, moving picture films and recordings; (5) animals, trees, shrubs, plants and seeds; (6) bottled water, soda and beer; (7) candy and confections; (8) cigarettes and tobacco products; (9) cosmetics and toiletries; (10) coins and other numismatic items, when purchased for purposes other than for use as a medium of exchange; (11) postage stamps, when purchased for purposes other than mailing; and (12) precious metals in the form of bullion, ingots, wafers and other forms.

### Completing Form ST-220 Identification information

**Contractor name:** Enter the exact legal name of the person or entity who is contracting to provide commodities or services to a covered agency of New York State. This is the name registered with the New York Department of State.

**Contractor's principal place of business:** Enter a street address, not a PO box number.

**Mailing address:** Enter the address where contractor receives mail, if different than the principal place of business.

**Contracting state agency:** Enter the state agency awarding the contract to the contractor.

**Certification statement:** If the contractor is a corporation, the statement must be completed by the president, vice president, treasurer, assistant treasurer, chief accounting officer, or other officer authorized by the corporation. If the contractor is a partnership, the statement must be completed by a partner or person authorized by the partnership. If the contractor is a limited liability company, the statement must be completed by a member of the LLC and be authorized by the LLC.

### Part I - Contract services not pursuant to Tax Law section 5-a

If the services to be performed under the contract are not services within the meaning of Tax Law section 5-a, mark an X. You do not have to complete Parts II through V. You must sign and have the certification acknowledged.

For procurement law purposes, *services* means, other than with respect to contracts for State printing, the performance of a task or tasks and may include a material good or a quantity of material goods, and which is the subject of any purchase or other exchange. For procurement law purposes, technology is a service. The term *services* for procurement law purposes does not apply to contracts for architectural, engineering or surveying services, or to contracts with not-for-profit organizations approved in accordance with Article eleven-B of the State Finance Law.

The term *taxable services* for New York State and local sales and compensating use tax law purposes includes, but is not limited to:  
1) providing information by printed, mimeographed or multigraphed matter or by duplicating written or printed manner in any other

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manner; 2) processing, assembling, fabricating, printing or imprinting tangible personal property furnished by a customer who did not purchase the tangible personal property for resale; 3) installing, maintaining, servicing, or repairing tangible personal property that is not held for sale by the purchaser of the service in the regular course of business (for example, servicing automobiles, installing appliances, and repairing radio and television sets); 4) storing tangible personal property that is not being held for sale; 5) renting safe deposit boxes, vaults, and similar storage facilities; 6) maintaining, servicing, or repairing real property both inside and outside buildings (for example, cleaning, painting, gardening, snow plowing, trash removal, and general repairs); 7) providing parking, garaging, or storing services for motor vehicles; 8) interior decorating and designing; 9) protective or detective services; and 10) entertainment or information services provided by means of telephony or telegraphy.

Parts II through V

If the contract is covered under Tax Law section 5-a, you must mark an X in one box in each of these parts. You must also sign and have the certification acknowledged, and complete Schedule A.

Schedule A

Column A - Relationship to the contractor

The contractor should enter a C. It is not necessary for the contractor to complete columns C through E since this information has been provided on page 1.

If the person listed in column B is an affiliate of the contractor, enter an A; if a subcontractor, enter an S, if an affiliate of a subcontractor, enter SA.

Column B - Name

Enter the exact legal name as registered with the New York Department of State of each corporation or limited liability company. If the person is a partnership or sole proprietor, enter each partner's or the owner's given name. If the person uses a different name or DBA (doing business as), enter that name as well.

Column C - Address

Enter the street address of the person's principal place of business. Do not enter a PO box.

Column D - ID number

If the person listed in column B is an individual, enter the social security number of that person. Otherwise enter the employer identification number (EIN) assigned to the person.

Column E - Sales tax ID number

Enter the sales tax identification number, if different from the federal identification.

Column F - Proof of registration

Enter CA and attach a copy of the certificate of authority for the person.

If the certificate of authority is not readily available and if the person is registered with the Department of Taxation and Finance and has confirmed this status with the DTP, enter RC.

Return a signed and acknowledged original Form ST-220, and a copy, with the contract to the procuring state agency.

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The forms on the next two pages are to be filled out completely so that the information can be entered in our computer system for purchase orders and payments to be made.

VENDOR INFORMATION FORM

BUSINESS NAME:

\_\_\_\_\_

BUSINESS Address:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contact Person:

\_\_\_\_\_

Telephone Number:

\_\_\_\_\_

FAX Number:

\_\_\_\_\_

Is this Business registered in New York State as a

- a. Woman Owned Business?                    \_\_\_\_\_ YES                    \_\_\_\_\_ NO
- b. Minority Owned Business?                \_\_\_\_\_ YES                    \_\_\_\_\_ NO
- c. Small Business?                            \_\_\_\_\_ YES                    \_\_\_\_\_ NO
- d. Veteran Owned Business?                \_\_\_\_\_ YES                    \_\_\_\_\_ NO

**\*PLEASE NOTE:** ANY CHANGE IN VENDOR INFORMATION PREVIOUSLY PROVIDED MUST BE ACCOMPANIED BY A NOTIFICATION OF SAID CHANGE ON VENDOR LETTERHEAD DULY SIGNED, ALONG WITH A CURRENT W-9 FORM.

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# Request For Taxpayer Identification Number and Certification

This "700" form must be filled out and submitted along with a complete W-9 form to this office promptly before any purchase order or payment can be processed.

Vendor / Payee ID #: / / / / / / / / / / (9) Vendor Class **CAP**

Business Name : \_\_\_\_\_

Business DBA: \_\_\_\_\_

Business Address: \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

**Important Note: All Purchase Orders will be processed via E-Mail effective date: July 1st, 2016**

Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail for Purchase Orders: \_\_\_\_\_

Remit to Address if different from above: \_\_\_\_\_

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

**Please answer the five questions below. Incomplete forms will delay payment.**

1) The vendor / payee ID # provided above is : Federal ID #  Social Security #

2) Are medical or legal services ever provided by vendor ? Yes  No

3) Is vendor / payee an employee of the Nassau Health Care Corporation ? Yes  No

4) Check appropriate box: Sole Proprietor  Corporation  Partnership  Other \_\_\_\_\_

5) If a 1099 is NOT required please initial the box to the right

**Is this business registered as Minority, Women Owned, Small Business and/or Veterans?**

If so where is it registered? \_\_\_\_\_

a) Women Owned Business Yes  No

b) Minority Owned Business Yes  No

c) Small Business Yes  No

d) Veterans Yes  No

**Certification - Under penalties of perjury, I certify that:** (1) The number shown on this form is my correct identification number (or I am waiting for a number to be issued to me), and (2) I am not subject to backup withholding because: (a) I am exempt from backup withholding or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends or (c) the IRS has notified me that I am no longer subject to backup withholding. (3) The information provided on this form is correct to the best of my knowledge.

**Certification Instructions:** - You must cross out item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of under reporting interest or dividends on your tax return For real estate transactions, item (2) does not apply.

**PLEASE SIGN HERE**



PRINT NAME OF PERSON SIGNING ABOVE \_\_\_\_\_

DATE \_\_\_\_\_ TITLE \_\_\_\_\_

**For Internal Use Only**

Form Submitted By: \_\_\_\_\_ (Name) Date \_\_\_\_\_

Department \_\_\_\_\_ Phone Number \_\_\_\_\_

Document Type Initial Entry  Revision

Nassau Health Care Corporation, 2201 Hempstead Turnpike, East Meadow, NY 11554

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**GENERAL CONTRACTOR AND PLUMBING SERVICES FOR  
EMERGENCY POWER SYSTEM UPGRADE AT A. HOLLY PATTERSON**

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**Proposals submitted hereunder shall be in accordance with the following detailed specifications.**

It is the intent of the NuHealth Corporation to issue a Purchase Order for General Contractor Services and Plumbing Services for the upgrade of the Emergency Power System @ A. Holly Patterson Extended Care Facility as per the specifications listed below.

The Project consists of an upgrade to the essential electrical system at the A. Holly Patterson Extended Care Facility. The Project will include the installation of a new underground electrical service, emergency generator, automatic transfer switches and switchgear along with new electrical risers and electrical closets in the nursing home. The Project is to be expected to be handled in one phase commencing as soon as possible. The Project is anticipated to be a multiple prime contract.

We are only soliciting services for General Contractors and Plumbing Contractors. Once the award is made the job is expected to be completed within 8 months from the issue date of the Purchase Order.

### **SPECIFICATIONS**

The CD with copies of the bid plans and specifications are available to be picked up in Purchasing. Call Lynn Tarling @ 516-572-5810 or A.J Rego @ 516-572-6058 to make an appointment to pick up the CD.

Be sure to pick up the CD PRIOR to the Mandatory Walk-Through which is scheduled for Wednesday, April 03, 2019.

#### **Walk-through and Questions:**

- Walk-through: Wednesday, April 03, 2019 10AM through 12Noon
- All questions resulting from the walkthrough must be submitted by email to the buyer NO LATER than Friday April 12, 2019. No questions will be entertained after that date.
- Answers for the questions submitted will be responded to on Friday, April 19, 2019.
- Bid Opening: Thursday, May 05, 2019.

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**Insurance:** Insurance requirements are attached as item #15 on the "Index of Documents" attached.

Addendum No1 – Dated 10/26/2018:

For more information pertaining to the scope of this project see the "Questions & Answers" below from "Addendum #1, Dated 10/26/2016" from previous Sealed Bid MC98-11088-5260.

Questions for the following construction bid: Power System Upgrade @ AHP – a Multiprime Project:

General Questions:

1. Question: Can copies of the sign-in sheet be provided?

Answer: No.

2. Question: Will there be a separate contract for the general contractor, mechanical contractor and electrician? Can a document be issued stating this and confirming exactly what scope of work will be the responsibility of each prime contractor?

Answer: Bid breakdown forms are provided.

3. Question: What is the project completion time and what are the liquidated damages?

Answer: As per Page 52 of the Sealed Bid under the Specifications: "Project is to be expected to be handled in one phase commencing in the fourth quarter of 2018".

*The actual project time frame/schedule will be coordinated with the project manager, Andrew Mienkiewicz and the Architect and the awarded vendor will be expected to cooperate within their expected time frame.*

*Liquidated damages will be waived for this project, however, the vendor is expected to follow the time schedule in a timely manner as will be stated by the Project Manager and Architect.*

**\*\*\* NOTE \*\*\*** Question #3 has been revised 3/15/19 to read: Project is to be completed no more than eight (8) months from the date a Purchase Order is issued to and received by the Vendor.

4. Question: The one line indicates to provide panel EMDB on the generator output. No panel schedule is included for this panel. Advise the size of the space for the spare breaker.

Answer: *Emergency generator shall be provided with one 1600AF/AT breaker and a prepare space of accepting up to one (1) 800AF circuit breaker.*

5. Question: Drawing E-604 indicates an ASCO ATS/Generator monitoring system. Advise if this covers what is called out for in the generator specification section 263214, paragraph 2.01.E.15, on page 10.

Answer: *In addition to software called for in this section 263214-2.01-E.15 contractor to provide critical power management system as shown on drawings E-604 and as specified in section 263623-2.05 of contract specifications. All communications switches and routers shall be Cisco IE2000 with power supply, single mode fiber-optic gbix modules and 8 POE CAT6 ports.*

6. Question: The generator spec section page 1, paragraph 1.02 refers to a spec section for the fuel tank that was not provided. Provide this section if applicable.

Answer: *Revise specification section 263214-1.02-A to read as follows: "Intentionally Left Blank".*

7. Question: The generator spec section page 13, paragraph 2.01.H.8 refers to a spec section for the breakers that was not provided. Provide this section if applicable.

Answer: *Revise section 263214-2.01.H.8 to read as follows:*

*"Main circuit breaker mounted on unit, or on mounting frame adjacent to unit. Circuit breaker shall meet the requirements of Section 262413-2.05. Field circuit breaker not acceptable as the main circuit breaker".*

8. Question: Confirm that NICAD batteries are required. Lead acid are about a tenth of the cost, and have superior performance in many area. Lead acid batteries are provided on 99% of the standby generators we furnish. NICAD batteries have a memory and if they become fully discharged, they will need to be replaced, which again is very costly.

Answer: *Please provide NICAD batteries as specified.*

9. Question: The load bank section of the generator specification calls for the load bank to be sized at 50-60% of the generator nameplate rating, and also states sized as shown on the drawings. The drawings indicate a 125KW load bank, which is

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either between 31 and 34% of the rating (depending on how the first item is answered above). Advise the required KW rating of the load bank.

Answer: Load bank shall be rated for 200KW.

- 10 Question: Confirm that 48 hours of training is required, as stated in paragraph 3.03.B6 (on page 28) of the generator section.

Answer: 48 hours of training shall be included in bid price.

- 11 Question: Note #2 on drawing E-102 calls for exist signs to be removed, conduit and wire to be removed back to origin: drawing E-202 shows the exist sign with sub-script "x" not sure if this is existing. Advise.

Answer: Existing exist signs shall be removed with wiring back to point of origin, new LED type exist fixtures are to be installed with new conduit and wiring as called for on drawing. "x" indicated fixture designation.

- 12 Question: Automatic transfer switches drawing E-303 shows the ATS for fire alarm to be 150A: Drawing E-402 shows 100A. Advise.

Answer: Contractor to provide 150A by-pass isolation transfer switch as 150A is the smallest amperage by-pass isolation transfer switches are provided in.

- 13 Question: We understand the Emergency Power upgrade at AHP (MC98-11088-5260) and Replacement of Nassau University Medical Center O.R. Air handling Units (MC98-11088-5266 are multi-prime projects. However, each project has only one proposal with no place to identify which trade we are bidding (GC, Electrical, Plumbing, etc). How should we handle this?

Answer: We are supplying Bid Breakdown Forms.

- 14 Question: Emergency Power Upgrade at AHP (MC98-11088-5260) only has specs for division 21, 22, 23 & 26. Is there a complete spec for this project that includes Division 01 – General Requirement?

Answer: See "Attachment No#1".

"Attachment #1" located at the end of the bid.

- 15 Question: What is the scope of work for each trade? Is the GC responsible for exterior trenching/backfilling, concrete ductbank and manholes? And are they also responsible to sawcut and trench the floor and to provide the concrete ductbank I the interior of the building?

Answer: General Construction: To include but not be limited to:

- a. Site work for service upgrade
- b. Structural
- c. Ceiling Removals
- d. ATS and panel room construction
- e. Ceiling replacement

Plumbing/Fire Protection: To include but not be limited to:

- a. Sprinkler modifications and additions
- b. Floor drain removal

\*\*\*\*\* End of Specifications \*\*\*\*\*

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**Proposal Page:**

To be completed by the Bidder:

Supply equipment, labor and material to complete the work as outlined in the attached contract documents. Price listed must include all labor, materials, services, insurance, permits, and equipment necessary to carry out the work, in accordance with all applicable federal, state and local regulations, as listed in the contract documents. The price listed is to also include all supervision, transportation, incidentals, and other facilities (as necessary and/or required) to execute all the work herein specified and make ready for operation.

1.) Lump Sum Total: \$ \_\_\_\_\_  
(Written in numbers)

(Written in words)

Vendor must give total amount being bid.  
Breakdown of trades to be shown on Bid Breakdown Form

\*\*\*\*\* **End of Section** \*\*\*\*\*

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Attachment No # 1  
from Sealed Bid  
MC98-11088-5260

A.H.P. Electrical Power Upgrade

DIVISION 1

GENERAL REQUIREMENTS

**DIVISION 1 - GENERAL REQUIREMENTS**

<u>SECTION NO.</u>	<u>TITLE</u>	<u>PAGE</u>
01100	SUMMARY OF WORK	01100-1
01120	PHASE SCHEDULE	01120-1
01250	CHANGE ORDER PROCEDURES	01250-1
01300	CONTRACTOR'S ADMINISTRATIVE PROVISIONS	01300-1
01310	PROJECT COORDINATION (CONSTRUCTION MANAGEMENT)	01310-1
01315	PROGRESS MEETINGS	01315-1
01322	CONSTRUCTION PHOTOGRAPHS	01322-1
01325	CONSTRUCTION SCHEDULES	01325-1
01330	SHOP DRAWINGS, PROJECT DATA AND SAMPLES	01330-1
01350	ALTERATION PROJECT PROCEDURES	01350-1
01355	SECURITY	01355-1
01510	TEMPORARY LIGHTING AND POWER	01510-1
01513	TEMPORARY WATER	01513-1
01520	TEMPORARY SANITARY FACILITIES	01520-1
01525	FIELD OFFICES AND STORAGE SHEDS	01525-1
01540	SCAFFOLDING	01540-1
01560	TEMPORARY PARTITIONS AND PROTECTION	01560-1
01570	TEMPORARY CONTROLS	01570-1
01580	PROJECT IDENTIFICATION SIGNS	01580-1
01630	SUBSTITUTIONS AND PRODUCT OPTIONS	01630-1
01650	TRANSPORTATION AND HANDLING	01650-1
01660	STORAGE AND PROTECTION	01660-1
01730	CUTTING AND PATCHING	01730-1
01740	CLEANING	01740-1
01750	STARTING OF MECHANICAL/ELECTRICAL SYSTEMS	01750-1
01770	PROJECT CLOSEOUT	01770-1
01780	PROJECT RECORD DOCUMENTS	01780-1
01900	ASBESTOS WORK	01900-1

**SECTION 01100 SUMMARY OF WORK**

**PART 1 - GENERAL**

**1.01** The requirements of the Instructions to Bidders, General Conditions, Supplementary Conditions, Agreement between Owner and Contractor, all Specification Divisions herein, and the accompanying Contract Drawings govern the work of this project.

A. THE Agreement, General Conditions, Supplementary Conditions and the Instructions to Bidders shall apply equally to all work under all Contracts noted herein.

B. Where articles of the above documents are repeated in this Division, it is intended to elaborate or qualify such articles. It is not intended that other articles of the above documents shall be omitted or that additional requirements set forth in the above documents and noted herein shall be excluded from Contract requirements unless specifically noted as such hereinafter.

**1.02 MULTI PRIME CONTRACTS**

A. This entire project is to be constructed under a Multi Prime Contract. The work shall be the responsibility of each Contractor skilled in the installation of the systems as described within each division. Each Contractor may subcontract such work as requires mechanics other than those he normally employs, but the entire responsibility for complete performance of each Prime Contract shall remain with the Prime Contractor of each trade.\*\*

**1.03 DESCRIPTION OF WORK COVERED BY CONTRACT DOCUMENTS**

A. The work of this project covers the AHP Dialysis and Vent Unit Essential Electrical System at the Site of the Nassau University Medical Center, located at 2201 Hempstead Turnpike, East Meadow, New York as more fully set forth in the Contract Documents.\*\*

**1.04 DRAWINGS**

A. This project includes work indicated in the Contract Drawings listed herein below:

1. General Contract Drawings (All Trades)

DWG NO.	TITLE
T-001.00	Title Sheet

2. Architectural Contract Drawings (General Construction Contract)

DWG NO.	TITLE
A-001.00	Basement Demolition Plan
A-002.00	Basement Part Plans
A-003.00	Second Floor Reflected Ceiling Plan

3. Mechanical Contract Drawings (Mechanical Contract

DWG

<u>NO.</u>	<u>TITLE</u>
M-001.00	Mechanical Legends, Notes, and Abbreviations
M-101.00	Mechanical Demolition and New Work Part Plans
M-201.00	Mechanical Schedules, Details, and Control Diagrams

4. Electrical Contract Drawings (Electrical Contract)

DWG.

<u>NO.</u>	<u>TITLE</u>
E-001.00	Electrical Symbol List Abbreviations and Notes
E-101.00	Electrical Basement Demolition Plan
E102.00	Electrical Second Floor Demolition Plan
E201.00	Electrical Basement Power Plan
E202.00	Electrical Second Floor Power and Lighting Plans
E-301.00	Existing Conditions and Demolition Electrical Emergency System – One-Line Diagram
E-302.00	Existing Conditions and Demolition Electrical Emergency System – One-Line Diagram
E-303.00	Electrical Emergency System – One-Line Diagram
E-401.00	Electrical Part Plans (1 of 3)
E-402.00	Electrical Part Plans (2 of 3)
E-403.00	Electrical Part Plans (3 of 3)
E-404.00	Electrical Site Plan
E-501.00	Electrical Panel Schedules (1 of 9)
E-502.00	Electrical Panel Schedules (2 of 9)
E-503.00	Electrical Panel Schedules (3 of 9)
E-504.00	Electrical Panel Schedules (4 of 9)
E-505.00	Electrical Panel Schedules (5 of 9)
E-506.00	Electrical Panel Schedules (6 of 9)
E-507.00	Electrical Panel Schedules (7 of 9)
E-508.00	Electrical Panel Schedules (8 of 9)
E-509.00	Electrical Panel Schedules (9 of 9)
E-601.00	Electrical Detail Sheets (1 of 9)
E-602.00	Electrical Detail Sheets (2 of 9)
E-603.00	Electrical Detail Sheets (3 of 9)
E-603.00	Electrical Detail Sheets (4 of 9)
E-603.00	Electrical Detail Sheets (5 of 9)
E-603.00	Electrical Detail Sheets (6 of 9)
E-603.00	Electrical Detail Sheets (7 of 9)
E-603.00	Electrical Detail Sheets (8 of 9)
E-603.00	Electrical Detail Sheets (9 of 9)

5. Plumbing Contract Drawings (Plumbing/Fire Protection Contract)

DWG

<u>NO.</u>	<u>TITLE</u>
P-001.00	Plumbing Legend, Notes, Demolition and New Work Part Plan and Riser

P-201.00 Mechanical Demolition and New Work Part Plans

6. Fire Protection Drawing Set (Plumbing/Fire Protection Contract)

DWG

NO.

TITLE

FP-001.00

Fire Protection Legends, Notes, and Abbreviations

FP-201.00

Fire Protection Demolition and New Work Plans

**1.05 SPECIFICATIONS**

A. Construct all project work as shown and described in the Contract Documents, under a multi-prime contract.

B. This project includes work indicated in the Contract Specification Divisions listed below:

1. Division 1: General Requirements
2. Division 21: Fire Protection
3. Division 22: Plumbing
4. Division 23: Mechanical
5. Division 26: Electrical

**1.06 STANDARD SPECIFICATIONS AND ABBREVIATIONS**

A. The following abbreviations used in the Drawings and Specifications refer to organizations publishing specifications and standards. These shall be construed to mean the latest standard adopted and published at the date of advertisement for Bids and such specifications are made part of the Contract Documents to the same extent as if written out in full.

- AAMA - Architectural Aluminum Manufacturers Association
- ACI - American Concrete Institute
- ADC- Air Diffusion Council
- AGA- American Gas Association
- AHDGA - American Hot Dip Galvanizing Association
- AISC - American Institute of Steel Construction
- AMCA - Air Moving and Conditioning Association
- ANSI - American National Standards Institute
- ARI - American Refrigeration Institute
- ASE - American National Standard Safety Code for Elevators, ANSI A17.1
- ASHRAE - American Society of Heating, Refrigerating and Air Conditioning Engineers
- ASME - American Society of Mechanical Engineers
- ASSE - American Society of Sanitary Engineers
- ASTM - American Society of Testing Materials
- AWS - American Welding Society
- AWWA - American Water Works Association
- BOCA - Building Officials and Code Administrators
- BS&A - Board of Standards and Appeals (New York City)
- CBM - Certified Ballast Manufacturer
- CISPI - Cast Iron Soil Pipe Institute
- CRSI - Concrete Reinforcing Steel Institute
- EJMA - Expansion Joint Manufacturers' Association

EPA	-	Environmental Protection Agency
ETL	-	Electrical Testing Laboratories
FAA	-	Federal Aviation Authority
FDA	-	Food and Drug Administration
FIA	-	Factory Insurance Association
FM	-	Factory Mutual
FS	-	Federal Specifications
IEEE	-	Institute of Electrical and Electronics Engineers
IES	-	Illuminating Engineering Society
IPCEA	-	Insulated Power Cable Engineers Association
IRI	-	Industrial Risk Insurers
ISA	-	Instrument Society of America
JIC	-	Joint Industrial Council
MCAA	-	Mechanical Contractors Association of America
MSS	-	Manufacturers Standardization Society of Valve and Fittings Industry
NBPVI	-	National Board of Boilers and Pressure Vessel Inspectors
NBFU	-	National Board of Fire Underwriters
NCFPO	-	Nassau County Fire Prevention Ordinance
NCPHO	-	Nassau County Public Health Ordinance
NEC	-	National Electrical Code
NEMA	-	National Electrical Manufacturers Association
NESC	-	National Electric Safety Code
NFPA	-	National Fire Protection Association
NIST	-	National Institute of Standards and Technology
NPT	-	National Pipe Thread
NSF	-	National Sanitation Foundation
NYSDEC	-	New York State Department of Environmental Conservation
OSHA	-	Occupational Safety Health Act
PDI	-	Plumbing and Drainage Institute
PPI	-	Plastics Pipe Institute
SCSC	-	Suffolk County Sanitary Code
SDI	-	Steel Deck Institute
SHEMA	-	Steam Heating Equipment Manufacturers Association
SMACNA	-	Sheet Metal and Air Conditioning Contractors National Association, Inc.
SSPC	-	Steel Structures Painting Council
STI	-	Steel Tank Institute
TEMA	-	Tubular Exchangers Manufacturers Association
UL	-	Underwriters Laboratories, Inc.
USDC	-	United States Department of Commerce
USPHS	-	United States Public Health Service

#### 1.07 STANDARD DEFINITIONS

A. The following definitions apply to key words and phrases used in the Drawings and Specifications. Whenever these words appear on the Drawings or in the Specifications, they shall be construed to have the meaning as defined in this Section.

Amount - Used in reference to money.

Approval -	Final approval remains with the Owner. Engineer can approve submittals, applications and other Contractor requests within the conditions of the Contract.
Balance	- Refers to money left over or owed.
Both	- Means two, or requires two.
Building	- Individual or office responsible for Manager operation, maintenance and use of a facility.
But Not Limited to	- Other elements may be included.
Clean	- Means broom clean unless otherwise specified (e.g. vacuum, wipe, polish).
Commissioner	- The County Commissioner of Public Works of the County of Nassau or his duly authorized representative. **
Cooperate -	Work well with others (especially other prime contractors).
Coordinate	- Bring the work of others together with your own.
Direct	- Only the Owner has the authority to direct the Contractor. The Owner may delegate some of this direction to the Engineer.
Either	- Implies a choice (one of two).
Engineer	- Whenever the term "Engineer", or "Engineers", or a pronoun used in place thereof appears, it shall mean the Consulting Engineer retained by NUMC for the preparation of the Plans and Specifications for the AHP Dialysis and Vent Unit Essential Electrical System and designated by the Owner to act with the powers and duties of the Engineer as defined in the Contract Documents.**
Equipment	- Furnishings, equipment and other items which have individual identity such as doors, pumps, cabinets, tools and machines necessary to do the work.
Equipment	- Contractor's property after the project is Construction completed.
Etc.	- A collective term which means: and other similar items.
Fabricate -	To manufacture or assemble a component off-the-project site, usually at the Contractor's or supplier's shop.
Furnish	- To supply and deliver new supplies, materials and equipment.
Herein	- Located within this Specification.



- Hereinafter - As stated after this point in this Specification.
- Hereinbefore - As stated before in this Specification.
- Including - To enclose as part of the whole. Use in the inclusive sense.
- Install - Operation at the project site including handling, storage, unpacking, assembly, erection, placing, anchoring, applying connecting, working to dimensions, finishing, curing, protecting, cleaning and similar operations, as applicable in each instance.
- Materials - Components, other than equipment, required to do the project. Includes items such as sand, steel, sheet rock, nails, pipe.
- Or - Refers to an alternate means. Use in the exclusive sense.
- Owner - Wherever the term "Owner" appears it shall mean NUMC.\*\*
- Prepare - Make ready.
- Products - Includes supplies, materials and equipment needed to do the job.
- Provide - Furnish new materials or equipment and install them.
- Quantity - Used in connection with Volume such as pounds, gallons, cubic yards, pieces.
- Remainder- That which is left (e.g., work, materials).
- Replace - Reinstallation of material or equipment removed with refurbished or new material or equipment.
- Restore - To repair or alter the original form.
- Shall - Used when directing Contractor's work. Identifies mandatory work by Contractor.
- Suitable - Means reasonable, proper, correct, safe and necessary for the purpose intended as required by the Contract Documents.
- Supply - Furnish supplies, materials or equipment.
- Supplies - Items other than materials and equipment required to do the job. These include items such as water, construction paper, burlap.
- Will - Used when describing activities of Owner and Engineer.

**PART 2 - PRODUCTS**

AHP Essential Electrical System  
for Dialysis and Vent Unit

NuHealth #L160033-1179-1

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01100**

**SECTION 01120 - PHASE SCHEDULE**

**PART 1 - GENERAL**

- 1.01** Coordinate scheduling of work with Owner and/or construction manager.
- A. The facility will be occupied by the Owner's staff and residents continuously throughout the duration of this project.
- 1.02** Contractor shall plan and phase all work on electrical systems to minimize power outages to patient and egress areas.
- 1.03** Where removal of existing emergency generator is required, contractor shall provide temporary emergency power systems and connect all emergency circuits to temporary power system prior to demolition of existing emergency generator.
- 1.04** Where existing normal and emergency circuits are called for to be intercepted and extended to new equipment contractor shall coordinate with Owner/construction manager
- 1.05** **MAINTENANCE OF EXISTING FACILITIES AND CONDUCT OF THE WORK**
- A. The building will be occupied and in operation during the progress of the work. When necessary to temporarily halt building egress or flow of personnel traffic, confer with the Owner and arrange the period of interruption for a time mutually agreed upon. It is required that the work indicated and/or specified shall be carried out with a minimum of interference to the established routine of the building.
- B. No work shall be left incomplete nor any hazardous situations created which will affect the life or safety of the public and/or building occupants. At no time shall the work interfere with or cut off any of the existing services without the Owner's written permission.
- C. Materials required to be removed under this Division of work and turned over to the Owner have been indicated on the Drawings and in the Specifications. The Owner will designate the area or place the Contractor shall deliver and set in place any and all items.
- D. When necessary to temporarily disconnect any existing building utilities and service systems including feeder or branch circuiting supplying existing facilities, confer with the Owner and arrange the period of interruption for a time mutually agreed upon.
- E. Where replacement, relocation or modification of existing equipment is specified herein, provide and maintain all temporary services, connections, circuit protection and any other materials and appurtenances required for the uninterrupted operating condition of all affected systems.
- F. It is required that the work indicated and/or specified shall be carried out with a minimum of interference to the established routine of the building.
- G. The right is reserved to operate all existing electrical and mechanical equipment, and perform all required servicing and repairs to this equipment at all times. Existing equipment and existing building utilities and supporting service systems shall be operational at all times.

- H. All work is to be performed during normal business hours unless otherwise specified in the Contract Documents.
  - 1. If the Owner requires that any of the work be performed after normal business hours, on Sundays or legal Holidays, unless the work was specified as after-hours work in the Contract Documents, the Contractor shall notify the Owner in writing of the number of man hours required to perform the overtime work and the additional cost for premium labor charges prior to commencing work.
  - 2. The Contractor's allowance for overtime work, when such work is required by the Owner, shall be the difference between the labor cost as proposed in the base bid and the labor cost to perform the work on overtime, computed in man hours.
- I. The Contractor shall substantially complete his work within the number of calendar days as quoted by the Contractor in his proposal. Perform work after regular working hours, on Sundays or legal holidays, when necessary, without additional cost to the Owner in order to meet the proposed completion date.
- J. Work around-the-clock, as well as weekends, if any unscheduled interruption or work interference to the existing electrical or mechanical systems should occur, due to the Contractors work, until such existing systems are fully restored and operational. There shall be no additional cost to the Owner.
- K. All overtime work shall be approved by the Owner.
- L. If any unscheduled interruption or work interference to the existing electrical systems occur, the Contractor shall be prepared, at his own expense to work around-the-clock as well as weekends, until such existing electrical systems are fully restored and operational.
- M. Before shutting off a section of the fire service system to make sprinkler system connections, notify the authority having jurisdiction, plan the work carefully, and assemble all materials to enable completion in the shortest possible time. Work started on connections shall be rushed to completion without interruption, and protection restored as promptly as possible. During the impairment, provide emergency hose lines, additional fire pails and extinguishers, and maintain extra watch service in the areas affected.
- N. When changes involve shutting off water from any considerable number of sprinklers for more than a few hours, temporary water supply connections shall be made to sprinkler systems so that reasonable protection can be maintained. In adding to old systems or revamping them, protection shall be restored each night. Notify the members of the private fire brigade as well as the public fire department as to conditions.

**1.05 PHASING\*\***

- A. Construct new ATS room and electrical closets throughout facility.
- B. Provide temporary power via roll up emergency generator set.
- C. Furnish and install emergency equipment in ATS room with associated electrical distribution.

- D. Temporarily power emergency circuits from temporary power system.
- E. Provide new electrical service from new utility pole with associated pad mounted transformer and primary/secondary feeders to building.
- F. Demolish and remove existing emergency generator set.
- G. Furnish and install new emergency generator and feeders to ATS room.
- H. Provide new normal power electrical distribution system.
- I. After emergency system is tested and accepted, transfer emergency circuits to new energy system.
- J. Perform selective demolition of equipment and wiring made obsolete by execution of project.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01120**

**SECTION 01250 - CHANGE ORDER PROCEDURES**

**PART 1 - GENERAL**

**1.01 REQUIREMENTS INCLUDED**

- A. Implement Change Order Procedures Promptly
  - 1. Provide full written data required to evaluate changes.
  - 2. Maintain detailed records of work done on a time-and-material basis.
  - 3. Provide full documentation to Owner on request.
- B. Designate in writing the member of Contractor's organization who:
  - 1. Accepts changes in the work as the Contractor's authorized representative.
  - 2. Informs others in the Contractor's employ of the authorization of changes in the work.
- C. Owner will designate in writing the person who is authorized to execute Change Orders.

**1.02 RELATED REQUIREMENTS SPECIFIED ELSEWHERE**

- A. Review the Contractual Agreement for the amounts of established unit prices.
- B. Use the Contract's General Conditions for:
  - 1. Methods of determining cost or credit to Owner resulting from changes in work made on a time-and-material basis.
  - 2. Contractor's claims for additional costs.

**1.03 PRELIMINARY PROCEDURES**

- A. Owner or Engineer may initiate the change procedure by submitting a Proposal Request to Contractor. Such request is for information only, and is not an instruction to execute the changes, nor to stop work in progress. Request will include:
  - 1. Detailed description of the change, products, and location in the project.
  - 2. Supplementary or revised Drawings and Specifications.
  - 3. The projected time span for making the proposed change, and a specific statement as to whether or not overtime work is authorized.
- B. Respond to Owner's Change Order inquiry by submitting a written notice to Owner, in which the Contractor will:
  - 1. Describe the proposed changes.
  - 2. State the reason for making the changes.

3. State the effect on the Contract Sum and the Contract Time, as well as the work of separate contractors.
4. Document with supporting data, any change in Contract Sum or Contract Time, as appropriate.

**1.04 CONSTRUCTION CHANGE AUTHORIZATION**

- A. In lieu of the response to the inquiry for the proposed change, Owner may issue a Construction Change Authorization for the Contractor to proceed with the change for subsequent inclusion as a Change Order.
- B. Authorization will include the following:
  1. Description of changes in the work, both additions and deletions.
  2. Attachments of revised Contract Documents to define details of the change.
  3. Designation of the method of determining any change in the Contract Sum and any change in Contract Time.
- C. Owner will sign and date the Construction Change Authorization as authorization for the Contractor to proceed with the changes.
- D. Sign and date the Construction Change Authorization to indicate agreement with the terms therein and return original copy to the Owner.

**1.05 DOCUMENTATION OF PROPOSALS AND CLAIMS**

- A. Support each quotation for a lump sum proposal, and for each unit price which has not previously been established, with sufficient substantiating data to allow Owner to evaluate the quotation.
- B. Provide, on request, additional data to support time and cost computations for the following requirements:
  1. Labor.
  2. Equipment.
  3. Products, including unit cost and quantities.
  4. Taxes, insurance and bonds.
  5. Credit for the work deleted from Contract, similarly documented.
  6. Overhead and profit.
  7. Justification for any change in Contract Time.
- C. Support each claim for additional costs, and for work done on a time-and-material basis, with documentation as required for a lump sum proposal. Also include the following additional information:
  1. Identify name of the Owner's authorized agent who ordered the work, and date of the

order.

2. Include dates and times work was performed, and by whom.
  3. Summarize time record of hours worked and hourly rates paid.
  4. Include receipts and invoices for equipment and products used, as well as those of subcontractors.
- D. Document requests for substitutions for products as specified herein.

**1.06 PREPARATION OF CHANGE ORDERS**

- A. Owner will prepare each Change Order.
- B. Change Order will describe changes in the work, both additions and deletions, with attachments of revised Contract Documents to define details of the change.
- C. Use Change Order to provide an accounting input for the adjustment in the Contract Sum and in the Contract Time.

**1.07 LUMP SUM/FIXED PRICE CHANGE ORDER**

- A. Content of Change Orders will be based on either:
  1. Owner's proposal request and Contractor's responsive proposal as mutually agreed between Owner and Contractor.
  2. Contractor's proposal for a change, as approved by Owner.
- B. Owner will sign and date the Change Order as authorization for the Contractor to proceed with the changes.
- C. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.

**1.08 UNIT PRICE CHANGE ORDER**

- A. Content of Change Orders will be based on one of the following:
  1. Owner's definition of the scope of the required changes.
  2. Contractor's proposal for a change, as recommended by Owner.
  3. Survey of completed work.
- B. The Change Order unit prices to be those:
  1. Stated in the Agreement; or,
  2. Mutually agreed upon between Owner and Contractor.
- C. When quantities of each of the items affected by the Change Order can be determined prior to



start of the work:

1. Owner will sign and date the Change Order as authorization for Contractor to proceed with the changes.
  2. Owner and Contractor will sign and date the Change Order to indicate their agreement with the terms therein.
- D. When quantities of the items cannot be determined prior to start of the work:
1. Owner will issue a Construction Change Authorization directing Contractor to proceed with the change on the basis of unit prices, and will cite the applicable unit prices.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01250**

**SECTION 01300 - CONTRACTOR'S ADMINISTRATIVE PROVISIONS**

**PART 1 - GENERAL**

- 1.01 Drawings and Specifications identify general arrangement and locations of facilities, equipment and the work of various systems.
- 1.02 Reference Drawings (if any) accompany the Contract Drawings to provide the Contractor additional information concerning the work.
- 1.03 Avoid measuring any scale Drawings. All firm dimensions must be maintained.
- 1.04 Consult the Engineer for guidance as to interpretation of Drawings with regard to dimensions before laying out any of the work.
- 1.05 Make reasonable modifications in layout, with approval of Owner and without extra charge, needed to achieve symmetry with architectural elements in order to prevent conflict with work of other trades or for the proper execution of the work.
- 1.06 Check Drawings of other trades relating to work to verify spaces in which the work will be installed, in order to maintain headroom and space conditions at all points. Refer to architectural details in completing and correlating work.
- 1.07 Verify all measurements at the site. Be responsible for correctness of same as related to the work.
- 1.08 Study the Drawings and Specifications carefully; visit the site to ascertain actual conditions, as well as the nature and exact quantity of work to be performed. No extra will be allowed if the Contractor fails to examine the site, or having examined the site, the Contractor fails to notify the Owner in writing of any discrepancies that he may have noted between the existing conditions and the Drawings and Specifications.
- 1.09 Cooperate with all other Contractors who furnish and install work in connection with the work described herein, giving them complete data as to his requirements. Notify Engineer of any condition that will interfere with proper completion of this work. Cooperate in the scheduling of the work of this section with the work of other sections and/or contracts so as not to delay job progress.
- 1.10 Plan the work in advance, and coordinate all space requirements with the other trades involved. Where conflicts occur, request clarification through the Owner. Coordinate the work of this Division with the work of other trades with regard to:
- A. Heights above finished floors.
    - 1. Clearance for pipes, conduits, ducts and access doors/covers.
  - B. Location of equipment and system components.
  - C. Providing building and equipment shelter prior, during and after rigging of equipment/materials.
- 1.11 Comply with Owner (Building Management) Regarding Maintenance of Existing Facilities and Conduct of the Work

- A. The building will be occupied and in operation during the progress of the work. When necessary to halt building egress or flow of personnel traffic temporarily, confer with the Owner and arrange the period of interruption for a time mutually agreed upon. It is required that the work indicated and/or specified shall be carried out with a minimum of interference to the established routine of the building.
  - B. Avoid leaving work incomplete. Avoid creating any hazardous situations which could affect the life or safety of the public and/or building occupants. At no time shall the work interfere with or cut-off any of the existing services without the Owner's written permission.
  - C. Provide and maintain all temporary services, connections, circuit protection and any other materials and appurtenances required for the uninterrupted operating condition of all existing systems which are replaced, relocated or modified as specified.
  - D. Carry out the work with a minimum of interference to the established routine of the building.
  - E. The Owner reserves the right to operate all existing electrical and mechanical equipment and perform all required servicing and repairs to this equipment at all times. Existing equipment and existing building utilities and supporting service systems shall be operational at all times.
  - F. All work is to be performed during normal business hours unless otherwise specified in the Contract Documents.
    - 1. If the Owner requires that any of the work be performed after normal business hours, on Sundays or legal Holidays, unless the work was specified as after-hours work in the Contract Documents, the Contractor shall notify the Owner in writing of the number of man hours required to perform the overtime work and the additional cost for premium labor charges prior to commencing work.
    - 2. The Contractor's allowance for overtime work, when such work is required by the Owner, shall be the difference between the labor cost as proposed in the base bid and the labor cost to perform the work on overtime, computed in man hours.
  - G. The Contractor shall substantially complete his work within the number of calendar days as quoted by the Contractor in his proposal. Perform work after regular working hours, on Sundays or legal holidays, when necessary, without additional cost to the Owner in order to meet the proposed completion date.
  - H. Work around-the-clock, as well as weekends, if any unscheduled interruption or work interference to the existing electrical or mechanical systems should occur, due to the Contractor's work, until such existing systems are fully restored and operational. There shall be no additional cost to the Owner.
  - I. All overtime work shall be approved by the Owner.
- 1.12 Provide and maintain all temporary services, connections, circuit protection and any other materials and appurtenances required for the uninterrupted operating condition of all systems when replacement, relocation or modification of existing equipment is required.

- 1.13 Provide, erect, maintain and be responsible for the safe and legal use of all scaffolding, hoisting and rigging or additional bracing and services required for the delivery or erection of the equipment and construction materials provided or installed under this Contract. Determine the specific arrangements for furnishing and use of all such scaffolding and hoisting equipment, and remove such equipment when it is no longer required.
- 1.14 Remove from the site all materials required to be removed and not reinstalled, under each Division of the work. Unless otherwise indicated, this material shall become the property of the Contractor. The expense of removing such materials, as well as the salvage value thereof, shall be considered in making up the Bid Proposal.
- 1.15 Turn over to the Owner, materials and equipment indicated on the Drawings and in the Specifications. The Owner shall designate the area or place the Contractor shall deliver and set in place any and all items.
- 1.16 Provide any and all safeguards required by any law or ordinance, including permits and insurance requirements. Take all proper precautions to prevent accidents or damage to persons or to public or private property about the premises and erect and maintain proper danger signs and temporary fencing.
- A. The Contractor shall indemnify the Owner and the Engineer against all claims, suits, damages and judgments, including counsel fees and disbursements incurred in the defense of any action to which he may be subjected by reason of such negligence.
- 1.17 **PROVIDE AND PAY FOR THE FOLLOWING, EXCEPT AS SPECIFICALLY NOTED:**
- A. Labor, materials and equipment.
- B. Tools, construction equipment and machinery.
- C. Water, heat and utilities required for construction.
- D. Other facilities and services necessary for proper execution and completion of work.
- E. All legally required taxes, including sales, consumer and use, except where the Owner is exempt from sales tax or products permanently incorporated in the work. Contractor shall obtain the sales tax exemption certificate number from the Owner.
- F. All permits, fees, controlled inspections, tests, certificates of approval and licenses, as necessary for the proper execution and completion of the work, and as applicable at the time of receipt of bids.
- G. Administer all applicable notices.
- 1.18 **CODES, REGULATIONS AND STANDARDS**
- A. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of the work. This includes, but is not limited to the following:

1. Federal, state and local codes having jurisdiction.
2. NFPA.
3. NEC.

- B. Provide new and approved materials, as well as equipment for all applications, unless otherwise noted. Materials, equipment, sizes and methods of construction not described in the Specifications or detailed on the Drawings, shall conform with the applicable codes and standards. Defective or damaged materials shall be replaced or repaired in a manner approved by the Owner, at the Contractor's expense.
- C. Install the approved equipment and materials in strict accordance with all pertinent codes and regulations, the original design, and the manufacturer's recommendations.

**1.19 INSPECT PREMISES BEFORE THE WORK BEGINS**

- A. Inspect carefully, the installed work of all other trades, prior to starting work of each Division. Verify that all such work is complete and in accordance with all pertinent codes, regulations, original design, and referenced standards.
- B. Verify that the work may be installed in accordance with the original design, all pertinent codes and regulations, and the manufacturer's recommendations.
- C. Notify the Engineer if conditions or surfaces exist which are detrimental to the proper and expeditious installation of the work. Starting on the work shall imply acceptance of the surfaces and conditions to perform the work as specified.
- D. Verify dimensions taken at the job site and affecting the work. Bring field dimensions which are at variance with the work to the attention of the Engineer.
- E. Notify the Engineer immediately of any discrepancy.
- F. Delay proceeding with installations in cases of discrepancies until all such discrepancies have been completely resolved.

**1.20 QUALITY, WORKMANSHIP, MATERIALS AND SAFETY**

- A. Provide all work as first-class in every respect.
1. Perform the work neatly in a practical and workmanlike manner.
  2. Use sufficient mechanics skilled in their work, using the best practices of their trade.
  3. Provide competent supervision continuously.
  4. Organize the work in advance of execution.
  5. Carry out the work efficiently without delays which would impede progress or the quality of the work of other trades and the job as a whole.
- B. Avoid use of unfit means or employment of unskilled workers which could cause strikes, work

stoppages, jurisdictional disputes, etc., on Owner's premises.

- C. Discharge from the work, any person identified by the Owner in writing, who is incompetent, careless, disorderly, or otherwise unsatisfactory. He shall not again be employed on this work, except with the consent of the Owner.
- D. Submit a report to the Owner each morning, if requested, showing the number of mechanics and foremen employed on the job.
- E. Submit catalogued materials for approval by catalog number or copies of catalog data as required by the Owner.
- F. Provide only acceptable materials for this work. Inspection tests, or acceptance of any materials prior to shipment shall not be deemed as a final acceptance of the materials. The Owner may inspect or require tests or analysis of any portion of the materials at any time after delivery to the site either before or after installation. Any material which is found to be defective or which does not otherwise conform to the requirements of the Specifications, shall be rejected and removed from the site.
- G. Avoid the use of any material which has not been inspected or tested, and accepted.
- H. Use expertise to prepare and execute all work with minimal interruptions. Techniques such as prefabrication, on or off site, is a responsibility of the Contractor and shall be used throughout all of the work, subject to written approval by the Owner.
- I. Install all materials and equipment in accordance with the manufacturer's recommendations.
- J. Store all materials, construction equipment, supplies and equipment to be incorporated in the work, in a safe manner so as not to injure the work. Storage should also provide free access at any time, to all parts of the work and to all installations in the vicinity of the work. Materials and equipment shall be kept neatly piled and compactly and conveniently stored so as not to hinder on-going operations.
- K. Provide suitable and adequate storage methods for materials and equipment during the progress of the work, including approved weathertight storage for all materials and equipment which might deteriorate or fail to function if left unprotected. Provide protection against damage or deterioration for all equipment during storage, and after installation, until the equipment and systems are put to use by the Owner.
- L. Provide the necessary protection for materials and equipment against adverse environmental conditions. When required, protection shall be provided by use of tarpaulins, wood, polyethylene plastic sheet shelters, or other approved means. The Owner may suspend construction operations at any time, when in his judgment, weather conditions are unsuitable or the proper precautions are not being taken.
- M. Install work so as to be readily accessible for operation, maintenance, and repair.
- N. The Owner reserves the right to make emergency repairs as required to keep equipment in operation without voiding the Contractor's guarantee bond, nor relieving the Contractor of his responsibilities during the bonding period.

- O. Agree to the most thorough inspection of the work at all times by the Owner or Engineer. This includes all labor performed and materials furnished, delivered, or intended to be used in the work, including manufacture, preparation, and testing. Keep the Owner advised of the progress of the off-site work requiring inspection or witnessing of tests, so that arrangements may be made for inspection at the proper time.
- P. Prepare schedules of proposed interruptions where delays are necessary, to avoid hazards to personnel, property or possible contamination. Provide Owner reasonable time to respond with written approval.
- Q. Verify, during installation, that all surfaces are dry and free of foreign materials, standing water or other conditions which would interfere with good application or installation practices.
- R. Provide labor, tools and all test equipment for the final inspection of the work. All failures detected in the final inspection shall be uncovered and repaired to the satisfaction of the Owner, and at the expense of the Contractor.
- S. Exercise special care if the facility processes a product for human consumption. If so, it is mandatory there be no contamination or possible causes of contamination. Further, all Contractor personnel must be directed to perform all work in such a manner as to preclude dirt, dust, odors and/or contamination. The Contractor shall police all his personnel and those servicing him in any capacity, to ensure cleanliness.
- T. Confine and contain operations involving dust generation, demolition, cleaning, and surface preparation operations. This will eliminate potential contamination, minimize hazards to Owner's employees and public, and safeguard surrounding facilities and operations.
- U. Broom clean the work area daily.

**1.21 GUARANTEE**

- A. Guarantee to the Owner, that all work provided under this Contract will perform safely, properly and continue to function as intended.
- B. Furnish, in writing, a complete guarantee, satisfactory to Owner, against defective materials and improper workmanship for all parts, components and operation for a period of one year from the date of acceptance of the complete installation by the Owner.
- C. Provide, to the Owner, all manufacturer's warranties for such warranted material, equipment and systems. Manufacturer's warranty for material, equipment and systems must extend directly to the Owner.
- D. Protect the work from damage by others.
- E. Repair, or if necessary, replace to the Owner's satisfaction, all defective work and all damaged adjacent work without additional cost to the Owner.

**1.22 LUBRICATION AND ADJUSTMENT**

- A. Lubricate properly, all furnished equipment and/or installed equipment when connected and before commencing equipment operation.
- B. Be responsible for any damage to new equipment operated without proper lubrication.
- C. Adjust all equipment in this work, as required, to function properly.

**1.23 CONTRACTOR USE OF PREMISES**

- A. Confine operation at site to areas permitted by law, ordinances, permits, Contract Documents, and as identified by the Owner.
- B. Maintain site reasonably unencumbered of materials or equipment.
- C. Avoid loading structure with weight that will cause a dangerous condition.
- D. Assume full responsibility for protection and safekeeping of products stored on premises.
- E. Move any stored products which interfere with operations of Owner or other Contractors.
- F. Obtain and pay for use of additional storage or work areas needed for operations.
- G. Limit use of site to work and storage.
- H. Limit use of Owner's elevators as identified in Section 01650 of this Division.
- I. Keep all fire exits clear at all times for emergency egress. Maintain access to project and facilities for fire fighting equipment and personnel.
- J. Protect, as directed by the Owner's Representative, all walls, floors, mail chutes and stair doors in public areas subject to construction traffic.
- K. Prohibit placement of materials, tools and equipment on window sills and other Owner equipment which is not part of the work.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01300**



**SECTION 01310 - PROJECT COORDINATION (CONSTRUCTION MANAGEMENT)**

**PART 1 - GENERAL**

**1.01** Organize the work well in advance of operation, and carry out work efficiently to avoid delays which would impede progress of other trades and the job as a whole.

- A. Plan the work in advance, and coordinate all space requirements with the other trades involved. Where conflicts occur, request clarification through the Owner. The work in each Division shall be coordinated with the work of other trades with regard to:
  - 1. Heights above finished floors.
  - 2. Clearance for pipes, conduits, ducts and access doors/covers.
  - 3. Location of equipment and system components.
- B. Lay out the work carefully in advance to avoid unnecessary cutting, channeling, chasing or drilling of floors, walls, partitions, ceilings or other surfaces. Where such work is necessary, however, the work shall be done carefully. Any damage to the building or equipment shall be patched and/or repaired in an approved manner by skilled mechanics at no additional cost to the Owner.

**1.02** **PROJECT COORDINATION**

- A. Coordination of the work of the several Prime Contractors for the project shall be the responsibility of the Construction Manager.
- B. Each Prime Contractor shall:
  - 1. Coordinate work of his own employees and subcontractors.
  - 2. Expedite his work to assure compliance with schedules.
  - 3. Coordinate his work with other Prime Contractors and work by Owner.
  - 4. Comply with orders and instructions of the Construction Manager.

**1.03** **CONSTRUCTION ORGANIZATION AND START-UP**

- A. The Construction Manager shall establish the following on-site lines of authority and communications:
  - 1. Schedule and conduct pre-construction meeting and progress meetings.
  - 2. Establish procedures for intra-project communications, including but not limited to the following:
    - a. Submittals
    - b. Reports and records
    - c. Recommendations
    - d. Coordination drawings
    - e. Schedules

- f. Resolution of conflicts
- 3. Interpret Contract Documents
  - a. Consult with Engineer to obtain interpretation.
  - b. Assist in resolution of questions or conflicts which may arise.
  - c. Transmit written interpretations to Prime Contractors, and to other concerned parties.
- 4. Assist in Obtaining Permits and Other Approvals
  - a. Include building permits and special permits required for work or for temporary facilities.
  - b. Verify that Prime Contractors and subcontractors have obtained inspections for work and for temporary facilities.
- 5. Control the Use of Site
  - a. Supervise field engineering and site layout.
  - b. Allocate space for each Prime Contractor's use for field offices, sheds, and work and storage areas.
  - c. Allocate field office and storage space, as well as, work and storage areas for the use of each Prime Contractor.
  - d. Establish access, traffic and parking allocations and regulations.
  - e. Monitor use of site during construction.

**1.04 CONSTRUCTION MANAGER DUTIES**

- A. Maintain Construction Schedules
  - 1. Coordinate schedules of the several Prime Contractors.
  - 2. Prepare a detailed schedule of basic operations for all Prime Contractors.
    - a. Each Prime Contractor shall prepare subschedules to comply with planning for critical phases.
  - 3. Monitor Schedules as Work Progresses
    - a. Identify potential variances between scheduled and probable completion dates for each phase.
    - b. Recommend to Owner adjustments in schedule to meet required completion dates.

- c. Adjust schedules of Prime Contractors as required.
    - d. Document changes in schedule. Submit to Owner and to involved Prime Contractors.
  - 4. Observe Work of each Contractor to Monitor Compliance with Schedule
    - a. Verify that labor and equipment are adequate for the work and the schedule.
    - b. Certify that product procurement schedules are adequate.
    - c. Verify that product deliveries are adequate to maintain schedule.
    - d. Report non-compliance, to Owner, with recommendation for changes.
- B. Process Shop Drawings, Product Data and Samples
  - 1. Prior to submittal to Engineer, review for compliance with Contract Documents, including but not limited to the following:
    - a. Field dimensions and clearance dimensions.
    - b. Relation to available space.
    - c. Relation to other contracts and to other trades.
    - d. Effect of any changes on the work of any other contracts or other trades.
- C. Review Coordination Drawings Prepared by Mechanical and Electrical Contractors
  - 1. Review for compliance with Contract Documents, prior to submittal to Engineer.
- D. Prepare coordination drawings as required to resolve conflicts and to assure coordination of the work of, or affected by, mechanical and electrical trades, or by special equipment requirements.
- E. Provide the following necessary inspection and testing:
  - 1. Inspect work to assure performance in accord with requirements of Contract Documents.
  - 2. Administer special testing and inspections of suspect work.
  - 3. Reject work which does not comply with requirements of Contract Documents.
  - 4. Coordinate testing laboratory services.
    - a. Verify that required qualified laboratory personnel are present.
    - b. Verify that tests are made in accordance with specified standards.
    - c. Review test reports for compliance with specified criteria.
    - d. Recommend and administer any required retesting.

- F. Monitor the Use of Temporary Utilities
  - 1. Verify that adequate services are provided and maintained.
  - 2. Coordinate use of Owner's facilities.
- G. Monitor Contractors' Regular Cleaning of the Premises
  - 1. Enforce compliance with Specifications.
  - 2. Resolve any conflicts.
- H. Arrange for Delivery of Owner-Furnished Products
  - 1. Inspect condition of supplies, materials and/or equipment at delivery.
  - 2. Turn over to appropriate Contractor; and, obtain a receipt.
- I. Changes and Substitutions
  - 1. Recommend necessary or desirable changes to Owner.
  - 2. Review Contractors' requests for changes and substitutions; submit recommendations to Owner.
  - 3. Assist Owner in negotiating Change Orders.
  - 4. Promptly notify all Contractors of pending changes for substitutions.
- J. Provide Cost Control for the Project
  - 1. Revise and refine the approved estimate of construction cost periodically:
    - a. Record actual costs, and estimates for uncompleted work.
    - b. Incorporate approved changes as they occur.
    - c. Develop cash flow reports and projections.
  - 2. Maintain cost accounting records for authorized work performed under:
    - a. Unit costs.
    - b. Actual costs for labor and materials.
    - c. Other basis requiring accounting records.
  - 3. Implement procedures for review and processing of Contractors' applications for progress payments and for final payments.
    - a. Review each application for payment. Submit recommendations to Owner.
- K. Maintain Reports and Records at Job Site
  - 1. Make reports and records available to Owner.
  - 2. Keep daily log of progress of work of each Contractor.

3. Keep the following on file with the records:
  - a. Contracts.
  - b. Purchase orders.
  - c. Materials and equipment records.
  - d. Applicable handbooks, codes and standards.
  - e. Authorizations for change orders.
4. Obtain information from Contractors, and maintain file of their record documents.
5. Assemble documentation for handling of claims and disputes.

1.05

**CONSTRUCTION MANAGER CLOSE-OUT DUTIES**

- A. Monitor start-up of mechanical and electrical equipment.
  1. Coordinate check-out of utilities, operational systems and equipment.
  2. Assist in initial equipment/system start-up and testing.
  3. Record start dates of operation for systems and equipment.
  4. Submit to Owner written notice of beginning of warranty period for equipment put into service.
- B. Conduct an inspection at completion of work of each Contract, to assure that:
  1. Cleaning is complete as specified.
  2. Removal of temporary facilities from site is complete.
  3. Completion of work is in accordance with Contract Documents.
- C. Verify Substantial Completion
  1. Conduct an inspection to confirm or supplement to Contractor's list of work to be completed or corrected.
  2. Assist Owner in inspection.
  3. Supervise correction and completion of work as established in Certificate of Substantial Completion.
- D. Coordinate prior to Final Completion, the established responsibilities of the Contractor and the Owner, when Owner occupies a portion of project.
- E. Verify Final Completion
  1. Conduct an inspection to verify completion of work for each Contractor who determines his work is finally complete.

2. Assist Owner in final inspection.

F. Administer Contract Closeout

1. Receive and review Contractors' final submittals.
2. Transmit to Owner with recommendations for action.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01310**

**SECTION 01315 - PROGRESS MEETINGS**

**PART 1 - GENERAL**

- 1.01** Prime Contractors or Construction Manager shall schedule and administer progress meetings.
- A. Prepare agenda.
  - B. Distribute written notice and agenda of regular and special meetings four working days in advance of scheduled date.
  - C. Make physical arrangements for meetings.
  - D. Preside at meetings.
  - E. Record minutes; include significant proceedings and decisions.
  - F. Distribute copies of minutes to participants, within four days after meetings.
- 1.02** Owner may attend all meetings to ascertain that work is expedited consistent with Construction Schedule and with Contract Documents.
- 1.03** **PRECONSTRUCTION MEETING**
- A. Contractor to schedule within 15 days after date of Notice to Proceed.
  - B. Plan for the following attendance by others:
    - 1. Owner.
    - 2. Owner's consultants.
    - 3. Other Prime Contractors.
    - 4. Major subcontractors of all Prime Contractors.
    - 5. Representatives of governmental or other regulatory agencies having jurisdiction.
  - C. Prepare agenda which should have at least the following items:
    - 1. Tentative Construction Schedule.
    - 2. List of major subcontractors.
    - 3. Explanation of items a. and b., immediately above, which should be distributed in advance for adequate preparation by participants.
    - 4. Critical work sequencing.
    - 5. Relation and coordination of Prime Contractors.

6. Designation of responsible personnel.
7. Processing of field decisions and Change Orders.
8. Adequacy of distribution of Contract Documents.
9. Submittal of shop drawings, project data and samples.
10. Procedures for maintaining record documents.
11. Use of premises:
  - a. Office and storage areas.
  - b. Owner's requirements.
  - c. Limitations and restrictions.
12. Major equipment deliveries and priorities.
13. Safety and first aid procedures.
14. Security procedures.
15. Housekeeping procedures.

**1.04**     **PROGRESS MEETINGS**

- A. Schedule regular project meetings with NUMC and Lizardos Engineering.
- B. Schedule special meetings as progress of work requires.
- C. Specify location of meetings: As indicated in notice.
- D. Include in attendance list:
  1. Owner and his consultants.
  2. Other Prime Contractors.
  3. Subcontractors, as pertinent to agenda.
  4. Representatives of governmental or other regulatory agencies.
- E. Include the following minimum agenda for each meeting:
  1. Review and approve minutes of previous meeting.
  2. Review work progress since last meeting.
  3. Note field observations, problems, Change Orders and decisions.
  4. Identify problems which impede planned progress.



5. Review off site fabrication problems.
  6. Develop corrective measures and procedures to regain planned schedule.
  7. Revise Construction Schedule as indicated.
  8. Plan progress during next work period.
  9. Coordinate projected progress with other Prime Contractors.
  10. Review submittal schedules, expedite as required to maintain Construction Schedule.
  11. Review maintaining of quality and work standards.
  12. Review changes proposed by Owner for:
    - a. Effect on Construction Schedule.
    - b. Effect on completion date.
    - c. Effect on cost.
  13. Complete other current business.
- F. Maintain minutes of all meetings on file and provide Owner/Engineer, attendants and other interested parties with a copy of all minutes.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01315**

**SECTION 01322 - CONSTRUCTION PHOTOGRAPHS**

**PART 1 - GENERAL**

**1.01 DESCRIPTION**

- A. Provide 8 inch x 10 inch construction photographs taken on first and 15th day of each month or as otherwise noted.
- B. Provide photographs, in addition to the above, when they do not coincide with scheduled times, at the following stages of construction: \*\*
  - 1. After Phase 1.
  - 2. After Phase 2.
  - 3. After Phase 3.
- C. Provide the following views and quantities:
  - 1. Take photographs from three different views at each specified date.
  - 2. Furnish three prints of each view.
- D. Quote unit prices in bid.
- E. Selection of photographer by Owner. Also, Owner will direct photographer's activities.
- F. Provide access to site and to work for photographer and his personnel.
- G. Employ separate photographer, and pay for his services, for photography for Contractor's use.

**1.02 NEGATIVES**

- A. Give negatives to Owner upon substantial completion of entire project.
- B. Furnish additional prints prior to that time, to Owner and Engineer, at commercial rates applicable at time of purchase.

**1.03 IDENTIFICATION**

- A. Identify on the back of each print the following information:
  - 1. Name of project.
  - 2. Description of view.
  - 3. Time and date of exposure.
  - 4. Key plan with North arrow, indicate location of camera with a direction of view arrow.
  - 5. Name and address of photographer.

6. Photographer's numbered identification of exposure.

**1.04 VIEWS REQUIRED**

- A. Consult with Owner for instructions concerning views required at each specified visit to site.
- B. Photograph from locations to illustrate adequately state of project, or condition of construction.

**1.05 DELIVERY OF PRINTS**

- A. Deliver one set of prints to each of the following:
  - 1. Engineer.
  - 2. Owner.
  - 3. Project Record Documents File.
  - 4. Contractor.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01322**

**SECTION 01325 - CONSTRUCTION SCHEDULES**

**PART 1 - GENERAL**

**1.01** Provide projected Construction Schedule for entire work at the beginning of the project. Revise periodically.

**1.02** Coordinate the following:

- A. Schedules of other Prime Contractors. These shall be available for inspection.
- B. Schedule for this work with schedules of other Prime Contractors.
- C. Resolution of schedule conflicts of various Prime Contractors will be by the Owner's representative or Construction Manager.

**1.03** **FORM OF SCHEDULES**

- A. Prepare a horizontal bar chart to display schedule of the work.
  - 1. Provide separate horizontal bar row for each trade or operation.
  - 2. List activities in the same sequence as in the Specification.
  - 3. Identify each row by major Specification Section Number.
  - 4. Identify first work day of each week in the horizontal time scale.
  - 5. Allow space for updating and correcting.

**1.04** **CONTENT OF SCHEDULES**

- A. Provide complete sequence of construction by activity.
  - 1. Show the following for submittal of shop drawings, project data and samples:
    - a. Submittal dates.
    - b. Dates reviewed copies will be required.
  - 2. Identify decision dates for:
    - a. Products specified by allowances.
    - b. Selection of finishes.
  - 3. List product procurement and delivery dates.
  - 4. Identify scheduled dates for beginning and completion of each element of construction, specifically, but not limited to the following:
    - a. Concrete placement.
    - b. Subcontractor work.
    - c. Equipment installations.
    - d. Equipment tests.

- B. Identify work of separate floors, or separate phases, or other logically grouped activities.
- C. Show projected percentage of completion for each item of work as of first day of each month.
- D. Provide separate subschedules, showing submittals, review times, procurement schedules and delivery dates.
- E. Provide subschedules to define critical portions of entire schedule.

**1.05 UPDATING**

- A. Show all changes occurring since previous submission of updated schedule.
- B. Indicate progress of each activity, show completion dates, including the following:
  - 1. Major changes in scope.
  - 2. Activities modified since previous updating.
  - 3. Revised projections due to changes.
  - 4. Other identifiable changes.
- C. Provide narrative report, including the following:
  - 1. Discuss problem areas, such as current and anticipated delay factors, and their impact.
  - 2. Identify corrective action taken, or proposed, and its effect.
  - 3. Explain effect of changes in schedule on other Prime Contractors or subcontractors.
  - 4. Describe revisions to the following:
    - a. Effect on schedule due to change of scope.
    - b. Revisions in duration of activities.
    - c. Other changes that may affect schedule.

**1.06 SUBMITTALS**

- A. Submit initial schedules within 15 days after date of Notice to Proceed.
  - 1. Owner will review schedules and return review copy within ten days after receipt.
  - 2. Resubmit, if required, within seven days after return of review copy.
- B. Submit periodically updated schedules accurately depicting progress as of first day of each month.
- C. Submit for distribution an ample supply of the reviewed schedules plus four copies to be retained by Owner.
- D. Make prints from reviewed transparency for distribution.

**1.07 DISTRIBUTION**

- A. Distribute copies of reviewed schedules to:
  - 1. Job site file.
  - 2. Subcontractors.
  - 3. Owner/Engineer.
  - 4. Other concerned parties.
- B. Instruct recipients to report any inability to comply, and provide detailed explanation, with suggested remedies.
- C. Distribute submittals, including narrative report by the fifth working day of each month.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01325**

**SECTION 01330 - SHOP DRAWINGS, PROJECT DATA AND SAMPLES**

**PART 1 - GENERAL**

- 1.01 Submit to the Engineer shop drawings, project data and samples required by Specifications.
- 1.02 Prepare and submit, with Construction Schedules, a separate schedule listing dates of submission and dates of reviewed shop drawings; project data and samples will be needed for each product.
- 1.03 Do not proceed with construction or installation until shop drawings are approved.
- 1.04 Identify shop drawing with more than one issue. Successive issues shall have nothing changed that has been previously accepted on earlier issues, unless such items are flagged or noted in an accompanying letter. Checking will be done only on that basis.
- 1.05 **SHOP DRAWINGS**
- A. Submit within ten days after the award of the Contract, unless otherwise specified, a complete list of the manufacturers of materials and equipment to be incorporated in the work. Intention of using specified materials and equipment does not relieve submittal obligations.
  - B. Review and approve shop drawings before submittal to Engineer. Include manufacturer's name and catalog number, descriptive data, cuts, diagrams, drawings and such other information as may be required, by the Owner, to judge compliance with the requirements of the Contract Documents and suitability to the application. Items submitted shall be well organized and clearly identified as to proposed application.
  - C. Assume responsibility for deviations from Drawings or Specifications unless called to the Owner's attention in writing at the time of submission. Also responsible for errors of any sort in shop drawings or schedules. Owner's/Engineer's review of such drawings or schedules shall not relieve the Contractor of this responsibility.
  - D. Indicate on shop drawings all changes to meet space requirements, code requirements and as necessary to resolve all space conflicts.
  - E. Monitor original shop drawings, prepared by a subcontractor, supplier or distributor. Ascertain the shop drawings are prepared by a detailer qualified to illustrate, verify and/or layout applicable portions of the work showing fabrication, as well as setting or erection details to include the following:
    - 1. Identify details by reference to sheet and detail numbers shown on Contract Drawings.
    - 2. Draw on minimum sheet size of 8 1/2 inches x 11 inches.
    - 3. Prepare reproductions for submittals including reproducible transparency (sepia) with three prints.
  - F. Obtain all acceptances before ordering or installing any materials and equipment. Contractor shall be liable for removal and replacement at no charge if, in opinion of Owner, material or equipment does not meet intent of the Contract Documents.

- G. Any materials or equipment submitted for review which are not in accordance with the Specification requirements will be rejected and resubmitted until approved without change in construction schedule and without additional cost to Owner.

**1.06**     **PROJECT DATA**

- A. Provide manufacturer's standard schematic drawings:
  - 1. Modify Drawings to delete information which is not applicable to project.
  - 2. Supplement standard information to provide additional information applicable to project.
- B. Provide manufacturer's catalog sheets, brochures, diagrams, schedules, performance charts, illustrations and other standard descriptive data.
  - 1. Clearly mark each copy to identify pertinent materials, products or models.
  - 2. Non-applicable material and data shall be struck prior to submittal.
  - 3. Show dimensions and clearances required.
  - 4. Identify performance characteristics and capacities.
  - 5. Include wiring diagrams and controls.

**1.07**     **SAMPLES**

- A. Furnish to the Engineer, for approval, samples of all materials to be used in this work.
- B. Provide physical examples to illustrate materials, equipment or workmanship, and to establish standards by which completed work is judged.
- C. Provide office samples, of sufficient size and quantity to clearly demonstrate:
  - 1. Functional characteristics of product or material, with integrally related parts and attachment devices.
  - 2. Full range of color samples.
- D. Use samples, after review, in construction of project.
- E. Prepare field samples and mock-ups.
  - 1. Erect on project site at location acceptable to Owner.
  - 2. Construct each sample or mock-up complete, including work of all trades required in finished work.

**1.08**     **CONTRACTOR RESPONSIBILITIES**



- A. Review shop drawings, project data and samples prior to submission.
- B. Verify:
  - 1. Field measurements and field construction criteria.
  - 2. Catalog numbers and similar data.
- C. Coordinate each submittal with requirements of work and of Contract Documents.
- D. Responsible for deviations, errors and omissions in submittals. This responsibility is not relieved by another's review of submittals.
- E. Notify Owner, in writing at time of submission, of deviations in submittals from requirements of Contract Documents.
- F. Delay work which requires submittals, until return of approved submittals from Owner.

**1.09 SUBMISSION REQUIREMENTS**

- A. Schedule submissions at least seven days before dates reviewed submittals will be needed.
- B. Submit one sepia and three prints of architectural drawings, structural drawings, system fabrication drawings and automatic control system ladder diagrams. Partial submissions will be returned without action taken.
- C. Submit six copies of manufacturer's submittal sheets or catalog cuts. Extraneous material on product data sheets shall be struck prior to submittal.
- D. Submit number of samples specified in each of Specification Sections.
- E. Accompany submittals with transmittal letter, in duplicate, containing:
  - 1. Date.
  - 2. Project title and number.
  - 3. Contractor's name and address.
  - 4. The number of each shop drawing, project datum and sample submitted.
  - 5. Notification of deviations from Contract Documents.
  - 6. Other pertinent data.
- G. Include the following information with submittals:
  - 1. Date and revision dates.
  - 2. Project title and number.
  - 3. The names of:
    - a. Engineer.
    - b. Contractor.

- c. Subcontractor.
  - d. Supplier.
  - e. Manufacturer.
  - f. Separate detailer, when pertinent.
4. Identification of product or material.
  5. Relation to adjacent structure or materials.
  6. Field dimensions, clearly identified as such.
  7. Contract Specifications Section Number.
  8. Applicable standards, such as ASTM number or FS number.
  9. Identification of deviations from Contract Documents.
  10. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.

**1.10 RESUBMISSION REQUIREMENTS**

A. Shop Drawings

1. Revise initial shop drawings as required and resubmit as specified for initial submittal.
2. Indicate on Drawings any changes which have been made other than those requested by Owner.

B. Project Data and Samples

1. Submit new datum and samples as required for initial submittal.

**1.11 DISTRIBUTION OF SUBMITTALS AFTER REVIEW**

A. Distribute copies of shop drawings and project datum which carry Owner's notation to:

1. Contractor's file.
2. Job site file.
3. Record Documents file.
4. Other Prime Contractors.
5. Subcontractors.
6. Supplier.
7. Fabricator.

B. Distribute samples as directed.

**1.12 ENGINEER'S (OWNER'S) DUTIES**

- A. Review submittals with reasonable promptness.

- B. Review for:
  - 1. Compliance with general design concept of project.
  - 2. Information given in Contract Documents.
- C. Review of separate item does not constitute review of an assembly in which item functions. Request assembly data from Contractor.
- D. Affix stamp and initials or signature after review of submittal.
- E. Return submittals to Contractor for distribution.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01330**

**SECTION 01350 - ALTERATION PROJECT PROCEDURES**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Coordinate work of all trades. Schedule elements of alterations and renovation work by procedures and methods to expedite completion of the work.
- B. Perform specified demolition. Cut, move or remove items as necessary to provide access or to allow alterations and new work to proceed. Perform cutting work in accordance with Cutting and Patching Section in this Division. Include such items as:
  - 1. Repair or remove hazardous or unsanitary conditions.
  - 2. Remove abandoned items and items serving no useful purpose, such as abandoned piping, conduit and wiring.
  - 3. Remove unsuitable or extraneous materials not marked for salvage, such as abandoned furnishings and equipment, and debris such as rotted wood, rusted metals and deteriorated concrete.
  - 4. Clean surfaces, and remove surface finishes as needed to install new work and finishes.
- C. Patch, repair and refinish existing items to remain, to the specified condition for each material, with a workmanlike transition to adjacent new items of construction: Perform patching work in accordance with Cutting and Patching Section of this Division.

**1.02 SEQUENCE AND SCHEDULES**

- A. Schedule work in the sequences and within times specified in the Contract Documents.
- B. Submit separate detailed sub-schedule for alterations work that is coordinated with the construction schedules. The sub-schedule shall include the following:
  - 1. Each stage of work.
  - 2. Dates of occupancy of areas.
  - 3. Date of substantial completion for each area of alterations work, as appropriate.
  - 4. Trades and subcontractors employed in each stage.
- D. Schedule all work to avoid inconvenience or disturbance to client personnel or tenants. When necessary, schedule work before 8:00 a.m. or after 6:00 p.m. to avoid interferences. Owner reserves the right to stop any work during the normal working hours which causes a disturbance.

**1.03 ALTERATIONS, CUTTING AND PROTECTION**

- A. Assign the work of moving, removal, cutting and patching, to trades qualified to perform the

work in a manner to cause least damage to each type of work, and provide means of returning surfaces to appearance of new work.

- B. Perform cutting and removal work to remove the minimum necessary and in a manner to avoid damage to adjacent work.
- C. Protect from damage, existing finishes, equipment, and adjacent work which is scheduled to remain.
- D. Protect existing and new work from weather and extremes of temperature.
  - 1. Maintain existing interior work above 60°F.
  - 2. Provide weather protection, waterproofing, heat and humidity control as needed to prevent damage to remaining existing work and to new work.
- E. Provide temporary enclosures as specified herein to separate work areas from existing building and from areas occupied by Owner, and to provide weather protection.
- F. Discoveries of construction, furnishings and articles having a historic or private value shall remain in possession of Owner.
  - 1. Promptly notify Engineer.
  - 2. Protect discovery from damage from elements or work.
  - 3. Engineer will promptly transmit Owner's decision for disposition of discovery.
  - 4. Store items to be retained by Owner in a safe, dry place on site; and, dispose of items which Owner releases.

## PART 2 - PRODUCTS

### 2.01 SALVAGED MATERIALS

- A. Salvage sufficient quantities of cut or removed material to replace damaged work of existing construction, when material is not readily obtainable on current market.
- B. Use particular care in the removal and salvage of the following items:
  - 1. Ceramic tile
  - 2. Marble
  - 3. Limestone
- C. Store salvaged items in a dry, secure place on site.
- D. Return to the Owner items not required for use in repair of existing work.
- E. Avoid mixing salvaged or used material in new construction, except with permission of the

Owner or Engineer.

**2.02** Products for Patching, Extending and Matching

A. Use the following general requirements for work to be complete:

1. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.
2. Determine products by inspection and any necessary testing, and workmanship by use of the existing as a sample of comparison.
3. Patch, extend, or match, as necessary, to make work complete and consistent to identical standards of quality. Use presence of product, finish or type of construction as a guide.

**PART 3 - EXECUTION**

**3.01** **PERFORMANCE**

- A. Patch and extend existing work using skilled mechanics who are capable of matching existing quality of workmanship. Quality of patched or extended work shall not be less than that specified for new work.

**3.02** **ADJUSTMENTS**

- A. Patch floors, walls, and ceilings where partitions are removed, with finish materials to match existing.
1. Rework floors and ceilings to provide smooth planes without breaks, steps, or bulkheads where removal of partitions results in adjacent spaces becoming one.
  2. Request instructions from Engineer as to method of making transition where extreme change of plane of two inches or more occurs.
- B. Trim and refinish existing doors as necessary to clear new floors.

**3.03** **DAMAGED SURFACES**

- A. Patch and replace any portion of an existing finished surface which is found to be damaged, lifted, discolored, or which shows other imperfections with matching material.
- B. Provide adequate support of substrate prior to patching and finishing.
- C. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over entire surface.
- D. Refinish entire surface to nearest intersections when existing surface finish cannot be matched.

**3.04** **TRANSITION FROM EXISTING TO NEW WORK**

- E. Make a smooth and workmanlike transition when new work abuts or finishes flush with existing work. Make patch work match existing adjacent work in texture and appearance so that the patch or transition is invisible at a distance of five feet.
- F. Terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface, when finished surfaces are cut in such a way that a smooth transition with new work is not possible.

**3.05 CLEANING**

- A. Perform regular and final cleaning as specified herein.
  - 1. Clean Owner-occupied areas daily.
  - 2. Clean spillage, overspray, and heavy collection of dust in Owner-occupied areas immediately.
- B. Clean area and make surfaces ready for work of successive trades at completion of work of each trade.
- C. Provide final cleaning and return space to a condition suitable for use by Owner at completion of alterations work in each area.

**END OF SECTION 01350**

**SECTION 01355 - SECURITY**

**PART 1 - GENERAL**

**1.01** Consult with Owner to determine the extent and kinds of security required for the project. Coordinate with the Owner's ongoing security programs, and keep informed of ongoing security requirements and of responsibilities resulting from any changes.

**1.02** **REQUIREMENTS INCLUDED**

- A. Provide a project security program to:
  - 1. Protect the work, stored products and construction equipment from theft and vandalism.
  - 2. Protect premises from entry by unauthorized persons.
- B. Protect Owner's operations at site from theft, vandalism or damage from Contractor's work and employees.

**1.03** **MAINTENANCE OF SECURITY**

- A. Initiate security program in compliance with Owner's system, prior to job mobilization.
- B. Maintain security program throughout construction period, until Owner occupancy or Owner acceptance precludes the need for Contractor security.

**1.04** **PERSONNEL**

- A. Employ a System of Identification
  - 1. Provide an identification badge to each person authorized to enter the project premises, showing:
    - a. Personal photograph.
    - b. Name of the individual, and assigned number.
    - c. Name of employer.
  - 2. Maintain a current list of accredited persons. Submit a copy of the list to Owner on request.
  - 3. Require that identification be displayed by all persons entering and leaving the premises.
- C. Exclude from project site personnel not properly identified.

**1.05** **ENTRANCE CONTROL**

- A. Provide control of all persons and vehicles entering and leaving project site.
  - 1. Require display of proper identification by each person.
  - 2. Allow no visitors except with issuance of identification.



3. Maintain log of visitors.

- B. Provide passage for deliveries and vehicles related to Owner's operations. Owner will control scheduling of these vehicles.

**1.06 PATROL/GUARD SERVICE**

- A. Employ a recognized patrol/guard service to provide a watch service, which shall be in effect at all times, day or night, when general construction work is not in progress.

**1.07 MISCELLANEOUS RESTRICTIONS**

- A. Prohibit cameras on, in or near project site. No photograph of any kind shall be taken without the approval of the Owner.

**PART 2 - PRODUCTS**

Not used.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01355.**

**SECTION 01510 - TEMPORARY LIGHTING AND POWER**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF SYSTEM**

- A. The work shall consist of all labor and materials required to provide a complete system of temporary light and power for all project construction purposes, the Contractor's field office, other field offices, and other temporary storage and construction buildings.
- B. Relocate the temporary light and power system as required to meet the phasing aspects of the project.
- C. Provide temporary lighting in accordance with the following:
  - 1. Lighting in Contractor's field office of not less than ten footcandles in working area.
  - 2. Lighting in building areas of  Watt per square foot minimum with additional lighting at entrances, stair landings, etc.
  - 3. Lighting on open deck areas of  Watt per square foot.
  - 4. Safety and security lighting of all barricades, passageways, etc., as required for public safety and for watch service, as directed.
  - 5. Adequate illumination for public safety.
  - 6. Special warning lighting for hazardous conditions.
- D. Maintain strict supervision of use of temporary lighting and power.

**1.02 COSTS OF INSTALLATION AND OPERATION**

- A. Furnish and install meter for temporary electrical power used to maintain Owner's occupancy.

**1.03 REQUIREMENTS OF REGULATORY AGENCIES**

- A. Obtain and pay for permits as required by governing authorities.
- B. Obtain and pay for temporary easements required across property, other than that of Owner.
- C. Comply with all applicable codes.

**1.04 USE OF OWNER'S EXISTING SYSTEM**

- A. Use existing system for temporary electricity, with Owner's permission.
- B. Modify, supplement, and extend system as necessary to meet temporary electricity requirements.
- C. Regulate any part of the existing system used for construction purposes.

1. Prevent interference with Owner's normal use of system.
  2. Prevent interference with safety and orderly progress of work.
  3. Do not use Computer Room panels which supply power to data processing equipment, unless approved by Owner.
- E. Upon completion of work, restore electrical services to specified, or original condition.

**1.05 USE OF PERMANENT SYSTEM**

- A. Secure Owner's written permission for connection and use of system, indicating conditions of use.
- B. Modify and extend system as necessary to meet temporary electricity requirements.
- C. Return electrical system to original state at the completion of the work.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. General
  1. Comply with Division 26 - Electrical.
  2. Use materials which are new or used, but must be adequate in capacity for required purposes; and must not create unsafe conditions or violate requirements of applicable codes.
- B. Provide required facilities, including transformers, conductors, poles, conduits, raceways, breakers, fuses and switches.

**2.02 EQUIPMENT**

- A. Provide appropriate enclosures for environment in which used, in compliance with NEC and NEMA standards.

**PART 3 - EXECUTION**

- 3.01 Comply with applicable sections of Division 26 - Electrical.
- 3.02 Install work in neat and orderly manner.
- 3.03 Make structurally and electrically sound throughout.
- 3.04 Maintain to give continuous service and to provide safe working conditions.

**3.05 INSTALLATION**

- A. Locate to avoid interference with:
  - 1. Traffic and work areas.
  - 2. Cranes.
  - 3. Materials handling equipment.
  - 4. Storage areas.
  - 5. Work under other Contracts.
- B. Avoid running branch circuits on floor or on ground.
- C. Install lighting switches at entrance to each area, or successive areas, so that progress to all areas of project may be made through lighted areas.
- D. Install exterior security lighting.
  - 1. Illuminate entire project site.
  - 2. Control lighting by photoelectric cell.

**3.06 PERIOD OF SERVICE**

- A. Provide continuous lighting and power from 30 minutes prior to 30 minutes past scheduled work hours on scheduled work days and at any other times work is being performed at the project site.

**3.07 REMOVAL**

- A. Completely remove from the site temporary materials and equipment upon completion of construction.
- B. Repair damage caused by installation and restore to specified or original condition,

**END OF SECTION 01510**

**SECTION 01513 - TEMPORARY WATER**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF SYSTEM**

- A. Furnish and install temporary water service for use throughout construction period.
  - 1. Provide Water for Construction Purposes
    - a. Install service standpipe, centrally located in project.
  - 2. Provide Water for Other Purposes
    - a. Temporary sanitary and first aid facilities.
    - b. Temporary fire protection.
    - c. Temporary field offices.
    - d. Cleaning.
  - 3. Provide Non-Potable Water
    - a. Use only for industrial, cleaning and fire fighting purposes.
    - b. Identify outlets for Non-Potable water with signs, to indicate clearly that water is unsafe, and shall not be used for drinking, washing or cooking purposes.
  - 4. Provide Potable Water for Construction Personnel
    - a. Use portable containers to dispense drinking water.
    - b. Provide sanitary bubbler drinking fountains, served by central potable water system.
- B. Maintain adequate supply of water for all purposes.
- C. Provide Preliminary Water Source
  - 1. Furnish trucked-in service prior to availability of piped source of supply.
  - 2. Install temporary elevated storage tanks on site.
  - 3. Provide separate supply and storage for potable water.
- D. Maintain strict supervision of use of temporary services.
  - 1. Enforce conformance with applicable codes and standards.
  - 2. Enforce sanitary practices and prevent abuse of services.

**1.02 COSTS OF INSTALLATION AND OPERATION**

- A. Pay costs of temporary water services, including costs of installation, maintenance and removal of pipe and equipment.

- B. Pay costs for water used by all trades.
- C. Share water cost proportionately, at an agreed unit cost, should Owner occupy part of facility during construction.

**1.03 REQUIREMENTS OF REGULATORY AGENCIES**

- A. Obtain, pay for permits, fees, deposits required by governing authorities.
- B. Obtain and pay for temporary easements required across property other than that of Owner.
- C. Comply with Federal, State and local codes, and utility company regulations.

**1.04 USE OF OWNER'S EXISTING SYSTEM**

- A. Use existing system for temporary water for construction, with Owner's permission.

**1.05 USE OF PERMANENT SYSTEM**

1. Extend system as necessary to meet temporary water requirements.
2. Provide maintenance of system.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. Comply with Division 22 - Plumbing.

**2.02** Provide materials which may be new or used, but must be adequate for purpose required. Potable water and sanitation systems must not violate requirements of applicable codes.

**2.03** Provide required facilities, including piping, valves, pumps, pressure regulators, tanks and other appurtenances.

**2.04** Provide backflow protection on all connections to existing water system.

**PART 3 - EXECUTION**

**3.01** Comply with applicable Sections of Division 15 - Mechanical.

**3.02** Install work in a neat and orderly manner.

**3.03** Make installations structurally and mechanically sound throughout.

**3.04** Maintain to provide continuous service.

### 3.05 INSTALLATION

- A. Locate piping and outlets to:
  - 1. Provide service convenient to work stations.
  - 2. Avoid interference with:
    - a. Traffic and work areas.
    - b. Materials handling equipment.
    - c. Storage areas.
    - d. Work under other Contracts.
- B. Do not run piping on floor or on ground.
- C. Provide drip pan under each hose bibb located within building.
- D. Connect drain to sewer.
- E. Provide insulation, or other means, to prevent pipes from freezing.
- F. Provide temporary pumps, tanks and compressors when necessary to maintain pressure.

### 3.06 LOCATION

- A. Locate drinking water at places convenient to work stations.

### 3.07 REMOVAL

- A. Completely remove temporary materials and equipment upon completion of construction.
- B. Clean and repair damage caused by installation and restore to specified or original condition.

### 3.08 DRINKING WATER FACILITIES

- A. Provide portable containers as follows:
  - 1. Tightly closed, and equipped with dispensing tap.
  - 2. Clearly label contents.
  - 3. Do not use for other purposes.
  - 4. Provide single-service disposable cups, with sanitary container for unused cups, and receptacles for used cups.
- B. Install temporary drinking fountains.
  - 1. May be new or used.
  - 2. Do not use for permanent installation.

- C. Furnish and install sanitary bubbler drinking fountains when potable water service is available.
  - 1. Sterilize piping prior to use.
  - 2. Do not allow open or potential cross connections between potable water system and non-potable water system.

**END OF SECTION 01513**



**SECTION 01520 TEMPORARY SANITARY FACILITIES**

**PART 1 - GENERAL**

**1.01 DESCRIPTION OF SYSTEM**

- A. Furnish and install temporary sanitary facilities for use throughout construction period.
  - 1. Provide enclosed toilet facilities for construction personnel.
  - 2. Include sanitary services at the following locations:
    - a. First aid station.
    - b. Temporary field offices.
  - 3. Provide general employee washing facilities.
  - 4. Provide special washing facilities for employees engaged in application of paints, coatings, herbicides, insecticides and other injurious substances. \*\*
- B. Provide, as a minimum, the following number of fixtures:
  - 1. Toilets and urinals
    - a. For less than 20 employees: One toilet.
    - b. For 20 or more employees: One toilet and one urinal per 40 workers.
    - c. For 200 or more employees: One toilet and one urinal per 50 workers.
  - 1. Provide washing facilities adequate for number of employees and for type of work performed.
- C. Provide for Sewage Disposal
  - 1. Install specified sewage disposal system within 60 days, complete to sufficient extent to serve temporary sanitary facilities.
- D. Maintain Strict Supervision of Use of Facilities
  - 1. Enforce conformance with applicable standards.
  - 2. Maintain, service and clean facilities.
  - 3. Enforce proper use of sanitary facilities.

**1.02 WATER**

- A. As specified in this Division under Temporary Water.

**1.03 COSTS OF INSTALLATION AND OPERATION**

- A. Pay costs of temporary sanitary facilities, including costs of installation, maintenance and

removal.

- B. Pay costs for water as specified in this Division under Temporary Water.
- C. Pay service charges for use of portable units.
- D. Pay service charges for connection and use of sewerage system.

**1.04 FACILITY LOCATIONS**

- A. Locate temporary toilet and washing facilities within the project site as follows:
  - 1. Secluded from public observation.
  - 2. Convenient for use of personnel in relation to work stations.
- B. Obtain approval of Owner for location of all sanitary facilities.
- C. Relocate, as required, as work progress requires.

**1.05 ENCLOSURES FOR TOILET AND WASHING FACILITIES**

- A. Provide weatherproof, sightproof, ventilated, sturdy temporary enclosures.
- B. Provide privacy screens for each toilet fixture in enclosures accommodating two or more persons.

**1.06 REQUIREMENTS OF REGULATORY AGENCIES**

- A. Obtain and pay for permits as required by governing authorities.
- B. Obtain and pay for temporary easements required across property other than that of Owner.
- C. Comply with Federal, State and local codes, and utility company regulations.

**1.07 USE OF OWNER'S EXISTING SYSTEM**

- A. Use only sanitary facilities designated in writing by Owner.
- B. Clean rooms and fixtures daily.
- C. Restore system and surrounding areas to specified or original condition, upon completion of work.

**1.08 USE OF PERMANENT FACILITIES**

- A. Secure Owner's written permission for use of system, indicating conditions of use.
- B. Clean rooms and fixtures daily.

**PART 2 - PRODUCTS**

**3.01 MATERIALS**

- A. Comply with Division 15 - Mechanical.
- B. Provide new or used equipment which must be adequate for purposes intended and must not create unsanitary conditions nor violate requirements of applicable codes.

**3.02 TOILET FACILITIES**

- A. Provide any of the following type of portable toilets:
  - 1. Privies.
  - 2. Chemical toilets.
  - 3. Recirculating toilets.
  - 4. Combustion toilets.
- B. Provide Temporary Flush Toilets
  - 1. May be new or used.
  - 2. Do not use for permanent installation.
- C. Provide Toilet Tissue
  - 1. Provide at each toilet, on suitable dispenser.

**3.03 WASHING FACILITIES**

- A. Provide temporary lavatories or sheet metal basins.
- B. Provide single-service paper towels, in dispenser, with receptacle for used towels.

**PART 3 - EXECUTION**

**3.01** Comply with applicable sections of Division 15 – Mechanical.

**3.02** Install work in a neat and orderly manner.

**3.03** Make structurally and mechanically sound throughout.

**3.04** Maintain, clean and service as required to provide sanitary conditions.

**3.05** Modify and extend service as work progress requires.

**3.06 INSTALLATION**

- A. Provide Portable Toilets
  - 1. Erect securely and anchor to prevent dislocation.

2. Service as often as necessary to prevent accumulation of wastes and creation of unsanitary conditions.
  3. Use only until sewer and water service can be provided to project site.
- B. Utilize Temporary Flush Toilets
1. Provide water and sewer services, and install toilets within 60 days after date of execution of Contract.
  2. Relocate toilets as work progress requires.
  3. Connect to permanent piping after installation and testing of permanent sewerage and water piping, relocate toilets within building.
- C. Install Temporary Washing Facilities
1. Provide faucet.
  2. Connect drain to sewer.
- D. Provide insulation, or other means, to prevent water and sewer pipes from freezing.

**3.07 REMOVAL**

- A. Remove portable units when piped units are connected.
- B. Remove temporary flush toilets when rooms are required for finishing and adequate facilities are provided elsewhere.
- C. Remove all temporary materials and equipment on completion of construction.
- D. Clean and repair permanent facilities used for temporary purposes and surrounding areas. Replace damaged fixtures.

**END OF SECTION 01520**

**SECTION 01525 - FIELD OFFICES AND STORAGE SHEDS**

**PART 1 - GENERAL**

**1.01** Furnish, install and maintain field offices to provide specified services, furnishings and equipment for:

- A. Owner and Engineer.
- B. Contractor's use.
- C. Allocate three reserved parking spaces, convenient to offices, for use of Owner and Engineer.

**1.02** Provide and maintain separate offices for subcontractors, in one or more buildings, at Contractor's option.

**1.03** Furnish, install and maintain storage sheds needed for construction supplies and materials.

**1.04** **CONSTRUCTION**

- A. Provide structurally sound foundation and superstructure.
- B. Make weathertight, with raised floors.
- C. Provide compatibility for occupancy and storage requirements.
- D. Use, at Contractor's option, portable buildings or mobile homes for offices.

**1.05** **STORAGE SHEDS**

- A. Provide the number of sheds required to meet the needs of various trades.
- B. Provide proper size necessary to meet storage requirements of products.
- C. Ventilate sheds to meet specified code requirements for products stored.
- D. Heat sheds to maintain temperatures specified in respective Sections for products stored.
- E. Furnish fire extinguishers on the basis of one standard dry chemical (ABC) type for each office and each storage shed.

**1.06** **IDENTIFICATION**

- A. Provide a sign on each office structure to identify occupants and function.
- B. Furnish a large "EMERGENCY FIRST AID" sign at the proper location.

**1.07** **REQUIREMENTS OF REGULATORY AGENCIES**

- A. Comply with requirements of regulatory agencies having jurisdiction.
- B. Obtain and pay for permits as required by governing authorities.

**1.08** **SUBMITTALS**

- A. Submit drawings showing:
  - 1. Locations allocated for offices and storage sheds on the site.
  - 2. Plan of office for Engineer at  $\square$  inch scale, showing furnishings, services and equipment.
- B. Provide description of construction of offices and storage sheds.
- C. Identify colors for exterior and interior surfaces.

**1.09 JOB CONDITIONS**

- A. Locate temporary structures to avoid interference with work.
- B. Relocate temporary structures as required by progress of the work.

**PART 2 - PRODUCTS**

**2.01** Provide new or used materials, equipment and furnishings, but they must be serviceable and adequate for required purpose. They must not create unsafe conditions or violate applicable codes.

**2.02 PREPARATION**

- A. Fill and grade sites to provide drainage for temporary structures.

**2.03 INSTALLATION**

- A. Construct temporary field offices and storage sheds on fixed foundations, with connections for services.
  - 1. If used, raise portable buildings or mobile homes. Install on fixed foundations.
  - 2. Provide steps and landings at entrance doors.
  - 3. Provide weather-impervious surfaced walkways between offices and adjacent parking area.
- B. Mount thermometer at convenient location on the field office, but not in direct sunlight.
- C. Mount fire extinguishers in prominent locations with clear access for use.
- D. Mount signs in conspicuous locations adjacent to entrance doors of appropriate structures.

**2.04 MAINTENANCE AND CLEANING**

- A. Provide continuous maintenance for temporary structures, services and furnishings.
- B. Repair or refinish damaged or weathered portions of structures as required to maintain in specified condition.

- C. Repair or replace defective services and furnishings.
- D. Provide daily janitorial service for office of Owner and Engineer.
- E. Clean other offices and storage sheds at least once each week.

**2.05 REMOVAL**

- A. Remove temporary field offices, contents and services at completion of construction operations.
- B. Remove storage sheds when they are no longer required.
- C. Remove foundations and debris. Grade to required elevations, clean area and restore to original condition.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01525**

**SECTION 01540 - SCAFFOLDING**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Standard scaffolding
- B. Hung scaffolds
- C. Planking, toe boards, railing, tie-ins, connections, supports, suspension system
- D. Tests required

**1.02 EXISTING CONDITIONS AND COORDINATION**

- A. Visit the site, verify existing conditions, and coordinate with Owner and other contractors.
- B. Prior to all work of this Division, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where scaffolding will not interfere with ongoing work.
- C. Make all required measurements in the field to ensure proper and adequate fit.

**1.03 QUALITY ASSURANCE**

- A. All scaffolds shall be properly erected and maintained so that the safety of the public and property will not be impaired by falling material, tools or debris or by collapse of the scaffold.
- B. All scaffolding shall conform to requirements of local governing codes. Records of inspection servicing and maintenance of all scaffolds shall be kept by the user.
- C. Prefabricated metal or metal standard scaffolds shall comply with the provisions of (Sub-Article 1906 of the NYC Building Code).

**PART 2 - PRODUCTS**

**2.01 GENERAL**

- A. Materials and Construction
  - 1. All lumber used in scaffolds or their supports shall be at least equal in strength and quality to construction grade Douglas fir.
  - 2. All lumber and timber shall be fastened at the various joints with sufficient nails or bolts of a suitable size to produce a secure joint capable of withstanding the design load.
  - 3. All nails shall be driven full length.
  - 4. Any other suitable material, or dimensions other than those indicated, may be used for scaffold construction provided it is at least equivalent in strength and suitability to the



comparable wood scaffold it is designated to replace.

B. Loading and Design

1. All other scaffolding shall be constructed of sizes and numbers of members as hereinafter required or, in the absence of such requirements shall be demonstrated to be capable of supporting, without collapse, not less than four times the maximum weight required to suspend therefrom, or placed thereon, when in use.
2. No standard scaffold shall be loaded in excess of the maximum load for which it is designed for. Loads shall not be concentrated so as to cause stresses in excess of the allowable values.
3. The footing and anchorage for every scaffold shall be sound and rigid, capable of carrying the maximum load without settlement or deformation, and secure against movement in any direction.
4. Supports such as barrels, boxes, loose brick, loose stone, or other unstable constructions shall not be used.

C. Planking

1. The minimum width of every planked platform shall be 18 inches, except as otherwise noted hereinafter. Unless otherwise indicated, the sizes in this article for load-bearing planks shall denote undressed lumber, full thickness.
2. Except as otherwise indicated in this Division, planks shall overhang their end supports at least six inches, or they shall be securely fastened to prevent dislodgement. In no case shall the overhang exceed 18 inches. Planks shall be laid tight and inclined planking shall be fastened in place.

D. Erection and Removal

1. Only workmen with experience in erecting or removing scaffolds shall be employed. They shall work under the supervision of a designated superintendent or foreman who shall enforce such measures as necessary for the protection of public and property.

E. Maintenance and Repair

1. All scaffolds shall be maintained in safe condition. No scaffold shall be altered, removed, or partially dismantled while it is in active use.
2. Every damaged or weakened scaffold shall be immediately repaired and shall not be used until such repairs have been completed, and, in the case of suspended scaffolds, tested as required (under Section C26-1907.4(b) of the NYC Building Code).

F. Fire Retardant Construction

1. With the exception of the planking all scaffolds shall be noncombustible material when

used in the following application:

- a. Exterior scaffolds exceeding 75 feet in height.
- b. Interior scaffolds exceeding 21 feet in height.

G. Guard Rails and Toeboards

1. Except for scaffold platforms ten feet, or less, above the ground or for scaffolds used on the interior of the building at a height of ten feet, or less, above a floor, the open sides and ends of every scaffold platform shall be provided with a standard guard rail and toeboard unless otherwise specified for the particular type of scaffold.
2. Where it is possible for the public to pass under, or next to, a scaffold, the space between the top rail and toeboard shall be enclosed with a wire screen composed of not less than No. 18 steel wire gauge with a maximum  $\square$  inch mesh. Toeboards shall be installed so that no open space exists between the platform and the toeboard.

**PART 3 - EXECUTION**

Not used.

**END OF SECTION 01540**

**SECTION 01560 - TEMPORARY PARTITIONS AND PROTECTION**

**PART 1 - GENERAL**

**1.01 WORK INCLUDED**

- A. Coordinate protection, demolition and new installations.
- B. Provide positive methods and apply dust control materials to minimize raising dust from construction operations. Provide positive means to prevent airborne dust from dispersing into the atmosphere.
- C. Erect temporary dusttight partitions capable of withstanding reasonable use. Install, as required, to properly conduct the work with a minimum of interference to the operation and cleanliness of the building.
- D. Provide temporary protection for existing floors, walls and roofing as required.
- E. Take all measures necessary to protect finishes, flooring, walls and furnishings from damage.
- F. Establish work practices so that noise control shall prevail.
- G. Provide methods to control surface water to prevent damage to the work, the project site and adjoining properties.
- H. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface and water.
- I. Dispose of drainage water in a manner to prevent flooding, erosion, or other damage to any portion of the site or to adjoining areas.
- J. Provide legal and safe methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- K. Provide equipment and personnel to perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
- L. Take special measures to prevent harmful substances from entering public waters, including the ground water system.
- M. Provide systems for control of atmospheric pollutants.
  - 1. Prevent concentrations of toxic chemicals.
- N. Maintain all areas, under Contractor's control, free of extraneous debris.
- O. Initiate and maintain a specific program to prevent accumulation of debris at construction site, storage and parking areas, and along access roads and haul routes.