

1. Provide containers for deposit of debris as specified herein.
 2. Prohibit overloading of trucks to prevent spillages on access and haul routes.
- P. Schedule regular collection and disposal of debris daily and weekly as required.

1.02 QUALITY ASSURANCE FOR TEMPORARY PARTITIONS

- A. Material selected shall be resistant to abrasion and able to withhold dust and other foreign matter.

PART 2 - PRODUCTS

2.01 TEMPORARY PARTITIONS

- A. Use only new materials, unless otherwise approved by the Owner, to protect existing work as shown on the Drawings, specified or listed in the Schedules herein.
- B. Select protective materials to withstand abrasion and to withhold dust and other foreign matter.
- C. Use masonite, kraft paper, taped joints and polyvinyl draping to protect existing work.
- D. Use exterior grade and fire-retardant plywood when it is required.

PART 3 - EXECUTION

3.01 TEMPORARY PARTITIONS

- A. Install and maintain all necessary coverings, boarding and partitioning to protect existing work and finishes during construction.
- B. Seal dusttight protective barriers that separate the work area from the occupied area.
- C. Cover materials brought in or out of the work area to prevent introduction of dust and debris to the occupied space.
- D. Broom clean and daily vacuum periodically to clean construction dust from the work area as well as from nearby occupied spaces.
- E. Install new doors and/or openings in protective partitions. Seal existing doors with tape.
- F. Take all measures necessary to protect finishes, flooring and furnishing from damage. Provide coverings to protect windows.
- G. Protect existing floors with reinforced kraft paper and hardboard. Maintain protection covering during construction.

- H. Assume responsibility for any damage caused by improper protection. Repair and restore any damaged area at no additional cost to the Owner and to the satisfaction of the Owner.
- I. Remove all protection and restore the area upon completion of the work.

END OF SECTION 01560

SECTION 01570 - TEMPORARY CONTROLS

PART 1 - GENERAL

1.01 WORK INCLUDED

- A. Provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at the construction site and related areas under Contractor's control. Remove physical evidence of temporary facilities at completion of work.

1.02 RELATED REQUIREMENTS

- A. Project coordination.
- B. Temporary utilities.
- C. Traffic regulation.
- D. Cleaning.

1.03 DUST CONTROL

- A. Provide positive methods and apply dust control materials to minimize raising dust from construction operations, and provide positive means to prevent airborne dust from dispersing into the atmosphere.

1.04 WATER CONTROL

- A. Provide methods to control surface water to prevent damage to the project, the site or adjoining properties.
 - 1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas. Direct drainage to proper runoff.
 - 2. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface and water.
 - 3. Dispose of drainage water in a manner to prevent flooding, erosion or other damage to any portion of the site and to adjoining areas.

1.05 RODENT CONTROL

- A. Provide rodent control as necessary to prevent infestation of construction and storage area.
 - 1. Employ methods and use materials which will not adversely affect conditions at the site or adjoining properties.
 - 2. Should the use of rodenticides be considered necessary, submit an informational copy of the proposed program to Owner with a copy to Engineer. Clearly indicate:
 - a. Area or areas to be treated.

- b. Rodenticides to be used, with a copy of the manufacturer's printed instructions.
 - c. Pollution preventive measures to be employed.
- B. Use rodenticide in full accordance with the manufacturer's printed instructions and recommendations.

1.06 POLLUTION CONTROL

- A. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations.
- B. Provide equipment and personnel to perform emergency measures required to contain any spillages, and to remove contaminated soils or liquids.
- 1. Excavate and dispose of any contaminated earth off site, and replace with suitable compacted fill and topsoil.
- C. Take special measures to prevent harmful substances from entering public waters.
- 1. Prevent disposal of wastes, effluents, chemicals or other such substances adjacent to streams or in sanitary or storm sewers.
- D. Provide systems for control of atmospheric pollutants.
- 1. Prevent toxic concentrations of chemicals.
 - 2. Prevent harmful dispersal of pollutants into the atmosphere.

1.07 EROSION CONTROL

- A. Plan and execute construction and earth work by methods to control surface drainage from cuts and fills, and from borrow and waste disposal areas, to prevent erosion and sedimentation.
- 1. Hold the areas of bare soil exposed at one time to a minimum.
 - 2. Provide temporary control measures such as berms, dikes and drains.
- B. Construct fills and waste areas by selective placement to eliminate surface silts or clays which will erode.
- C. Periodically inspect earth work to detect any evidence of the start of erosion, apply corrective measures as required to control erosion.

PART 2 - PRODUCTS

Not used.

AHP Essential Electrical System
for Dialysis and Vent Unit

NuHealth #LI60033-1179-1

PART 3 - EXECUTION

Not used.

END OF SECTION 01570

SECTION 01580 - PROJECT IDENTIFICATION SIGNS

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Furnish, install and maintain project identification signs.
- B. Include the following information on signs:
 - 1. Title of project as listed on Contract Documents.
 - 2. Name of Owner as listed on Contract Documents.
 - 3. Titles and names of authorities.
 - 4. Titles and names of:
 - a. Engineers.
 - b. Architect.
 - c. Project Coordinator (Construction Manager).
 - d. Consultants.
 - e. Prime Contractors.
 - f. Owners.

1.02 QUALITY ASSURANCE

- A. Design all supports, framing and surfaces to resist 50 MPH wind velocity. **
- B. Material Standards
 - 1. Provide adequate painting and finishes to resist weathering and fading for scheduled construction time period.
- C. Meet All Requirements of Regulatory Agencies
 - 1. Comply with requirements of authorities having jurisdiction.
 - 2. Obtain and pay for required permits.

1.03 SUBMITTALS

- A. Submit Drawings showing:
 - 1. Structure and framing.
 - 2. Sizes and grades of members.
 - 3. Foundation.
 - 4. Surface material for sign.
 - 5. Layout of signs, showing sizes and styles of letters.
 - 6. Colors.
 - 7. Lighting and controls.

PART 2 - PRODUCTS

2.01 STRUCTURAL MATERIALS

- A. Provide adequate supports which may be new or used, but must be sound, and structurally adequate.
- B. Include preservative treatment for wood supports, in contact with ground, as required, to prevent deterioration during specified period of use.

2.02 FRAMING MATERIALS

- A. Provide wood or steel which may be new or used and in sound condition.

2.03 SURFACE MATERIAL FOR SIGNS

- A. Provide the following materials:
 - 1. Plywood: A-C DFPA, with Medium Density Overlay.
 - 2. Particleboard: CS 236-__, Type 2, Density B, Class 1. **
- B. Maintain the following size and thickness:
 - 1. Sizes: Maximum standards permitted locally.
 - 2. Thickness: As required to provide even, level, durable surface.

2.04 ROUGH HARDWARE

- A. Provide galvanized, aluminum or brass hardware.

2.05 PAINTING

- A. Use product of nationally recognized paint manufacturer.
- B. Use colors designated by Owner in writing.
- C. Paint all exposed surfaces with one coat of primer and at least one coat of exterior enamel, except creosoted poles.
- D. Paint lettering in styles, sizes and colors as indicated on Owner reviewed and approved submittal.

2.06 INSTALLATION OF SUPPORTS

- A. Set pole type supports into excavations.
 - 1. Install to a depth equal to 25% of height from ground to top of sign, with a minimum of three feet.

2. Plumb poles, backfill, tamp earth around poles.

B. Use braced framing.

1. Drive stakes, sized to loading requirements, to secure setting to a minimum depth of two feet, six inches.
2. Secure framing members to stakes, cut tops of stakes to even line, flush with framing members.

2.07 FRAMING

- A. Install frame members, secure to supports and meeting local code requirements and applicable trade standards.
- B. Space framing members to widths of surfacing material, maximum 24 inches on centers.

2.08 SURFACING

- A. Install sheets vertically, in one piece, for height of sign.
- B. Butt joints and nail securely.
- C. Install trim.

2.09 MAINTENANCE

- A. Repair damages to structure, framing or sign during entire length of project.
- B. Repaint surfaces, lettering, logotypes, or perspectives, which show severe weathering.
- C. Maintain sign and supports in neat and clean condition.

2.10 REMOVAL

- A. Remove sign, framing supports and foundations at completion of project or when directed by Owner.
- B. Dispose of sign as directed by Owner.

PART 3 - EXECUTION

Not used.

END OF SECTION 01580

SECTION 01630 - SUBSTITUTIONS AND PRODUCT OPTIONS

PART 1 - GENERAL

1.01 REQUIREMENTS INCLUDED

A. General

1. Submit, for consideration by the Owner, products or materials equal in all respects to that specified as substitutes only under the following conditions:
 - a. Verify the item proposed for substitution is equal to and/or superior to the item named, in construction, efficiency and utility. Further, verify the item named in the Specifications cannot be delivered to the site in time to complete the work in proper sequence.
 - b. Submit formal requests for substitutions within 30 days following signing of Contract. Each request shall be accompanied by documentary proof of equality and/or difference in price and delivery, if any, in form of certified quotations from suppliers of both specified and proposed items.
 - c. After end of that period, requests will be considered by the Owner only in the event of product unavailability or other limiting conditions beyond control of Contractor.
 - d. Credit the Owner with the savings obtained from price differential. The Owner shall receive all benefits of the difference in cost involved in any substitution and the Contract altered by Change Order.
 - e. All substitutions shall be covered by a Change Order because the Contract is altered.
2. Submit a separate request for each equipment/product, supported with complete product description, reference standards and performance/test data, with drawings and samples as appropriate, including the following:
 - a. Compare the qualities of the proposed substitution with that specified.
 - b. Identify changes required in other elements of the work because of the substitution.
 - c. Show the effect on the Construction Schedule.
 - d. Compare cost data of the proposed substitution with the product specified.
 - e. Describe availability of maintenance service and source of future replacement materials.
 - f. List names and addresses of similar projects on which product has been used and date of each installation.
 - g. Provide complete data substantiating compliance of proposed substitution with

requirements stated in Contract Documents:

- 1) Product identification, including manufacturer's name and address.
 - 2) Manufacturer's literature which contains:
 - a) Product description.
 - b) Reference standards and performance test data.
 - 3) Samples, as applicable.
 - 4) Name and address of similar projects on which product has been used and date of each installation.
3. Provide the following as a result of a request for a substitution:
- a. Investigate the proposed product and determine that it is equal to or superior, in all respects, to the item specified.
 - b. Provide the same warranties or bonds for the substitution as for the product specified.
 - c. Coordinate the installation of an accepted substitution into the work, and make such other changes as may be required to make the work complete in all respects.
 - d. Accept all claims for additional costs from other Contractors should the substitution affect his or their work.
4. Prepare itemized comparison of the proposed substitution with product specified. List significant variations.
 5. Submit data relating to changes in Construction Schedule.
 6. Identify any effect of substitution on separate Contracts.
 7. List changes required in other work or products.
 8. Provide accurate cost data comparing proposed substitution with product specified. Show amount of any net change to Contract sum.
 9. Identify required license fees or royalties.
 10. Identify availability of maintenance services and sources of replacement materials.
- B. Furnish and install only those products or materials specified, except under options and conditions for substitutions as stated in this Section.
- C. Substitutions will not be considered for acceptance when:
- I. They are indicated or implied on shop drawings or product data submittals without a

formal request from Contractor.

2. They are requested directly by a subcontractor or supplier.
 3. Changes in acceptance procedure will require substantial revision of Contract Documents.
- D. Place orders for substitute products only with the written acceptance of Owner.
- E. Owner will determine acceptability of proposed substitutions.

PART 2 - PRODUCTS

- 2.01 Submit to Owner, within ten days after award of Contract, five copies of complete list of major products which are proposed for installation.
- 2.02 Tabulate products by Specification Section number and title.
- 2.03 List the following for each product specified only by reference standards:
- A. Name and address of manufacturer.
 - B. Trade name.
 - C. Model or catalog designation.
 - D. Reference standards and performance test data.

2.04 CONTRACTOR'S OPTIONS

- A. Select, for products specified only by reference standard, product of any manufacturer meeting the standard.
- B. Select, for products specified by naming several products or manufacturers, any one of these products and manufacturers named which complies with Specifications.
- C. Submit a request for substitutions, for any product or manufacturer which is not specifically named in a group of products specified, by naming one or more products or manufacturers and stating "or equal".
- D. For products specified by naming only one product and manufacturer, there is no option and no substitution will be allowed.

PART 3 - EXECUTION

Not used.

END OF SECTION 01630

SECTION 01650 - TRANSPORTATION AND HANDLING

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Provide for expeditious transportation and delivery of products to project site, undamaged, and on a schedule to avoid delay of the work, or the work of other Contractors.
- B. Supply equipment and personnel at the project site, to unload and handle products in a manner to avoid damage to products.

1.02 DELIVERY

- A. Arrange deliveries of products in accordance with the Construction Schedule. Receive deliveries in ample time to facilitate inspection prior to installation.
- B. Coordinate deliveries to avoid conflict with work and conditions at site, including, but not limited to, the following:
 - 1. Work of other Contractors, or Owner.
 - 2. Limitations of storage space.
 - 3. Availability of equipment and personnel for handling products.
 - 4. Owner's use of premises.
 - 5. Vehicular and storage weight load restrictions at the site.
- C. Deliver products in undamaged condition in original containers or packaging. Identifying labels should be intact and legible showing manufacturer's name and product designation.
- D. Receive, unload and handle all materials pertaining to the work. Properly store and protect all materials against loss and damage.
- E. Inspect shipment immediately on delivery to assure:
 - 1. Product complies with requirements of Contract Documents and reviewed submittals.
 - 2. Quantities are correct.
- F. Store materials and equipment in location identified by the Owner.
- G. Avoid storing materials and equipment on loading platforms, lobbies, corridors or other public areas.

1.03 PRODUCT HANDLING

- A. Provide equipment and personnel necessary to handle products, including those provided by Owner, by methods which prevent soiling or damage to products or packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring or

otherwise damaging products or surrounding surfaces.

- C. Handle products by proper methods to prevent bending or over-stressing.

1.04 USE OF EXISTING ELEVATORS

- A. Provide the Owner, one week in advance, with a work schedule showing required use of freight elevators for delivery of materials and equipment. Also provide a schedule for refuse removal.
- B. Full time use of the service elevator will be available only before 6:00 a.m. and after 6:00 p.m. weekdays and all day Saturday and Sunday.
- C. Elevator will be available at other times for short periods on an approved schedule basis.
- D. There will be a charge of \$_____ per hour for use of elevators.**
- E. Stack all materials to be loaded into elevators on moveable carts or containers for rapid "roll-on/roll-off" loading and off-loading of elevator car.
- F. Make sure all dollies, carts, trucks and containers are in good condition and have rubber wheels and bumpers.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01650

SECTION 01660 - STORAGE AND PROTECTION

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Provide secure storage and protection for products to be incorporated into the work. Also provide maintenance and protection for products after installation and until completion of the work.
 - 1. Interior and exterior storage areas shall be designated by the Owner.
 - 2. Restrict storage weight and do not exceed load limitations.

1.02 STORAGE

- A. Store products immediately on delivery and protect products until installed in the work. Then protect finished work until completion of the project.
 - 1. Store in accordance with manufacturer's instructions, with seals and labels intact and legible.
 - 2. Store unpacked products on shelves, in bins or in neat piles, accessible for inspection.
- B. Store all materials under cover in a safe, dry location, and off the ground. Provide raised platform and waterproof covers to protect the materials from the weather, contamination, dirt, etc.
- C. Store products subject to damage by elements in substantial weathertight enclosures.
 - 1. Maintain temperature and humidity within ranges identified in manufacturer's instructions.
- D. Provide suitable protection for products stored outside:
 - 1. Provide substantial platforms, blocking or skids to support fabricated products above ground. Prevent soiling or staining, and cover products subject to discoloration or deterioration with impervious sheet coverings.
 - 2. Store loose granular materials on solid surfaces such as paved areas, or, provide plywood or sheet materials to prevent mixing with foreign matter.
 - 3. Provide surface drainage to prevent flow or ponding of rainwater near stored materials or products.
- E. Arrange storage in manner to provide easy access for inspection and physical inventory.

1.03 MAINTENANCE OF STORAGE

- A. Maintain periodic system of inspection and maintenance of stored products on scheduled basis to assure that:

1. State of storage facilities is adequate to provide required conditions and protection.
 2. Required environmental conditions are maintained on continuing basis.
 3. Surfaces of products exposed to elements are not adversely affected.
- B. Make sure mechanical and electrical equipment which require servicing during long term storage, have complete manufacturer's instructions for servicing accompanying each item. Assure notice of enclosed instructions is shown on exterior of package.
1. Comply with manufacturer's instructions on scheduled basis.

1.04 **PROTECTION DURING INSTALLATION**

- A. Take every precaution not to mar or damage finishes.
- B. Provide protection for installed products to prevent damage from subsequent operations. Remove prior to completion of work when no longer needed.
- C. Control traffic to prevent damage to equipment and surfaces.
- D. Install materials only when weather conditions ensure proper application of all materials.
- E. Provide coverings to protect finished surfaces from damage.
1. Cover projections, wall corners, jambs, sills and soffits, in areas used for traffic and for passage of products in subsequent work.
 2. Protect finished floors and stairs from dirt and damage.
- F. Protect waterproofed and roofing surfaces.
1. Prohibit use of surfaces for traffic of any kind, and for storage of any products.
 2. Obtain recommendations of installer, for protection of surface, when some activity must take place in order to carry out the Contract.
 - a. Install recommended protection and remove on completion of that activity.
 - b. Restrict use of adjacent unprotected areas.
- G. Lawns and Landscaping
1. Prohibit traffic of any kind across planted lawn and landscaped areas.

1.05 **REMOVALS**

- A. Remove materials which are damaged or otherwise not suitable for installation from the project

site and replace with acceptable materials at the Contractor's expense.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01660

SECTION 01730 - CUTTING AND PATCHING

PART 1 - GENERAL

1.01 WORK INCLUDED

A. Description

1. Provide all cutting, drilling, rough and finish patching required for the work.
2. Install all required sleeves, forms and inserts before walls, partitions, floors, or roofs are built. Subsequent cutting and patching of walls, partitions, ceilings and floors necessary for reception of work, caused by failure to provide or properly locate sleeves, forms and inserts, incorrect location of work, or failure to cooperate with other trades, shall be done at expense of Contractor.
3. Cut beams, floors or walls for piping or conduit, only with approval of the Engineer and in a careful manner. Use core drills, so as not to seriously impair the appearance or strength of the structure.
4. Cut finish surfaces such as masonry, tile, plaster or metals, by methods to terminate surfaces in a straight line at a natural point of division.
5. Obtain approval from the Engineer, where the work pierces waterproofing or roofing. Furnish all necessary sleeves, caulking and flashing required to make openings absolutely watertight.
6. Provide all drilling and patching for expansion bolts, hangers and other supports for proper and safe installation of work.
7. Execute cutting (including excavating), fitting or patching of work required to:
 - a. Make several parts fit properly.
 - b. Uncover work to provide for installation of ill-timed work.
 - c. Remove and replace defective work.
 - d. Remove and replace work not conforming to requirements of Contract Documents.
 - e. Remove samples of installed work as specified for testing.
 - f. Install specified work in existing construction.
8. Perform the following work, in addition to Contract requirements, upon written instructions of Owner:

- a. Uncover work to provide Owner's observation of covered work.
- b. Remove samples of installed materials for testing.
- c. Remove work to provide for alteration of existing work.

9. Avoid endangering work caused by cutting or altering any part of it.

10. Obtain written approval from Owner before cutting or altering work of another Contractor.

B. Submittals

1. Submit written notice to Owner, requesting written consent to proceed with cutting which affects structural safety of project, or work of another Contractor. Notice should include the following:

- a. Identification of project.
- b. Description of affected work.
- c. Identify necessity for cutting.
- d. List affects on other work and on structural integrity of project.
- e. Describe proposed work, designating the following:
 - 1) Scope of cutting and patching.
 - 2) Contractor and trades to execute work.
 - 3) Products proposed to be used.
 - 4) Extent of refinishing.
- f. Identify alternatives to cutting and patching.
- g. Identify the party responsible for cost of cutting and patching.

2. Submit cost estimate prior to cutting and patching for work executed on instructions of Owner.

3. Submit written recommendation to Owner, when conditions of work, or schedule, indicate change of materials or methods. Include the following:

- a. Identify reasons for change.
- b. Recommendations for alternative materials or methods.
- c. Submittals as required for substitutions.

4. Submit written notice to Owner, designating time work will be uncovered, to provide for Owner observation.

C. Payment for Costs

1. Identify costs caused by ill-timed or defective work, or work not conforming to Contract Documents. This should include costs for additional services of Engineer. These costs to be borne by party responsible for ill-timed, rejected or non-conforming work.
2. List work done on instructions of Engineer, other than defective or non-conforming work. Costs to be borne by Owner.

PART 2 - PRODUCTS

- 2.01 Comply with Specifications for materials in replacement of work or for type of work to be done.

PART 3 - EXECUTION

3.01 **INSPECTION**

- A. Inspect existing conditions of work, including elements subject to movement or damage during:
 1. Cutting and patching.
 2. Excavating and backfilling.
- B. Inspect conditions, after uncovering work, affecting installation of new products.

3.02 **MAKE PREPARATIONS PRIOR TO CUTTING**

- A. Provide shoring, bracing and support as required to maintain structural integrity of project.
- B. Provide protection for other portions of project.
- C. Provide protection from elements.

3.03 **PERFORMANCE**

- A. Execute fitting and adjustment of products to provide finished installation to comply with specified tolerances and finishes.
- B. Execute cutting and demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs and new work.
- C. Restore work which has been cut or removed. Install new products to provide completed work in accord with requirements of Contract Documents.
- D. Refinish entire surfaces as necessary to provide an even finish.
 1. Provide continuous surface to nearest intersection.
 2. Complete entire refinishing of each assembly.

END OF SECTION 01730

SECTION 01740 - CLEANING

PART 1 - GENERAL

1.01 DESCRIPTION

- A. Initiate and maintain a specific program to prevent accumulation of debris caused by operations at construction site, storage areas, parking areas, or along access roads and haul routes.
 - 1. Provide containers for deposit of debris at locations agreed to with the Owner.
 - 2. Prohibit overloading of trucks to prevent spillages on access and haul routes.
- B. Schedule regular collection and disposal of debris as specified herein.
 - 1. Remove all construction debris and excess materials from the project site before 8:00 a.m. or after 6:00 p.m. each day.
 - 2. Remove containers from the sidewalk and public areas by 8:00 a.m. Keep these areas clear of refuse containers from 8:00 a.m. until 6:00 p.m. **
- C. Remove waste materials, rubbish, tools, equipment machinery and surplus materials at completion of work. Clean all sight-exposed surfaces and leave project clean and ready for occupancy.

1.02 SAFETY REQUIREMENTS

- A. Maintain project standards in accordance with applicable safety and insurance requirements.
- B. Provide proper hazard controls.
 - 1. Store volatile wastes in covered metal containers. Remove from premises daily.
 - 2. Prevent accumulation of wastes which create hazardous conditions.
 - 3. Alert Engineer for prior approval and provide adequate ventilation during use of volatile or noxious substances.
- D. Conduct cleaning and disposal operations to comply with local ordinances and anti-pollution laws.
 - 1. Avoid burning or burying rubbish and waste materials on project site.
 - 2. Avoid disposal of volatile wastes such as mineral spirits, oil, or paint thinner in storm or sanitary drains, or waterways.

1.03 MATERIALS

- A. Use only cleaning materials recommended by manufacturer of surface to be cleaned.

1.04 DURING CONSTRUCTION

- A. Clean regularly to ensure that building, equipment, mechanical/electrical systems, grounds and public properties are maintained free from accumulations of waste materials and rubbish.
- B. Wet down dry materials and rubbish to lay dust and prevent blowing dust.
- C. Clean site and public properties, and dispose of waste materials, debris and rubbish at reasonable intervals during progress of work.
- D. Remove waste materials, debris and rubbish from site and legally dispose of at public or private dumping areas off Owner's property.
- E. Vacuum clean interior building areas prior to painting. Continue vacuum cleaning on an as-needed basis until building is ready for Final Completion of the work or occupancy.
- F. Handle materials in a controlled manner with as few handlings as possible. Do not drop or throw materials from heights.
- G. Schedule cleaning operations so that dust and other contaminants resulting from cleaning process will not fall on wet, newly painted surfaces.
- H. Clean equipment and systems, as directed, prior to testing for acceptance.

1.05 FINAL CLEANING

- A. Employ experienced workers for final cleaning.
- B. Conduct final inspection of sight-exposed interior and exterior surfaces, and of concealed spaces in preparation for final completion of the work.
- C. Remove grease, dust, dirt, stains, labels, fingerprints and other foreign materials from finished surfaces.
- D. Repair, patch and touch-up marred surfaces to specified finish, to match adjacent surfaces.
- E. Broom clean paved surfaces; rake clean other surfaces of grounds.
- F. Remove snow and ice from access to building.
- G. Replace air conditioning filters, if units were operated during construction.
- H. Clean ducts, blowers and coils, if air conditioning units were operated without filters during construction.
- I. Owner will assume responsibility for cleaning as of time designated on Certificate of Final Completion of the work for Owner's acceptance of project or portions thereof.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01740

SECTION 01750 - STARTING OF MECHANICAL/ELECTRICAL SYSTEMS

PART 1 - GENERAL

1.01 REQUIREMENTS

- A. Provide material and labor required to perform start-up and test of each respective item of equipment and system. Prior to beginning of test, complete procedures for adjustment and balancing.
 - 1. Provide information and assistance as required during start-up.
 - 2. Cooperate and coordinate with Owner, manufacturer, equipment vendor, insurance underwriter and utility company.
 - 3. Provide all inspection, test, adjustment and balancing services.
- B. Comply strictly with specified procedures in starting-up mechanical/electrical systems.

1.02 DEMONSTRATION TO OWNER

- A. Include Owner's appropriate personnel during start-up procedures. Demonstrate methods of starting up equipment and normal operating techniques.
- B. Schedule the start-up period to accommodate Owner's personnel.
- C. Furnish and use all tools, ladders, etc. as required in starting all equipment and clean up of debris. Leave site in its original condition.
- D. Describe any required settings of equipment system gauges, dials, etc., during training of Owner's representative(s).
- E. Identify, for the Owner, the equipment/component manufacturer's service requirements. Also, indicate how to perform mechanical work procedures properly.
- F. Identify Owner's required operating and preventive maintenance tasks, e.g., weekly or monthly exercising, etc.
- G. Provide Owner, in writing within five days of the commencement of start-up procedures, a list of equipment deficiencies and corrective steps which the Owner should take. Also, provide a copy of a checklist to the Owner indicating repair/service measures to be taken. Also identify outside service agency available to do the work.
- H. Provide recommended spare parts list with accompanying unit cost and total costs.
- I. Describe the guarantee and identify the guarantee period for each piece of equipment.
- J. At conclusion of the start-up, Owner will indicate acceptance of the components of the systems in their present physical and operating condition.

1.03 START-UP PROCEDURES

- A. Make Sure Bearings are Performing Properly
 - 1. Inspect bearings for cleanliness. Clean and remove foreign materials.
 - 2. Verify alignment.
 - 3. Replace defective bearings, including those which run "rough" or noisy.
 - 4. Provide lubrication as necessary and in accordance with manufacturer's recommendations.

- C. Check All Drives
 - 1. Adjust tension in V-belt drives. Adjust vari-pitch sheaves and drives for proper equipment speeds.
 - 2. Adjust drives for alignment of sheaves and V-belts.
 - 3. Clean and remove foreign materials before starting operation.

- D. Inspect All Motors
 - 1. Check each motor for amperage comparison to nameplate value.
 - 2. Correct conditions which produce excessive current flow and which exist due to equipment malfunction.

- E. Check All Pumps
 - 1. Check mechanical seals for cleanliness and adjustment before running pump.
 - 2. Inspect shaft sleeves for scoring.
 - 3. Inspect mechanical faces, chambers and seal rings. Replace if defective.
 - 4. Verify that piping system is free of dirt and scale before circulating liquid through the pump.

- F. Check All Control Valves
 - 1. Inspect both hand and automatic control valves. Clean bonnets and stems.
 - 2. Tighten packing glands to assure no leakage. Permit valve stems to operate without galling.
 - 3. Replace packing in valves to retain maximum adjustment after system is judged complete.

4. Replace packing on any valve which continues to leak.
 5. Remove and repair bonnets which leak.
 6. Coat packing gland threads and valve stems with a surface preparation of "Moly-Cote" or "Fel-Pro", after cleaning.
- G. Verify that control valve seats are free from foreign material and are properly positioned for intended service.
- H. Tighten flanges after system has been placed in operation. Replace flange gaskets which show any sign of leakage after tightening.
- I. Inspect screwed joints for leakage. Promptly remake each joint which appears to be faulty; do not wait for rust to form. Clean threads on both parts. Apply compound and remake joints.
- J. Clean strainers, dirt pockets, orifices, valve seats and headers in pneumatic/fluid systems after system has been placed in operation to assure being free of foreign materials.
- K. Open steam traps and air vents. Remove operating elements. Clean thoroughly. Replace internal parts and put back into operation.
- L. Remove rust, scale and foreign materials from equipment and renew defaced surfaces.
- M. Set and calibrate draft gauges of air filters and other equipment.
- N. Inspect and properly adjust fan wheels for clearance and balance.
- O. Check each electrical control circuit to assure that operation complies with Specifications and requirements to provide desired performance.
- P. Inspect each pressure gauge and thermometer for calibration. Replace items which are defaced, broken or which read incorrectly.
- Q. Repair damaged insulation.
- R. Vent gasses trapped in any part of systems. Verify that liquids are drained from all parts of gas or air systems.
- S. Check piping for leaks at every joint, and at every screwed, flanged or welded connection, using "Leak-Tek" or other approved compound.

1.04 ADJUSTMENTS

- A. Provide such periodic continuing adjustment services as necessary to ensure proper functioning of mechanical systems upon occupancy of the project site and for a period of one year after date of final completion of the work.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01750

SECTION 01770 - PROJECT CLOSEOUT

PART 1 - GENERAL

1.01 SUBSTANTIAL COMPLETION

- A. Submit written certification to Owner that project, or designated portion of project, is substantially complete. Include a list of major items to be completed or corrected.
- B. Provide Owner the opportunity to make an inspection within seven days after receipt of certification.
- C. Perform the following when Owner agrees work is substantially complete:
 - 1. Prepare, and submit to Owner, a list of items to be completed or corrected, as determined by the inspection.
 - 2. Sign the Certificate of Substantial Completion. Engineer will prepare and issue a Certificate of Substantial Completion, complete with signatures of Owner and Contractor, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by Owner.
 - 3. Perform final cleaning in accordance with Specifications.
 - 4. Obtain Certificate of Occupancy.
 - 5. Complete work listed for completion or correction, within designated time.
- D. Perform the following, when Owner considers work is not substantially complete:
 - 1. Accept in writing, the Owner's immediate notification stating the reasons work is not substantially complete.
 - 2. Complete the work, and send a second written notice to Owner, certifying project, or designated portion of project, is substantially complete.
 - 3. Re-inspect work with the Owner.
- E. Owner will occupy project premises under provisions stated in Certificate of Substantial Completion.

1.02 FINAL INSPECTION

- A. Submit written certification to the following:
 - 1. Review of Contract Documents is completed.
 - 2. Inspection of project for compliance with Contract Documents is completed.
 - 3. Work is completed in accordance with Contract Documents.

4. Test of equipment and systems in presence of Engineer are completed and they are operational.
 5. Completed project is ready for final inspection.
- B. Schedule final inspection with Owner within seven days after receipt of certification.
- C. Make project closeout submittals, at the request of the Owner, following Owner's consideration that work is finally complete in accordance with requirements of Contract Documents.
- D. Complete the following, should Owner consider that work is not finally complete:
1. Receive in writing from the Owner reasons for the work not being finally complete.
 2. Take immediate steps to remedy the stated deficiencies, and send second written notice to Owner certifying that work is complete.
 3. Make arrangements with Owner to re-inspect the work.

1.03 RE-INSPECTION COSTS

- A. Pay additional service costs. Should Owner be required to perform second inspections because of failure of work to comply with original certifications of Contractor, Owner will be compensated for additional services, and deduct amount paid from final payment to Contractor.

1.04 SERVICE MANUALS AND INSTRUCTIONS

- A. Instruct Owner's personnel in operation of all systems, mechanical, electrical and other equipment.
- B. Fully instruct the Owner, upon completion of the work, as to the operation and maintenance of all material, equipment and systems.
- C. Provide three complete bound sets of instruction manuals for operating and maintaining all systems and equipment.
- D. Include the following in each manual:
1. For each item, the manufacturer's name, address and telephone number.
 2. Brief description of each equipment item and basic operating features.
 3. Limiting conditions.
 4. Start-up instructions.
 5. Routine and normal operating instructions.
 6. Regulation and control.
 7. Shutdown.
 8. Emergency procedures.
 9. Lubrication and maintenance instructions.
 10. Guide to troubleshooting.

11. Parts lists.
12. Drawings.
13. Wiring diagrams.
14. Test data and performance curves.
15. Copies of written guarantee and manufacturer's warranties.

E. Provide complete descriptions and instructions for maintenance of the systems and equipment, including replacement parts, all labor and materials to maintain the system in proper operating condition for the guarantee period.

1.05 AS-BUILT DRAWINGS

- A. Provide Owner with a complete set of as-built drawings covering every aspect of the work. The complete set shall include a set of mylars or quality sepias capable of producing quality prints and two full sets of all as-built drawings.
- B. The as-built drawings will be delivered to the Owner within 30 days of completion of the work.

1.06 CLOSEOUT SUBMITTALS

- A. Submit the following to the Owner:
 1. Project record documents.
 2. Operation and maintenance data.
 3. Guarantees and bonds as specified.
 4. Keys and keying schedules.
 5. Parts and materials as specified.
- B. Deliver evidence of compliance with requirements of governing authorities:
 1. Certificates of Inspection **
 1. Mechanical
 2. Electrical
 3. Fire Protection

C. Deliver Certificate of Insurance for products and completed operations.

1.07 EVIDENCE OF PAYMENTS AND RELEASE OF LIENS

- A. Submit Contractor's affidavit of payment of debts and claims.
- B. Submit Contractor's affidavit of release of liens. Also include:
 1. Consent of surety to final payment.

2. Contractor's release or waiver of liens.
3. Separate releases of waivers of liens for subcontractors, suppliers, and others with lien rights against property of Owner, together with list of those parties.

1.08 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit final statement of accounting to Owner.
- B. Reflect all adjustments in the statement including the following:
 1. Original Contract sum.
 2. Additions and deductions resulting from the following:
 - a. Previous Change Orders.
 - b. Cash allowances.
 - c. Unit prices.
 - d. Other adjustments.
 - e. Deductions for uncorrected work.
 - f. Penalties and bonuses.
 - g. Deductions for liquidated damages.
 - h. Deductions for reinspection payments.
 3. Total Contract sum, as adjusted.
 4. Previous payments.
 5. Sum remaining due.
- C. Owner will prepare a final Change Order reflecting the approved adjustments to the Contract sum not previously made by Change Orders.

1.09 FINAL APPLICATION FOR PAYMENT

- A. Submit final application in accordance with requirements of the General Conditions and the Supplemental General Conditions.

1.10 FINAL CERTIFICATE FOR PAYMENT

- A. Owner will issue a final certificate in accordance with provisions of the General Conditions.
- B. Should the final completion be materially delayed through no fault of the Contractor, the Owner may make payment for that portion of the work fully completed and accepted, in accordance with the provisions of the General Conditions.

1.11 POST-CONSTRUCTION INSPECTION

- A. Make visual inspection of the project with the Owner prior to expiration of the one-year

guarantee. Determine whether correction of work is required in accordance with the provisions of the General Conditions.

- B. For guarantees beyond one year, the Owner will make inspections after notification to the Contractor.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01770

SECTION 01780 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 MAINTENANCE OF DOCUMENTS

- A. Maintain at project site, one copy of each of the following:
 - 1. Contract Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Reviewed and approved shop drawings.
 - 5. Change Orders.
 - 6. Other modifications to Contract.
 - 7. Field test records.
 - 8. Minutes from progress meetings.
- B. Store documents in a location directed by Owner, apart from documents used for construction.
- C. Provide files and racks for storage of documents.
- D. File documents in accordance with project filing format of Specification Division and Section numbers.
- E. Maintain documents in clean, dry, legible condition.
- F. Avoid use of record documents for construction purposes.
- G. Make documents available at all times for inspection by Owner/Engineer.

1.02 RECORDING

- A. Label each document PROJECT RECORD in two-inch high printed letters.
- B. Keep record documents current.
- C. Avoid permanently concealing any work until required information has been recorded.
- D. Mark Contract Drawings legibly to record the following actual construction data:
 - 1. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
 - 2. Field changes of dimension and detail.
 - 3. Changes made by Change Order.
 - 4. Details not on original Contract Drawings.

- E. Mark Specifications and Addenda legibly to record the following:
 - 1. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
 - 2. Changes made by Change Order.
 - 3. Other matters not originally specified.
- F. Maintain shop drawings as record documents. Legibly annotate following Drawings to record changes made after review:
 - 1. Cut stone details.
 - 2. Structural steel.
 - 3. Ornamental metals.

1.03 SUBMITTALS

- A. At completion of the project, deliver record documents to Owner.
- B. Provide an accompanying submittal with transmittal letter, in duplicate, containing the following:
 - 1. Date.
 - 2. Project title and number.
 - 3. Contractor's name and address.
 - 4. Title and number of each record document.
 - 5. Certification that each document as submitted is complete and accurate.
 - 6. Signature of Contractor, or his authorized representative.

PART 2 - PRODUCTS

Not used.

PART 3 - EXECUTION

Not used.

END OF SECTION 01780

SECTION 01900 - ASBESTOS WORK

WARNING! The handling, removal or encapsulation of any asbestos or asbestos products does not fall within the scope of this work. In the event the Contractor discovers asbestos or asbestos products during the course of his work, or has reason to suspect that asbestos or asbestos fibers may be contained within existing ductwork, air handling units or other enclosures, the Contractor shall immediately stop work in the immediate area and shall notify the Owner of his findings.

It is understood that the handling, removal or encapsulation of asbestos involves certain health risks which require specific procedures and safety measures. The Contractor agrees and understands that the Owner and Engineer shall not be responsible for the safety and safety measures, including measures for the protection of employees of the Contractor or his subcontractors, nor for the protection of the general public.

Such responsibility for safety and safety measures is and shall remain that of the Contractor. Therefore, the Contractor agrees to hold harmless, defend and indemnify the Owner and the Engineer from and against all claims, suits, expenses or damages arising from, or alleged to arise from, exposure to asbestos or asbestos fibers, in connection with the Contractor's work.

Prior to commencing any work relating to or involving asbestos handling, removal or encapsulation, the Contractor, in conjunction with the Owner, shall consult with an independent consultant specializing in such asbestos handling, removal or encapsulation. The cost of retaining the services of such independent consultant, as well as the cost of arranging for the handling, removal or encapsulation of the asbestos or asbestos fibers shall be borne by the Owner and shall be treated as a separate Contract.

All such asbestos work, if required, shall be performed in accordance with all federal, state and local laws, rules, regulations and ordinances.

END OF SECTION 01900

00410 BID FORM

PROJECT: NUMC AHP Dialysis and Vent Unit Essential Electrical System

TO: Mr. Andrew Mienkiewicz
VP for Facilities
NuHealth
2201 Hempstead Turnpike
East Meadow, NY 11554

Dear Mr. Mienkiewicz:

Having carefully examined the Invitation to Bid, Instructions to Bidders, the Agreement, the General Conditions, Supplementary Conditions, Specification Divisions and the accompanying Drawings, as well as the project site and the conditions affecting the work, the undersigned agrees and proposes to furnish all materials, labor and services called for in accordance with said documents, for the following sum of money, including premium time, complete within the phasing and time schedule specified:

A. BASE BID – GENERAL CONSTRUCTION

- 1. For all labor, materials, services and equipment necessary for general construction, structural, mechanical and electrical work connected with the completion of the project, the sum of:

_____ Dollars (\$_____).

- 2. Number of working days to start of construction following award of Contract: ____ days.
- 3. Time (in weeks) for completion of the work: ____ weeks.

B. OVERTIME

- 1. The Contractor's allowance for overtime work when such overtime 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.
 - a. The Contractor's allowance for approved overtime labor shall be \$_____ per man hour.

C. CHANGE ORDERS

1. The addition for overhead and profit, for any approved Change Order will be a percent of the sum of all applicable direct labor and material costs as follows:
 - a. The subcontractor's overhead and profit allowance will be ___% of direct labor and material costs, as applicable.
 - b. The Contractor's overhead and profit allowance will be ___% of direct labor, material, and subcontractor costs, as applicable.

D. INSURANCE

1. Certificates evidencing insurance in accordance with the General Conditions and Supplementary Conditions will be furnished to the Owner prior to commencement of work.

E. BIDDER'S CERTIFICATION

The Bidder is experienced in the use and interpretation of Drawings and Specifications such as those included in the Bid Documents. He has carefully reviewed the Drawings and Specifications and has found them free of ambiguity and sufficient for bid purposes. He has based his bid solely on these Documents not relying on any explanation or interpretation, oral or written, from any other source.

If notified of the acceptance of this Bid Form within 30-days of the time set for the opening of Bids, the Undersigned agrees to execute an Agreement for the above work for the above stated compensation in the form provided by the Owner, within 5-days after the date of Owner's Notice of Award.

- F. The work called for in the Drawings and Specifications will be substantially completed by _____.

it is understood that substantial completion shall be as defined in Article 1 of the General Conditions and that the Owner may occupy the premises _____ and commence his normal operations.

Signed: _____
Contractor

By:

Title:

Date:

Address:

Telephone:

Seal (if Bidder is a Corporation):

END OF BID FORM

00410 BID FORM

PROJECT: NUMC AHP Dialysis and Vent Unit Essential Electrical System

TO: Mr. Andrew Mienkiewicz
VP for Facilities
NuHealth
2201 Hempstead Turnpike
East Meadow, NY 11554

Dear Mr. Mienkiewicz:

Having carefully examined the Invitation to Bid, Instructions to Bidders, the Agreement, the General Conditions, Supplementary Conditions, Specification Divisions and the accompanying Drawings, as well as the project site and the conditions affecting the work, the undersigned agrees and proposes to furnish all materials, labor and services called for in accordance with said documents, for the following sum of money, including premium time, complete within the phasing and time schedule specified:

A. BASE BID – PLUMBING/FIRE PROTECTION

- 1. For all labor, materials, services and equipment necessary for general construction, structural, mechanical and electrical work connected with the completion of the project, the sum of:

_____ Dollars (\$_____).

- 2. Number of working days to start of construction following award of Contract: _____ days.
- 3. Time (in weeks) for completion of the work: _____ weeks.

B. OVERTIME

- 1. The Contractor's allowance for overtime work when such overtime 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.
 - a. The Contractor's allowance for approved overtime labor shall be \$_____ per man hour.

C. CHANGE ORDERS

1. The addition for overhead and profit, for any approved Change Order will be a percent of the sum of all applicable direct labor and material costs as follows:
 - a. The subcontractor's overhead and profit allowance will be ___% of direct labor and material costs, as applicable.
 - b. The Contractor's overhead and profit allowance will be ___% of direct labor, material, and subcontractor costs, as applicable.

D. INSURANCE

1. Certificates evidencing insurance in accordance with the General Conditions and Supplementary Conditions will be furnished to the Owner prior to commencement of work.

E. BIDDER'S CERTIFICATION

The Bidder is experienced in the use and interpretation of Drawings and Specifications such as those included in the Bid Documents. He has carefully reviewed the Drawings and Specifications and has found them free of ambiguity and sufficient for bid purposes. He has based his bid solely on these Documents not relying on any explanation or interpretation, oral or written, from any other source.

If notified of the acceptance of this Bid Form within 30-days of the time set for the opening of Bids, the Undersigned agrees to execute an Agreement for the above work for the above stated compensation in the form provided by the Owner, within 5-days after the date of Owner's Notice of Award.

- F.** The work called for in the Drawings and Specifications will be substantially completed by _____.

it is understood that substantial completion shall be as defined in Article 1 of the General Conditions and that the Owner may occupy the premises _____ and commence his normal operations.

Signed: _____
Contractor

By:

Title:

Date:

Address:

Telephone:

Seal (if Bidder is a Corporation):

END OF BID FORM

Emergency Power System Upgrade @ A.H.P.

Prevention of Healthcare-Associated Infections During Asbestos Abatement,
Construction and Remodeling
Policy # IC 042

Page 1 of 6

NASSAU HEALTH CARE CORPORATION EAST MEADOW, NEW YORK

SECTION: INFECTION PREVENTION AND CONTROL (IC) DEPARTMENTAL POLICY

POLICY/PROCEDURE

TITLE: Prevention of Healthcare-Associated Infections During Asbestos Abatement,
Construction and Remodeling

Approved by:
Quality and Policy Advisory Council (QPAC)

Cross References: :

Preconstruction Risk Assessment Policy EOC Policy
Isolation and Infection Prevention and Control Manual IC#023
Facility Guideline Institute for Hospital and Outpatient Setting, 2014.
CDC. Guideline for Environmental Infection Control in Healthcare Facilities, 2003.
Miller K. Planning, Design and Construction of Health Care Facilities. JCAHO, Chicago, 2006.
Frederick, B. Infection Control During Hospital Renovation Projects. American Society for Healthcare Engineering of the American Hospital Association, 1998. Chicago. 131-137.
AIA guidelines American Institute of Architects Academy of Architecture for Health, Facilities Guideline Institute: *2006 Guidelines for design and construction of hospitals and healthcare facilities*, Washington, DC, 2006, American Institute of Architects Press.
Association for Professional in Infection Prevention and Control, 2014.
APIC Infection Prevention Manual for Construction and Renovation, 2015

1.0. POLICY

- 1.1. To prevent the airborne spread of fungal spores that 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 Life Safety and Infection Prevention and Control Risk Assessments.

2.0. PROCEDURE

- 2.1. All contractors will be cleared medically prior to start of work coordinated through Planning and Construction Coordination Team
- 2.2. In service on Prevention of Infection Associated with Construction should be provided Prior to start of work
- 2.3. Construction / Remodeling Coordination Team
 - 2.3.1. The team considers the following prior to initiating any construction or repair activity:
 - 2.3.1.1. Design, function and scope of work of the structure to be done.
 - 2.3.1.2. Assessment of environmental risks for airborne disease and opportunities for prevention.
 - 2.3.1.3. Measures to contain dust and moisture during construction.
- 2.4. The following disciplines are included:

Approved Date: 9/22/2016
Effective Date: 9/28/2016

Next Review Date: 9/22/2018

- a. Engineering Department
 - b. Director and Manager of the involved and adjacent patient care areas
 - c. Safety and Security Department
 - d. Infection Prevention and Control Department
 - e. Planning Department / Architects
 - f. Project Managers
- 2.5. Responsibility and Accountability
- 2.5.1. Coordinate members' input in developing a comprehensive project management plan.
 - 2.5.2. Conduct a risk assessment (Pre-construction Infection Prevention and Control Risk Assessment) of the project to determine potential hazard patients, employees and construction workers.
 - 2.5.3. Prevent unnecessary exposure of patients, visitors and staff.
 - 2.5.4. Oversee all infection control aspects of construction activities
 - 2.5.5. Establish site-specific infection control protocols for specialized areas.
 - 2.5.6. Ensure compliance with construction standards and any applicable safety regulations.
 - 2.5.7. Establish a mechanism to correct problems quickly.
 - 2.5.8. Implement "interim life safety measures" as required.
- 2.6. Infection Prevention and Control Risk Assessment Procedure
- 2.6.1. An Infection Prevention and Control Risk Assessment is completed prior to start of construction (see Appendix 1)
 - 2.6.2. Contractor will acknowledge ICRA and adhere to Infection Prevention and Control precautions.

Appendix I:

NASSAU HEALTH CARE CORPORATION
Infection Prevention and Control Risk Assessment Form
(ICRA)

Task/Project Description
Emergency Power System Upgrade @ A.H.P. See Bid Specifications

Location:	Facility A.H.P.	Building	Floor	Section/Area
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Step One: Using the following table, *identify* the **Type** of Construction Project or Maintenance Activity (**Type A - D**)

TYPE A	Inspection and Non-Invasive Activities. Includes, but is not limited to: removal of ceiling tiles for visual inspection limited to 1 tile per 50 square feet painting (but not sanding) 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.
TYPE B	Small scale, short duration activities which create minimal dust Includes, but is not limited to: installation of telephone and computer cabling access to chase spaces cutting of walls or ceiling where dust migration can be controlled
TYPE C	Work that generates a moderate to high level of dust or requires demolition or removal of any fixed building components or assemblies Includes, but is not limited to: sanding of walls for painting or wall covering removal of floor-covering, ceiling tiles and casework new wall construction minor duct work or electrical work above ceilings. major cabling activities any activity which cannot be completed within single work-shift
TYPE D	Major demolition and construction projects Includes, but not limited to: activities which requires consecutive work shifts requires heavy demolition or removal of a complete cabling system new construction

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:

Low risk	Medium risk	High risk	Highest Risk
- Office areas	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. Cardiac Cath Unit 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 <i>Admixture Area</i>

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.

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	Type C	Type D
LOW Risk Group	I	II	II	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 Prevention and Control Department approval will be required when the Construction Activity and Risk Level indicate that Class III and Class IV control procedures are necessary.

Description of Required Infection Control Precautions by Class
During Construction Project

Upon Completion of Project

Class I	During Construction Project	Upon Completion of Project
Class II	<p>Execute work by methods to minimize raising dust from the construction operators. Immediately replace a ceiling tile displaced for visual inspection</p>	<p>Wipe work surfaces with disinfectant Contain construction waste before transport in tightly covered containers Wet mops and/or vacuum with HEPA filtered vacuum before leaving work area. Remove isolation of HVAC system in area where work is being performed.</p>
Class III	<p>Provide active means to prevent airborne dust from dispersing into atmosphere Water mist work surfaces to control dust while cutting Seal unused doors with duct tape Block off and seal air vents Place dust mat at entrance and exit of work area Remove or isolate HVAC system in areas where work is being performed.</p>	<p>Remove or Isolate HVAC system in area where work is being done to prevent contamination of duct system 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. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units. Contain construction waste before transport in tightly covered containers Cover transport receptacles or carts. Tape covering unless solid lid.</p>
CLASS IV	<p>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. Remove barrier materials carefully to minimize spreading of dirt and debris associated with construction. Vacuum work area with HEPA filtered vacuums Wet mop area with disinfectant Remove isolation of HVAC system in areas where work is being performed.</p>	<p>Isolate HVAC system in area where work is being done to prevent contamination of duct system 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. Maintain negative air pressure within work site utilizing HEPA equipped air filtration units. Seal holes, pipes, conduits, and punctures appropriately 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. All personnel entering work site are required to wear shoe covers. Shoe covers must be changed. 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.</p>

Step Four: Implement the appropriate level of infection control precautions as indicated in the above table.

Approved Date: 9/22/2016
Effective Date: 9/28/2016

Next Review Date: 9/22/2018

Construction Requires the Following Class

CLASS: 2

Evaluated by:

Infection Prevention and Control Department

Signature

Title

Date

Engineering/Maintenance or Planning



Labor Supervisor

9.12.18

Signature

Title

Date

Andrew Mienkiewicz

**Contractor's Notification Declaration
Contractors 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.

Print Name

Signature

Title

Date

Emergency Power System Upgrade @ A.H.P.

PRE-CONSTRUCTION RISK ASSESSMENT
Policy #: EC-1035

Page 1 of 7

NuHealth System Nassau University Medical Center

SECTION: MANAGEMENT OF THE ENVIRONMENT OF CARE POLICY/PROCEDURE

TITLE: PRE-CONSTRUCTION RISK ASSESSMENT
<u>Approved:</u> Steven Suspenski, VP support services; Donald Fraser, Director of Planning; Fara Tabaei, Director of Purchasing; James Engel Director of Public Safety; George Araujo, Safety Officer
<u>Cross References:</u> EC 02.06.05; LS 01.02.01

1.0 Policy.

NHCC is committed to protect the health and safety of patients, staff, and visitors at all times. Construction, renovation, and maintenance activities are necessary to ensure and deliver of excellent healthcare. It is the responsibility of NHCC to evaluate those activities for their potential impact on patient care and safety prior to beginning work. There are a number of issues that must be addressed by appropriate members of staff including but not limited to Facilities, Safety and Security, Fire Safety, Engineering Infection Control and any other department as required. This group will assess the potential impact of each construction, renovation, or demolition project and the ability of the Corporation to meet the needs of patients and care givers. The risks identified will be used to develop a plan designed to minimize disruption of patient care services and risks to staff and visitors. Every effort will be made to minimize disruption related to the construction process. However, in all cases, patient care considerations will have the highest priority. NHCC will not compromise patient care quality or patient safety.

2.0 Scope.

For all new Construction, renovation and maintenance performed within the East Meadow Campus in patient care occupancy. The Infection Control Department (IC), Planning Department, Facilities, Project Managers, and Contractors are responsible to integrate the principles in this policy throughout the planning, managing, and completion of each project.

Effective date 02/2012
Reviewed 02/2012

Revised 02/2012
Next Review date: 02/2015

3.0 Procedure

When demolition, renovation, modification, or other construction activities are planned, a team of qualified members made up of contractors, sub-contractors, Facilities Department, Planning Department, Infection Control Department, Safety and Security Department, Fire Safety Division and appropriate clinical department staff will assess the impact of the work on Hospital operations.

- 3.1 The assessment will consider the potential impact for the following:
 - 3.1.1 It will evaluate the potential disturbance of dust that could cause respiratory irritation, infections, or expose anyone to hazards such as asbestos or hazardous chemicals.
 - 3.1.2 It will evaluate the impact of air quality based on activities performed and materials used in the construction process.
 - 3.1.3 It will evaluate the noise and vibration associated with construction operations and the potential for impact on the ability to provide patient care or perform normal business functions.
 - 3.1.4 It will evaluate the potential for disruption of utility services and communication systems.
 - 3.1.5 It will evaluate the impact on fire and life safety.
 - 3.1.6 It will evaluate the impact on access for emergency services, and each project will be carefully reviewed to determine if there are unique problems requiring special consideration during construction.
- 3.2 The risk assessment will be used to develop plans to minimize the impact of construction on patient care and business operations of NHCC Medical Center. In addition, appropriate emergency response procedures will be developed. The risk assessment process will be repeated as often as necessary to assure effective management of the issues listed throughout the life of each project, from the design phase up to and including the time of completion (occupancy & operation).
- 3.3 The Joint Commission on Accreditation of Healthcare Organizations (JCAHO) accredits NHCC. The JCAHO required documentation of the risk assessment, the plans developed to manage the impact of construction, and implementation of the plans shall be maintained and readily available within the Planning office. Periodic reporting of all project assessments

and ongoing activities will be communicated to the Environment of Care Committee.

- 3.4 Hospital staff (including but not limited to Safety, Engineering, Infection Control, Project Planning, Safety, Facilities, Security, and Leadership) and contractor representatives will participate in the documentation of compliance. Contractors are required to participate in the assessment, implementation, monitoring and enforcement of the plans. Contractor participation may include training of construction workers, supplying specialized equipment to create and maintain safe environmental conditions, monitoring construction staff behavior, enforcing safe work practices and maintaining diligent assurance of all necessary records and documentation (see attached forms)

NUMC PCRA FORM			
Assessment of the Impact of Construction Projects			
Project:	Location: <u>A.H.P.</u>	Start date:	End Date:
Project Manager:		Contractor:	
Category	Factors	(*)Risk Impact	
(A) Noise	Impact, duration, scheduled time of work	Impact	
(B) Air/Dust	Cutting, Grinding, Sanding, etc.	Minimal	
(C) Infection Control	Category of Risk (select one) 1 - 2 - 3 - 4 - 5	2	
(D) Vibration	Tool use, demolition, distance	Minimal	
(E) Life Safety Impact	Hot work, disabling alarms, penetrations, exit modifications, smoking	Significant	
(F) Disruption of Utilities	Planned shutdowns, Construction near utility systems supplies	Significant	
(G) Emergency Access/ Security	Obstruct access to fire lanes or Fire Dept? Site security, Access control.	N/A	
Brief description of work to be performed:			
List areas of forecasted concerns for any/all of the categories listed above		List appropriate measure(s) recommended for limiting disruption/code violation/potential adverse outcome	
(A)		Coordinate any impacts w/Nursing	
(B)		Coordinate w/Nursing	
(C)		2	
(D)		Coordinate w/Nursing	
(E)		Coordinate w/Nursing + Engineering	
(F)		Coordinate w/Nursing + Engineering	
(G)			

(*)For Risk Impact use indicator Minimal, Moderate, Significant. THIS FORM WILL BE DISTRIBUTED TO ALL AFFECTED AREA MANAGERS, ENGINEERING, INFECTION CONTROL, CONTRACTOR(S), SAFETY & SECURITY, NURSING ADMINISTRATION, PLANNING, FIRE SAFETY, P OF FACILITIES & EC COMMITTEE

NUMC Interim Life Safety Measures Assessment Tool

Project: _____ Location: _____
 Completed BY: _____ Initial Date: _____ Reassessment Date: _____
 Potential and/or Identified Deficient Issues:

- _____
- _____
- _____

Evaluate deficiency and/or Construction hazards to determine when and to what extent one or more of the following measures apply:

Impact Evaluation	Yes/No/NA	Measures Implemented
1. Will all areas exits required to be free and unobstructed? No construction materials, equipment, or debris blocks free use of all exits adjacent to the construction site or impacted by the project. All existing exit signs will remain in place and operational.		
2. Will any exterior access points to the building be blocked? Access to Emergency Departments, entrances, and exit discharges will be maintained free of obstruction, storage or other impediments		
3. Will any fire alarm systems & suppression systems be compromised and/or altered? Any temporary system must be tested monthly. A fire watch & Fire Dept notification must be implemented when fire systems are compromised for more than 24 hours.		
4. Will there be a need to erect construction partitions that are smoke tight, fire resistant, non-combustible, slab to slab, and wall to wall?		
5. Will any additional fire extinguisher and equipment be necessary & provided on site? Equipment must be functional and tests and inspections are up to date.		
6. Will the smoking prohibition need to be communicated, monitored and enforced?		
7. Will construction storage need be minimized and housekeeping & debris removal policies communicated, monitored and enforced.		
8. Will additional Fire Drills be necessary for staff in affected areas and/or within construction area (contractor) staff?		
9. Will surveillance of the area be necessary?		
10. Will any additional training of staff and/or contractors be necessary to compensate for impaired structural or compartmental features of fire safety?		
11. Will campus-wide safety education programs need to be communicated to promote awareness of fire safety building deficiencies, construction hazards, and ILSM?		
12. List any other Life Safety Code deficiency/ concerns identified		
13. List any other Life Safety Code deficiency/ concerns identified:		
14. List any other Life Safety Code deficiency/ concerns identified:		

1		2		3		4		5		6		7	
A	D	A	D	A	D	A	D	A	D	A	D	A	D
B	E	B	E	B	E	B	E	B	E	B	E	B	E
C	F	C	F	C	F	C	F	C	F	C	F	C	F
8		9		10		11		12		13		14	
A	D	A	D	A	D	A	D	A	D	A	D	A	D
B	E	B	E	B	E	B	E	B	E	B	E	B	E
C	F	C	F	C	F	C	F	C	F	C	F	C	F
15		16		17		18		19		20		21	
A	D	A	D	A	D	A	D	A	D	A	D	A	D
B	E	B	E	B	E	B	E	B	E	B	E	B	E
C	F	C	F	C	F	C	F	C	F	C	F	C	F
22		23		24		25		26		27		28	
A	D	A	D	A	D	A	D	A	D	A	D	A	D
B	E	B	E	B	E	B	E	B	E	B	E	B	E
C	F	C	F	C	F	C	F	C	F	C	F	C	F
29		30		31									
A	D	A	D	A	D								
B	E	B	E	B	E								
C	F	C	F	C	F								

<p>Month:</p> <p>Year:</p> <p>Refer to surveillance tool attached to clipboard</p>	<p>A. Project Supervisor: Initial each inspection date (daily when onsite) Also enter "FD" on date of fire drill</p> <p>B. Project planner: Initial each date of periodic inspection</p> <p>C. Security personnel: Initial each date of off-hour inspection</p> <p>D. Fire Safety: Initial each date Also enter "FD" on date of fire drill</p> <p>E. Infection Control: Initial once every week</p> <p>F. Safety Officer: Initial Once every week</p>
--	---

PROJECT AREA: _____ DATE: _____

INSPECTOR NAME: _____

OBSERVATION(S): _____

CORRECTIVE ACTION: _____

New York State Department of Labor
Prevailing Wage

Unemployment Benefits **Career Services** **Business Services** **Worker Protection** **Forms and Publications** **Home**

[Wage Schedule](#) [Submit Notice Of Award](#) [Submit Notice Of Project Completion](#)

PRC#: 2018010992
Type of Contracting Agency: Other NY State Unit

Acceptance Status: Accepted Article 8

Contracting Agency

Send Reply To

Nassau Health Care Corp
Lynn Tarling
Buyer
2201 Hempstead Tpke
East Meadow NY 11413

(516) 572-5810
(516) 572- 4784 Fax
ltarling@numc.edu

Walter Lowe
Community Service Rep
Nassau Health Care Corp
2201 Hempstead Tpke
East Meadow NY 11413

(516) 572 -6723
wlowe@numc.edu

Project Information

Project Title Upgrade Of emergency Power
Description of Work Upgrade of the emergency power system for A holly Patterson facility
Contract Id No. 1489358
Project Locations(s) A, Holly Patterson
Route No / Street Address 85 Jerusalem Ave
Village / City
Town Uniondale
State / Zip NY 11553
Nature of Project Other Reconstruction, Maintenance, Repair or Alteration
Approximate Bid Date 09/15/2018
Checked Occupation(s) Construction (Building, Heavy & Highway, Sewer, Water, Tunnel)

Applicable Counties

Nassau

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

BUSINESS ENTITY INFORMATION				
<u>Legal Business Name*</u>			<u>EIN</u> (Enter 9 digits, without hyphen)	
Address of the <u>Principal Place of Business</u>			<u>New York State Vendor Identification Number</u>	
			Telephone ext.	Fax
Email		Website		
Authorized Contact for this Questionnaire				
Name			Telephone ext.	Fax
Title			Email	
Additional <u>Business Entity</u> Identities: If applicable, list any other <u>DBA</u> , <u>Trade Name</u> , <u>Former Name</u> , Other Identity, or <u>EIN</u> used in the last five (5) years, the state or county where filed and the status (active or inactive).				
Type	Name	EIN	State or County where filed	Status

I. BUSINESS CHARACTERISTICS				
1.0 <u>Business Entity</u> Type – Check appropriate box and provide additional information:				
a) <input type="checkbox"/> <u>Corporation</u> (including <u>PC</u>)	Date of Incorporation			
b) <input type="checkbox"/> <u>Limited Liability Company</u> (<u>LLC</u> or <u>PLLC</u>)	Date Organized			
c) <input type="checkbox"/> <u>Limited Liability Partnership</u>	Date of Registration			
d) <input type="checkbox"/> <u>Limited Partnership</u>	Date Established			
e) <input type="checkbox"/> <u>General Partnership</u>	Date Established	County (if formed in NYS)		
f) <input type="checkbox"/> <u>Sole Proprietor</u>	How many years in business?			
g) <input type="checkbox"/> Other	Date Established			
If Other, explain:				

* All underlined terms are defined in the “New York State Vendor Responsibility Definitions List,” which can be found at www.osc.state.ny.us/vendrep/documents/questionnaire/definitions.pdf.

Note: THESE TERMS MAY NOT HAVE THEIR ORDINARY, COMMON OR TRADITIONAL MEANINGS. Each vendor is strongly encouraged to read the respective definitions for any and all underlined terms. BY SUBMITTING THIS QUESTIONNAIRE, THE VENDOR AGREES TO BE BOUND BY THE TERMS AS DEFINED IN THE “NEW YORK STATE VENDOR RESPONSIBILITY DEFINITIONS LIST” as it existed at the time of certification.

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

I. BUSINESS CHARACTERISTICS			
1.1 Was the <u>Business Entity</u> formed in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No," indicate jurisdiction where the <u>Business Entity</u> was formed:			
<input type="checkbox"/> United States	State		
<input type="checkbox"/> Other	Country		
1.2 Is the <u>Business Entity</u> currently <u>registered to do business in New York State</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>Note: Select "Not Required" if the Business Entity is a Sole Proprietor or General Partnership</i>			<input type="checkbox"/> Not Required
If "No," explain why the <u>Business Entity</u> is not required to be <u>registered to do business in New York State</u> :			
1.3 Is the responding <u>Business Entity</u> a <u>Joint Venture</u> ? Note: If the submitting <u>Business Entity</u> is a <u>Joint Venture</u> , also submit a separate questionnaire for each <u>Business Entity</u> comprising the <u>Joint Venture</u> .			<input type="checkbox"/> Yes <input type="checkbox"/> No
1.4 If the <u>Business Entity's Principal Place of Business</u> is not in New York State, does the <u>Business Entity</u> maintain an office in New York State?			<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>(Select "N/A" if <u>Principal Place of Business</u> is in New York State.)</i>			<input type="checkbox"/> N/A
If "Yes," provide the address and telephone number for one office located in New York State.			
1.5 Is the Business Entity a New York State certified <u>Minority-Owned Business Enterprise</u> , or <u>Women-Owned Business Enterprise</u> , or <u>New York State Small Business</u> , or federally certified <u>Disadvantaged Business Enterprise</u> ?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," check all that apply: <input type="checkbox"/> New York State certified <u>Minority-Owned Business Enterprise</u> (MBE) <input type="checkbox"/> New York State certified <u>Women-Owned Business Enterprise</u> (WBE) <input type="checkbox"/> <u>New York State Small Business</u> <input type="checkbox"/> Federally certified <u>Disadvantaged Business Enterprise</u> (DBE)			
1.6 Identify each person who is, or has been within the past five (5) years, a <u>Business Entity Official</u> or <u>Principal Owner</u> of 5.0% or more of the firm's shares, or one of the five largest shareholders or a director, an officer, a partner or a proprietor. <u>Joint Ventures</u> : Provide information for all firms involved. <i>(Attach additional pages if necessary.)</i>			
Name	Title	Percentage Ownership (Enter 0% if not applicable)	Employment Status with the Firm
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former
			<input type="checkbox"/> Current <input type="checkbox"/> Former

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

II. AFFILIATE and JOINT VENTURE RELATIONSHIPS		
2.0 Are there any other <u>construction</u> -related firms in which, now or in the past five years, the submitting <u>Business Entity</u> or any of the individuals listed in question 1.6 either owned or owns 5.0% or more of the shares of, or was or is one of the five largest shareholders or a director, officer, partner or proprietor of said other firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Firm/Company Name	Firm/Company EIN (If available)	Firm/Company's Primary Business Activity
Firm/Company Address		
Explain relationship with the firm and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting <u>Business Entity</u> has in common with this firm?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Firm/Company	
2.1 Does the <u>Business Entity</u> have any <u>construction</u> -related <u>affiliates</u> not identified in the response to 2.0 above?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Affiliate Name	Affiliate EIN (If available)	Affiliate's Primary Business Activity
Affiliate Address		
Explain relationship with the affiliate and indicate percent ownership, if applicable (enter N/A, if not applicable):		
Are there any shareholders, directors, officers, owners, partners or proprietors that the submitting Business Entity has in common with this affiliate?		<input type="checkbox"/> Yes <input type="checkbox"/> No
Individual's Name	Position/Title with Firm/Company	
2.2 Has the <u>Business Entity</u> participated in any <u>construction Joint Ventures</u> within the past three (3) years? Attach additional pages if necessary.		<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Name	Joint Venture EIN (If available)	Identify parties to the Joint Venture

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

III. CONTRACT HISTORY	
3.0	List the ten most recent <u>construction</u> contracts the <u>Business Entity</u> has completed using Attachment A – Completed Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3294s.doc . If less than ten, include most recent subcontracts on projects up to that number.
3.1	List all current uncompleted <u>construction</u> contracts by using Attachment B – Uncompleted Construction Contracts, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3295s.doc .

IV. INTEGRITY – CONTRACT BIDDING	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
4.0	Been <u>suspended</u> or <u>debarred</u> from any <u>government contracting process</u> or been <u>disqualified</u> on any government procurement? <input type="checkbox"/> Yes <input type="checkbox"/> No
4.1	Been subject to a denial or revocation of a government prequalification? <input type="checkbox"/> Yes <input type="checkbox"/> No
4.2	Had any bid rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? <input type="checkbox"/> Yes <input type="checkbox"/> No
4.3	Had a proposed subcontract rejected by a <u>government entity</u> for lack of qualifications, responsibility or because of the submission of an informal, non-responsive or incomplete bid? <input type="checkbox"/> Yes <input type="checkbox"/> No
4.4	Had a low bid rejected on a <u>government contract</u> for failure to make <u>good faith efforts</u> on any <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> or <u>Disadvantaged Business Enterprise</u> goal or <u>statutory affirmative action requirements</u> on a previously held contract? <input type="checkbox"/> Yes <input type="checkbox"/> No
4.5	Agreed to a voluntary exclusion from bidding/contracting with a <u>government entity</u> ? <input type="checkbox"/> Yes <input type="checkbox"/> No
4.6	Initiated a request to withdraw a bid submitted to a <u>government entity</u> or made any claim of an error on a bid submitted to a <u>government entity</u> ? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity involved, project(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

V. INTEGRITY – CONTRACT AWARD	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
5.0	Defaulted on or been <u>suspended</u> , cancelled or <u>terminated for cause</u> on any contract? <input type="checkbox"/> Yes <input type="checkbox"/> No
5.1	Been subject to an <u>administrative proceeding</u> or civil action seeking specific performance or restitution (except any disputed work proceeding) or requiring the <u>Business Entity</u> to enter into a formal monitoring agreement in connection with any <u>government contract</u> ? <input type="checkbox"/> Yes <input type="checkbox"/> No
5.2	Had its surety called upon to complete any contract whether government or private sector? <input type="checkbox"/> Yes <input type="checkbox"/> No
<i>For each "Yes," provide an explanation of the issue(s), the Business Entity involved, the relationship to the submitting Business Entity, the government entity/owners involved, project(s), contract number(s), relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

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

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

VII. LEGAL PROCEEDINGS	
<i>Within the past five (5) years, has the Business Entity, an affiliate, or any predecessor company or entity:</i>	
7.0 Been the subject of a criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.1 Been the subject of:	
(i.) An indictment, grant of immunity, <u>judgment</u> or conviction (including entering into a plea bargain) for conduct constituting a crime; or	<input type="checkbox"/> Yes <input type="checkbox"/> No
(ii.) Any criminal <u>investigation</u> , felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent <u>Minority-Owned Business Enterprise</u> , <u>Women-Owned Business Enterprise</u> , or a <u>Disadvantaged Business Enterprise</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.2 Received any <u>OSHA</u> citation and Notification of Penalty containing a violation classified as <u>serious</u> or <u>willful</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.3 Had a <u>government entity</u> find a willful prevailing wage or supplemental payment violation?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.4 Had a New York State Labor Law violation deemed willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.5 Entered into a consent order with the New York State Department of Environmental Conservation, or a <u>federal</u> , state or local government enforcement determination involving a violation of <u>federal</u> , state or local environmental laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
7.6 Other than previously disclosed, been the subject of any <u>citations</u> , notices, violation orders, pending administrative hearings or proceedings or determinations of a violation of:	<input type="checkbox"/> Yes <input type="checkbox"/> No
<ul style="list-style-type: none"> • <u>Federal</u>, state or local health laws, rules or regulations; • <u>Federal</u>, state or local environmental laws, rules or regulations; • Unemployment insurance or workers compensation coverage or <u>claim</u> requirements; • Any labor law or regulation, which was deemed willful; • Employee Retirement Income Security Act (ERISA); • <u>Federal</u>, state or local human rights laws; • <u>Federal</u>, state or local security laws? 	
<i>For each "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.</i>	

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

VIII. LEADERSHIP INTEGRITY

If the Business Entity is a Joint Venture Entity, answer "N/A - Not Applicable" to questions in this section.

Within the past five (5) years has any individual previously identified or any individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the Business Entity with New York State been subject to:

8.0 A <u>sanction</u> imposed relative to any business or professional permit and/or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.1 A criminal <u>investigation</u> , whether open or closed, or an indictment for any business-related conduct constituting a crime under local, state or <u>federal</u> law?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.2 Misdemeanor or felony charge, indictment or conviction for: (i.) Any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price-fixing or collusive bidding; or (ii.) Any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A
8.3 A <u>debarment</u> from any <u>government contracting process</u> ?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A

For each "Yes," provide an explanation of the issue(s), the individual involved, the relationship to the submitting Business Entity, the government entity involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer(s) below or attach additional sheets with numbered responses.

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY

9.0 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> received any <u>formal unsatisfactory performance assessment(s)</u> from any <u>government entity</u> on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the <u>government entity</u> involved, relevant dates, any remedial or corrective action(s) taken and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i></p>	

9.1 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liquidated damages</u> assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the contracting party involved, the amount assessed and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i></p>	

9.2 Within the past five (5) years, has the <u>Business Entity</u> or any <u>affiliate</u> had any <u>liens, claims or judgments</u> (not including UCC filings) over \$25,000 filed against the <u>Business Entity</u> which remain undischarged or were unsatisfied for more than 90 days?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p><i>If "Yes," provide an explanation of the issue(s), the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, relevant dates, the Lien holder or Claimants' name(s), the amount of the <u>lien(s)</u> and the current status of the issue(s). Provide answer below or attach additional sheets with numbered responses.</i></p>	

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

IX. FINANCIAL AND ORGANIZATIONAL CAPACITY		
9.3 In the last seven (7) years, has the <u>Business Entity</u> or any <u>affiliate</u> initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?		<input type="checkbox"/> Yes <input type="checkbox"/> No
<i>If "Yes," provide the <u>Business Entity</u> involved, the relationship to the submitting <u>Business Entity</u>, the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "Initiated," "Pending" or "Closed." Provide answer below or attach additional sheets with numbered responses.</i>		
9.4 What is the <u>Business Entity's</u> Bonding Capacity?		
a. Single Project	b. Aggregate (All Projects)	
9.5 List <u>Business Entity's</u> Gross Sales for the previous three (3) Fiscal Years:		
1st Year (Indicate year) Gross Sales	2nd Year (Indicate year) Gross Sales	3rd Year (Indicate year) Gross Sales
9.6 List <u>Business Entity's</u> Average Backlog for the previous three (3) fiscal years: (Estimated total value of uncompleted work on outstanding contracts)		
1st Year (Indicate year) Amount	2nd Year (Indicate year) Amount	3rd Year (Indicate year) Amount
9.7 Attach <u>Business Entity's</u> annual <u>financial statement</u> and accompanying notes or complete Attachment C – Financial Information, found at www.osc.state.ny.us/vendrep/documents/questionnaire/ac3296s.xls .		

X. FREEDOM OF INFORMATION LAW (FOIL)		
10.0 Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). <i>Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL. Attach additional pages if necessary.</i>		<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes," indicate the question number(s) and explain the basis for the claim.		

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

Certification

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting New York State contracting entities in making responsibility determinations regarding an award of a contract or approval of a subcontract; (2) recognizes that the Office of the State Comptroller (OSC) will rely on information disclosed in the questionnaire in making responsibility determinations and in approving a contract or subcontract; (3) acknowledges that the New York State contracting entities and OSC may, in their discretion, by means which they may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he/she:

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

Signature of Owner/Officer _____

Printed Name of Signatory _____

Title _____

Name of Business _____

Address _____

City, State, Zip _____

Sworn to before me this _____ day of _____, 20__;

Notary Public

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

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

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

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT A – COMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

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

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

**NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS**

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:

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

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:

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

NEW YORK STATE
VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT B - UNCOMPLETED CONSTRUCTION CONTRACTS

Vendor Name:

NYS Vendor ID:

Question 3.1: List all current uncompleted construction contracts:

9.		Agency/Owner		Award Date		Completion Date	
Contract No.	Prime or Sub	Telephone No.	Joint Venture (JV) Name, if applicable	Designer Architect and /or Design Engineer	Amount Sublet to others	Uncompleted Amount	EIN of JV, if applicable
Total Contract Amount				Amount Sublet to others			
10.							
Agency/Owner		Telephone No.	Designer Architect and /or Design Engineer	Award Date		Completion Date	
Contract No.	Prime or Sub	Joint Venture (JV) Name, if applicable	Amount Sublet to others	Uncompleted Amount		EIN of JV, if applicable	
Total Contract Amount				Amount Sublet to others		Uncompleted Amount	
Grand Total All Uncompleted Contracts						\$0.00	

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

As of Date: _____

ASSETS

Current Assets

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

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

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

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

LIABILITIES

Current Liabilities

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

**NEW YORK STATE VENDOR RESPONSIBILITY QUESTIONNAIRE
ATTACHMENT C - FINANCIAL INFORMATION**

NYS Vendor ID: _____

26. Long Term Liabilities			
Loans from shareholders - due after one year	\$	-	
Other Loans - due within one year			
Principle	\$	-	
Interest	\$	-	
Notes payable - due after one year	\$	-	
Mortgage - due after one year	\$	-	
Other payables - due after one year	\$	-	
Other (list) _____	\$	-	
_____	\$	-	
_____	\$	-	
Total Long Term Liabilities			\$ _____
27. Other Liabilities			
Other (list) _____	\$	-	
_____	\$	-	
_____	\$	-	
Total Other Liabilities			\$ _____
28. TOTAL LIABILITIES			\$ _____

NET WORTH

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

NASSAU HEALTH CARE CORPORATION
a/k/a NuHealth
2201 Hempstead Turnpike
East Meadow, New York 11554

Terms and Conditions

Dated

For furnishing all labor, materials and equipment, together with all work incidental thereto, necessary and required for the contract entitled:

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

(NHCC Sealed Bid # MC98-05029-5282 (the "Project"))

THIS AGREEMENT (the "Agreement", the "Contract" or "Contract Documents") as further outlined below, is made and entered as of this _____ day of _____, 20____, is by and between the NASSAU HEALTH CARE CORPORATION ("NHCC" or "Owner"), a Public Benefit Corporation of the State of New York, having its principal office at 2201 Hempstead Turnpike, East Meadow, New York 11554 and _____ ("Contractor"), having its principal office at _____.

In consideration of the mutual stipulations, agreements and covenants contained in the Agreement, the parties hereto, for themselves, their successors and assigns or their executors, administrators and assigns, have agreed as follows:

Article 1. Contract Contents

1. Except for titles, sub-titles, headings, running headlines, tables of contents and indices (all of which are printed herein merely for convenience) the following, except for such portions thereof as may be specifically excluded, shall be deemed to be part of this Agreement:
 - a. The Notice to Bidders;
 - b. The Instructions to Bidders;
 - c. Form of Bid Bond;
 - d. Bidder's Affirmations;
 - e. Bidder Subcontractor List, if applicable (GML §101(5));
 - f. The Formal Sealed Bid Proposal;

- g. Form of Performance Bond;
- h. Form of Labor and Material Payment Bond;
- i. Contract Specifications;
- j. Drawings;
- k. All addenda issued by the Owner or the duly authorized representatives prior to the receipt of bids;
- l. All provisions required by law to be inserted in this Contract, whether actually inserted or not;
- m. This Terms and Conditions dated _____ (the “Terms and Conditions”);
- n. The Notice of Intent to Award Letter dated from NHCC to Contractor dated _____;
- o. The Project Manual dated _____ (the “Project Manual”); and
- p. The Purchase Order/Notice to Proceed.

Article 2. Definitions

- 1. The following words and expressions, or pronouns used herein, shall, wherever they appear in this document, be construed as follows, unless a different meaning is clear from the context.

“Addendum” or “Addenda” - shall mean the additional Contract provisions issued in writing by the Owner prior to the receipt of bids.

“Agreement” or “Contract” or “Contract Documents” - shall mean each of the various parts of the Agreement both as a whole and severally as set forth in Article 1 {Contract Contents} above

“Architect/CM” - shall mean the Owner’s Architect and/or Construction Manager acting for the Owner, or any other representative duly designated by the Owner to act as such, with the powers and duties given to such person(s) or entity.

“Change Order” - shall mean the order modifying the Contract which sets forth the Extra Work to be performed.

“Contract Work” - shall mean everything expressly or implicitly required to be furnished and done by the Contractor or by any one or more of the parts of the Contract, except Extra Work as hereinafter defined; it being understood that, in case of any inconsistency in or between any part or parts of this Contract, the Architect/CM shall determine which shall prevail.

“Contractor” - shall mean the party of the second part hereto, whether corporation, Contractor or individual, or any combination thereof, and its, their or his successors personal representatives, executors, administrators and assigns, and any person, Contractor or corporation who or which shall at any time be substituted in the place of the party of the second part under this Contract.

“Extra Work” - shall mean work other than that required either expressly or implicitly by the Contract in its present form.

“Final Acceptance” - shall mean acceptance of the work by the Owner or his designated representative as evidenced by his signature upon the final certificate of completion. Such acceptance shall be deemed to have taken place only if and when such signature is affixed to such certificate.

“He”, “Him”, “Himself” - The word “he” shall mean “he or she” the word “him” shall mean “him or her”, the word “himself” shall mean “himself or herself”, wherever appropriate throughout the Contract.

“Owner” or “NHCC” - shall mean Nassau Health Care Corporation a.k.a. NuHealth, a.k.a. the party of the first part hereto.

“Service of Notices” - The Contractor hereby designates the business address specified in his bid, as the place where all notices, directions or other communications to the Contractor may be delivered, or to which they may be mailed. Actual delivery of any such notice, direction or communication to the aforesaid place, or depositing it in a postpaid wrapper addressed thereto in any post-office box regularly maintained by the United States Post Office Department, shall be conclusively deemed to be sufficient service thereof upon the Contractor as of the date of such delivery or deposit. Such address may be changed at any time by an instrument in writing executed and acknowledged by the Contractor and delivered to and receipted for in writing by the Owner. Nothing herein contained shall, however, be deemed to preclude or render inoperative the service of any notice, direction or other communication upon the Contractor personally, or, if the Contractor be a Corporation, upon any officer or director thereof.

“Site” - shall mean the area shown on the Contract Drawings.

“Specifications” - shall mean all of the directions, requirements, and standards of performance applying to the Work as hereinafter detailed and designated as such.

“Subcontractor” - shall mean any person, Contractor or corporation, other than employees of the Contractor who or which Contracts with the Contractor to furnish, or actually furnishes labor or labor and materials, or labor and equipment, at the site.

“Surety” - shall mean any person, Contractor or corporation that has executed as surety, the Contractor’s performance bond securing the performance of this Contract.

“Work” - shall mean everything expressly or implicitly required to be furnished and done by the Contractor under the Contract and shall include both Work and Extra Work.

2. Whenever they refer to the Work or its performance in the Contract, the words “directed”, “required”, “permitted”, “ordered”, “designated”, “prescribed”, and words of like import, - shall imply the direction, requirements, permission, order, designated or prescription of the Architect/CM and “approved”, “acceptable”, “satisfactory”, “in the judgment of”, and words of like import, - shall mean approved by, or acceptable to, or satisfactory to, or in the judgment of the Architect/CM and the Owner.

Article 3. Contractor’s Responsibility

1. The Contractor and NHCC acknowledge and agree that the Agreement shall consist of all items referenced in Article 1 (Contract Contents) above under the definition of the Agreement. The Contractor shall do all the Work and furnish at his own cost and expense, all plant, labor, materials, equipment, and other facilities, except as herein otherwise provided, that may be necessary and proper for performing and completing the Work in accordance with the Agreement. The Contractor shall be responsible for the entire Work until completed and accepted by the Owner.

2. The said Work shall be performed in accordance with the true intent and meaning of the Contract Documents. Unless otherwise expressly provided, the Work must be performed in accordance with the best modern practice, with materials and workmanship of the highest quality, all as determined by, and entirely to the satisfaction of, the Owner and the Owner’s Architect/CM.

3. The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all provisions of the Work under the Contract.

Article 4. Inspection

1. During the progress of the Work and up to the date of final acceptance, the Contractor shall at all times afford the representatives of the Owner and of the Architect/CM, every reasonable, safe and proper facility for inspecting the Work done or being done at the site and also the manufacture or preparation of materials and equipment at the place of such manufacture or preparation. The inspection of any Work shall not relieve the Contractor of any of his obligations to perform proper and satisfactory Work as herein specified. Finished or unfinished Work found not to be in strict accordance with the Contract shall be replaced as directed by the Architect/CM, even though such Work may have been previously approved and paid for.

2. The Owner shall have the right to reject materials and workmanship which are defective, or require correction. Rejected Work and materials shall be promptly taken away and removed from the site, which must at all times be kept in clean and neat condition.

3. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire Work to make examination of Work already completed, by removing or tearing out same, the Contractor shall, on request, promptly furnish all necessary facilities, labor and materials. If such Work is found to be defective in any material respect, due to the fault of the

Contractor or his subcontractors, he shall defray all expenses of such examination and of satisfactory reconstruction. If, however, such Work is found to meet the requirements of the Contract, the cost of examinations and restoration of same shall be considered an item of Extra Work to be paid for in accordance with the provisions of the Article 20 (Extra Work) hereof.

Article 5. Protection of Work, Persons and Property

1. During performance and up to the date of final acceptance, the Contractor shall each be under an absolute obligation to protect the finished and unfinished Work against any damage, loss or injury; and in the event of such damage, loss or injury, each shall promptly replace or repair such Work. The obligation to deliver finished Work in strict accordance with the Contract, prior to final acceptance shall be absolute and shall not be affected by the Owner's approval of or failure to prohibit means and methods of construction used by the Contractor.
2. During performance and up to the date of final acceptance each prime Contractor must take all reasonable precautions to protect the persons and property of the Owner, the project under construction, and the property of others on or adjacent to the site from damage, loss or injury resulting from his subcontractor's operations under this Contract. The Contractor's obligation shall include the duty to provide, place and adequately maintain at or about the site suitable and sufficient lights, barricades and enclosures. The Contractor shall provide sufficient safeguards to adequately protect the construction site. The Contractor shall abide by the decision of the Owner as to the adequacy and extent of protection necessary. Within three days after notice to him of the happening of such loss, damage or injury to work, persons or property, the Contractor shall make a full and complete report thereof in writing to the Architect/CM. The provisions of this Article shall not be deemed to create any new right of action in favor of third parties against the Contractor or Owner.

Article 6. Boundaries

The Contractors shall confine their equipment, apparatus, the storage of materials and supplies of his workmen to limits indicated by law, ordinance, permits or directions of the Owner or Architect/CM, and to the limits established on the plot plans and as otherwise required herein.

Article 7. Time of Start and Completion

1. The Contractor shall commence Work on the day specified in the Notice to Proceed/Purchase Order. Time being of the essence of this Contract, the Contractor shall thereafter prosecute the Work diligently, using such means and methods of construction as will assure its full completion, in accordance with the requirements of the Contract Documents, not later than the date specified in the said notice.
2. Unless the date for completion is extended as herein provided, the Contractor shall complete the Work in the number of consecutive calendar days fixed in this Contract. The period for performance shall start from the day specified in the Owner's Notice to Proceed.
3. Unless approved in writing by the Owner, in its sole and absolute discretion, no Work shall be permitted on Official Holidays as determined by NHCC. The Contractor is responsible for

coordination with the Owner and/or his duly authorized representative prior to the start of Work to determine the date(s) of observance of the Holiday(s) that may occur during the course of the Contract. The Official Holidays are: _____

_____ (subject to change due to Administrative calendar). Failure of the Contractor(s) to consider Official Holidays during the preparation of their work plans and schedules shall not be cause for a delay claim against the Owner. Should circumstances arise, during the course of the Contract, where the Contractor requests approval to work on an Official Holiday and it is granted, the Contractor will be required to reimburse the Owner for the cost of providing inspection services. Furthermore, failure of the Contractor to have considered such contingency costs in his bid price shall not be cause for an Extra Work claim to the Owner at a later date.

Article 8. Progress Schedule

1. To enable the Work to be laid out and prosecuted in any orderly and expeditious manner, the Contractor, within fifteen (15) days after the execution of this Contract, unless otherwise directed by the Architect/CM, shall submit to the Architect/CM a proposed progress schedule, showing the anticipated time of commencement and completion of each of the various operations to be performed under this Contract, together with all necessary and appropriate information regarding sequence and correlation of Work and an estimated time required for delivery of all materials and equipment required for the Work. The proposed schedule shall be revised as directed by the Architect/CM, until finally approved by them and after such approval shall be strictly adhered to by the Contractor unless changed as provided for in the following paragraph.
2. Within ten (10) days after receiving notice of any change in the Contract or any Extra Work to be performed or of any other conditions entirely beyond the control of the Contractor which are likely to cause or are actually causing delays, the Contractor shall notify the Architect/CM in writing of the effect, if any, of such change or Extra Work or suspension or other conditions upon the previously approved progress schedule and shall state in what respects, if any, the schedule should be revised with the reasons therefore. These proposed changes in the progress schedule shall be revised by the Contractor as directed by the Architect/CM, until approved by them and as so approved the revised schedule must be strictly adhered to by the Contractor.
3. If the Contractor shall fail to adhere to the approved progress schedule or to the schedules as revised, he must promptly adopt such other or additional means and methods of construction as will make up for the time lost and will assure completion of the Work in accordance with such schedule.

Article 9. Approval Requests

From time to time as the Work progresses and in the sequence indicated by the approved progress schedule, the Contractor shall submit to the Architect/CM a specific request in writing for each item of information or approval required by him. These requests shall be submitted sufficiently in advance of the date upon which the information or approval is actually required by the Contractor to allow for the time the Architect/CM may take to act

upon such submissions or re-submissions. The Contractor shall not have any right to an extension of time on account of delays due to his failure to submit his request for the required information or the required approval in accordance with these requirements.

Article 10. Coordination with other Contractors

During the progress of the Work, other contractors may be engaged in performing other Work. The Contractor shall coordinate the Work to be done hereunder with the Work of such other contractors in such a manner as the Architect/CM may direct. It is mutually agreed that the direction of the Architect/CM of the order and sequence of Work shall not in itself constitute a basis for extension of time.

Article 11. Extension of Time

1. It is mutually agreed that no extension beyond the date of completion fixed by the terms of the Contract shall be effective unless consented to in writing by the Owner. An application by the Contractor for extension of time must be in writing, setting forth in detail the reasons and causes of delay and the date upon which each such cause of delay began and ended, and must be submitted to the Owner within ten (10) days after the start of the alleged delay. If the Owner should determine that the delay was not due to any act or omission on the part of the Contractor or was due to causes beyond the control of the Contractor, the Contractor shall be entitled to an extension of time equal to the number of days actually delayed if such extension shall be required. If, however the Owner should determine that the delay was caused directly or indirectly by the act or conduct of the Contractor or any of his sub-Contractors or suppliers, the Owner may refuse to grant an extension of time and direct the Contractor to re-arrange his progress schedule so as to complete the Work within the time set forth in the Contract.
2. If the Owner deems it advisable and expedient to have the Contractor complete and finish the Work after the expiration of the Contract date of completion, and in order that the Owner's fiscal officers may be permitted to make payment to the Contractor for Work performed beyond the completion date, the Owner may, at its option, grant an extension of time necessary to complete the Work. If liquidated damages are set forth in this Agreement, such liquidated damages may be assessed and deduction of liquidated damages may be made from monies which may become due hereunder.
3. In the event of delay for any cause, the Contractor's sole remedy shall only be extension of time granted as herein above provided, and the Contractor shall have no right to, or cause of, action for damages or additional costs resulting from any such delay.
4. Time necessary for review by the Owner of shop drawings and delays incurred by normal seasonal and weather conditions should be anticipated and are neither compensatory nor eligible for extensions of time.

Article 12. Liquidated Damages

It is mutually agreed between the parties that time is of the essence of this Contract and that there will be on the part of the Owner considerable monetary damage in the event the

Contractor should fail to complete the Work within the time fixed for completion. The sum of (_____ *) Dollars per day is hereby agreed upon as the liquidated damages for each and every calendar day that the time consumed in completing the Work exceeds the time allowed therefore. This amount shall in no event be considered as a penalty or otherwise than as the liquidated and adjusted damages of the Owner because of the said delay and the Contractor agrees that the said sum per day for each such day shall be deducted and retained out of the monies which may become due hereunder.

***(For amounts see Article 46 (Schedule of Requirements))**

Article 13. Limitations and Consent

1. The Contractor shall not assign, transfer, convey, sublet or otherwise dispose of this Contract or his right, title or interest in or to it or any part thereof, or his power to execute it, or assign, by power of attorney or otherwise, any of the monies due or to become due under this Agreement, unless the previous written consent of the Owner shall first be obtained thereto, and the giving of any such consent to a particular subcontract or assignment shall not dispense with the necessity of such consent to any further or other subcontracts or assignments. The Owner reserves the right to limit the total amounts of subcontracts to seventy percent (70%) of the total Contract price.
2. No assignment will receive approval unless the instrument of assignment contains a clause to the effect that it is agreed that the funds to be paid the assignee under the assignment are subject to a prior lien for services rendered or materials supplied for the performance of the Work called for in said Contract in favor of all persons, Contractors or corporations rendering such services or supplying such materials.
3. Before making any subcontract, the Contractor shall submit a written statement to the Owner giving the name and address of the proposed subcontractor, the portion of the Work and materials which he is to perform and furnish, and any other information tending to prove that the proposed subcontractor has the necessary facilities, skill, integrity, past experience, and financial resources, to perform the Work in accordance with the terms and conditions of this Contract.
4. If the Owner finds that the proposed subcontractor is qualified, he will notify the Contractor. The Contractor shall promptly, upon request, file with the Owner a confirmed copy of the subcontractor. The Owner may revoke his approval of any subcontractor when, in his opinion, such subcontractor evidences an unwillingness or inability to perform his Work in strict accordance with this Contract.

Article 14. Responsibility

The use of a subcontractor shall not relieve the Contractor of any of his responsibilities, duties, and liabilities hereunder. The Contractor shall be solely responsible to the Owner for the acts or defaults of his subcontractor and of such subcontractor's officers, agents and employees, each of whom shall, for all purposes, be deemed to be the agent or employee of

the Contractor. Nothing contained in the Contract Documents shall create any contractual relationship between any Subcontractor and the Owner.

Article 15. Contract Security

1. All Bonds shall be issued by a Surety Company authorized to do business in the State of New York as evidenced by the Surety Company's most recent Certificate of Solvency under Section 1111 of the New York Insurance Law, a copy of 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 No. 3. All Bonds shall remain in effect for the duration of the Contract which includes the "Maintenance/Guarantee Period".
2. If at any time the Owner shall become dissatisfied with any surety or sureties, or if for any other reason such Bonds shall cease to be adequate security for the Owner, the Contractor shall, within five (5) work days, after notice from the Owner to do so, substitute acceptable bonds issued by an acceptable surety, or in a form or sum as may be satisfactory to Owner. The premiums on such bonds shall be paid by the Contractor. No further payments shall be deemed due nor shall be made until the new sureties have been qualified.

Article 16. Insurance Requirements

1. General
 - a. Upon execution of this Contract, the Contractor must furnish those insurance policies as described below. Insurance certificates will be acceptable at date of Contractor's signing, but policies must follow as soon as possible. Insurers must be licensed to conduct business in the State of New York and acceptable to Owner in all respects.
 - b. All insurance policies, except Builders All Risk Insurance, must remain in effect until "End of the Contract Guarantee/Warranty Period", and shall not be canceled except with at least ten (10) days written notice to the Owner.

Limits of coverage are described in the Schedule of Requirements (Article 46 of this Agreement)

***(For amounts see Article 46 (Schedule of Requirements))**

2. Contractor's Public Liability Insurance

Contractor's Public Liability Insurance, including completed operations, shall protect the Contractor and his subcontractor(s) from claims for bodily injury, including death, personal injury, and damage to property which may arise from operations under this Contract.

3. Worker's Compensation Insurance

Worker's Compensation Insurance must be in accordance with the laws of The State of New York. Failure to comply with this provision shall void this Contract.

4. Owner's Protective Public Liability Insurance

- a. Owner's Protective Public Liability Insurance shall protect the Owner, as named insured, and must hold harmless and defend the Owner against claims arising from the operations of the Contractor or his subcontractor(s).
- b. This policy shall also protect, as additional insured, to the full limits of liability for each occurrence, such Owner subsidiaries, Municipalities, Municipal Subdivisions; and Fee Owners of properties as listed in the Article 46 (Schedule of Requirements).

NOTE: The Contractor shall have the option, in lieu of providing a separate Owner's Protective Public Liability Insurance Policy, to add as additional insured the Owner, Owner Subsidiaries, Other Municipalities, Municipal Agencies, or Fee Owners of properties, to the Contractor's General Liability Policy, provided that the scheduled minimum limits of liability as referred to in the "Schedule of Requirement" is increased by the amount required for each additional insured.

5. Builder's All Risk Insurance

Contractor's Builder's All Risk Insurance shall designate the Owner and Architect/CM as additional insureds and shall protect the Owner and Architect/CM during the performance of the Contract and must remain in affect until "Final Acceptance."

Article 17. Monies Retained Against Claims and Liens

The Owner may withhold from the Contractor so much of any approved payments due him as may in the opinion of the Owner be necessary as security against (a) just claims of any persons supplying labor or materials for the Work then due and unpaid, (b) loss due to defective Work not remedied, or (c) loss due to injury or persons or damage to the Work or property of other Contractors, subcontractors or others caused by the act or neglect of the Contractor or of any of his subcontractors. The Owner shall have the right, but not obligation, to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor. It shall be the sole responsibility of the Contractor to satisfy or remove any liens placed in connection with this Agreement. Upon satisfaction or proper removal of a lien, the Owner, upon written demand by the Contractor, shall return the amount so withheld, without interest provided.

Article 18. Maintenance/Guarantee

1. The Contractor shall promptly repair, replace, restore or rebuild any imperfections that may arise and shall maintain satisfactory to the Owner all his work for a period of one (1) year

from that date of final acceptance of the Work, except where other periods of maintenance and guarantee are provided for. The Contractor shall, for this period, continue to indemnify and save harmless Owner, their officers and agents, and the Architect/CM from any injury done to property or persons as a direct or alleged result of imperfections in his work and shall immediately assume and take charge of the defense of such action or suits in like manner and to all intents and purposes as if said actions and suits had been brought directly against the Contractor.

2. As security for faithful performance by the Contractor of his obligations hereunder, the Owner shall retain from the final payment all amounts necessary to ensure that Owner holds the sum fixed as retainage in Article 46 of this Agreement until completion of all obligations under this Agreement, including, conclusion of the maintenance/guarantee period.
3. If the Contractor shall fail to repair, replace, rebuild or restore any defective or damaged Work promptly after receiving notice given by the Owner not later than ten (10) days subsequent to the expiration of the one-year maintenance/guarantee period, the Owner shall have the right to have the Work done by others and to deduct the cost thereof from the amount retained hereunder.
4. Upon successful completion of all obligations hereunder, the balance of the retainage, if any, shall be returned to the Contractor without interest, within thirty (30) days after certification by the Owner that the Contractor has faithfully performed all his obligations hereunder. If the amount so retained be insufficient to cover the cost of such Work, the Contractor shall be liable to pay such deficiency on demand by the Owner.

Article 19. Owner's Right to make Changes

1. The Owner reserves the right to make such additions, deductions or changes in this Contract from time to time as it deems necessary and in manner not materially affecting the substance thereof, in order to carry out and complete more fully and perfectly the Work herein agreed to be done and performed. This Contract shall in no way be invalidated by any such additions, deductions or changes and no claim shall be made by the Contractor for any loss of anticipated profits thereby.
2. Any material to be furnished or Work necessary to be done other than that specified in this Agreement shall be covered by supplemental written Contract or order of the Owner and no claim shall be made by the Contractor for any such Work performed or material furnished before such supplemental Contract shall have been approved or order issued by the Owner.
3. Construction conditions may require that minor changes be made in the location and installation of the Work and equipment to be furnished and other Work to be performed hereunder and the Contractor, when ordered by Architect/CM, shall make such adjustments and changes in said locations and Work as may be necessary without additional cost to the Owner, provided such adjustments and changes do not alter the character, quantity or cost of the Work as a whole, and provided further that plans and specifications showing such adjustments and changes are furnished to the Contractor by the Owner within a reasonable time before any Work involving such adjustments and changes is begun. The Architect/CM

shall be sole judge of what constitutes a minor change for which no additional compensation shall be allowed.

Article 20. Extra Work/Change Orders

1. NHCC reserves the right to order Extra Work through Change Orders, which orders for Extra Work shall be valid only if issued in writing and signed by the President of NHCC and approved by the NHCC Chief Financial Officer. Extra Work so ordered must be performed by the Contractor.
2. The amount of compensation to be paid to the Contractor for any Extra Work as so ordered shall be determined as follows:
 - (a) By such applicable unit prices, if any, as are set forth in the Contract, or
 - (b) If no such unit prices are so set forth, then by a lump sum or unit prices mutually agreed upon by the Commissioner and the Contractor, or
 - (c) If no such unit prices are so set forth and if the parties cannot agree upon a lump sum, then the cost will be determined by the actual cost of labor and materials plus overhead and profit, cost to be determined as the Extra Work progresses in the manner specified in Paragraph d. below
 - (d) The following subparagraphs (a) through (e) are applicable for calculating the fair value of the Extra Work performed as defined in the above Paragraphs 2(b) and 2(c).
 - (1) Overhead shall be defined as an allowance to compensate for all costs, charges and expenses, direct or indirect, except for the actual cost of labor and material as defined by Paragraph (b). Overhead shall be considered to include, but not limited to insurance (other than as mentioned in Paragraph (b), Bond or Bonds, field and office supervisors and assistants above the level of foreman, use of small tools and minor equipment, incidental job burdens, general office expense, etc.
 - (2) Actual cost of labor and material shall be defined as the amount paid for the following items, to the extent determined reasonable and necessary:
 - Item 1 -** Cost of materials delivered to the job Site for incorporation into the Contract Work.
 - Item 2 -** Wages paid to workmen and foremen, and wage supplements paid to labor organizations in accordance with current labor agreements.
 - Item 3 -** Premiums or taxes paid by the Contractor for workmen's compensation insurance, public liability and property damage insurance, employment insurance, FICA tax and other payroll taxes as required by law, net of actual and anticipated refunds and rebates.

Item 4 - Sales taxes paid as required by law.

Item 5 - Allowance for use of construction equipment (exclusive of hand tools and minor equipment), as approved for use by the Architect/CM. The rate on self-owned equipment used for periods of under one week will be Associated Equipment Distributor's published monthly rate divided by twenty-two (22) days to establish a daily rate and divided again by eight (8) hours to establish an hourly rate. Equipment used for periods of five (5) days or more will be billed at a daily rate equal to forty-five percent (45%) of the published monthly rate divided by twenty-two (22) days. In the alternative, the Architect/CM may approve for reimbursement a rate representing the allocable costs of ownership. Self-owned equipment is defined to include equipment rented from controlled or affiliated companies. Rented equipment will be paid for at the actual rental cost. Gasoline, oil and grease required for operation and maintenance will be paid for at the actual cost. When, in the opinion of the Contractor, and as approved by the Architect/CM, suitable equipment is not available on the Site, the moving of said equipment to and from the Site will be paid for at actual cost.

Item 6 - When the material furnished under Item 1 is used material, its value shall be pro-rated to the value of new material, but shall not exceed the materials initial cost. When, in the opinion of the Architect/CM, the salvage value of salvageable material furnished under Item 1 exceeds the cost of salvage, a suitable credit should be given to NHCC.

(3) Regardless of the method used to determine the value of any changes, the Contractor will be required to submit evidence satisfactory to the Owner to substantiate each and every item that constitutes his proposal of the value of the change. The amounts allowed for overhead and profit shall not exceed the applicable percentages as established in the following paragraphs.

3. The amount of compensation for Extra Work determined as prescribed in this Article shall be construed to include the total cost for Extra Work, both direct and indirect.
4. The Contractor shall, upon request, furnish satisfactory proof of all labor performed, materials furnished and equipment used in the performance of Extra Work.

Article 21. Disputed Work

1. If the Contractor is of the opinion that any Work required, necessitated or ordered violates the terms provisions of this Contract, he must promptly notify the Owner in writing of his contentions with respect thereto and request a final determination thereon. If the Owner determines that the Work in question is Contract Work and not Extra Work and that at the order complained of is proper, he will direct the Contractor to proceed and the Contractor must promptly comply. In order, however, to reserve his right claim compensation for such Work or damages resulting from such compliance, the Contractor shall, within five (5) days after receiving notice of the Owner's determination and direction, notify the Owner in writing that the Work is being performed, or that the determination and direction is being complied with, under protest. Failure of the Contractor to notify shall be deemed as a waiver of claim for extra compensation or damages therefore.

2. If the Contractor should fail or refuse to proceed with the performance of the Work in question after having been directed to so do, the Owner may declare the Contractor in default and notify the Contractor's surety company to have the disputed Work commenced and completed under the terms of their performance bond; or, the Owner may without further notice have the disputed Work done by others and deduct the cost thereof from monies due hereunder, including any and all related costs incurred by reason of the Contractor's failure or refusal to perform the Work.
3. Before final acceptance by the Owner, all matters of dispute shall be resolved to the mutual satisfaction of the parties hereto. Determinations and decisions, in case any question shall arise, shall constitute a condition precedent to the right of the Contractor to receive any money therefore, until the matter in question has been resolved.

Article 22. Omitted Work

If any Contract Work in a lump sum Contract or, if the whole or any part of a lump sum item in a unit price Contract, is omitted by the Owner in accordance with Article 31 (Prices), the Contract price shall be reduced by the fair and reasonable estimated cost to the Owner of such omitted Work. If any Contract Work in a unit price Contract is so omitted by the Owner, no payment will be made therefore.

Article 23. The Architect/CM

1. The Architect/CM, in addition to those matters elsewhere herein expressly made subject to his determination, direction or approval, shall observe the performance of the Work and shall have the power, subject to review by the Owner, to recommend:
 - a. The amount, kind, quality, sequence, and location of the Work to be paid for hereunder;
 - b. Resolution of all questions in relation to the Work and interpretation of the Drawings, Specifications and Addenda;
 - c. How this Contractor shall cooperate with the Work of any other contractors engaged simultaneously on this project;
 - d. Minor changes in the Work as he deems necessary, provided such changes do not result in a net increase in the cost to the Owner or to the Contractor of the Work to be done under the Contract; and
 - e. Amplification of the Drawings, adding explanatory information and furnishing additional Specifications and Drawings consistent with the intent of the Contract Documents.
2. The Architect/CM shall not have the power to issue an Extra Work order or approve any Change Orders without the express written approval of the Owner. The performance of such Work on the order of the Architect/CM without previously obtaining written confirmation

thereof from the Owner shall constitute Contractor's waiver of any right to extra compensation therefore. The Contractor is warned that the Architect/CM has no power to change the terms and conditions of this Contract.

Article 24. No Estoppel

The Owner shall not, nor shall any department, officer, agent, or employee thereof, be bound, precluded, or estopped by any determination, decision, acceptance, return, certificate or payment made or given under or in connection with this Contract by the Owner or other officer, agent or employee, of the Owner, from any time, either before or after final completion and acceptance of the Work and payment therefore:

1. Showing the true and correct classification, amount, quality or character of the Work done, or that any such determination, decision, acceptance, return, certificate or payment is untrue, incorrect, or improperly made in any particular, or that the Work or any part thereof does not in fact conform to the requirements of the Contract Documents, and
2. From demanding and recovering from the Contractor any overpayment made to him or such damages as it may sustain by reason of his failure to comply with the requirements of the Contract Documents, or both.

Article 25. No Waiver of Rights

Neither the inspection by the Owner nor by any of their employees, nor by any order, measurements or certificate of the Owner, nor by any order of the Owner for payment of money, nor any money, nor any payment for or acceptance of the whole or any part of the Work by Owner, nor any extension of time nor any possession by the Owner or its employees shall operate as a waiver of any provisions of this Contract, nor any power herein provided, nor shall any waiver of any breach of this Contract be held as a waiver of any other subsequent breach. Any remedy provided in this Contract shall be taken and constructed as cumulative; namely, in addition to each and every other form of suit, action or legal proceeding. The Owner shall also be entitled as of right to an injunction against any breach of the provisions of this Contract.

Article 26. Character and Competency

The Contractor and his subcontractors shall employ, upon all parts of the Work herein contracted, only competent, skillful and trustworthy men or women. Should the Architect/CM at any time give notice in writing to the Contractor or his duly authorized representative on the Work, that any employee in their opinion is incompetent, unfaithful, disorderly, careless, unobservant of instructions, or in any way a detriment to the satisfactory progress of the Work, such employee shall immediately be dismissed and not again allowed to perform the any part of the Work.

Article 27. Superintendent

The Contractor shall give his personal supervision to the faithful prosecution of the Work and in case of his absence shall have a competent, experienced and reliable English-speaking foreman or superintendent, acceptable to the Owner, on the site who shall follow without delay all instructions of the Architect/CM in the prosecution and completion of the Work and every part thereof, in full authority to supply men and women, material and labor, immediately. He shall keep on hand at all times copies of the Contract Documents.

Article 28. Payroll Reports

The Contractor and each subcontractor shall furnish to the Owner on demand a verified copy of his payroll and also any other information required by to satisfy them that the provisions of the Labor Law as to the hours of employment and rates of wages are being observed.

Article 29. Labor Laws and Notice of Employees' Rights

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 bid, they will be attached and made part of this Agreement prior to execution of Contract. Until the revised Wage Rate Schedules are made part of this Contract, the Prevailing Wage Rates apply.

1. All persons employed to perform any work under this contract, must be provided with major medical and hospitalization benefits for the duration of this contract. Such benefits may be provided through a monthly lump-sum payment to the health care insurer of the employee's choice. Nothing herein shall be deemed to require the establishment or maintenance of an employee benefit plan.
2. No apprentice employed by the Contractor or any of his Subcontractors shall be permitted to perform any work required under this contract unless said apprentice is individually enrolled in, or a graduate of, a New York State approved apprentice training program registered with the Commissioner of Labor, and in conformity with provisions of Article 23 of the New York State Labor Law.
3. The Contractor must pay all wages and supplements required by law. Cash payments in lieu of fringe benefit supplements may be made at the option of the contractor, but any such cash payments must be made by check draft or order payable to the employee. Records of such cash payment must be made promptly available for inspection upon request for the Owner.
4. Posting of Notices
 - a. Every Contractor who is a party to a Public Works Contract with NHCC shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent contractors of Subcontractors, acknowledge and agree to establish and maintain a Bulletin Board at or near the established job site, Management Office or at such site as the Owner

directs for the conspicuous posting of Notices including the New York State Department of Labor Schedules of prevailing Wages and Supplements applicable to the Project, Worker's Compensation Law Notices, and all other notices which are required by law and such notices as the Owner may require the Contractor to post at the site. To the extent practicable, notice must be posted in such a manner so that the general public may view same at the entrance to the job site.

- b. Such posting shall be secure from deterioration and/or obliteration by the elements, and acts of vandalism.
- c. Notices shall be maintained in a legible manner and shall be replaced if damaged, defaced, rendered illegible or removed for any reason.
- d. The posting of such notices shall be undertaken prior to commencement of Work at the site, if practical and feasible, and shall be maintained until the project has been substantially completed.
- e. Said notice shall include the telephone number and address of the New York State Department of Labor and NHCC Planning Department.
- f. For multiple prime Contracts, each Contractor is required to provide the above, and identify the Contract to which it pertains. Nothing herein shall be construed to relieve the Contractor from posting requirements otherwise required by law.

5. Providing Notice to Employees

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent Contractors of Subcontractors, provide written notice to each employee that he or she is entitled to receive the prevailing wage and supplements for the occupation for which he or she has been hired. Such written notice shall be given to the employee at or before such individual commences Work at the Project site.

b. The Contractor shall obtain from each employee a written acknowledgment that the employee has received a copy of such notice and is receiving the prevailing wage rate. For the purposes of this section, an employee includes, in addition to those immediately under the hire and/or supervision of the Contractor, employees and independent contractors of Subcontractors engaged in Work at the Project site. The written acknowledgments of the employees required herein shall accompany each month's partial payment request.

6. Payroll Records

a. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent contractors of Subcontractors, maintain at the job site (or such place designated by the Owner) original payrolls employee attendance records and/or transcripts thereof as are required to be maintained pursuant Section 220 of the New York State Labor Law and shall maintain the written acknowledgments of the employees as required above with the payrolls and transcripts.

b. The Contractor shall, on behalf of its employees, Subcontractors, employees of Subcontractors and independent contractors of Subcontractors, provide to the Architect/CM (and any other individuals designated by the Owner) upon application for payment an employment attendance sheet for all employees, including employees of Subcontractors, for each day on which Work is performed on the site, upon a form acceptable to the Owner, including job classification, hours of employment, wage rate and supplements payable and employer. A current attendance record shall be maintained at a location designated by the Owner.

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

d. Upon receipt of a copy of the prevailing rate schedule of wages and supplements specified in the public improvement Contract, or of a subsequently issued prevailing rate schedule, every Contractor and Subcontractor shall provide a verified statement attesting that the Contractor and Subcontractor has received and reviewed such schedule of wages and supplements, or subsequently issued schedule, and agrees that it will pay the applicable prevailing wages and will pay or provide the supplements specified therein. Such verified statement shall be filed with the Owner.

e. Before the Contractor may request a progress payment for any item of Work performed by a Subcontractor, the Contractor shall furnish the Owner with a copy of that Subcontractor's verified statement required by New York Labor Law Section 220-a. Before issuance of the final payment, the Contractor shall furnish the Owner with the original certifications and verified statements required by New York Labor Law Section 220-a.

7. The Contractor shall ensure that all employees on the job site shall have received appropriate training and possess all required state and County licenses for specialty, craft, skill trade or other professional or licensed trades.
8. 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, or disability, against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

Article 30. Prevention of Delay

The Contractor and his Subcontractors shall not employ any labor or means whose employment or utilization during the course of this Contract, may tend to, or in any way cause, or result in, strikes, work stoppages, delays, suspension of work or similar troubles by workmen employed by the Contractor or his Subcontractors, or by any of the trades working

in or about the job sites where work is being performed under this Contract, or any other Contract on the job site. Any violation of this requirement by the Contractor may, upon written determination of the Owner, be considered as proper and sufficient cause for canceling and terminating this Contract without any penalty to the Owner and the Owner shall be entitled to recover any damages from the Contractor that may have been caused by such violation.

Article 31. Prices

For the Contractor's complete performance of the Work, the Owner will pay, and the Contractor agrees to accept, subject to the terms and conditions hereof, the lump sum price or unit prices at which this Contract was awarded, plus the amount required to be paid for any Extra Work ordered by the Owner under this Agreement, less credit for any Work omitted.

Article 32. Submission of Bid Breakdown

Within fifteen (15) days after his execution of this Contract, or when directed by the Owner, the Contractor shall submit a written breakdown of his bid price, or of lump sums bid for items of the Contract, showing the various operations to be performed under the Contract, as described in the progress schedule required under Article 8 (Progress Schedule) hereof, and the value of each of such operations, the total of such items to equal the lump sum price bid. The Contractor shall also submit such other information relating to the bid price as may be required or reasonably requested by the Owner, and shall revise the bid breakdown as directed. Thereafter, the breakdown may be used for checking the Contractor's applications for partial payments hereunder, but shall not be binding upon the Owner, for any purpose whatsoever.

Article 33. Partial Payments

1. On or about the first of each month, the Contractor shall make an estimate of the amount and the fair value of the Work done and may apply for partial payment therefore. The Contractor shall revise the estimate as the Owner and/or Architect/CM may direct. Whenever the monthly estimate of the Contractor, as approved by the Owner, shows that the value of the Work completed during the previous month exceeds One Thousand (\$1,000.00) Dollars in amount, the Owner will issue a certificate for such Work. Such certificate will authorize the payment of ninety-five percent (95%) of the value of the Work completed. The Owner will thereupon cause the amount therein to be paid to the Contractor.
2. No partial payment will be made for any materials before they are incorporated in the Work, except the payment may be made for materials delivered to the site or off-site and suitably stored and secured when such materials are in short and/or critical supply or have been specially fabricated for the project, all as determined by the Owner in writing.
3. Before any payments will be made under this Contract, the Contractor and the Subcontractors performing any part of the Work called for by this Contract must file with Michael Ade, Vice President in the NHCC Office of Planning, verified statements provided for in Article 8 of the New York State Labor Law, as amended, certifying the amounts then due and owing from the

Contractor and Subcontractor filing such statements to any and all laborers for daily or weekly wages on account, setting forth therein the names of the persons whose wages are unpaid and the amount due to each respectively. The Contractor shall set forth in his statements the name of his Subcontractors. If the Contractor or Subcontractor has no Subcontractor, he shall so state in his statement if there is nothing due and accrued to any laborer for daily or weekly wages on account of labor performed upon the Work under this Contractor and all Subcontractors before any payments are made under this Contract.

4. The filing of payrolls in a manner consistent with New York State Labor Law 220(3)(a) is a condition precedent to payment of any sums due and owing to any Contractor, Subcontractor or other person or entity for Work done upon the project.

Article 34. Final Payment

1. Within thirty (30) days after receiving notice from the Contractor of completion of the Work and submission of satisfactory evidence of having repaired any and all damage to public or privately owned properties resulting from, but not a part of, the Work under this Agreement, the Owner will cause a final inspection to be made for approval of all the Work done under this Contract. If, upon such inspection, the Owner determines that no further Work is to be done, he will issue a Certificate of Completion to the Contractor for the Work done under this Contract.
2. As a condition precedent to receiving final payment therefore, the Contractor shall submit verified statements similar to those required under Article 33 (Partial Payments) hereof, and shall also submit proof of title to the materials and equipment covered by the Contract. The Contractor shall also, prior to the issuance of final payment, supply to the Owner affidavits and certificates for labor, material and equipment (where applicable).
3. The Owner will, not later than sixty (60) days after the final acceptance of the Work done under this Contract, pay the Contractor the entire sum so found due there under after deduction of the previous payments and all percentages and amounts to be kept and retained under provisions of this Contract. All prior partial payments being merely estimates made to enable the Contractor to prosecute the Work more advantageously, shall be subject to correction in the final estimate and payment.

Article 35. Acceptance of Final Payment

The acceptance by the Contractor or by anyone claiming by or through him, of the final payment shall operate as and shall be a release to the Owner and every officer and agent thereof, from any and all claims and all liability to the Contractor for anything done or furnished in connection with this Work or project and for any act or neglect of the Owner or of any others relating to or affecting the Work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under this Contract or the Contractor's Bonds.

Article 36. Owner's Right and Notice

IT IS MUTUALLY AGREED THAT,

1. if the Contractor fails to begin Work when notified to do so by Owner; or
2. if the Contractor becomes insolvent or,
3. if a petition of bankruptcy is filed by or against the Contractor, or
4. if the Work to be done under this Contract shall be abandoned or,
5. if this Contract or any part, thereof shall be assigned without the consent of the Owner being first obtained in writing or,
6. if this Contract or any right, monies or claim there under shall be assigned by the Contractor otherwise than as herein specified, or,
7. if, at any time, the Owner shall be of the opinion that the conditions herein specified as to the rate of progress are not fulfilled or,
8. that the Work or any part thereof is unnecessarily or unreasonably delayed, or,
9. that the Contractor is not or has not been executing the Contract or performing Work in good faith or,
10. that the Contractor is violating any of the provisions of this Contract;

the Owner and without prejudice to any other rights or remedy of the Owner, shall have the right to declare the Contractor in default and so notify the Contractor by a written notice, setting forth the ground or grounds upon which such default is declared and that the Contractor shall discontinue the Work, either as to a portion of the same or the whole thereof.

Article 37. Contractor's Duty

Upon receipt of the notice provided in Article 36 (Owner's Right and Notice) above, the Contractor shall immediately discontinue all further operations on the Work or such part thereof; and shall immediately quit the site or such part thereof, leaving untouched all plant, materials, equipment, tools and supplies.

Article 38. Completion of the Work

1. The Owner, after declaring the Contractor in default as provided in Article 36 (Owner's Right and Notice in case of Default) above, may then have the Work completed by such means and in such manner, by Contract with or without public letting, or otherwise, as he may deem advisable, utilizing for such purpose such of the Contractor's plant, materials, equipment, tools and supplies remaining on the site, as well as such subcontractors, as he may deem advisable.
2. The expense of such completion, including the cost of relenting, shall be deducted and paid by the Owner out of the monies due or to become due to the Contractor under this Contract, or any part thereof; and in case such expense is more than the sum remaining unpaid of the original Contract price, the Contractor and his sureties shall pay the amount of such deficiency to the Owner.

Article 39. Contractor's Warranties

In consideration of, and to induce the award of this Contract to him, the Contractor represents and warrants:

1. That he is not in arrears to the Owner upon debt or Contract, and that he is not a defaulter, as surety, Contractor or otherwise.
2. That he is financially solvent and sufficiently experienced and competent to perform the Work.
3. That the Work can be performed as called for by the Contract that the Plans and Drawings and the Specifications are in all respects suitable and adequate for the Work.
4. That the facts stated in his proposal and information given by him are true and correct in all respects.
5. That he is fully informed regarding all the conditions affecting the Work to be done and labor and materials to be furnished for the completion of this Contract and that his information was secured by personal investigation and research.

Article 40. Claims for Damages

If the Contractor shall claim compensation for any damage sustained, other than for extra or disputed Work covered by Articles 20 and 21 (Extra Work/Change Orders and Disputed Work) hereof respectively, by reason of any act or omission of the Owner, its agents or of any persons, he shall within five (5) days after sustaining such damage, make and deliver to the Owner a written statement of the nature of the damage sustained and of the basis of the claim against the Owner. On or before the fifteenth (15th) of the month succeeding that in which any damage shall have been sustained, the Contractor shall make and deliver to the Owner an itemized statement of the details and amount of such damage duly verified by the Contractor. Unless such statement shall be made and delivered within the times aforesaid, it is stipulated that all claims for such compensation shall be forfeited and invalidated and the Contractor shall not be entitled to payment on account of such claims.

Article 41. Patented Devices, Material and Processes

It is mutually understood and agreed that Contract prices shall include all royalties and cost arising from patents, trademarks, and copyrights in any way involved in the Work. Whenever the Contractor is required or desires to use any design, article, device, material, equipment, appliance or process covered by letters patent or copyright, the Contractor shall indemnify and save harmless the Owner and their agents from any and all claims for infringement by reason of the use of any such patented design, device, article, tool, material, equipment, appliance or process, to be performed under the Contract, and shall indemnify the said Owner and/or Owner agents for any costs, expenses, and damages which it may be obliged to pay, by reason of any such infringement, at any time during the prosecution or after the completion of the Work.

Article 42. Hold-Harmless

1. The Contractor shall defend, indemnify, protect and save harmless, NHCC, their officers, agents and employees, from and against any and all losses, damages, detriment, suits, claims, costs and expenses for injuries (including death) to persons or damage to property arising out of or in connection with the performance of the Work hereunder and caused by or resulting from the carelessness or negligence of the Contractor or his subcontractors.
2. The obligation of the Contractor to indemnify and save harmless NHCC as herein above set forth is absolute and not dependent upon any question of negligence on the part of the Contractor, the subcontractor, NHCC or their respective agents, servants or employees. The approval by the Owner of the methods of doing the Work or the failure of the Owner to call attention to improper or in-adequate methods or to require a change in methods or to direct the Contractor to take any particular precautions or to refrain from doing any particular thing shall not excuse the Contractor in case of any such injury to person or damage to property.
3. The Contractor shall take out and maintain during the life of this Contract a liability insurance policy and renewals thereof, issued by an insurance company acceptable to Owner, insuring the Contractor at all times during the life of this Contract against loss by reason of his Contractual liability under this Article with limits of not less than those set forth in Article 46 (Schedule of Requirements) for injuries to persons (including death) and damage to property. A certificate of the issuance of such insurance policy shall be delivered to Owner upon execution of this Agreement and such certificate shall contain an agreement by the insurance company issuing the policy that the policy will not be canceled without ten (10) days prior notice to the Owner. At least two weeks prior to the expiration of the original policy or any renewal thereof a new certificate of the renewal of such insurance, containing an agreement by the insurance company that the insurance will not be canceled without ten (10) days prior notice to Owner shall be delivered to the Owner.

Article 43. No Claims against Individuals

No claim whatsoever shall be made by the Contractor against any officer, agent, or employee of NHCC for, on account of, or by reason of anything done or omitted to be done in connection with this Contract.

Article 44. Unlawful Provisions Deemed Stricken Out

If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

Article 45. Books and Records

The Contractor shall maintain full and complete books and records of accounts in accordance with accepted accounting practices. Such books and records shall be retained for a period of

six (6) years from the date the Project is completed and shall at all times be available for audit and inspection by the Owner or its duly designated representatives.

Article 46. Schedule of Requirements

1. Insurance – Limits of liability:
 - a. Contractor’s Public Liability Insurance and Owner’s Protective Public Liability Insurance shall be equal to the following minimum limits of liability:
 - 1) Minimum Limits of Liability, for each occurrence.
A Combined Single Limit of \$_____ and \$_____ General Aggregate and an umbrella insurance policy for comprehensive and general liability insurance, naming Contractor as the insured and naming NHCC, the Architect/CM as additional insureds with a combined minimum single limit of \$_____ for bodily injury (including death) and property damage for any one occurrence.
 - b. Builder’s Risk Insurance:
Shall be for the full amount of the Contract Price.
2. NASSAU HEALTH CARE CORPORATION and the Architect/CM must be named as additional insured to be protected to the full limits of liability.
3. Liquidated Damages \$_____ per day,
4. Time of completion _____ calendar days,
5. Amount retained for maintenance - Five (5%) Percent of the Contract Price.
(See Article 18 (Maintenance/Guarantee))
6. Substitutions may be proposed during a thirty (30) calendar day period starting with the date stipulated in accordance with Article 7 (Time and Start of Completion).

Article 47. Conflicting Information

In the case of conflicting information within the plans and specifications as to the type of materials of workmanship to be provided, the Contractor agrees that he will accept the decision of the Architect/CM as to which was intended or which is in the best interest of the Owner.

Article 48. All Legal Provisions Included; Separability; Supremacy, Construction and Compliance with Law

1. Every provision of Law required to be inserted into or referenced by this Agreement is required to be part of this Agreement. If any such provision is not inserted or is not inserted in correct form then: (a) such provision shall be deemed inserted into this Agreement for purposes of interpretation, and (b) upon the application of either party this Agreement shall be formally amended to comply strictly with the Law, without prejudice to the rights of either party.
2. In the event that any provision of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall not in any way be affected or impaired thereby.
3. Unless the application of this subsection will cause a provision by Law to be excluded from this Agreement, in the event of any conflict between the terms set forth above the signature page of this Terms and Conditions and those contained elsewhere in the Agreement or any schedule, exhibit, appendix, attachment or document referenced by the Agreement, the terms and conditions set forth above the signature page of this Terms and Conditions shall control. To the extent possible, all terms of this Agreement should be read together as not conflicting.
4. Each party has cooperated in the negotiation and preparation of this Agreement. Therefore, in the event that construction of this Agreement occurs, it shall not be construed against either party as drafter.
5. The Contractor shall comply with any and all applicable Federal, State and local Laws, including, but not limited to those relating to conflicts of interest, discrimination, a prevailing wage, disclosure of information, and vendor registration, in connection with its performance under this Agreement. As used in this Agreement the word "Law" includes any and all statutes, local laws, ordinances, rules, regulations, applicable orders, and/or decrees, as the same may be amended from time to time, enacted, or adopted.
6. The parties acknowledge and agree that all records, information, and data ("Information") acquired in connection with performance or administration of this Agreement shall be used and disclosed solely for the purpose of performance and administration of the Contract or as required by Law. The Contractor acknowledges that Contractor Information in the NHCC's possession may be subject to disclosure under Article 6 of the New York State Public Officer's Law ("Freedom of Information Law" or "FOIL"). In the event that such a request for disclosure is made, the NHCC shall make reasonable efforts to notify the Contractor of such request prior to disclosure of the Information so that the Contractor may take such action as it deems appropriate.
7. Minimum Service Standards: Regardless of whether required by Law:
 - a. The Contractor shall, and shall cause Contractor Agents to, conduct its, his or her activities in connection with this Agreement so as not to endanger or harm any Person or property.

- b. The Contractor shall deliver services under this Agreement in a professional manner consistent with the best practices of the industry in which the Contractor operates. The Contractor shall make all actions necessary or appropriate to meet the obligation described in the immediately preceding sentence, including obtaining and maintaining, and causing all Contractor Agents to obtain and maintain, all licenses, certifications, and approvals (collectively, "Approvals") necessary or appropriate in connection with the performance of services under this Agreement.

Article 49. Work Performance Liability

The Contractor is and shall remain primarily liable for the successful completion of all Work in accordance this Agreement irrespective of whether the Contractor is using a Contractor Agent to perform some or all of the Work contemplated by this Agreement, and irrespective of whether the use of such Contractor Agent has been approved by the Owner.

Article 50. Consent to Jurisdiction and Venue; Governing Law; Jury Trial Waiver

1. Unless otherwise specified in this Agreement or required by Law, exclusive original jurisdiction for all claims or actions with respect to this Agreement shall be in the Supreme Court in Nassau County in New York State and the parties expressly waive any objections to the same on any grounds, including venue and forum non conveniens. This Agreement is intended as a contract under, and shall be governed and construed in accordance with, the Laws of New York State, without regard to the conflict of laws provisions thereof.

2. THE PARTIES TO THIS AGREEMENT HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT.

Article 51. Entire Agreement

This Agreement represents the full and entire understanding and agreement between the parties with regard to the subject matter hereof and supersedes all prior agreements (whether written or oral) of the parties relating to the subject matter of this Agreement.

Article 52. Joint Venture

1. If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purpose of undertaking this Agreement, each such entity acknowledges and hereby affirmatively represents and agrees that each has the power to bind the Contractor and each of the others hereunder; and as such, each acts both as principal and agent of the Contractor and of each of the others hereunder. Each further acknowledges and agrees that all such entities, partners or joint venturers associated for the purposes of undertaking this Agreement shall be jointly and severally liable to third parties, including but not limited to the County, for the acts or omissions of the Contractor or any other entity, partner or joint venturer hereunder.

2. If the Contractor is comprised of more than one legal entity or any group of partners or joint venturers associated for the purposes of undertaking this agreement, each such entity acknowledges and hereby affirmatively represents and agrees that the respective rights, duties and liabilities of each hereunder shall be governed by the laws of the State of New York, including but not limited to the New York Partnership Law.

Article 53. Executory Clause

Notwithstanding any other provision of this Agreement:

(a) Approval and Execution. NHCC shall have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person unless (i) all NHCC approvals have been obtained, including, if required, approval by the NHCC Board of Directors, and (ii) this Agreement has been executed by the President or his duly designated representative.

(b) Availability of Funds. NHCC have no liability under this Agreement (including any extension or other modification of this Agreement) to any Person beyond funds appropriated or otherwise lawfully available for this Agreement, and, if any portion of the funds for this Agreement are from the state and/or federal governments, then beyond funds available to NHCC from the state and/or federal governments.

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SPECIAL PROVISIONS

Wick's Law Projects

1. Contractor's Construction Procedures

- a. Each Prime Contractor shall be solely responsible for and have control over the construction means, methods, techniques, sequences, procedures, safety and safety precautions required for the proper execution of its work on the project. Where the drawings and/or Project Manual make reference to particular construction means, methods, techniques, sequences or procedures or indicate or imply that such are to be used in connection with the Contractor's work, such reference is intended only to indicate that the Contractor's work is to produce at least the quality of the work implied by the operations described, but the actual determination as to whether or not the described operations may be safely or suitably employed in the performance of the Contractor's work shall be the sole responsibility of the Contractor. All loss, damage, liability, or cost of correcting defective work arising from the employment of a specific construction means, method, technique, sequence, procedure, safety or safety precautions shall be borne solely by the Contractor.
- b. Neither the Architect, the Construction Manager, nor the Owner will have control over or charge of, and will not be responsible for, construction means, methods, techniques, sequences, procedures, safety or safety precautions and programs in connection with the work, since these are solely each Prime Contractor's responsibility as provided herein.
- c. Each Prime Contractor, its employees, its subcontractors and their employees or agents, and all others engaged by the Contractor in connection with the performance of its work are required to wear photographic identification badges at all times. The Contractor shall provide such individuals with said photographic identification badges. These badges shall be worn so as to be readily and easily visible. All workers and representatives of the Contractor, its subcontractors or suppliers shall wear these badges while on the property.
- d. Without limitation of any other provision of the agreement between the Owner and the Contractor, the Contractor shall use its best efforts to comply with all rules and regulations promulgated by the Owner in connection with the use and occupancy of the premises.
- e. No drinking of alcoholic beverages, smoking or use of controlled substances is permitted on the grounds. Each Prime Contractor shall insure that none of its or its subcontractors, its employees, agents, and/or consultants report to the site impaired by alcohol or controlled substances. Each Prime Contractor bears the responsibility of determining if its, or its subcontractors, employees are in any way impaired and whether the safety of the public, the employees of other contractors and their subcontractors, the Owner, the Architect, or the Construction Manager are jeopardized. Each contractor shall provide drinking water for its own employees.
- f. Each Prime Contractor shall provide ventilation of enclosed areas during construction as may be required to permit proper curing and drying out and to prevent excessive humidity, moisture and condensation. Ventilation shall be by natural or artificial means as required by conditions involved.
- g. Each Prime Contractor shall be responsible for the control of chemical fumes, gases and other contaminants produced by welding, gasoline or diesel engines, roofing, paving,

painting, etc. to ensure that they do not enter occupied portions of the building or air intakes.

- h. Each Prime Contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers' recommendations before a space can be occupied.
- i. From the commencement to the completion of the project, each Prime Contractor shall keep the parts of the work and the buildings free from accumulation of water no matter what the source or cause of water.
- j. The General Contractor shall construct temporary partitions where required for safety of the public or to prevent dust from entering occupied areas. Partitions shall be dust-proof from floor to slab or structure above (if existing condition is a drop in tile ceiling, the General Contractor shall remove tile and install partition to structure above).
- k. All cutting and welding performed within an occupied building or adjacent to a window or intake vent shall be performed to avoid the transfer of dust, fumes, etc. into occupied areas.
- l. Each Prime Contractor shall control the safe handling and storage of all welding materials, acetylene and oxygen tanks, and other equipment required for welding and cutting work at the job site. Such storage shall be in compliance with OSHA regulations.
- m. Welding materials and equipment shall be removed promptly from the premises upon completion of the welding and cutting work.
- n. To the fullest extent possible, each Prime Contractor shall provide products of the same kind, from a single source. When two or more items of same material or equipment are required (pumps, valves, air conditioning units, etc.), they shall be of the same manufacturer.
- o. Each Prime Contractor and each of its subcontractors shall conduct its/their operation in accordance with all applicable laws, regulations and order of local, state and federal governments. The Contractor agrees, in order that the work will be completed with the greatest degree of safety to conform to the requirements of the Occupational Safety and Health Act of 1970 (OSHA) and the Construction Safety Act of 1969, including all standards and regulations that have been since or shall be promulgated by the governmental authorities which administer such acts.
- p. Each Prime Contractor shall indemnify and hold harmless the Owner, the Construction Manager and Architect from any and all claims, damages, losses, suits, obligations, fines, penalties, costs, charges and expenses which may be imposed upon or incurred by or asserted against any of them by reason of any act or omission of such Contractor or any subcontractor or any person or firm directly or indirectly or indirectly employed by such Contractor, with respect to violations of OSHA requirements, rules and/or regulations.
- q. In the event a subcontractor and/or material supplier files with the Owner a public improvement lien, the Owner shall withhold payment on previously certified applications for payment which have not yet been paid or subsequent applications for payment submitted by the Contractor an amount equal to 150% of the amount set forth in such public improvement lien. This provision is in addition to and does not supersede the indemnity provisions.
- r. The Owner may release any payment withheld due to the filing of a public improvement lien if the Contractor obtains security acceptable to the Owner or a lien bond which is:

(1) issued by a surety acceptable to the Owner, (2) in form and substance satisfactory to the Owner, and (3) in an amount not less than 150% of such lien claim. The cost of the premiums for any such bond posted shall be borne solely by the Contractor. By posting a lien bond or other acceptable security, however, the Contractor shall not be relieved of its obligations pursuant to these specifications, including but not limited to the indemnity provisions set forth.

- s. All insurance coverage to be provided by each Prime Contractor shall name the Owner, the Construction Manager and the Architect as additional insureds on the policy. Additionally, the insurance coverage to be provided by the Contractor pursuant to the Terms and Conditions Section shall state that the Contractor's coverage shall be the primary coverage for the Contractor's work.
- t. In the event that any of the insurance coverage to be provided by each Prime Contractor to the Owner contains a deductible, or the insurance provided by the Owner contains a deductible, the Contractor shall indemnify and hold the Owner, the Architect and the Construction Manager harmless from the payment of such deductible, which deductible shall in all circumstances remain the sole obligation and expense of the Contractor.
- u. Each Prime Contractor acknowledges that its failure to obtain or keep current the insurance coverage required by the Terms and Conditions Section shall constitute a material breach of contract and subjects the Contractor to liability for damages, including but not limited to direct, indirect, consequential, special and such other damages the Owner sustains as a result of such breach. In addition, each Contractor shall be responsible for the indemnification to the Owner, the Architect and the Construction Manager, of any and all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees.
- v. Each Prime Contractor shall require all subcontractors to carry similar insurance coverages and limits of liability as set forth in the Terms and Conditions Section and adjusted to the nature of subcontractors' operations and submit same to the Owner for approval prior to start of any work. In the event the Contractor fails to obtain the required certificates of insurance from the subcontractor and a claim is made or suffered, the Contractor shall indemnify, defend, and hold harmless the Owner, the Architect, engineers, the Construction Manager, consultants, and sub-consultants and their agents or employees from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligation provided in the Contract.

2. Hospital Renovation

All Prime contractors and subcontractors must comply with the latest edition of the Occupational Safety and Health Administration standards, 29 CFR 1900 through 1926, the latest edition of the NFPA Codes, and the following System Policies: Interim Life Safety Measures, Hot Work, *Fire Impairment*, Installation and Monitoring of Construction Barriers and Construction Risk Assessment Program.

Hospital Renovation requires comprehensive pre-construction planning to incorporate dust and infection control, interim life safety measures, and outside public health agency certification. Before the start of construction, it is important to ensure that all asbestos, lead, sharps, biological wastes, and other hazardous material are removed. A pre-construction survey shall be completed to include the locations of shut-offs of critical power supplies,

medical gas lines, sanitary lines, ventilation hoods, and other special hazards and considerations. Consideration should be given to electrically isolating the construction work from the existing hospital facility to prevent voltage fluctuations. Use of cell phone and radios should be coordinated with the hospital to prevent RF concerns.

Refer to AIA document "*Guidelines for Design and Construction of Hospital Healthcare Facilities*" 2001 edition along with the Joint Commission on Accreditation of Healthcare Organizations and the National Fire Protection Association publications for guidance where necessary.

All construction personnel must have either security badge with personal photo or hardhat with company identification.

3. Dust & Infection Control (by General Contractor in all areas work is being performed)

All debris containers must be covered before being removed from the construction area.

All debris containers will be provided and removed by the General Contractor

Each Prime Contractor must consolidate their debris in orderly piles for the General Contractor.

All temporary partitions that are installed must have a fire rating equal to that which they are replacing and at least 2-hours in all cases.

All temporary partitions shall be installed deck-to-deck and taped to prevent dust transmission.

Construction areas must maintain negative air pressure. To accomplish this, the use of the hospital's ventilation system along with portable HEPA-filtered air machines may be used. When using the hospital ventilation system, approval from the hospital is required.

Routes shall be established for the removal of debris and movement of materials through occupied areas of hospital.

Walk-off mats or other means shall be used at construction entrances to prevent dust and other foreign matter from being tracked throughout the hospital.

Doors and entrances shall have bottom floor-sweeps installed.

Where solid partitions of plywood or drywall are not possible, fire resistant visqueen shall be used or fire-resistant tarps. All seams will be duct taped and dust proof entrances used.

Appropriate signage will be posted at construction entrances.

Powered hand tools shall be of the dust collecting type. (all contractors)

All concrete and block shall be wet cut. (all contractors)

Housekeeping must be performed on a continuous basis.

Eating and smoking are not allowed inside the hospital or construction work areas.

Temporary toilet facilities must be provided with adequate hand washing facilities equipped with towels and hand soap.

4. Interim Life Safety Plan (ILSP)

- a. Each Prime Contractor shall provide all material, labor and equipment required to install and maintain the ILSM Plan throughout the duration of the Project. All existing rated walls shall be maintained by this EACH Contractor during construction activities. All occupied areas adjacent to the work of this contract shall be protected by each Contractor.
- b. Each Prime Contractor shall be responsible for the providing of Labor and Material required to comply with Interim Life Safety Measures (ILSM).

5. Infectious Control Risk Assessment (ICRA)-

- a. During Construction Activities the **General Constructor** shall provide labor and material to comply with established site specific Infection Control protocols.
- b. Each Prime Contractor shall comply with all of the requirements of the ICRA Plan as identified in the Contract Documents.
- c. The General Contractor shall be responsible for providing engineering calculations for negative air requirements in all areas where negative air is required as per the ICRA Plan in the Contract Documents and maintain required negative air.
- d. The General Contractor shall provide labor and material to comply with ICRA requirements during the Construction Phase and upon completion of the project as identified in the ICRA Plan in the Contract Documents.

6. Material Safety Data Sheets (MSDSs)

Every Contractor will be responsible for development and maintenance of a list of hazardous materials utilized within the project operations and will be further responsible for obtaining and maintaining MSDSs for all such hazardous materials. Employees will be allowed access to this information and the specific MSDSs for materials utilized in their work areas. All questions relating to the program should be directed to the Contractor's superintendent or safety representative. A copy of each MSDS will be delivered to the Owner prior to work starting involving that substance.

7. Temporary Electric Service (by Electric Contractor)

- a. This Electrical Contractor shall furnish, install, maintain and remove the temporary power and lighting system for all contract work. Temporary power and light will be required for all areas.
- b. Power shall be furnished by the Owner and shall be made accessible to this Contractor for use.
- c. All temporary wiring and equipment shall be in conformance with the National Electric Code and the NYS Building Code.
- d. Provide all wiring, transformers, panels, supports, circuit breakers, and any other materials, supplies or equipment necessary to provide temporary lighting and electric service.

8. Utility Shutdowns

For any / all Utility shutdowns, each Prime Contractor shall provide a written request to the Owner 72 hours in advance for review and approval by the Owner and /or Construction Manager prior to beginning the work. Each Contractor may not proceed with any utility shutdown work without written approval from the Owner.

9. Coordination

HVAC Contractor is responsible to produce a coordination drawing. Prime Contractors are to first submit their respective shop drawings for approval to the Architect of Record, in order to make any necessary changes prior to going through the coordination process.

END-OF-SECTION

**Nassau Health Care Corporation
Minority/Woman-Owned Business Initiative
Construction Contracts**

Nassau Health Care Corporation (NHCC) also known as the NuHealth System, includes Nassau University Medical Center in East Meadow, A. Holly Patterson Extended Care Facility in Uniondale, and various Community Health practices. NHCC affirms its commitment to the participation of minority and women-owned business enterprises in all areas of the corporation's procurement of goods, services, and construction – to the fullest extent authorized by law and as required by Article 15-A of the New York State Executive Law.

NHCC is committed to enhancing the participation of minority and women-owned businesses by complying with Article 15-A, *Participation by Minority Group Members and Women with Respect to State Contracts* and cooperating with Empire State Development's Division of Minority and Women's Business Development.

NHCC requires its general contractors to assist us with our goals of M/WBE participation and requires that the attached form be submitted as part of the formal sealed bid process and that its general contractors continue to update and work towards those goals.

For the successful bidder, that also entails reporting on M/WBE sub-contracts via the monthly submittals of pay requisitions, as well as submitting quarterly reports. These reports are due April 1st, July 1st, Sept. 1st and Jan. 1st of every year during the life of any contract with NHCC. Details as to how to submit these reports will be made available to the successful Bidder during the project kick-off meeting.

Bidders may consult the website indicated below for assistance in finding sub-suppliers who are certified in New York State:

<http://www.esd.ny.gov/MWBE.html>

In case Bidder's sub-suppliers are not certified in New York State, Bidders are requested to avail themselves of the NHCC Purchasing Dept's. support with the certification process. Your initial contact should be made with Walter Lowe, Community Services Representative/MWBE Liaison, who can be reached at by phone at (516) 572-6723, and via email at wlowe@numc.edu

Encl. NHCC Contractor M/WBE Utilization Plan (4 pages)

NASSAU HEALTH CARE CORPORATION
Contractor M/WBE Utilization Plan

Part 1: General Information

Bidder/Contractor Name:	_____
Address (Street, City, Zip Code):	_____ _____ _____
Authorized Representative:	_____
Authorized Signature:	_____ _____
Bid/Contract #:	_____
Project Name:	_____ _____

NASSAU HEALTH CARE CORPORATION Contractor M/WBE Utilization Plan

Part 2: Projected Minority/Woman-Owned Business Utilization by Category

Total Value of Bid/Contract:			
a. Total Minority Business Subcontracting (in \$): _____ in Percentage (%): _____			
1. Commodities (C) in \$:	_____	in Percentage (%):	_____
2. Service/Consultants (S/C) in \$:	_____	in Percentage (%):	_____
3. Construction (CN) in \$:	_____	in Percentage (%):	_____
4. Construction Consultants (CC) in \$:	_____	in Percentage (%):	_____
b. Total Women Business Subcontracting (in \$): _____ in Percentage (%): _____			
1. Commodities (C) in \$:	_____	in Percentage (%):	_____
2. Service/Consultants (S/C) in \$:	_____	in Percentage (%):	_____
3. Construction (CN) in \$:	_____	in Percentage (%):	_____
4. Construction Consultants (CC) in \$:	_____	in Percentage (%):	_____
c. Total Combined M/W Business Subcontracting (in \$): _____ in Percentage (%): _____			

NASSAU HEALTH CARE CORPORATION Contractor M/WBE Utilization Plan

Part 3: Actual M/WBE Information (use additional sheets as necessary)

<p>Name: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <p>Contact Name: _____</p> <p>Contact Phone: _____</p> <p>FEDERAL ID#: _____</p> <p>Date of New York State Certification: _____</p> <p>Minority or Woman-Owned? _____</p>	<p>Type of Work: CC - Commodities _____ SC - Service/Consultant _____ CN - Construction _____ CC - Construction Consultant _____</p> <p>Contract Info: Value: _____</p> <p>Award Date: _____</p> <p>Start Date: _____</p> <p>Completion Date: _____</p>
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<p>Name: _____</p> <p>Address: _____</p> <p>City, State, Zip: _____</p> <p>Contact Name: _____</p> <p>Contact Phone: _____</p> <p>FEDERAL ID#: _____</p> <p>Date of New York State Certification: _____</p> <p>Minority or Woman-Owned? _____</p>	<p>Type of Work: CC - Commodities _____ SC - Service/Consultant _____ CN - Construction _____ CC - Construction Consultant _____</p> <p>Contract Info: Value: _____</p> <p>Award Date: _____</p> <p>Start Date: _____</p> <p>Completion Date: _____</p>
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NASSAU HEALTH CARE CORPORATION
Contractor M/WBE Utilization Plan

Name:	_____	Type of Work:	CC - Commodities _____
Address:	_____		SC - Service/Consultant _____
City, State, Zip:	_____		CN - Construction _____
Contact Name:	_____		CC - Construction Consultant _____
Contact Phone:	_____	Contract Info: Value:	_____
FEDERAL ID#:	_____	Award Date:	_____
Date of New York State Certification:	_____	Start Date:	_____
Minority or Woman-Owned?	_____	Completion Date:	_____

Name:	_____	Type of Work:	CC - Commodities _____
Address:	_____		SC - Service/Consultant _____
City, State, Zip:	_____		CN - Construction _____
Contact Name:	_____		CC - Construction Consultant _____
Contact Phone:	_____	Contract Info: Value:	_____
FEDERAL ID#:	_____	Award Date:	_____
Date of New York State Certification:	_____	Start Date:	_____
Minority or Woman-Owned?	_____	Completion Date:	_____



The Nassau Healthcare Corporation (NHCC) requires all contractors and sub-contractors to possess, at minimum an “Asbestos Awareness” certificate when performing construction associated work at all facilities owned by NHCC. This requirement is in compliance with a New York State Department of Labor order issued to NHCC on September 12, 2012. The “Asbestos Awareness” certificate must be renewed once per year and must provide the following minimum course contents:

1. Definition of Asbestos
2. Types and physical characteristics
3. Uses and applications
4. Health effects:
 - Asbestos-related diseases
 - Risks to families
 - Cigarette smoking
 - Lack of safe exposure level
5. Employer-specific procedures to follow in case of potential exposure, including making a supervisor or building owner immediately aware of any suspected incidental asbestos disturbance so that proper containment and abatement procedures can be initiated promptly.

Contractors are advised, and must advise all sub-contractors, that completion of the above course requirement does not authorize any person to remove, encapsulate, enclose, repair, disturb, or abate in any manner, any friable or non-friable asbestos, asbestos containing material, presumed asbestos containing material, or suspect miscellaneous asbestos containing material.

Certificates must be provided to NHCC prior to any contractors starting work at NHCC.

NASSAU HEALTH CARE CORPORATION a/k/a NuHealth
BOARD OF DIRECTORS
RESOLUTION
APPRENTICESHIP TRAINING PROGRAMS FOR CONSTRUCTION CONTRACTS

Resolution No. 148-2011 NOVEMBER 22, 2011

WHEREAS, New York State Law does not compel any governmental entity that is party to a construction contract to require that any contractors or subcontractors participate in apprenticeship training programs approved by the State Commissioner of Labor, and

WHEREAS, there is a long and productive history of partnership between labor and management for the training of skilled craft workers in New York State, and

WHEREAS, the promotion of apprenticeship training programs expands the pool of skilled workers by providing many residents the means to earn a living wage and creates opportunities for local residents, thereby fostering the local and regional economy, and

WHEREAS, Article 23 of New York State Labor Law ("Article 23") authorizes government entities, including public benefit corporations such as NuHealth, to require contractors and subcontractors on public construction projects to provide apprenticeship training programs, and

WHEREAS, it is the belief of the NuHealth Board of Directors that these apprenticeship programs are a valuable tool to afford opportunities for training in the skilled construction trades on NuHealth construction projects under Article 23, and

NOW THEREFORE, BE IT RESOLVED that the NuHealth Board of Directors hereby establishes a policy to promote apprenticeship training programs under the provisions of Article 23, and, be it further

RESOLVED, that the term "Construction Contract" shall mean any contract to which NuHealth shall be a signatory which involves the construction, reconstruction, improvement, rehabilitation, installation, alteration, renovation, demolition or otherwise providing for any building, facility of physical structure of any kind with a value in excess of \$500,000, and, be it further

RESOLVED, that the term "Contractor or Subcontractor" shall mean a contractor or subcontractor which directly employs labor under a Construction Contract for which an apprenticeship program has been approved by the New York State Commissioner of Labor in accordance with Article 23, and, be it further

RESOLVED, that NuHealth hereby requires any Contractor, prior to entering into a Construction Contract with NuHealth, or any Subcontractor, prior to entering into a contract with a Contractor to perform work in connection with a Construction Contract, to have apprenticeship agreements appropriate for the type and scope of work to be performed, which have been registered with, and approved by the New York State Commissioner of Labor in accordance with Article 23, and, be it further

RESOLVED, that a Subcontractor who is entitled to receive less than \$100,000 from a construction contract is exempt from having an apprenticeship program, and , be it further

RESOLVED, that if any clause, sentence, paragraph, subdivision, section or part of this Resolution or the application thereof, to any person, individual, corporation, firm, partnership, entity or circumstance, shall be adjudged by any court of competent jurisdiction to be invalid or unconstitutional such order or judgment shall not affect, impair, or invalidate the remainder thereof, but shall be confined in its operation to the clause, sentence, paragraph, subdivision, section or part of this Resolution or in its application to the person, individual, corporation, firm, partnership, entity, or circumstance, directly involved in the controversy in which such judgment or order shall be rendered, and, be it further

RESOLVED, that this Resolution shall apply to Construction Contracts advertised for bids on or after the effective date.

NASSAU UNIVERSITY MEDICAL CENTER

Interim Life Safety Measures

Effective Date: 1/12

Page: 1 of 7

I. DEFINITION AND PURPOSE

Interim Life Safety Measures (ILSM's) is undertaken whenever Life Safety Code deficiencies exist. Deficiencies may arise during construction, repair, and improvement operations an unforeseen fire systems failure or an existing building condition. ILSM's are established to temporarily compensate for the deficiencies and provide a code compliant equivalent level of life safety protection until a permanent solution is achieved.

If life safety code deficiencies occur or are identified by any source or the requirements of the current Life Safety Code are not being met, interim life safety measures (ILSM) must be implemented to the extent necessary to compensate for these deficient elements predicated on magnitude, severity, extent and duration before corrective actions are completed. Generally, any minor life safety code deficiency that could be corrected within 45 days that is confined to a single smoke compartment or fire zone will not merit declaring hospital wide Interim life safety measures but would require reduction in flammable and combustible loads in the affected smoke compartment or zone.

Assessment and implementation of ILSM's shall be preformed upon the discovery of any life safety code deficiency whether it be through pre-construction annalist, life safety surveillance rounds or unanticipated fire safety systems failure and must be continuously enforced until the deficiency is mitigated.

Any impairment or shutdown of a fire sprinkler zone or fire alarm system zone for a period of 4 hours or longer in a 24 hour period will require implementation of Interim Life Safety measures as defined in procedures below.

The level of life safety at our facilities is defined through requirements directed at the:

- prevention of ignition
- detection of fire
- control of fire development
- confinement of the effects of fire
- extinguishment of fire
- provision of refuge and/or evacuation facilities
- staff reaction
- provision of fire safety information to occupants

II. SAFETY REQUIREMENTS

Whenever life safety code deficiencies affect any level of life safety and compromises the ability to protect patients, visitors, and associates (because of disruption of service, interruption of normal operations, the presence of hazards, or the violation of the integrity of life safety measures), it will become necessary to implement the ILSM's.

III. PROCEDURES

1- The following procedures will be undertaken, as necessary, to accomplish satisfactory life safety protection as they relate to life safety code deficiencies:

- A. Ensure that all exits are clearly identified and fully accessible.
- B. Ensure that there is clear and identified access to emergency services. Vehicles, materials, etc. should not block access routes.
- C. Provide alternate protection when fire protection system is disabled. Direct attention to providing an alternate system while the primary system is off-line. This includes scheduled maintenance, upgrading or additions of system coverage, and disabling systems to allow maintenance to be completed on other systems (i.e., hot work) within scheduled time frames. Notify Security and Fire Safety, and establish a fire watch.
- D. Ensure that fire alarm, detection, and suppression systems are not impaired. A temporary equivalent system shall be used if the system is impaired. The temporary systems must be tested monthly.
- E. Ensure that temporary construction partitions are smoke-tight and noncombustible. Post adequate signage to discourage casual observers from opening or entering partitions.
- F. Provide additional fire extinguishing equipment, as well as personnel trained in its use.
- G. Prohibit smoking in, and adjacent to, all construction areas.
- H. Maintain an orderly and clean construction sites.
- I. Conduct a minimum of two documented fire drills per shift per quarter in the construction zone and areas adjacent to the construction zone. Make a regular report to the Safety Committee, confirming and evaluating the drills.
- J. See that hazard surveillance inspections of the site are increased in frequency and documented. Pay attention to evacuation routes, construction areas, storage, office/lunch areas, and fuel storage.
- K. Inform staff whenever the safety of adjacent areas is compromised because of construction. Identify alternate exit routes.
- L. Conduct facility-wide education programs to explain ILSMs and current life safety deficiencies.
- M. Restrict the construction sites from all but authorized staff. Put adequate signs in place.
- N. Provide alternate access for public and emergency traffic whenever disruption in normal traffic access occurs.

- O. Ensure that the policy and procedures for clearing roads and pathways (from snow, etc.) are followed.
- P. Ensure that proper notification is made to the East Meadow Fire Department if any ILSM is in effect.
- Q. Apprise Administration, through Safety Committee quarterly reports, of the status of life safety during the projects.
- R. Inform construction workers of egress routes.
- S. Adhere to applicable policies and procedures to maintain effective storage, housekeeping, and debris removal to reduce collection of combustibles in Construction areas.
- T. Train staff whenever fire zones are altered in regard to new or different ILSM'S relating to changed compartmentalization and fire safety.
- U. Have the Safety Officer conduct/coordinate ILSM'S where necessary.
- V. Daily surveillance (check list) including times such as holidays and weekends.

2- Fire Sprinkler Shutdown

1. The contractor will forward a completed *Shutdown Request Form* to the Project Representative or designee, at least 72 hours in advance of any planned Fire Sprinkler System shut down.
2. The following precautions will be taken before, during and after the impairment of the Fire Sprinkler System

A. Before the impairment

1. The Project Representative or designee verifies that there will be only one planned impairment at a time.
2. The Project Representative or designee will notify Department Managers and East Meadow Fire Department of any affected areas where the fire protection will be impaired and documented.
3. Fire response team will be established by the Project Representative or designee.
4. The Contractor will assure that emergency access to the facility will not be impaired and the area is maintained.
5. The Project Representative or designee will verify that all other fire protection equipment is in normal operation.
6. The Contractor or designee will have all materials, tools and manpower ready when protection is shut off so that the job can be completed as swiftly as possible.
7. The Project Representative or designee will complete required documentation and notify the insurance company of the place and time of the scheduled shut down.

B. During the impairment (In the area of impairment)

1. The Contractor(s) or designee will stop all hazardous operations.
2. The Contractor(s) will prohibit the use or processing of flammable or combustible liquids.
3. The Contractor(s) will prohibit cutting, welding or other hot work.
4. The Contractor(s) will strictly enforce "No Smoking" policy.

5. The Contractor(s) or designee will maintain continuous fire watch patrols as per Fire Watch Protocol - Attachment A
6. The Contractor(s) or designee will keep all fire doors closed within the affected area whenever possible.
7. The Contractor(s) will insure that an adequate supply of portable extinguishing equipment is available.
8. The Contractor(s) or designee will attach a shut off tag to each shut valve or impaired equipment.
9. The Contractor(s) or designee will insure that the work continues until protection is restored.

C. After the impairment

1. The Contractor(s) will verify that full protection has been restored.
2. The Project Representative or designee will notify restoration of the system to the Department Managers of the affected areas, local Fire Department and the insurance company.

3- Fire Alarm Zone Shut down

1. Before fire-warning systems are taken out of service, plans are instituted to compensate.
2. Temporary systems must be inspected and tested monthly. If needed, provide additional firefighting equipment and train staff personnel in their use.
3. If the Fire Alarm System or component thereof is to be shut down for repairs, maintenance or new construction the following procedure will be followed:
 - a) Fire Safety personnel upon notification by the Contractor or designee will deactivate fire alarm zone in the construction area to prevent any false alarms. At the end of the shift Facilities Services personnel will reactivate the fire alarm zone upon notification by the Contractor or designee.
 - b) Smoke heads will be covered before daily construction activities begin, and the covers will be removed at the end of the day. It's the responsibility of the Contractor to insure that the smoke heads are uncovered before the end of the shift. Facilities will ensure that the zone is active and operational.
 - c) Any false fire alarms caused by the failure of the Contractor to follow the above procedures will result in financial penalties.
 - d) If a shutdown is greater than 4 hours the Contractor will institute a fire watch per Fire Watch protocol below.

4- Fire/Smoke Barrier Penetrations

1. All fire/smoke walls, floor and ceiling penetrations will be properly protected using NUMC approved methods and materials.
2. Any penetrations to a rated wall, floor or ceiling will require the contractor to submit a Fire and Smoke Barrier Penetration Permit Request to the Project Representative or designee.
3. Repair of penetrations remains the responsibility of the contractor who must insure that fire and smoke protection is maintained at all times during all phases of the project.
4. All penetrations that pass through a fire/smoke barrier shall be protected using an approved UL listed fire smoke barrier material installed according to manufacturers specifications.
5. When the penetrating item uses a sleeve to penetrate the fire/smoke barrier, the sleeve shall be solidly set in the fire/smoke barrier and the space between the item and sleeve shall be filled with an approved UL listed fire/smoke barrier material capable of

maintaining the fire resistance of the fire barrier.

6. Insulation and coverings for pipes and ducts shall not pass through the fire barrier unless the material is capable of maintaining the fire resistance of the fire barrier.

7. The contractor or designee will notify the Project Representative and or Fire Safety Officer when repairs are completed and integrity of the barrier is restored for final inspection.

8. Consult fire barrier manufacturer for specific requirements

5- Life Safety Failures

1. In the event that a failure of the fire alarm system, smoke detection system, water or power supply systems, or sprinkler system, the following actions will be implemented immediately.
2. Emergency repairs will be implemented immediately.
3. Initiate notification protocol to the following persons and / or agencies:
 - a. Facilities Services Manager,
 - b. Hospital Administrator,
 - c. Local Fire Department,
 - d. Nassau County Fire Marshal's Office
 - e. Insurance Carrier,
 - f. Risk Manager
 - g. Safety Officer/Public Safety Director.
4. Implement a fire watch per Fire Watch Protocol.
5. After the system has been restored, notify all agencies having jurisdiction, insurance carrier and department managers.

6- Fire Watch Protocol

Purpose:

The purpose of the Fire Watch is to perform inspections of a protected facility at specific intervals while fire alarm or sprinkler system is non-functional due to failure or is anticipated be partially removed from service for a period in excess of 4 hours in a 24 hour period due to construction activity. Partial removal from service will constitute the removal of a complete protection zone or the removal of protection from an entire smoke compartment or fire zone or an entire floor. Deactivation of some devices (smoke detectors, etc.) within a zone to facilitate construction work progress without causing false alarms will not be considered removal from service but rather, be considered limited deactivation not requiring a fire watch.

Procedure:

In the event of a failure of the fire alarm or sprinkler system, the Fire Safety Director will initiate a "fire watch." If the Fire Safety Director is not in the facility, the Director of Public Safety will initiate the "fire watch" as follows:

1. Protective Services, Facility Services, or specific designated and trained personnel will be responsible for carrying out the "fire watch". (Note: only persons trained in adequate and proper fire safety procedures shall be assigned, and this shall be their only responsibility). The "fire watch" person(s) will carry a portable two-way radio to communicate with the Public Safety Desk Officer on each shift.
2. The "fire watch person(s) will conduct an inspection of affected area every 30 minutes. This tour will include checking each room, office, closet, storage, common area and mechanical room for signs of smoke, fire smoke or fire hazards.

- a) Continuous announcements will be made to staff reminding them that the fire alarm or sprinkler system is not working. Staff should be more aware of their areas and be alert.
- b) In the event a fire watch person or any other person discovers a fire in progress or smoke indicating fire, they will notify the Public Safety Desk Officer and report the fire. The "fire watch" will stay at the scene and try to contain and or extinguish the fire.
- c) When the Public Safety Desk Officer is notified of a fire in the building they will immediately notify the East Meadow Fire Department by the direct phone line. By using the fire alarm address system "**CODE RED- location of the fire**" (**3 times**), "**This is not a drill**" will be announced.
- d) The Nursing Supervisor will ensure the RACE Procedure is followed. Specific attention must be paid to evacuating EVERYONE from the smoke compartment where the fire is being contained.
- e) The "fire watch" will continue until the fire alarm panel or sprinkler system is restored and tested in the presence of the Fire Safety Director or Facility manager. All agencies having jurisdiction will be notified of the stand down of the fire watch.

IV. RECORD KEEPING

- A. Records shall be maintained in Fire Safety showing the results of hazard surveillance inspections and construction site inspections. These records shall include:
 1. Date of inspection
 2. Inspector's name
 3. Discrepancies noted during inspection
 4. Corrective actions accomplished
- B. The following records will also be maintained in the construction management's office:
 1. Fire drill evaluation forms
 2. Egress route inspections (documented on hazard surveillance form)
 3. Daily surveillance (check list)

Reviewed: 1/04

Reviewed: 1/06

Reviewed: 1/07

Reviewed: 1/08

Revised: 1/08

Revised: 1/09

Revised: 1/10

Revised: 1/11

Revised: 1/12

CONSTRUCTION SITE INSPECTION

Date: ___ / ___ / ___

Inspector: _____

Project area: _____

DESCRIPTION	YES	NO	N/A	COMMENTS
Contractor acknowledges asbestos in writing?				
Adequate barriers in place?				
- Smoke-proof?				
- Signage in place?				
Applicable codes complied with?				
Contractor acknowledges AIA 201 & Supplement?				
American Disabilities Act compliance?				
OSHA Compliance?				
Interim Life Safety Measures in place?				
- Staff aware of changes?				
- Temporary fire protection in place?				
Contractors aware of egress routes?				
Increase in fire drills, other training?				
All exits clear?				
Free access to Emergency Department?				
Alternate access for public and emergency use?				
Additional fire response staff & equipment available?				
Smoking is strictly prohibited?				
Construction site is clean and orderly?				
Hazard surveillance conducted? How often?				
Staff informed if adjacent area is affected?				
Construction site restricted?				
Local authorities aware of ILSMs?				
Effective site storage/control of materials?				
Fire zones maintained staff aware of changes?				
Contractor confirms egress routes for staff clear?				

COMMENTS:

**HAZARD SURVEILLANCE and EGRESS ROUTES SURVEY
DURING
INTERIM LIFE SAFETY MEASURES (ILSM)**

Date: ___/___/___

Inspector: _____

Project Area: _____

FUNCTION	SATISFACTORY	NOT SATISFACTORY	NOT APPLICABLE	COMMENT
I. Environmental Controls				
Dropped articles				
Spills (water, other)				
Clean environment				
Floor condition				
Doors propped open				
Storage areas orderly				
Fire extinguisher available				
II. Electrical/Equipment				
Condition of switches				
Condition of receptacles				
Electrical safety checks				
Clutter				
Faulty carts, chairs, etc.				
III. Alert/Alarms				
Pull boxes unobstructed				
Warning signage clear				
MSDS available				
Emergency preparedness				
Fire protection functional				

FUNCTION	SATISFACTORY	NOT SATISFACTORY	NOT APPLICABLE	COMMENT
IV. Staff Behavior				
Demonstrate proper safety				
Familiar with all provisions				
Contractors familiar with egress				
V. Life Safety Measures				
Egress routes clear				
Corridors clear of obstructions				
Access to Emergency Department				
Temporary partitions in place				
Construction site restricted				
Governing Board advised				
Construction site clean, orderly				
Fire protection doubled				
Alternate access for public				

COMMENTS:

CORRECTIVE ACTION REQUIRED:

CORRECTIVE ACTION COMPLETED BY:

DATE COMPLETED: ___ / ___ / ___

INSURANCE REQUIREMENTS

Contractor shall procure and maintain, at its own expense, and shall require its Subcontractor(s), if any, to procure and maintain for the duration hereunder the insurance coverage meeting or exceeding the requirements set forth below:

1. **Minimum Scope of Insurance** -- Coverage shall be at least as broad as the following:

A. **Commercial General Liability Insurance:** covering claims for personal injury, bodily injury and property damage arising out of the Work and in a form providing coverage no less broad than that of the current ISO Commercial General Liability Insurance policy (Occurrence Form, number CG 00 01). Such insurance shall provide coverage for all operations including the products-completed operations hazard, and shall be maintained for Six (6) years after Final Completion of the last Phase to be completed and acceptance of the final payment for the Work, or to the applicable Statute of Repose, whichever is less.

The policy shall not contain any exclusions directed toward any types of projects, materials or processes involved in the Work. Coverage shall conform with the following additional requirements:

- a. Contractual Liability to cover liability assumed under the agreement;
- b. Coverage for explosion, collapse and underground hazards, if such exposure exists;
- c. No pollution exclusion broader than form CG 21 55; and
- d. No professional liability exclusion broader than form CG 22 79.

B. **Automobile Liability Insurance:** As specified by ISO form number CA 0001, Symbol I (any auto), with an MCS 90 endorsement and a CA 99 48 endorsement attached if hazardous materials or waste are to be transported. This policy shall be endorsed to include The Owner and its affiliates, including all units, divisions and subsidiaries as Additional Insureds, and to include waiver of subrogation to the benefit of all Additional Insureds, as aforesaid.

C. **Workers' Compensation Insurance:** As required by the State of New York, in which work is being done, and in accordance with any applicable Federal laws, including Employer's Liability Insurance and/or Stop Gap Liability coverage as per below limits. Where not otherwise prohibited by law, this policy shall be endorsed to include waiver of subrogation to the benefit of the Owner and its affiliates, including all units, divisions and subsidiaries.

D. **Employer's Liability and/or Stop Gap Liability Coverage:** Coverages per accident, disease-policy limit, and disease each employee.

E. **Errors and Omissions Professional Liability Insurance :** Coverage should be for a professional error, act or omission arising out of the Contractor's performance of work hereunder. The policy form may not exclude coverage for bodily injury, property damage, claims arising out of laboratory analysis, pollution or the operations of a treatment facility, to the extent these items are applicable under the scope of work hereunder. This policy shall be endorsed to include waiver of

subrogation to the benefit of the Nassau Health Care Corporation, hereinafter referred to as Owner, and its affiliates, including all units, divisions and subsidiaries. If coverage is on a claims-made form, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than Six (6) years from the time that the work hereunder has been completed.

F. Environmental Impairment Insurance (If made applicable by the Owner):

Covering damage to the environment, both sudden and non-sudden, caused by the emission, disposal, release, seepage, or escape of smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquid or gases, waste materials or other irritants, contaminants or pollutants, into or upon land, the atmosphere or any water course or body of water; or the generation of odor, noises, vibrations, light, electricity, radiation, changes in temperature, or any other sensory phenomena. Such insurance shall contain or be endorsed to include:

- (i) Property damage, including loss of use, injury to or destruction of property;
- (ii) Cleanup costs which shall include operations designed to **analyze, monitor**, remove, remedy, neutralize, or clean up any released or escaped substance which has caused environmental impairment or could cause environmental impairment if not removed, neutralized or cleaned up.
- (iii) Personal injury, which shall include bodily injury, sickness, disease, mental anguish, shock or disability sustained by any person, including death resulting therefrom.
- (iv) The Owner and its affiliates, including all units, divisions and subsidiaries as Additional Insureds, on a primary and non-contributory basis.
- (v) Waiver of Subrogation in favor of the Owner and its affiliates, including all units, divisions and subsidiaries.

If the Environmental Impairment Insurance is on a claims-made form, Contractor shall maintain continuous coverage or exercise an extended discovery period for a period of no less than five (5) years from the time that the work hereunder has been completed.

2. Minimum Limits of Insurance – Contractor and its Subcontractor(s) shall maintain limits *no less than*:

A. Commercial General Liability: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$10,000,000 each occurrence for personal injury and property damage; \$10,000,000 each occurrence and aggregate for products and completed operations; \$10,000,000 general aggregate on a per project basis. The limits and coverage requirements may be revised at the option of the Owner.

B. Automobile Liability Insurance: Including Umbrella Liability Insurance, if necessary, limits shall be not less than \$2,000,000 per accident for bodily injury and property damage, \$5,000,000 if hazardous materials or substances are to be transported.

C. **Workers' Compensation:** As required by the State or Commonwealth in which the work will be performed, and as required by any applicable Federal laws.

D. **Employer's Liability and/or Stop Gap Liability Coverage and/or Employer's Liability including Maritime Employer's Liability:** \$1,000,000 per accident, \$1,000,000 disease-policy limit, and \$1,000,000 disease each employee. (May include Umbrella coverage.)

E. **Errors and Omissions Professional Liability Insurance: (If applicable)** \$2,000,000 per loss; \$4,000,000 annual aggregate limit.

F. **Environmental Impairment Insurance: (If applicable)** \$5,000,000 combined single limit per loss. The limits and coverage requirements may be revised at the option of the Owner.

3. **Deductibles and Self-Insured Retentions** -- All insurance coverage carried by Contractor and its Subcontractor(s) shall extend to and protect the Owner, its subsidiaries and/or affiliates to the full amount of such coverage, and all deductibles and/or self-insured retentions (if any), including those relating to defense costs, are the sole responsibility of Contractor and its Subcontractor(s).

4. **Rating of Insurer** -- The Contractor and its Subcontractor(s) will only use insurance companies acceptable to the Owner and authorized to do business in the state or area in which the work hereunder is to be performed. Insurers must have a minimum rating of A-, Class VII, as evaluated by the most current A.M. Best rating guide. If the insurer has a rating less than an A-, Class VII, the Contractor must receive specific written approval from the Owner prior to proceeding.

5. **Additional Insureds.** Except with regard to Professional Liability, and Workers' Compensation and Employer's Liability insurance, all insurance required hereunder shall name the following parties as additional insureds: Owner and its subsidiary and affiliated companies, and their Boards of Directors, officers, employees, representatives, consultants, and agents (hereinafter, collectively the "Additional Insureds"). For the Commercial General Liability insurance, additional insured status must be provided on ISO forms CG 20 10 and CG 20 37.

6. **Primary and Non-Contributory.** Each policy required above, including primary, excess, and/or umbrella, shall provide that the insurance provided to the Additional Insureds is primary and non-contributory, such that no other insurance or self-insured retention carried or held by Owner shall be called upon to contribute to a loss covered by insurance for the named insured.

7. **Waiver of Right to Recovery including Subrogation.** Contractor hereby waives all its rights of recovery, under subrogation or otherwise, against Owner, its officers, agents and employees, and all tiers of contractors, vendors and suppliers engaged directly by Owner with respect to the Work, to the extent covered by insurance required to be provided by Contractor and its Subcontractors of whatever tier, and further waives all rights of recovery which are not covered by insurance because of deductible or self-insurance obligations relating to such insurance. These waivers do not apply to Contractor's rights of recovery against its own Subcontractors, vendors and suppliers of whatever tier, nor against Owner's architects, engineers or other design professionals. Contractor will require all tiers of its Subcontractors, vendors and suppliers, by appropriate written agreements, to provide similar waivers each in favor of all parties enumerated in this paragraph. To the fullest extent permitted by law, Contractor will require all insurance policies required by this Addendum to include clauses stating each insurer will waive all rights of recovery consistent with this paragraph. All waivers provided herein shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a

duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in any property damaged.

8. *Other Insurance Provisions*

A. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, or certificate holder deleted as additional insured except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Owner.

B. These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor and its Subcontractor(s) shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

C. The above-described insurance coverage to be provided by Contractor and its Subcontractor(s) hereunder will extend coverage to all work or services performed hereunder.

D. The obligation of the Contractor and its Subcontractor(s) to provide the insurance herein above specified shall not limit in any way the liability or obligations assumed by the Contractor and its Subcontractor(s) hereunder.

E. In the event Contractor and its Subcontractor(s), or its insurance carrier defaults on any obligations hereunder, Contractor and its Subcontractor(s) agree that they will be liable for all reasonable expenses and attorneys' fees incurred by the Owner to enforce the provisions hereunder.

9. *Evidence of Coverage*

A. Contractor shall furnish to the Owner copies of the endorsements effecting the coverage required by this specification. Additionally, *prior to the commencement of any work or services on the Owner's Premises*, Contractor shall furnish to the Owner Certificates of Insurance evidencing full compliance with the requirements herein. The Certificates of Insurance must show that the required insurance is in force, the amount of the carrier's liability thereunder, and must further provide that the Owner will be given thirty (30) days advance written notice of any cancellation or reduction in coverage or in limits, or deletion of the certificate holder herein as an Additional Insured under the policies. Contractor shall also carry such additional insurance as the Owner may specify in connection with the contractor's performance of its obligations under this agreement.

B. All Certificates of Insurance shall be in form and content acceptable to the Owner and shall be submitted to the Owner in a timely manner so as to confirm Contractor's full compliance with the insurance requirements stated hereunder.

C. Any failure on the part of the Owner to pursue or obtain the Certificates of Insurance required hereunder from Contractor and/or the failure of the Owner to point out any non-compliance of such Certificates of Insurance shall not constitute a waiver of any of the insurance

requirements hereunder, nor relieve Contractor of any of its obligations or liabilities hereunder. Moreover, acceptance by the Owner of insurance submitted by the Contractor does not relieve or decrease in any manner the liability of the Contractor for performance hereunder. The Contractor is responsible for any losses, claims, and/or costs of any kind which their insurance does not cover.

D. In addition to its other remedies, the Owner may, at its sole option and without liability to Contractor, suspend the work and/or exclude Contractor from Owners's premises until Contractor furnishes satisfactory evidence of its full compliance with the provisions hereunder.

10. **Subcontractors** -- *Prior to the commencement of any work or services on the Owners's Premises*, Contractor shall be responsible to obtain separate Certificates of Insurance from each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

NASSAU UNIVERSITY MEDICAL CENTER
Harmony Statement

Contractor's Construction Procedures
Effective Date: 1/13

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1. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, general safety, and all safety precautions and procedures required for the proper execution of its work on the project. Where drawings and/or the project manual make reference to particular construction means, methods, techniques, sequences, or procedures or indicate or imply that such are to be used in connection with the Contractor's work, such reference is intended only to indicate that the Contractor's work is to produce at least the quality of the work implied by the operations described, but the actual determination as to whether or not the described operations may be safely or suitably employed in the performance of the Contractor's work shall be the sole responsibility of the Contractor. All loss, damage, liability, or cost of correcting defective work arising from the employment of a specific construction means, method, technique, sequence, or procedure shall be borne by the Contractor.
2. The Owner, Architect, and Construction Manager will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided herein.
3. The Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, rigging, water, heat, utilities, light, transportation, and other facilities and services necessary for proper execution and completion of its work, whether temporary or permanent and whether or not incorporated or to be incorporated in its work.
4. Each Contractor shall be responsible for coordinating the work of its own forces and the work of subcontractors with other Prime Contractors to perform the work of the project as effectively and efficiently as possible. The Contractor shall supply to its own work forces and any subcontractors engaged by it to perform portions of its work, copies of the drawings and project manuals for the work to be performed by such individuals/entities on its behalf. The Contractor shall review any specified or installation procedure with its employees and/or subcontractors, including those recommended by any product manufacturer, prior to the commencement of the relevant portion of the work to be performed. The Contractor shall be responsible to the Owner for the acts and/or omissions of the Contractor's employees, the Contractor's Subcontractors, the Contractor's material suppliers, and/or their respective

agents and employees, and any other persons performing portions of the work on behalf of the Contractor.

5. The Contractor shall be responsible for the inspection of portions of the project performed by its own work force and/or subcontractors engaged by it for the purpose of determining that said work is in proper condition to receive subsequent work.
6. The Contractor shall perform its work in accordance with the standards of the construction industry applicable to work in the locale in which work is to be performed.
7. The Contractor shall only employ labor on the project or in connection with its work capable of working harmoniously with all trades, other Prime Contractors, persons employed by other Prime Contractors, crafts, and any other individuals associated with the capital improvement work to be informed. There shall be no strikes, picketing, work stoppages, slowdowns, or other disruptive activity at the project for any reason by anyone employed or engaged by the Contractor to perform its portion of the work. There shall be no lockout at the project by the Contractor. The Contractor shall be responsible for providing the manpower required to proceed with the work under any circumstance. Should it become necessary to create a separate entrance for a Contractor involved in a labor dispute, all costs associated with creating that entrance shall be borne by the Contractor involved in the dispute. Such costs shall include, but not be limited to, signage, fencing, temporary roads, and security deemed necessary by the Owner for the safety of the occupants of the site and the property involved.
8. If the Contractor has engaged the services of workers and/or subcontractors who are members of Trade Unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage, or cost to the Owner and without recourse to the Owner, Architect, or Construction Manager, any conflict between its agreement with the Owner and any agreements or regulations of any kind at any time in force among its members or councils which regulates or distinguishes what activities shall not be included in the work of any particular trade.
9. In case the progress of the capital improvement project to be performed by the Contractor is effected by any undue delay in furnishing or installing any items or materials or equipment required pursuant to its agreement with the Owner because of a conflict involving any such labor agreement or regulation, the owner may require that other material or equipment of equal kind and quality be provided pursuant to a Change Order or Construction Change Directive, but in no case shall the amount of such change be charged by the Contractor to the Owner as an additional cost to perform the capital improvement work pursuant to its contract.
10. The Contractor shall ensure that its work continues uninterrupted during the pendency of a labor dispute.

11. The Contractor shall be liable to the owner for all damages suffered by the Owner occurring as a result of work stoppages, slow downs, disputes, and/or strikes.
12. The Contractor shall enforce strict discipline and good order among the Contractor's employees and its Subcontractors' work forces and other persons carrying out the performance of its work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Owner reserves the right to object to any person to be hired or who is employed by the Contractor. Upon the request of the Owner, said person shall be removed from the Project and not again be assigned to perform the Contractor's work without the written permission of the Owner.
13. The Contractor shall employ a competent, full-time superintendent to be approved by the Owner or its representative and such necessary assistants who shall be in attendance at each project site whenever and wherever work is in progress to provide for the expeditious completion of the work.