

Bid Package



Rochester Schools Modernization Program – Phase 2

Kitchen Equipment Mini-bid Package

Bid Documents

July 5, 2018

ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD



RCSD School No. 4 - George Mather Forbes Additions and Alterations
 RCSD School No. 6 - Dag Hammarskjold Additions and Alternations
 RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

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00 11 13: ADVERTISEMENT FOR BIDS

**Kitchen Equipment Bid for:
Rochester School Modernization Program (RSMP) of the
Rochester Joint Schools Construction Board (RJSCB)**

NOTICE IS HEREBY GIVEN that sealed bids will be received for a contract to supply Kitchen Equipment to various Rochester City School District locations (the “Contract”), as further described in the Bid Documents. Bids will be received at the RSMP Office located at 70 Carlson Road, Suite 200, Rochester, New York 14610 by the Rochester Joint Schools Construction Board (“RJSCB” a/k/a “Owner”) until **2:00 p.m. on July 25, 2018**. Submit bids to the attention of: Pepin Accilien P.E., Program Director. Owner reserves the right to reject any or all bids received.

SEALED BID PROPOSALS will be received and publicly opened and read at:

Place: RSMP Program Office
Attn: Pepin Accilien, Program Director
70 Carlson Road
Suite 200
Rochester, New York, 14610

Date: **Wednesday, July 25, 2018**

Time: **2:00 p.m.**

BID DOCUMENTS: Bid Documents are available for viewing at the Dataflow/RSMP Project web portal: www.goDataflow.com/RSMP. A set of Bid Documents may be purchased and picked up from the Dataflow Office during business hours of 8:00 a.m. and 6:00 p.m. at 320 North Goodman Suite 200 Rochester, New York 14607. If Bidder wants Bid Documents shipped, it must arrange this with Dataflow at (585) 271-5730 (Tel.), including payment of applicable shipping fees. The foregoing are the only approved sources for distribution of the Bid Documents. Owner is not responsible for bidders receiving incomplete or incorrect Bid Documents from other sources. Upon acceptance of a bid and award of Contract by Owner, the Bid Documents will be incorporated as Contract Documents.

PRE-BID MEETING: Owner will host an optional pre-bid meeting for potential bidders. The meeting will be held on **July 12, 2018 at 1:00 p.m** at the RSMP Office located at 70 Carlson Road, Suite 200, Rochester, New York 14610. Alternatively, potential Bidders may participate by teleconference to discuss the project at this time by dialing 1-712-832-8330 and entering participate code 7299809#. Participation in the pre-bid meeting or teleconference is strongly encouraged, but not required. Owner will prepare a written summary of questions raised at the meeting and teleconference and issue formal responses as an addendum to the Bid Documents, if needed.

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QUESTIONS: Any questions during the bidding period not raised at the pre-bid meeting or teleconference must be emailed to kitchenequipmentbid@rjscb.org. All questions must be submitted by no later than Noon on **July 16, 2018**. Owner will not accept or respond to questions from prospective bidders received orally, by facsimile, or any other means. Bidders should not attempt to discuss with Owner or its representatives any aspect of the bid or contract during the bid period except as expressly described herein.

ADDENDA: Owner may issue periodic addenda to the Bid Documents to address questions raised by bidders as set forth above. All addenda will be posted online at the site where the Bid Documents were first available by no later than **July 18, 2018 by 5:00 p.m.** An automated email message will be sent to the email address Bidders provide when downloading the Bid Documents initially. However, bidders are solely responsible for checking the website to obtain all addenda that Owner issued by this date. Bidders that retrieved Bid Documents in hard copy at the Dataflow Offices must contact Dataflow on the date above to retrieve any addenda. Owner is not responsible for bidding errors due to bidder's failure to retrieve any addenda.

BID SECURITY: Each bid must be accompanied by bid security in the amount of five percent (5%) of the Bidder's base bid price, as indicated in the Instructions for Bidders included in the Bid Documents.

BIDDING AND WAGE RATES: The Owner is required to comply with New York State's public bidding and other laws pertaining to public works, to advertise for any and all public work contracts, and to incorporate New York prevailing wage schedules or federal Davis-Bacon wage rate schedules, as applicable, into any contracts which may involve the employment of laborers, workmen or mechanics, whether or not publicly bid.

Sincerely,

Allen Williams, Chair, RJSCB;
Pepin Accilien, Program Director, Savin Engineers

By order of the Rochester Joint Schools Construction Board.

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00 21 13: INSTRUCTIONS TO BIDDERS

Project

The Project consists of **the supply, delivery and set-up of various items of equipment and other equipment** to the Rochester Joint Schools Construction Board (“RJSCB” or “Owner”) at various Rochester City School District (“RCSD”) locations in Rochester, New York.

Definitions

- (a) Definitions set forth elsewhere in the proposed Contract Documents are applicable herein.
- (b) “Addenda” are written or graphic instruments issued by the RSMP prior to the execution of the Contract that modify or interpret the Bid Documents by additions, deletions, clarifications or correction.
- (c) A “Bid” is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Instructions to Bidders.
- (d) “Bidder” is a person or entity who submits a Bid.
- (e) “Contract” is the resulting legal agreement between the successful Bidder, if any, selected by Owner to perform the Work or any part thereof.
- (f) “Seller” is the firm or person whose Bid is accepted by Owner and to whom the Contract is awarded. “Seller” and “contractor” can be interchangeable in this document.
- (g) The “Work” includes the supply of specified products and equipment (“Goods”), and all related services, including but not limited to transportation, delivery, and assembly thereof (“Services”), as described further in the proposed Contract Documents.
- (h) “Construction” as referring to the equipment supplier refers to the initial set-up or assembly of the equipment.

Receipt of Bid

Sealed bids will be received at the RSMP Office, 70 Carlson Road, Suite 200, Rochester, New York, 14610, Attention: Pepin Accilien, Program Director, until **July 25, 2018 at 2:00 p.m.** At that time, all Bids will be publicly opened and Bid prices read aloud. Any Bid received after the specified time will be returned to the Bidder unopened. Bidder assumes the risk of late delivery to the bid receipt location. Any Bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof upon written notice to Owner received prior to such time. No bidder may modify, withdraw or cancel its Bid within forty-five (45) calendar

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days after the date of the opening of Bids. Doing so will result in the forfeiture of their Bid Security.

Owner reserves the right to reject any or all Bids. In addition, Owner may reject any Bid as non-responsive that fails to conform exactly to the Bid Documents. Owner may also waive minor non-conformities in Bids or provide a reasonable cure period for technical non-conformities in its discretion and in accordance with applicable law.

By placing a Bid under these instructions, the Bidder certifies that the prices therein are in accordance with all New York State and United States laws and regulations.

Form of Bid

(a) Bidders must submit (1) original hard copy, (4) paper copies and (1) electronic copy of the Bid to allow timely review by Owner's representatives. Equipment items are organized on the Bid Form Price Matrix as "groups". (See end of this section – also available electronically.) Bidders must bid on all items within a particular group and may bid on one or all groups. Bidder may submit Bids on any or all items listed as "non-grouped." Bidders are to submit only one (1) option per equipment item. Owner will award the Contract (if at all) on the basis of lowest overall Bid price for grouped items, and lowest price for each non-grouped item. RSMP reserves the right to break apart a group if it is in the best interest of the project.

- (c) Bidders may use New York State Contract Pricing when preparing Bids, however, all Purchase Orders will be made out to the Dealer submitting the Bid.
- (d) The Bid Form Price Matrix is available as a WORD document. Bidders are to email kitchenequipmentbid@rjscb.org to obtain a copy. Contractor to be responsible for accuracy of individual entries and the final bid sum.
- (e) Each Bid must be prepared in the following manner. Failure to submit the Bid as set forth below will result in Bidder being deemed non-compliant and subsequently disqualified.
- (i) Bids should be delivered in a sealed envelope or package labeled "RJSCB RSMP – 2018 Kitchen Equipment Bid."
- (ii) One (1) original copy and (4) hard copies of the required bid documents shall be submitted in a 1/2" 3-ring binder with a table of contents as follows:
- Cover page: to include company name and contact information
 - Section 1: Bid Submittal Checklist
 - Section 2: (5%) Bid Security
 - Section 3: Bid Form Acknowledgement
Bid Form Price Matrix printed on 11x17 paper
 - Section 4: Statement of Bidder Qualifications
 - Section 5: Successful Bidder Compliance Acknowledgement
 - Section 6: Certification of Non-Collusion in Bidding

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- Section 7: Affirmation under N.Y. State Finance Law § 139- j(6)(b)
- Section 8: Certification of Compliance with N.Y. State Finance Law § 139-k(5)
- Section 9: Disclosure of Prior Non-Responsibility Form
- Section 10: Diversity Forms:
 - DP-1: Schedule of EBE Participation
 - Promise of Non-Discrimination Form
 - EBE Assurance Statement
 - Good Faith Efforts Checklist

(iii) One (1) original copy of substitutions forms, product literature, specifications and warranties shall be submitted in a 3-ring binder of adequate size to hold all documents.

- Substitutions require product literature, specifications and warranties be provided for each item noted in the bid. If submitting a Basis of Design item, product literature, specifications and warranties are not required.
- All documents shall be labeled with the corresponding item number as designated on the Bid Form Price Matrix.

(iv) All blank spaces on the Bid Form Price Matrix shall be filled in legibly, in ink or typewritten. Unless otherwise noted, all prices must be expressed in both writing and in figures. In the event of conflict, the written amount shall take precedent over the amount expressed in figures.

(v) The Bidder shall not make any changes in the wording of the Bid Form Acknowledgment and Bid Form Price Matrix, or make any stipulations or qualify the Bid in any manner.

(vi) The Bidder shall note the receipt of Addenda in the spaces provided on the Bid Form Acknowledgment by entering the number and the date of each Addendum. If no Addenda have been received, insert the word "NONE." Failure to acknowledge Addenda shall be sufficient cause for rejection of the Bid, at Owner's option.

(vii) The Bid Form Acknowledgment must be signed by the person legally authorized to bind the Bidder to a contract. The name of the person signing the Bid must be typed or printed below the signature.

Substitutions

Product specifications, as provided in the Specification Section of these Bid Documents, are Basis of Design. If providing a substitute product, Bidder must check the appropriate box on the Bid Form Price Matrix. Bidder must also submit a Substitution Form for every product being submitted that is not Basis of Design. Bidder shall use this form to demonstrate their submitted product meets every bulleted specification shown in the Bid Documents. This form is included in the Appendix of Bid Documents.

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Interpretation or Correction of Bid Documents and Addenda

No interpretations of the meaning of Specifications or other proposed Contract Documents will be made orally. Bidders must pose any questions about the Contract Documents to Owner by email at: kitchenequipmentbid@rjscb.org by **July 16, 2018 at Noon**. Owner will not accept questions received orally, by facsimile, or by any other means. Bidders should not attempt to discuss with Owner or its representatives any aspect of the Bid or Contract during the bid period except as expressly described herein.

Owner may issue Addenda to the Bid Documents to address questions raised by potential Bidders during the bidding period. All addenda will be posted online at the website where the Bid Documents were first available by no later than **July 18, 2018 by 5:00pm**. Bidders retrieving Bid Documents electronically should receive an automated email message to an email address they provide. However, Bidders are solely responsible for checking the website to obtain all addenda that Owner issued by this date. All such Addenda shall become part of the Bid Documents and each Bidder shall be bound by such Addenda, whether or not received by the Bidder. Bidders that retrieved Bid Documents in hard copy at Dataflow Offices must contact the Dataflow at (585) 271-5730 on the date above to retrieve any addenda. Owner is not responsible bidding errors arising from Bidder's failure to retrieve any addenda.

Bidders finding any discrepancy, conflict or omission in any part of the Bid Documents must notify the Owner's Representative by email to kitchenequipmentbid@rjscb.org, not later than seven days before Bids are due. Such issues will be reviewed, and if clarification is necessary, Addenda will be issued. If inconsistencies and/or discrepancies regarding the value or quantity of Work are not brought to the attention of Owner prior to bidding, then the greater value or quantity of Work shall be assumed for purposes of the Bid. Neither Owner nor RSMP will be responsible for any oral instructions given during the bidding period.

Certification of Non-Collusion in Bidding

(a) To comply with Section 103-d of the General Municipal Law of the State of New York, all Bidders are required to sign a statement regarding non-collusive bidding. This form is included in the Appendix of Bid Documents.

Pre-Bid Meeting and Site Examination

(a) Submission of a Bid indicates that Bidder has examined all proposed Contract Documents thoroughly and has become acquainted with the present conditions of the site(s) where Work will be performed and the obligations thereof, including character, quantity and quality required for the Work. Scaled drawings have been included with Bid Documents for Bidders to review.

(b) Prior to bidding, the Bidder must examine the proposed Contract Documents thoroughly; become familiar with the conditions of the site relating to the character, quality, and quantity of the Work, or that may in any manner affect the cost, progress, or performance of the Work; ensure familiarity and compliance with federal, state, and local laws, ordinances, rules and regulations that may in any manner affect Work and the employment of labor thereon; and correlate Bidder's observations with the requirements of the proposed Contract Documents.

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(c) **A non-mandatory pre-bid meeting will take place on July 12, 2018 at 1:00 p.m. The meeting shall convene at the RSMP Office, 70 Carlson Road, Suite 200, Rochester, New York 14610. Bidders may remotely attend the meeting via teleconference by dialing 1-712-832-8330 and entering access code 7299809.** Bidders are strongly encouraged to participate in the pre-bid meeting or teleconference. Owner will prepare a written transcript or summary of questions raised at the pre-bid meeting and teleconference and issue formal responses as an addendum or addenda to the Bid Documents.

(e) If the Work or any part thereof involves disturbing existing structures, it will be the Bidder's responsibility to request examination of RCSD or Owner documents to evaluate the site(s), including as-built drawings and records showing known asbestos containing building material (ACBM). In accordance with Title 2 of the Toxic Substances Control Act ("TSCA") published at 15 U.S.C. § 2601 *et. seq.*, known as the Asbestos Hazard Emergency Response (AHERA), a Management Plan is available for public review at the administrative office of every RCSD building. The expense for emergency cleaning and air testing shall be borne by the Bidder responsible for disturbing ACBM. All proposals shall take into consideration all conditions that may affect the Work.

(f) The failure or omission of the Bidder to comply with the requirements specified above will in no way relieve the Bidder from any obligation with respect to its Bid.

Bidder Qualifications

(a) Owner may make such investigation as it deems necessary to determine the qualifications and ability of a Bidder to perform the Work, and the Bidder shall promptly furnish to Owner all such information and data as Owner may request for this purpose. Owner reserves the right to reject any Bid where an investigation of the available evidence or information does not satisfy Owner that the Bidder is properly qualified to carry out the obligations of the Contract. In determining responsibility of Bidders, Owner may assess, without limitation, the following factors:

1. Lack of proper certification, adequate expertise, prior experience with comparable projects, or financial resources to perform the work of the contract in a timely, competent and acceptable manner;
2. Criminal conduct in connection with government contracts or business activities;
3. Violations of safety and/or training standards as evidence by a pattern of OSHA violations or the existence of willful OSHA violations;
4. Willful non-compliance with the prevailing wage and supplements payment requirements of the Labor Law by the Bidder or any affiliate of the Bidder;
5. Any other significant Labor Law violation, including, but not limited to, child labor violations, failure to pay wages, etc.;
6. Any significant violation of the Worker's Compensation Law, including, but not limited to the failure to provide proof of worker's compensation or disability benefits coverage;
7. Any criminal conduct involving violations of the Environmental Conservation Law or other federal or state environmental statutes or regulations;

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8. Any adverse determinations or administrative rulings by the Equal Employment Opportunity Commission and/or the New York State Human Rights Division that the Bidder engaged in unlawful or discriminatory conduct; and
9. Any other conduct that raises questions about the Bidder's responsibility not specifically set forth above.

(b) A sworn "Statement of Bidder Qualifications" in the form attached in the Appendix to the Bid Documents shall be completed by all Bidders. Owner shall be entitled to rely on the information contained in the sworn statement in assessing Bidder responsibility. Any untrue representations made on the aforementioned form shall be grounds for rejection of the Bid or termination of the Contract.

Debarment/Suspension and Rejection of Bidders

Submission of a Bid is certification that the Bidder, or any subcontractor thereof, is not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in a public works contract by any New York State or United States department or agency. A current list of debarred and suspended is available through the New York State Department of Labor and U.S. Department of Labor.

In addition, neither Bidder nor any Subcontractor included in its Bid may be a party whom Owner, by duly-enacted Resolution, has found to be non-responsible and ineligible for the award of RSMP contracts, nor may Bidder or any Subcontractor have one or more shareholders, officers, directors or principals in common with any party that has been debarred, suspended, or previously found to be a non-responsive bidder by Owner.

If applicable, a copy of Owner's enacted Resolutions setting forth bidders who were determined non-responsive or otherwise ineligible for award of RSMP projects is attached to the Bid Documents. The Bidder will be required to establish to the satisfaction of the RSMP and Owner, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bid Documents. **Owner reserves the right to review and approve all Subcontractors of an apparent low Bidder and reject any Bid including parties prohibited as set forth in this paragraph.**

Bidder's Representations

By submitting a Bid, the Bidder represents and warrants to Owner that (i) Bidder is and will be financially responsible and has and will have sufficient liquidity to meet its financial responsibilities under the Contract and for all other projects in which Bidder is or may become involved; (ii) Bidder is able to furnish the tools, materials, supplies, equipment, and labor required to complete the Work and perform the obligations of the Contract and has sufficient experience and competence to do so; (iii) Bidder has carefully examined the proposed Contract Documents and has reviewed the drawings of the Project site(s); (iv) Bidder has satisfied itself as to the nature and location of the proposed Work, the general and local conditions, and all matters which may in any way affect the Work; and (v) the Bid is based upon the labor, materials, equipment, and systems required by the proposed Contract Documents. Claims for additional compensation and/or extensions of time arising from Bidder's non-compliance with such representations and warranties will not be allowed.

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In the event Bidder is a dealer or distributor, the Bidder hereby guarantees that the manufacturer has authorized Bidder and agreed to supply it with the equipment offered in the Bid. Further, if requested by Owner, Bidder agrees to submit a certificate from the manufacturer acknowledging that it is an authorized dealer/distributor, which employs manufacturer-certified installers.

Costs of Preparation

Bidder assumes all costs of preparation of the proposal and any presentations necessary to the proposal process. Owner is not liable for costs incurred in the preparation of this proposal and in any other subsequent proposals or presentations.

Bid Security

(a) Each bid must be accompanied by the certified check or bank draft of the bidder made payable to the "Rochester Joint School Construction Board," or by a bid bond, duly executed by the bidder as principal, and having as surety thereon a surety company authorized to do business in the State of New York approved by the Owner in an amount not less than five percent (5%) of the amount of the bid. Such checks will be returned by certified mail to all except the three lowest formal bidders within seven (7) business days, if possible, after the formal opening of bids. All remaining checks will be returned by certified mail to the three lowest bidders within seven (7) business days after the Owner and the accepted bidder have executed the Contract or if no Contract has been so executed, within 45 calendar days after the date of the opening of the bids, upon demand of the bidder at any time thereafter so long as he has not been notified of the acceptance of his bid. Bid bonds are retained in the Owner. Upon request, such bonds will be returned.

(b) Owner will have the right to retain the bid security of Bidders to whom an award is being considered until either (i) the Contract has been executed and bonds, if required, have been furnished, or (ii) the specified time has elapsed so that Bids may be withdrawn, or (iii) all Bids have been rejected. If the lowest responsible Bidder as determined by Owner fails to timely submit suitable documents required by the proposed Contract Documents or otherwise fail to enter into a Contract, the bid security shall be forfeited to Owner as liquidated damages.

Upon receipt of Bids, the RSMP reserves the right to request samples of finish material or fabrication methods. The RSMP will contact each bidder within 5 days of receipt of Bids with samples required to be submitted.

If providing a substitute product, the Bidder must prove it is of equal or superior quality, at the same price point as the original product, and demonstrate their substituted product meets all required specifications including warranty period. The RSMP reserves the right to reject samples if they have not met the contract specifications.

Bidders must also submit with Bid one set of product literature and warranties for every item bid that is not Basis of Design.

Sales Tax Exemption

Owner is exempt from payment of sales and compensating use taxes under the Tax Law of the State of New York. Sales taxes on materials to be incorporated in the completed project which

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are sold to Owner pursuant to the provisions of the Contract shall not be included in the Bid price. An official Purchase Order issued to Seller by a government entity is the only evidence required by to substantiate an exempt sale to a public purchaser. The tax exemption does not, however, apply to tools, machinery, equipment or other property purchased by or leased by or to a Contractor or a Subcontractor, or to supplies or materials not incorporated in the completed project.

Award of Contract

(a) The Contract will be awarded, if at all, to that qualified, responsive and responsible Bidder submitting the lowest-price Bid for the Group of Work indicated on the appropriate Bid Form Price Matrix. Equipment items are organized on the Bid Form as “groups”. Bidders must bid on all items of Work within a particular group, and may bid on one or all groups. Bidder may submit Bids on any or all items listed as “non-grouped.” Owner will award the Contract (if at all) on the basis of lowest overall Bid price for grouped items, and lowest price for each non-grouped item. The RSMP reserves the right to break apart a group if it is in the best interest of the project.

(b) Within twenty-four (24) hours after award is made by Owner to the successful Bidder, Owner will notify such Bidder in writing at the address given in the Bid to the effect that Bidder was awarded the Contract, but the transmittal or receipt of such notice shall not be a condition precedent to the right of Owner to take such lawful action as it deems advisable.

(c) Vendors, once awarded, shall not order any equipment until they have received an official Purchase Order from the RJSCB.

Wages and Supplements

Seller must pay the New York State prevailing wage rate for all on-site delivery, final assembly, and set-up of items in a free-standing form as determined by the Commissioner Labor as set forth in Article 9 of the New York Labor Law, including any required supplements and benefits, unless a higher wage is determined by application of the U.S. Davis-Bacon Act for the corresponding category of labor. Certified payroll must be maintained by the successful Bidder in accordance with applicable law and submitted monthly to RSMP. The appropriate wage rate schedule for Moving Equipment and Equipment is attached in the Appendix to these Bid Documents.

Seller must pay the New York State prevailing wage rate for the set-up of equipment when it involves physically attaching said equipment to the physical structure of the building as determined by the Commissioner Labor as set forth in Article 8 of the New York Labor Law, including any required supplements and benefits, unless a higher wage is determined by application of the U.S. Davis-Bacon Act for the corresponding category of labor. Certified payroll must be maintained by the successful Bidder in accordance with applicable law and submitted monthly to RSMP. The appropriate wage rate schedule for Carpenter – Building is attached in the Appendix to the proposed Contract Documents. equipment

Scheduling and Coordination

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Once a delivery / set-up schedule has been established between Seller and the RSMP, along with start and completion times, the delivery & set-up crews must remain on site until they are excused for the day. **The specified installation dates are subject to change depending on progress of construction. Not all areas may be ready at the time of delivery / set-up, Seller may have a phased delivery / set-up.** Seller must provide an on-site supervisor and an alternate contact equipped with an e-mail address and a cellular phone so they can be contacted immediately if issues arise. Contact information for onsite supervisor(s) is to be provided to RSMP prior to the first day of delivery / set-up. From the time of Contract award through delivery / set-up, if its primary contact is out of town, sick, or otherwise inaccessible, Seller must designate an alternate contact to be accessible. All personnel will be required to sign-in daily with the Project Manager.

A mandatory coordination meeting is required with the RSMP and each awarded vendor prior to the start of equipment delivery / set-up.

Contractor's Compliance Regulations

Seller is responsible for complying with all building rules and regulations applicable to the Project Site, including safety and emergency procedures, as well as all policies regarding drug-free schools, anti-harassment, non-violence and non-discrimination. Seller must ensure that all workers and subcontractors comply with such policies and procedures. Any individual found by Owner or RSMP to be violating any of these procedures or policies will be asked to leave the Project site and surrender any badge or other security clearance. Seller is responsible to replace any of its laborers ejected from the Project site for non-compliance to ensure that the timely completion of Work is not impacted. Building Rules and Regulations include:

- Smoking, drug use, and/or alcohol consumption is not permitted on Project site(s).
- All members of Sellers' and any subcontractors' staff must be presentable and dressed in properly-fitting company attire (company shirts or uniforms), and possess proper identification each day they are present at the Project site, including RCSD-issued badges, and other such identification, as required by RSMP. Any individuals violating this policy may be asked to leave the Project site until they are able to comply herewith. Badges must be returned upon completion of delivery / set-up.
- Seller is responsible for providing their staff with hard hats and safety glasses, as well as ensuring that they wear full length pants and work boots/ sneakers on days where work is required but the project has not yet received a temporary Certificate of Occupancy.
- Any persons engaging in violent, disruptive, or harassing behavior will be immediately removed from the Project Site by Owner or RSMP or Construction Manager and instructed **not** to return. Prohibited conduct shall include, but is not limited to: (a) making derogatory remarks or engaging in discriminatory or harassing conduct directed at any person or group of people based on gender, race, national origin, sexual orientation, age, or any other classification protected

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under New York State or federal law; (b) engaging in conduct that may be construed as sexual harassment, including any conduct that may create a hostile work environment under Title VII of the Civil Rights Act of 1964; (c) using foul or offensive language; (d) bringing weapons, drug paraphernalia, or other harmful devices to the Project site; (e) insulting or demeaning other workers or persons present at the Project Site; (f) engaging in any other conduct that, in the reasonable judgment of the Construction Manager, RSMP, or Owner may interfere with or disrupt other workers or persons present at the Project site. Anyone violating these policies will be asked to leave immediately and surrender their RCSD Contractor badge and security clearance.

- Specifically, earlier in the Program the RJSCB was informed of persistent conduct by a particular subcontractor that violated these Contractor's Compliance Regulations. These violations included: (1) excessive profanity and unprofessional use of foul language, (2) inappropriate communications including text messages and verbal comments that could be construed as sexual harassment, (3) insulting and demeaning comments directed at other workers or persons at a project site, and (4) other disruptive behavior at the project site. Upon confirmation of the validity of these allegations, the referenced subcontractor was removed from the project site and replaced with a different compliant contractor.

Therefore, bidders are strongly encouraged to exercise selective due diligence and accept responsibility for the subcontractor selections they make in relation to meeting these Regulations.

- The supervisor must provide RSMP with a schedule of all break times. Unscheduled breaks are prohibited and will result in disciplinary action and or penalties for lost work time.
 - One (1) 30 minute lunch break is permitted mid-day
 - Two (2) 15 minute breaks are permitted, one in the morning and one in the afternoon
- Seller is responsible for storage of all Goods from time of manufacture to delivery / set-up at no cost to Owner.
- Seller must meet an installation schedule as agreed with Construction Manager at the time of issuance of Purchase Order.
- 72-hour notification must be given to Construction Manager prior to the arrival of Goods for deliveries.
- Construction Manager must be notified of all delivery schedule changes, and such deliveries must then be rescheduled with the Construction Manager.

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- Damaged equipment must be removed from the site immediately and cannot be left in the school.

Individuals violating the above stated policies may be asked to leave the Project site until they are able to comply herewith. Continued violations of compliance regulations will result in a disciplinary review meeting. All instances are at the full discretion of the RSMP.

Conditions of Contract

The successful Bidder (“Seller”) will enter into the Contract by executing the Purchase Order approved by Owner upon enacted Resolution. Seller must agree to the General Conditions incorporated into Owner’s Purchase Order and comply with all Contract Documents. Owner’s failure to insist on Seller’s performance with regard to any particular term, condition, or requirement of the Contract or Purchase Order shall not function as a waiver or preclude Owner from enforcing such terms, conditions or requirements going forward. See Purchase Order Example in Appendix – Forms section.

Transportation and Delivery

72-hour notification must be given to RSMP prior to the arrival of goods for deliveries. Shipments shall be F.O.B. Destination to the locations as shown on the individual School drawings, attached as part of the Bid Documents at the actual point of use. All equipment must be fully assembled and set up in the rooms per the provided floor plans the day of delivery. Bid prices must include all charges for transportation, including but not limited to, packaging, crates, containers, insurance, and duty and brokerage charges if necessary to complete delivery and set-up, any storage as may be needed prior to actual delivery at point of use, and any other Services specified in the Bid Documents. Tailgates are required on all delivery trucks. Deliveries from common carriers will not be accepted at the job site for any reason.

All deliveries of goods must be received during normal business hours (8am-4pm), and by a crew that consists of a pre-determined supervisor and full team of installers. A Seller’s representative must be present for all deliveries to the Project site. Drop-ship deliveries are not allowed. Any delivery to the Project site via UPS or Fed-Ex without a Seller’s representative present, will be rejected and sent away. Any and all costs associated with re-delivery of these equipment items to maintain the project schedule will be at the cost of Seller.

All shipping containers shall be properly and legibly marked or labeled on the outside with the description of the items and purchase order number. Packing or delivery slips must be provided with all Goods.

On-site assembly of equipment will be permitted at the schools. Furthermore, assembly will take place within the room to which it will be delivered. Seller to protect flooring and doorways from damage. Any item outside of this list must arrive fully assembled.

Equipment Delivery / Set-Up

Seller will provide all equipment including, but not limited to, dollies (only soft, rubberized wheels will be acceptable), hand trucks, loading ramps, trucks, safety gear/equipment, and any other

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equipment necessary to complete the delivery / set-up. During the delivery / set-up, Seller will have on hand additional trucks, personnel, equipment and any other items needed for this delivery / set-up on stand-by in the event of a breakdown or other such cause to insure the successful on-time completion of all delivery / set-up. Seller shall ensure workers are using safety gear, have been trained in the proper delivery / set-up of their equipment, and are otherwise appropriately certified. Neither RSMP nor Owner is responsible to supervise Seller or its staff in their operations for safety purposes.

On the first day delivery, it is suggested that Seller inspect and report any interior damage to RSMP. In the event that Seller damages any walls, doors, moldings, flooring, or other aspects of the space, Seller agrees to immediately contact RSMP who will work with Seller to address proper repair, replacement, or payment of repair or replacement.

Seller must remove all packing materials and trash from the job site at the end of each workday and disposed of at an off-site location to be determined by Seller. On-site dumpsters, recycle bins, or any other trash receptacles are not to be used for this purpose under any circumstance.

Adherence to the above stated policies are to be strictly enforced. Seller will incur a financial penalty for each occurrence at the RSMP's discretion.

Contractors are typically still in the building during the equipment delivery/set-up period. Equipment vendors and their staff frequently need to adjust to unique circumstances and settings to complete the work within a limited time frame.

Inspections / Punch List

Once the delivery / set-up has been completed, RSMP will conduct inspections of equipment with Seller and prepare a punch list summarizing outstanding actions required of the Seller. **The punch list items are Seller's responsibility, with no additional cost to Owner, including costs associated with expedited delivery. Acceptance of the equipment is contingent on the completion of all punch list items. Equipment remains the property of Seller until product is installed and accepted by RSMP in writing.**

Insurance and Bonds

The successful Bidder will be required to procure and maintain the types and amounts of insurance coverage and bonding as set forth in Articles 18 and 18-A of the General Conditions.

Commencement of Work and Submission of Documents

No Seller shall commence Work of the Contract until Owner has received and approved all insurance certifications, Bonds, Diversity Program requirements, other information required by these Bid Documents or included in the Appendix thereto. RSMP and Architect will select and approve final finishes and colors for Goods before Purchase Orders are issued.

State Laws and Regulations

If applicable to the Work of the Contract, Bidder must comply with the following Legal Requirements:

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(a) Seller and each and every subcontractor performing Work to which the Contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York and must comply with Section 222-A of the Labor Law regarding elimination of dust hazard, if applicable.

(b) Pursuant to the requirements of Section 103-A of the General Municipal Law of the State of New York, the following clause is inserted herein and is made a part of the Contract: Upon the refusal of a person, when called before a grand jury to testify concerning any transaction or contract had with the state, any political subdivision thereof, or a public authority to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract, such person, and any firm, partnership, or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to, or submitting bids to, or receiving awards from, or entering into any contracts with any municipal corporation or any public department, agency, or official thereof, for goods, work, or services for a period of five years after such refusal; and any and all contracts made with any municipal corporation or any public department, agency or official thereof, since July 1, 1959, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director, or officer, may be cancelled or terminated by the municipal corporation without incurring any penalty or damages on account of such cancellation or termination; but any monies owing by the municipal corporation for goods delivered or work done prior to the cancellation or termination shall be paid.

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CASHIER REGISTER STAND	LTI	36-CSS-L						1.078	2	1.066	1		0	3		
COMBI OVEN	RATIONAL	SCC 102 NG						1.031	2	1.034	2	1.033	2	6		
CONDENSING UNIT	KOLPAK	KPC298LZOP-3EP						1.013	1		0	1.023	1	2		
CONDENSING UNIT	KOLPAK	KPC68MZOP-3EP						1.023	1	1.013	1		0	2		
CONDENSING UNIT	KOLPAK	KPC248LZOP-3EP							0	1.023	1		0	1		
CONDENSING UNIT	KOLPAK	KPC98MZOP-3EP							0		0	1.013	1	1		
CONVERTIBLE HOT/COLD FOOD TABLE W/ FULL SERVICE SNEEZE GUARD - THREE WELL	LTI	QSCHP-3-L						1.072 1.092	2	1.062	2		0	4		
EVAPORATOR COIL	KOLPAK	KEL26-077-2EC-PR-8						1.012	1		0	1.022	1	2		
EVAPORATOR COIL	KOLPAK	KAM16-066-1EC-PR-8						1.022	1	1.012	1		0	2		
EVAPORATOR COIL	KOLPAK	KEL26-066-2EC-PR-8							0	1.022	1		0	1		
EVAPORATOR COIL	KOLPAK	KAM26-094-1EC-PR-8							0		0	1.012	1	1		
EXHAUST HOOD	CAPTIVEAIRE	6024ND-2-PSP-F (9'-6" LONG)						1.030	1		0	1.032	1	2		
EXHAUST HOOD	CAPTIVEAIRE	6024ND-2-PSP-F (9'-9" LONG)							0	1.036	1		0	1		
EYE WASH SINK	BRADLEY	S19-210						1.051	1	1.001	1	1.005	1	3		
FIRE SUPPRESSION CONTROL PANEL	ANSUL R102	3.0						1.030A	1	1.036A	1	1.032A	1	3		
FORCED AIR MILK COOLER	LTI	CPM-BFD-8						1.070 1.090	2	1.060	2		0	4		
HAND SINK	EAGLE GROUP	HSA-10-FA-P						1.004 1.050 1.060 1.080	4	1.002 1.050	3	1.006 1.046 1.050	3	10		
HOT HOLDING CABINET (PASS-THRU)	ALTO-SHAAM	1200-UP PT						1.063 1.083	2		0	1.054	1	3		
HOT HOLDING CABINET (REACH-IN)	ALTO-SHAAM	1200-UP							0	1.054	2		0	2		
HOT TOP FOOD TABLE W/ SNEEZE GUARD	LTI	36-CPS-L						1.071 1.091	2	1.061	2		0	4		
MOP SINK	ADVANCE TABCO	9-OP-48						1.005	1	1.000	1	1.048	1	3		
PASS-THRU REFRIGERATOR	TRUE	STA2RPT-2S-2S						1.064 1.084	2		0	1.053	1	3		
POT RACK	INTERMETRO	PR48VX3						1.040	2	1.042	2	1.040	1	5		
REACH-IN REFRIGERATOR	TRUE	T-49-HC							0	1.055	2		0	2		
REFRIGERATED COLD FOOD TABLE W/ SELF SERVICE SNEEZE GUARD-FIVE WELL	LTI	74-CFMX-L						1.074 1.094	2	1.064	2		0	4		
S.S. MOBILE TABLE	CUSTOM	4'-0" X 30" X 34"						1.039	1		0	1.008 1.037	2	3		
S.S. POT WASH TABLE W/ 3 SINKS	CUSTOM	13'-0" X 30" X 34"						1.043	1		0		0	1		
S.S. POT WASH TABLE W/ 3 SINKS	CUSTOM	12'-6" X 30" X 34"							0	1.040	1	1.042	1	2		
S.S. TABLE	CUSTOM	7'-0" X 30" X 34"						1.034	1		0		0	1		
S.S. TABLE	CUSTOM	4'-6" X 30" X 34"							0	1.030	1		0	1		
S.S. TABLE	CUSTOM	5'-0" X 30" X 34"							0	1.031 1.053	3	1.038	1	4		
S.S. TABLE	CUSTOM	5'-4" X 30" X 34"							0		0	1.030	1	1		

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ITEM DESCRIPTION	SPECIFIED MANUFACTURER	SPECIFIED MODEL No.	SUBSTITUTED (YES/NO)	PROVIDED MANUFACTURER	PROVIDED MODEL	ALL ACCESSORIES INCLUDED (YES/NO)	WARRANTY PERIOD	ITEM NO.	SCHOOL 4 QTY.	ITEM NO.	SCHOOL 6 QTY.	ITEM NO.	SCHOOL 10 QTY.	TOTAL QTY.	UNIT COST	TOTAL COST
S.S. TABLE W/ SINK	CUSTOM	9'-0" X 30" X 34" (W/ 16" X 20" X 12" SINK)						1.061	1		0		0	1		
S.S. TABLE W/ SINK	CUSTOM	10'-11" X 30" X 34"						1.081	1		0		0	1		
S.S. TABLE W/ SINK	CUSTOM	8'-0" X 30" X 34" (W/ 16" X 20" X 12" SINK)							0	1.051	2	1.051	1	3		
S.S. TABLE W/ SINK	CUSTOM	6'-6" X 30" X 34" (W/ TWO (2) 16" X 20" X 12" SINKS)							0		0	1.031	1	1		
S.S. WALL PANEL	CUSTOM	10'-6" X 80" HIGH						1.032	1	1.035	1	1.034	1	3		
S.S. WALL PANEL	CUSTOM	13'-0" X 60" HIGH W/ 3'-0" X 60" HIGH RIGHT SIDE						1.044	1		0		0	1		
S.S. WALL PANEL	CUSTOM	12'-6" X 60" HIGH W/ 3'-0" X 60" HIGH LEFT & RIGHT SIDE							0	1.044	1		0	1		
S.S. WALL PANEL	CUSTOM	12'-6" X 54" HIGH							0		0	1.043	1	1		
S.S. WORK TABLE	CUSTOM	4'-0" X 30" X 34"						1.038	1		0		1	2		
S.S. WORK TABLE W/ SINK	CUSTOM	8'-4" X 30" X 34" (W/ 16" X 20" X 12" SINK)						1.035	1		0		0	1		
S.S. WORK TABLE W/ SINK	CUSTOM	8'-0" X 30" X 34" (W/ 16" X 20" X 12" SINK)						1.037	1	1.032	1		0	2		
SHELVING, PLASTIC, LOUVERED*	INTERMETRO	MQ2472G						1.000	7	1.005 1.014 1.024	8	1.001 1.014 1.024	5	20		
SHELVING, PLASTIC, LOUVERED*	INTERMETRO	MQ2460G						1.001 1.015 1.025	11	1.006	2	1.002 1.015 1.025	5	18		
SHELVING, PLASTIC, LOUVERED*	INTERMETRO	MQ2454G						1.003 1.014 1.024	5		0	1.000	1	6		
SHELVING, PLASTIC, LOUVERED*	INTERMETRO	MQ2442G							0		0	1.016 1.026 1.047	5	5		
SOLID TOP TABLE	LTI	36-ST-L						1.073 1.075 1.093	3	1.063	2		0	5		
SOLID TOP TABLE	LTI	66-ST-L						1.095	1		0		0	1		
SOLID TOP TABLE	LTI	28-ST-L							0	1.065	2		0	2		
STACKED WASHER/DRYER	SPEED QUEEN	ATEE9AGP173TWO						1.045	1	1.045	1	1.044	1	3		
TEMPERATURE ALARM	MODULARM	75CL-MD-1						1.011 1.021	2	1.011 1.021	2	1.011 1.021	2	6		
TRAY SLIDES	LTI	12" X 36" X 34"							0		0	1.060	1	1		
TRAY SLIDES	LTI	12" X 60.375" X 34"							0		0	1.061	1	1		
TRAY SLIDES	LTI	12" X 50.125" X 34"							0		0	1.062	1	1		
TRAY SLIDES	LTI	12" X 36.375" X 34"							0		0	1.063	1	1		
TRAY SLIDES	LTI	12" X 54" X 34"							0		0	1.065	1	1		
WALK-IN COOLER / FREEZER	KOLPAK	OVERALL: 20'-2.5" X 10'-7.5" X 8'-6" HIGH COOLER INTERIOR: 9'-7.25" X 9'-11.5" X 8'-5" FREEZER INTERIOR: 9'-7.25" X 9'-11.5" X 8'-5"						1.010 1.020	1		0		0	1		
WALK-IN COOLER / FREEZER	KOLPAK	OVERALL: 17'-4" X 7'-9" X 8'-6" HIGH COOLER INTERIOR: 8'-2" X 7'-1" X 8'-9" FREEZER INTERIOR: 8'-2" X 7'-1" X 8'-9"							0	1.010 1.020	1		0	1		
WALK-IN COOLER / FREEZER	KOLPAK	OVERALL: 16'-4.5" X 14'-5.5" X 8'-6" HIGH COOLER INTERIOR: 7'-9" X 13'-9.5" X 8'-9" FREEZER INTERIOR: 7'-9" X 13'-9.5" X 8'-9"							0		0	1.010 1.020	1	1		

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WALL SHELF	ADVANCE TABCO	WS-12-60-16							0	1.031A 1.053A	3	1.030A 1.038A	2	5		
WALL SHELF	ADVANCE TABCO	WS-12-84-16						1.034A 1.061A	2		0		0	2		
WALL SHELF	ADVANCE TABCO	WS-12-48-16						1.038A 1.081A	2		0	1.037A	1	3		
WALL SHELF	ADVANCE TABCO	WS-12-72-16							0	1.051A	2	1.051A	1	3		
WASTE BIN W/ DOLLY	RUBBERMAID	FG262000GRAY FG261960GRAY (LID) RCP2640BLA (DOLLY)						1.036 1.042 1.062 1.082	4	1.033 1.041 1.052	4	1.035 1.041 1.052	3	11		
WATER FILTER	PENTAIR	QC71 TWIN						1.031A	1	1.034A	1	1.033A	1	3		
*SHELVING IS LISTED AS UNITS. EACH UNIT CONTAINS THE FOLLOWING:																
FOUR (4) SHELVES																
FOUR (4) POSTS FOR CASTERS																
FOUR (4) WEDGE CONNECTORS																
FOUR (4) CASTERS; TWO (2) WITH BRAKES																

RCSD School No. 4 - George Mather Forbes Additions and Alterations
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00 41 16: BID FORM

FOR: Purchase of Food Service Equipment to be installed at Rochester City Schools: George Mather Forbes School No. 4, Dag Hammarskjold School No. 6, and Dr. Walter Cooper Academy School No. 10, as outlined in all related documents, the written Specification Section 114000 and all related Construction and Food Service Equipment Drawings.

FROM:

Bidder

Address

City / State

Federal Employer's Identification Number: _____

In signing below, the bidder acknowledges having examined the bid document and fully comprehends the requirements and intent of the Plans and Specifications for this project. In addition, the Bidder acknowledges:

- Addendums No.'s _____ received and understood.
- Providing a Substitution for every item that is not part of Basis of Design.

Bidder: _____ Date: _____

Signed: _____ Title: _____

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BASE BID: RCSD School No. 4, George Mather Forbes

Total Equipment Bid including all delivery, uncrating and set-in place as outlined in the written Specification Section 11 40 00 and related QF-Series drawings.

_____ (Dollars) _____

BASE BID: RCSD School No. 6, Dag Hammarskjold

Total Equipment Bid including all delivery, uncrating and set-in place as outlined in the written Specification Section 11 40 00 and related QF-Series drawings.

_____ (Dollars) _____

BASE BID: RCSD School No. 10, Dr. Walter Cooper Academy

Total Equipment Bid including all delivery, uncrating and set-in place as outlined in the written Specification Section 11 40 00 and related QF-Series drawings.

_____ (Dollars) _____

TOTAL BASE BID (All schools contained in the bid)

_____ (Dollars) _____

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00 43 31: MWBE/DBE/SBE Utilization and Workforce Diversity**I. POLICY STATEMENT**

- .1 The Rochester Joint Schools Construction Board (“RJSCB”) recognizes that the opportunity for the participation in a free enterprise system by persons or groups traditionally, socially, and economically disadvantaged is essential to obtain social and economic equality. As such, the RJSCB acknowledges the need to promote participation by minority-owned and women-owned business enterprises (“M/WBE”), small business enterprises (“SBE”) and disadvantaged business enterprises (“DBE”) (collectively, “Eligible Business Enterprises” or “EBE”) in contracts awarded as part of the Rochester Schools Modernization Program (“RSMP”). The RJSCB further acknowledges the diverse community of the City of Rochester, as reflected in its businesses and workforce labor. The RJSCB strives to support business development and workforce diversification opportunities that the RSMP may create, including the opportunity to encourage participation of these diverse individuals and groups in local projects. Accordingly, through the RSMP Diversity Program, the RJSCB fosters and promotes the participation of EBE’s and women and minority laborers in all RSMP contracts.
- .2 With respect to RSMP Construction Projects less than One Hundred Thousand dollars (\$100,000.00), all contractors are strongly encouraged to meet the designated EBE and women and minority workforce utilization Goals set forth herein. Bidders on all RSMP Contracts to exceed \$100,000.00 must adhere to the Goals and other requirements of this Section and submit Forms DP-1, DP-2, DP-3, and DP-3A, the Promise of Non-Discrimination, EBE Assurance Statement, “Good Faith Efforts Checklist,” within the time period(s) set forth herein.
- .3 NOTE: The business and workforce goals outlined herein apply primarily to labor expended in moving and initial set-up of equipment prior to installation. While it is also encouraged that goals be met by the equipment supplier, for goods provided, it is recognized that due to the type of equipment, compliance with business goals may incur costs that are over-and-above what is considered reasonable. In the event that equipment is supplied by a recognized EBE distributor, 50-percent of the value of the equipment can be realized toward the goals.
- .3 Contractors are also referred to the Phase II Diversity Plan for reference, a copy of which may be obtained at <http://www.rcsdk12.org/rsmp>. The Phase II Diversity Plan (the “Diversity Plan”) is hereby incorporated by reference and Contractors must comply with all terms and requirements of the Diversity Plan.

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II. **DEFINITIONS:** The below terms and phrases employed with respect to the RSMP, as used herein, shall have the meanings set forth in the Diversity Plan at Article 1.03 “Definitions.”

III. **WORKFORCE DIVERSITY AND BUSINESS DEVELOPMENT GOALS**

- .1 The RJSCB is committed to provide women and minorities with equal opportunities to perform work on RSMP projects. All firms or other businesses providing goods or services under a Contract meeting the dollar amount threshold set forth in this Project Manual shall comply with the workforce diversity Goals set forth herein.

Percentage Goals for Workforce Participation: In order to achieve the workforce diversification goals of the Program, each firm or other business providing goods or services shall use its best efforts to ensure that the workforce it engages to perform work for the Program shall demonstrate, in terms of the percentage of actual hours worked under the Contract, and/or contract as amended, participation rates as follows:

- Minority Workforce: 22% of project personnel hours including skilled trades people, trainees, journeymen, apprentices, and supervisory staff.
- Female Workforce: 8% of project personnel hours including skilled trades people, trainees, journeymen, apprentices, and supervisory staff.

Each Contractor, supplier, professional service provider, or other business providing goods and services shall strive to maximize the use of Rochester-based labor, contractors, suppliers, and service providers in performing the Contract.

- .2 **Contractors performing labor and services for RSMP projects may not count female or minority home office staff toward the Goals stated above**, and may only count participation of field staff. However, those performing professional services on RSMP projects may count minority and female office staff who perform the relevant professional services (as opposed to administrative or support services), whether performed in the field or in their home office, toward the workforce diversity Goals stated above.
- .3 The RJSCB is also committed to the meaningful participation of certified EBE’s on RSMP contracts. In order to meet this commitment, all Contractors or other businesses providing goods or services under a Contract meeting the dollar amount threshold set forth in the Diversity Plan shall comply with the business diversity Goals set forth herein.

Percentage Goals for EBE Participation (applicable to the total value of the project):

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In order to achieve Diversity Program Goals for EBE business development, each Contractor, supplier, professional service firm or other business providing goods or services shall strive to and use Good Faith Efforts to engage minority-owned, woman-owned, disadvantaged business enterprises, and small business enterprises as follows:

- a. **MBE:** 17% of each Contract or purchase order
- b. **WBE:** 10% of each Contract or purchase order
- c. **DBE:** 3% of each Contract or purchase order
- d. **SBE:** 3% of each Contract or purchase order

- .4 Only EBE firms that demonstrate proper Certification may be used to fulfill the above workforce diversity and business development Goals.

(a) The RSMP Certification of Small Business Enterprise (SBE) Financial Status Form must be completed in full by any business intending to qualify as a certified "Small Business Enterprise" or "SBE" to provide labor, services and/or materials for any contract awarded under the Rochester Schools Modernization Program (RSMP). This form must be submitted with Bid and is included in the Appendix Section of these Bid Documents.

- .5 **COUNTING EBE PARTICIPATION TOWARD GOALS:** All bidders, including EBE bidders, shall use Good Faith Efforts to achieve business development Goals through second tier participation (subcontractor work). Methods for counting EBE participation toward Goals of this Contract are set forth in the Diversity Plan at Article 2.02(e). See note in Policy Statement 1.3.

IV. FORMS AND PROCEDURES

- .1 To count toward the RJSCB's Goals, an EBE must be Certified at the time a bid is submitted. The judgment as to whether or not an EBE has the qualifications and experience for the type of work required by the Contract rests with the Contractor, even as to any EBE's as may have been listed by Owner or its Independent Compliance Officer (ICO) as pre-approved or Certified. In addition to general Certification, all SBE's must complete and submit the Small Business Certification Form included in the Appendix Section of these Bid Documents.
- .2 As an aid to bidders, the ICO may, as a courtesy, direct bidders to various websites, certifying entities and/or listings identifying Certified EBE firms working in relevant business categories. For any EBE firm proposed by the Bidder or Contractor, whether or not such firm is included in any courtesy information provided by the ICO, Bidder or Contractor must submit acceptable proof of the certification of each EBE firm for the ICO's review to determine whether to accept a proposed EBE Utilization Plan (Form DP-1). Certification does not imply the EBE firm's ability to perform the work required of the Contract, which shall be Contractor's obligation to determine.

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- .3 **Failure to adequately complete the forms required to be submitted with the bid will be grounds for the RJSCB upon recommendation of the ICO to reject a bid or disqualify a bidder.** The information required by this Section is to be provided on the attached forms.
- .4 The name, mailing address and title of the bidder's EBE liaison officer should be included along with the forms referenced above.
- .5 Any agreement between a bidder/contractor and an EBE in which the EBE promises not to provide subcontracting quotations to another bidder/contractor is prohibited.
- .6 The names, scope of work and dollar amounts submitted on the above-referenced forms constitute the bidder's proposed plan for fulfillment of the Goals.
- .7 Neither Conduit nor Broker participation, as those terms are defined in the Diversity Plan, shall be counted toward EBE firm participation on this Contract.
8. The RJSCB, ICO or other RJSCB designee shall notify the bidder if one or more of the proposed EBE's do not qualify for the Project. The bidder will be requested, within five (5) days of notification, to provide new Certified EBE's or an alternate plan for fulfilling the Goals. This does not imply that the bidder cannot utilize the proposed EBE, only that doing so will not count toward fulfilling the Goals.
9. It is understood that a Contractor/Bidder may make changes to its DP-1 Form for legitimate and necessary business reasons prior to award of contract. Any such changes must be submitted to the ICO for review and approval, if appropriate. The DP-1 change process does not relieve Contractor/Bidder from compliance with all other requirements of this Section, including contacting EBE firms to seek work proposals prior to submission of bid.
10. The ICO may request that the Bidder or Contractor supply additional information within a reasonable timeframe to perform a review and assess whether Goals have been adequately stated, met and/or maintained throughout Contract performance.
11. Once a Bidder submits a satisfactory DP-1 form (EBE Utilization Plan), DP-2 form (Letter of Intent to Perform), a signed Promise of Non-Discrimination, and signed EBE Assurance Statement, upon approval of the ICO, these documents will be incorporated into, and made a part of, the Contract. Goals will be considered provisionally met at the award stage, pending Contract completion, including satisfactory submission of Employment Utilization and EBE Utilization reports (Forms DP-3 and DP-3a) to verify that Goals have been adequately met and maintained throughout Contract performance.
 - a. If the bid includes Allowances or Alternates, bidder may craft its EBE

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Utilization Plan (DP-1) to meet the Goals using only the “Base Bid” amount, based on the assumption that work Allowance or Alternate work included in the bid may not be performed as part of the Contract, depending on Project needs. However, should Owner select Alternates or direct contractor to perform work in an Allowance category during the Project, contractor must revise and re-submit its Utilization Plan (DP-1), as well as DP-3 and DP-3a forms, and make Good Faith Efforts to meet and maintain all Goals, in accordance with Parts VIII and IX of this Section.

- V. GOOD FAITH EFFORT: RJSCB expects extreme diligence on the part of each Bidder and Contractor to meet and maintain Goals. Bidders must submit with their bids evidence of Good Faith Efforts on the “Good Faith Efforts Checklist” Form, attached in Section 00 43 34A. Good Faith Efforts are defined in the Diversity Plan and outlined therein at Article 2.02(c).
- VI. CONTRACTUAL OBLIGATIONS:
- .1 The ICO shall review the plan submitted by an apparent low bidder to determine if the bidder is compliant with the Goals set forth in this Section, and will strive to make such determination within 48 hours of notice to the apparent low bidder. In the event the ICO determines a bidder has not met or used Good Faith Efforts to meet the Goals, the ICO may reject the proposed EBE Utilization Plan, and the contract may be awarded to the next lowest responsible bidder who complies with the requirements of this Section.
 - .2 Appeals of plan acceptance determinations must be made in writing and state the entire basis of the appeal. Appeals are to be delivered to the ICO within three (3) days of notification of decision and should include sufficient supporting documentation to allow the ICO to perform a meaningful review.
 - .3 **The successful bidder's final EBE Utilization Plan (Form DP-1) as approved by the ICO shall be incorporated into the Contract upon the award thereof.** This will be referred to as the approved EBE Utilization Plan (DP-1), and will be operative unless and until revised, as set forth herein. If the DP-1 is revised at any time after bid submission, including during Contract performance, Contractor must provide a written rationale to the ICO for the revision, and obtain ICO approval thereof. The subcontractors listed on approved EBE Utilization Plan (DP-1), the dollar amounts shown, and any other relevant documentation will become part of the Contract. Failure to comply with an approved EBE Utilization Plan shall be a material breach of Contractor’s obligations under this Section.
 - .4 **BUSINESS OPPORTUNITY PROGRAM (BOP)**: The RJSCB encourages each Prime Contractor to participate in the RSMP’s Business Opportunity Program The (BOP) is a partnership designed to assist Greater Rochester EBEs through outreach, training, education and growth potential in the City of Rochester. The BOP is also intended to increase the number of certified M/W/S/DBEs capable of

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bidding successfully on capacity-appropriate construction contracts, and improve the small contractors' management, organization and skills by teaching them new strategic tools to speed the growth of their businesses.

The BOP will sponsor and facilitate The Instructional Series (IS), a curriculum-based program of training sessions designed to expand business opportunities and assist M/W/D/SBE subcontractors beyond what was formerly available to them. EBEs who complete the IS earning a Certificate of Completion, qualify to enroll in the Mentor-Protégé Program (MPP) and will be paired with a participating mentor designated by BOP Staff.

VII. PRIOR TO THE COMMENCEMENT OF WORK

- .1 Prior to the commencement of any work by an EBE, and no later than ten (10) days after notice of Contract award, the contractor must submit the DP-2 Form "Letter of Intent to Perform." Contractor shall exercise best efforts to execute and submit copies of all EBE subcontracts to the ICO no later than 90 days after the notice of contract award. This will provide evidence that a written contract is in place, but in no way implies the RJSCB's approval or disapproval of the subcontracts. The RJSCB reserves the right to request a copy of an executed EBE subcontract prior to 90 days if it so chooses or at any time during the Project. If the Contractor fails to provide the executed EBE subcontracts within the 90 day period or upon request as indicated above, the ICO can proceed to request an explanation from the Contractor and request a meeting with the Contractor to review the status and reasons for not submitting the subcontracts. Non-compliance by the Contractor with this section may give the RJSCB cause to withhold payments to the Contractor.
- .2 If requested by the RJSCB or ICO, the contractor must attach a construction schedule to the EBE subcontract describing the anticipated time periods that the EBE subcontractor will be utilized on the Project. A copy of the construction schedule, with modifications, should accompany each Form DP-3A.
- .3 Failure to submit a written subcontract agreement with a construction schedule upon request may give the RJSCB cause to withhold payments. Any work performed by an EBE without a written subcontract made available to the RJSCB may not be counted toward fulfillment of the Goals.
- .4 All subcontractors should be made aware of all modifications to the construction schedule and must be given reasonable opportunity to mobilize their workforces to perform. Notification of less than five (5) days will not be considered reasonable and will not be a basis for determining that the subcontractor was not available to perform on the Project.

VIII. DURING PROGRESS OF WORK: contractor must maintain the Goals at the percentage levels stated above throughout performance of the Contract.

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- .1 If a contract modification (e.g., a Change Order, Field Order or Construction Change Directive) issues after the ICO's approval of the EBE Utilization Plan, the Contractor must adjust the Utilization Plan accordingly to maintain the appropriate percentage Goals. For example, if a Change Order increases the Contract Sum, the Goals will increase in proportion to the Contract Sum. Similarly, performance of approved Allowance work will increase the Contract Sum for purposes of compliance with EBE Goals. Forms DP-3 and DP 3-A must be submitted monthly and should reflect changes to the Contract Sum due to authorized contract modifications or Allowance work, as well as the resulting increases in EBE, women and minority participation.
- .2 Contractors must demonstrate, to the ICO's satisfaction, Good Faith Efforts to meet the modified Goals in the event of a change to the Contract Sum during the progress of Work, including but not limited to retaining additional EBE subcontractors for the work affected by an Allowance or contract modification that increases the Contract Sum.
- .3 The ICO may, in its discretion and upon contractor's written request, consider the following factors in determining whether contractor has used Good Faith Efforts to meet the required Goals:
 - a. If the contract change or Allowance requires contractor to provide additional materials and/or supplies, as opposed to performing additional labor;
 - b. If the change Allowance work is the same type of work currently being performed by the contractor under contract with a non-EBE Supplier or subcontractor on the Project;
 - c. If EBE subcontractors are not capable or available to do the work required by contract change or Allowance;
 - d. Any other factor impacting contractor's ability to adjust the Goals in accordance with the increased Contract Sum.
- .4 The ICO in its discretion may waive the requirement to meet modified Goals if approved contract modifications or authorization to perform Allowance work results in a minor net increase in the Contract Sum (less than \$50,000) such that restructuring contracts would be impractical or unduly burdensome to contractor. However, the contractor must otherwise demonstrate compliance with modified percentage Goals to the satisfaction of the ICO.
- .5 Should ICO determine that the performance of approved Allowance or change order work, or any other factor during performance of the Contract, has caused contractor to fall out of compliance with applicable percentage Goals, the ICO may call a meeting with contractor to address the issue and discuss steps for the contractor to achieve and maintain compliance with the applicable Goals.

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- IX. REPORTING AND RECORD-KEEPING: The contractor must keep records and documents to substantiate compliance with the EBE business development and workforce diversity Goals and requirements for three (3) years following completion of this Contract. These records and documents must be made available to the ICO or other authorized RJSCB officials upon request during that time.
- .1 All apparent successful bidders who plan to utilize an EBE subcontractor or engage in a Joint Venture with an EBE shall submit to the ICO by the end of the tenth business day following notice of award of contract a “Letter of Intent to Perform” (Form DP-2) in the format attached hereto, signed by both the EBE and bidder.
 - .2 The contractor must furnish the ICO with Monthly Employment and EBE Utilization Reports (Forms DP-3 and DP-3A) with each monthly request for payment, including but not limited to workforce census and other employment and certified payroll records necessary to verify achievement of the workforce diversity goals. Employee zip code information must be listed on monthly EEO report. Failure to submit the DP-3 and DP-3A Forms with each request for payment will give the RJSCB cause to withhold that payment and the EBE’s or workforce utilized shall not be counted toward fulfillment of the Goals.
 - .3 Records of payment (e.g., copies of checks) for subcontract work, if requested by RJSCB, as well as payrolls and other documents required by any other terms of this contract, must be submitted to the ICO with each monthly request for payment unless otherwise indicated. Attainment of the Goals will be based on actual payment records and not solely on the stated subcontract amount. Amounts claimed to be attributable to EBE’s, but that are not substantiated by actual payment records, will not be counted toward the final Goal. All contractors must provide a certified accounting statement setting forth the total amounts paid to all subcontractors to enable the RJSCB and ICO to verify that percentage Goals were ultimately met.
 - .4 The contractor must notify the ICO immediately in writing if the contractor changes or cancels an EBE subcontractor or Joint Venture including an EBE whose participation has already been approved as counting toward the applicable Goal.
 - .5 The ICO or other RJSCB designee shall follow up during the term of Project to evaluate the successful employment of the EBE firms and of women and minorities through review of Forms DP-3 and DP-3A (Monthly Employment and EBE Utilization Reports). This review may be done monthly or when the ICO deems it appropriate.
 - a. Successful utilization and meeting of Goals will be noted and approved by the ICO.

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- b. In cases where the contractor fails to meet workforce diversity and business development Goals, the ICO or other RJSCB designee shall obtain from the contractor in writing the reason for the delay and his/her plan to achieve the Goals by project completion.
 - c. It is the contractor's responsibility to monitor the progress of the EBE and women and minority participation on the Project.
 - d. In cases where the contractor does not anticipate meeting the Goal or where the contractor wishes to add an EBE firm to those originally designated as contributing toward a business development Goal, the contractor should request a new EBE Utilization Plan (DP-1 form) and inform the ICO thereof. The updated EBE Utilization Plan (DP-1) shall be submitted to the ICO within (3) days of giving notice to the ICO.
 - e. This revised EBE Utilization Plan (DP-1) shall be approved or rejected by the ICO or other RJSCB designee in accordance with the Goals.
 - f. Appeals of revised EBE Utilization Plan acceptance determinations shall be made in writing, stating the full basis of the appeal, to the ICO within three (3) days of notification of the initial decision.
- X. **RETAINAGE**: The RJSCB reserves the right to retain, at any time, an amount up to but not exceeding the amount cited in an approved EBE Utilization Plan (DP-1) that has not been paid to any EBE in accordance with the approved EBE Utilization Plan. The RJSCB may retain such amounts as in its reasonable discretion may be necessary to ensure payment to the applicable EBE firm listed in the EBE Utilization Plan.
- XI. **COMPLIANCE MONITORING**: In order to achieve development and diversification in its workforce, and to meet the required EBE utilization Goals set forth herein, each contractor, supplier, professional service firm or other business providing goods or services must:
- 1. Provide the ICO with a monthly workforce census and other employment and certified payroll records necessary to verify achievement of the workforce diversity Goals and demonstrate compliance with the minimum standards.
 - 2. Provide on-demand access and cooperation to the ICO to review records on-site and/or at work-site premises to validate workforce participation. This may include unannounced visits and on-the-spot interviews that the ICO and its inspectors may hold with workers at the job site or at off-site work premises to verify their work status and claimed job classifications.
 - 3. Submit all other information required on the forms specified herein and attached or such further information as is required at the reasonable

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request of ICO, at the time of bidding or throughout the Project to ensure compliance with the requirements of this Section.

4. In addition, contractor is strongly encouraged to do the following:
 - a. With bid submission, present a proposed written recruiting program directed at attracting candidates to fill positions of employment in order to meet such requirements.
 - b. With bid submission, provide a statement committing to training or participation in training programs provided by third parties to train new employees in meaningful ways to succeed in their employment opportunities and to promote long-term employment within the industry or profession.
5. In the event the contractor, supplier, professional service firm or other business providing goods or services fails to maintain minority/women workforce or EBE utilization Goals through the duration of the Project on their Contract or purchase order, the ICO can and shall exercise in a timely manner one or more of the remedies set forth in the Diversity Plan at Article VI at section 6.01.

XII. **ENFORCEMENT:** In evaluating bids and during performance of the Contract, the Owner and ICO may consider responsive and responsible bidders who can provide the quality goods and services reasonably required for the contract. All bidders must make Good Faith Efforts in seeking to maximize the use of available EBE's for RSMP Projects. The failure of a bidder to demonstrate the mandatory Good Faith Efforts outlined in the Diversity Plan to include EBE's in the procurement process or to maintain percentage Goals throughout the Project will be considered in awarding RSMP Contracts. The RJSCB, through the action of the ICO, shall have the authority and power to enforce the provisions of this Section.

Violations of this Section shall constitute a material breach of contract, and the ICO and/or RJSCB may undertake the measures outlined in the Diversity Plan at Article VI, section 6.03 thereof, to enforce the requirements of this Section.

XIII. **COMMERCIALY USEFUL FUNCTION:** Refer to the *Rochester Joint Schools Construction Board Workforce & Business Participation Diversity Plan* for Phase 2 Schools, dated April 2016: EBE suppliers must perform a Commercially Useful Function in order to satisfy business diversity goals in whole or in part. A prime supplier to the Phase 2 Program will not receive credit toward the goals by using an EBE acting merely as a broker or conduit to purchase equipment from a commodity supplier. An EBE whose normal function is selling/distributing equipment as a dealer can be sub-contracted by a prime and use up to 50-percent of their contracted amount toward meeting a diversity goal. If a sub-contracted EBE supplies both labor and material to the prime, the prime may be able to use up to 100-percent of the total contracted fee toward

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meeting a diversity goal. In all cases, participation of an EBE for purposes of achieving the goals will require approval by the Independent Compliance Officer (ICO).

Contact information for any questions:

Baker Tilly

Jeff Wild

585-512-3819

Jeffrey.Wild@bakertilly.com

- XIV. ATTACHMENTS: Information required by this Section must be submitted on the forms or in the formats specified in the “Diversity Program Forms” found in the Appendix.

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00 72 16: GENERAL CONDITIONS

ARTICLE 1. Definitions

The following terms have the meanings indicated (applicable to both the singular and plural):

Addenda – Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the Contract Documents by additions, deletions, clarifications, or corrections.

Architect – The entity serving by agreement with Owner as the design professional for the RSMP projects.

Bonds – Bid bond, performance bond, labor and material payment bond, and other instruments of security.

Change Order – A written order to Seller signed by the RSMP, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Contract Time. A Change Order signed by Seller indicates its agreement therewith, including the adjustment in the Contract Sum or the Contract Time.

Construction Manager – The entity designated as such and bound by an agreement with Owner to represent it in administering RSMP construction projects and coordinating RSMP construction project contractors.

Contract – The legal agreement between Owner and Seller, consisting of the Contract Documents specified herein.

Contract Documents – Those certain documents so named and listed in the Table of Contents supplied to Bidders, with the Appendix of Attachments thereto and any Addenda during the Bid period, that will comprise the legal, technical and administrative terms of the Contract to which Owner and Seller are bound.

Contract Sum – The price owed to Seller for performance of Work stated in the Contracts Documents as set forth in the Purchase Order, including authorized changes thereto.

Contract Time – The period of time, including authorized adjustments, allotted in the Contract Documents for completion of the entire Work

Days – The term "days" means calendar days unless otherwise stated.

Drawings – The graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

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Food Service Consultant – Firm hired by the Program Manager to provide overall coordination and advice on equipment to be ordered for the project. The Food Service Consultant works closely with the Rochester City School District (RCSD) to determine equipment requirements.

Independent Compliance Officer (“ICO”) – Owner’s representative for purposes of administering the Diversity Program requirements.

Kitchen Equipment Contractor – The “Seller” (see below) or provider of the equipment or a contractor provided by the “Seller” of the equipment.

Legal Requirements – Any and all requirements of law, code, permit, regulation, rule, order, judgment decree, ordinance, or provision of any federal, state, or local government, agency, authority, or court pertaining to the Work, the Project, or the Contract.

Notice of Award – The written notice of the acceptance of the Bid or a portion thereof, from Owner to the successful Bidder.

Notice to Proceed – A written notice given by Owner to Seller fixing the date on which the Contract Time will commence to run and on which Seller shall start to perform Seller’s obligations under the Contract Documents.

Owner or RJSCB – The Rochester Joint Schools Construction Board.

Program Manager – The Owner’s Representative and authorized agent of Owner for the RSMP, Savin Engineers P.C. and Gilbane Building Company (“Savin/Gilbane”).

Project – The total construction of which the Work to be provided under the Contract Documents may be the whole or a part, as indicated in the Contract Documents.

Rochester City School District (“RCSD”) – The public school district in Rochester, New York containing those schools at which RSMP projects will take place.

Rochester Schools Modernization Program (“RSMP”) – The comprehensive program administered by Owner to modernize RCSD schools in consecutive phases, pursuant to which the Contract will be let.

Seller – The individual, partnership, firm, corporation or business entity with whom Owner has entered into the Contract for purchase of Kitchen Equipment.

Specifications – That portions of the Contract Documents so named and consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

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Subcontractor – An individual, partnership, firm, corporation, or business entity having a direct contract with Seller or with any other Subcontractor. This term shall include any vendors or material-men to Seller.

Work – The supply of all products (“Goods”) and labor (“Services”) set forth in the Contract Documents for which Seller is required to provide or perform under the Contract.

ARTICLE 2. Contract Documents: Execution and Intent

2.1 By executing the Purchase Order, Seller represents and warrants to Owner that:

- (i) Seller is and will be financially responsible for and has and will have sufficient liquidity to meet its financial responsibilities under the Contract and for all other projects in which Seller is or may become involved;
- (ii) Seller has carefully examined the Contract Documents;
- (iii) from Seller's investigation, Seller has satisfied himself as to the nature and location of the proposed Work, the general and local conditions, and all matters which may in any way affect the Work or its performance; and
- (iv) Seller will make no claims for additional compensation and/or extension of Contract Time relating to Seller's noncompliance with its representations and warranties in this Paragraph.
- (v) Neither Seller nor its Subcontractors are debarred or suspended from performance of state, federal or municipal public works projects, nor have said parties been found by Owner to be not responsible as set forth in the Instructions to Bidders.

2.2 The intent of the Contract Documents is to include and imply all items required for the proper execution and completion of the Work. All labor, materials, equipment, or services that reasonably may be inferred from the Contract Documents as being required to produce the intended result shall be supplied whether or not specifically called for. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

2.3 In the event of inconsistencies within or between parts of the Contract Documents, the order of preference shall be the signed Purchase Order (Article 4), General Conditions (Article 5), Specifications (Article 6), Drawings (Article 7), and Instructions to Bidders (Article 2). In the event of any other conflict or inconsistency, the Seller shall:

- (i) provide the better quality or greater quantity of Work or

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- (ii) comply with the more stringent requirement; either or both in accordance with the RSMP's interpretation

ARTICLE 3. Owner's or Program Manager's Responsibilities

Owner shall furnish all building drawings describing the physical lay-out of rooms and areas within the Project site, and shall issue all instructions to Seller through the RSMP.

ARTICLE 4. Seller's or Kitchen Equipment Contractor's Responsibilities

In addition to all other responsibilities and duties under the Contract:

4.1 Seller shall carefully study and compare the Contract Documents and shall at once report to the RSMP any error, inconsistency or omission they may discover. Seller shall not perform any portion of the Work at any time without Contract Documents or, where required, approved shop drawings, product data or samples for such portion of the Work.

4.2 Prior to commencement of Work, or anytime during performance thereof, Owner may require Seller to submit such information as in Owner's reasonable judgment is necessary to ensure compliance with the terms of this Contract, which may include, but is not limited to, copies of all Subcontractor agreements for any part of the Project work; certified payroll forms; interim lien waivers, insurance certificates, bonds, or other information reasonably required.

4.3 Seller shall take field measurements and verify field conditions and shall carefully compare such measurements, conditions and other information known to Seller with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the RSMP at once. Goods that do not fit the Project space due to Seller's failure to field measure or verify must be substituted at Seller's own expense.

4.4 Seller shall supervise and direct the Work using its best skill and attention. Seller shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract.

4.5 Unless otherwise provided in the Contract Documents, Seller shall provide and pay for all labor, materials, equipment, tools, equipment, machinery, transportation and services necessary for the proper execution and completion of the Work.

4.6 Seller shall at all times enforce strict discipline and good order among its employees and Subcontractors, and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him or her.

4.7 Seller shall pay all sales, consumer, use and other similar taxes required by law and shall secure all permits, fees and licenses necessary for the execution of the Work, unless otherwise provided in the Contract Documents. Unless otherwise noted on the Purchase Order, Owner is exempt from all sales and compensating use tax of the State of New York or of any City or County in the State of New York, and Seller shall not include any such taxes in the prices or on any invoice issued to Owner.

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4.8 Seller must pay the New York State prevailing wage rate for all on-site delivery, final assembly, and set-up of items in a free-standing form as determined by the Commissioner Labor as set forth in Article 9 of the New York Labor Law, including any required supplements and benefits, unless a higher wage is determined by application of the U.S. Davis-Bacon Act for the corresponding category of labor. Certified payroll must be maintained by the successful Bidder in accordance with applicable law and submitted monthly to RSMP. The appropriate wage rate schedule for Moving Equipment and Equipment is attached in the Appendix to these Bid Documents.

Seller must pay the New York State prevailing wage rate for the delivery / set-up of equipment when it involves physically attaching said equipment to the physical structure of the building as determined by the Commissioner Labor as set forth in Article 8 of the New York Labor Law, including any required supplements and benefits, unless a higher wage is determined by application of the U.S. Davis-Bacon Act for the corresponding category of labor. Certified payroll must be maintained by the successful Bidder in accordance with applicable law and submitted monthly to RSMP. The appropriate wage rate schedule for Carpenter – Building is attached in the Appendix to these Bid Documents.

4.9 Seller shall comply with all Legal Requirements bearing on the performance of the Work and notify Owner if the Drawings and Specifications are at variance therewith. If Seller performs any Work knowing it to be contrary to such Legal Requirements, it shall assume full liability and bear all costs attributable to violation of Legal Requirements.

4.10 Seller shall do the following:

- (i) furnish a competent and adequate staff and use its best skill and attention for the proper administration, coordination, supervision and superintendence of the Work including planning for possible adverse weather conditions;
- (ii) organize the procurement of all materials and equipment so that they will be available at the time they are needed for the Work;
- (iii) keep an adequate force of skilled workers on the job to complete the Work in strict accordance with all requirements of the Contract Documents;
- (iv) maintain throughout the duration of the Work a competent supervisor and any necessary assistants, all of whom shall be acceptable to Owner and shall not be changed without the consent of Owner; and
- (v) provide supervision by experts in all aspects of the application of the materials, equipment or system being fabricated and installed.

4.11 Seller shall provide Owner and the RSMP access to the Work in preparation and progress wherever located and forward all communications with Owner through RSMP.

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4.12 Seller upon award of the Contract and entering into the Purchase Order shall work with the Program Manager to establish an installation schedule by The schedule shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work. Seller must meet the schedule for delivery and set-up set forth in the Specifications.

4.13 Seller shall comply with all Legal Requirements relating to the terms and conditions of employment of, or payment to, any person who is employed in connection with the Work.

ARTICLE 4A: Warranties

Seller warrants that all Goods to be furnished under the Purchase Order: will have clear title and will not infringe on the patent or other intellectual property rights of any other party; will conform to the descriptions, designs, specifications for the Goods; will perform as specified therein and will be merchantable, of good quality, and free from defects in material, design and workmanship (including damage due to unsatisfactory packing or handling by Seller); and to the extent that Seller knows or has reason to know of the purpose for which the Goods are intended, will be fit for such purpose. Seller further warrants that all Services will be performed in a competent, diligent, workmanlike and professional manner. The warranties contained herein shall run to Owner, the RCSD, and its users of the Work supplied by Seller, and shall survive inspection, delivery / set-up where applicable, and payment. The warranties set forth herein shall be in addition to any warranties of additional scope given by Seller.

ARTICLE 5. Subcontracts

Unless otherwise specified in the Contract Documents, Seller, as soon as practicable after the award of the Contract, shall furnish to Owner in writing a list of the names of Subcontractors proposed for the Work. Seller shall not contract with any Subcontractor to whom Owner has made reasonable objection, or whom is otherwise prohibited under the law or this Contract. Contracts between Seller and the Subcontractor shall be in accordance with the terms of this Contract and shall make applicable to Subcontractors the General Conditions of this Contract to the same extent as Seller. Seller shall be responsible to Owner for the acts and omissions of all its employees, all Subcontractors and their agents and employees and all other persons performing any of the Work under a contract with Seller.

ARTICLE 6. Administration of the Contract

6.1 The Program Manager shall be Owner's representative and shall provide administration of the Contract as hereinafter described. Seller will forward all communications to Owner through the Program Manager.

6.2 Neither Owner nor the RSMP shall be responsible for and will not have control or charge of means, methods, techniques, sequences or procedures to carry out the Work, or for safety precautions and programs in connection therewith, and they shall not be responsible for Seller's failure to carry out the Work in accordance with the Contract Documents. The RSMP shall not be responsible for or have control or charge over the acts or omissions of Seller, Subcontractors, or any of their agents or employees, or any other persons performing any of the Work.

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6.3 The RSMP shall at all times have access to the Work wherever it is in preparation and progress. Seller shall provide facilities for such access so the RSMP may perform its functions under the Contract Documents.

6.4 The Program Manager shall render interpretations of the Contract Documents necessary for the proper execution or progress of the Work. The Program Manager will liaise with the Construction Manager, and Architect/Engineer regarding performance of the Work and coordination with other RSMP projects.

6.5 The Construction Manager shall have authority to reject Work which does not conform to the Contract Documents. Whenever, in its opinion, Construction Manager considers it necessary or advisable for the implementation of the intent of the Contract Documents, it shall have authority to require special inspection or testing of the Work in accordance with Article 10 herein, whether or not such Work be then fabricated, installed or completed.

6.6 Day to day decisions concerning the adequacy of services provided under this Agreement and changes in the Work are the responsibility of the Program Manager (Savin), in cooperation with the Construction Manager. The Program Manager is responsible for managing and overseeing the activities of the Construction Manager. The Construction Manager is responsible for oversight of any Contractors on the Project. The Contractor agrees to this relationship and shall cooperate with the Program Manager and Construction Manager in good faith, in an effort to promote the speedy and efficient execution of the Project

6.7 Seller shall not be relieved from its obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Program Manager in the administration of the Contract.

ARTICLE 7. Work By Owner or by Separate Contractors

7.1 Owner reserves the right to perform Work related to the Project with its own forces, and to award separate contracts in connection with other portions of the Project or other RSMP projects.

7.2 Any costs caused by improperly timed activities or defective construction shall be borne by the party responsible therefor. This includes but is not limited to Seller's failure to provide sufficient manpower to support the delivery and set-up schedule.

7.3 Seller shall promptly remedy damage caused by Seller to property of Owner or separate contractors as provided in Article 14.

ARTICLE 8. Materials/Equipment/Processes

8.1 Any Good or Service that does not conform to the Contract Documents may be rejected by the Program Manager, in which case they shall be replaced by Seller at Seller's expense. Program Manager, upon approval of Owner, may choose to accept non-conforming Work in which event the parties shall execute an appropriate Change Order adjusting the Contract Sum.

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8.2 Seller shall prepare and submit quotes of all manufactured or fabricated Goods. Such quotes shall include such information on materials, equipment and fixtures as may be required by the Program Manager for preliminary approval.

ARTICLE 9. Correction of Work

9.1 Seller shall promptly correct Work rejected by the Construction Manager or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Seller shall bear all costs for making such corrections; including additional testing and inspection.

9.2 Seller shall comply with all specific product warranties set forth in the Specifications.

9.3 If Owner deems it inexpedient to repair damage to property caused by Seller or its subcontractors, to correct improper work, or to insist on completion of uncompleted Work, a deduction from the Contract Sum as determined by the Construction Manager shall be made.

9.4 Seller shall promptly remove and replace all Work rejected by Owner as failing to conform to the Contract Documents, and Seller shall pay the expense of making good all Other Work destroyed or damaged by such removal or replacement.

9.5 If Seller does not promptly correct or remove and replace rejected Work, Owner may, at the expense of Seller, correct or remove and replace the rejected Work. This right is in addition to all other rights Owner has under the Contract.

9.6 Nothing contained in this Article 9 shall be construed to establish a period of limitation with respect to other obligations Seller might have under the Contract Documents.

ARTICLE 10. Tests and Inspections

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by Legal Requirements shall be made at an appropriate time and coordinated through the Construction Manager. If testing or inspections reveal failure of any of the Work to comply with requirements of the Contract Documents, Seller shall bear all costs made necessary by such failure, including repeat testing. Seller shall not be relieved from its obligations to perform the Work in accordance with Contract Documents by tests, inspections or approvals required or performed by persons other than Seller.

ARTICLE 11. Owner's Right to Stop or Carry out the Work

11.1 If Seller fails to correct defective Work as required by Article 9, or persistently fails to carry out the Work in accordance with the Contract Documents, the Program Manager, may order Seller to stop the Work, or any portion thereof, until the cause for such order has been eliminated. This right of the Program Manager to stop the Work shall not give rise to any duty on the part of the Program Manager or Owner to exercise this right for the benefit of Seller or any other person or entity.

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11.2 If Seller defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within seven days after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may, without prejudice to any other remedy Owner may have, correct such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments due Seller the cost of correcting such deficiencies. If payments due Seller are not sufficient to cover such amount, Seller shall pay the difference to Owner.

ARTICLE 12. Indemnification

To the fullest extent permitted by law, Seller shall defend, indemnify and hold harmless Buyer, the City of Rochester, the Rochester City School District, County of Monroe Industrial Development Agency, U.S. Bank National Association, Savin Engineers P.C., Gilbane Building Company, the Construction Manager, and Architect/Engineer, and their respective officers, directors, employees and agents (collectively, the **“Indemnified Parties”**), from and against any claims, actions, losses, costs, damages, liabilities or expenses of any nature (including reasonable attorneys’ fees and costs) arising from or in connection with any actual or alleged (a) violation of any Legal Requirements by Seller, its agents, representatives, employees, or Subcontractors, or any of their respective agents and employees (collectively, **“Indemnifying Parties”**); (b) breach of representations, warranties, covenants or other obligations of Seller under the Contract; (c) any act or omission of any Indemnifying Party; or (d) manufacture or delivery of products or performance of any part of the Work, except to the extent that any such injury or damages are due directly and solely to the negligence of the Indemnified Parties.

ARTICLE 13. Contract Time and Performance

13.1 All time limits stated in the Contract Documents are of the essence of the Contract. By executing the Purchase Order and any other Contract Document, Seller confirms that the Contract Time is a reasonable period for performing the Work.

13.2 Shipments of all Goods shall be F.O.B. Destination to the point-of-use locations as shown on the individual School drawings, attached as part of the Bid Documents. Title to all Goods and risk of loss shall pass to Owner only upon signed acceptance of Goods at the point of use, subject to Program Manager’s approval upon a final walk-through. If all Work is not completed within the Contract Time, including delivery of all Goods, performance of related Services and delivery of close-out documents, Owner reserves the right without liability, in addition to and without waiving any of its other rights and remedies provided herein or at law or equity, to terminate the Purchase Order as to any or all Goods not yet shipped or Services not yet rendered, and to purchase substitute Goods or Services elsewhere and charge Seller with any loss or damage incurred by Owner, including but not limited to cost to rent, store or move temporary replacements, rental of temporary facilities, increased cost of cover, or any other direct or consequential damage suffered by Owner as a result of Seller’s failure to timely perform the Work.

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13.3 All Goods furnished under the Purchase Order are subject to inspection and approval by Program and / or Construction Manager. Owner may reject or require the prompt correction, in place or otherwise, of any Goods found not to conform in all respects to (a) Specifications and Drawings, (b) Seller's warranties, whether express or implied, or (c) any other requirements contained in this Contract. Payment for any or all of the Goods supplied under the Purchase Order shall not constitute acceptance by Owner.

13.4 If Seller is delayed in the completion of its Work by reason of unforeseeable causes beyond its control and without its fault or negligence, including, but not restricted to, acts of God, terrorism, warfare, active Owner interference, fires, floods, epidemics, quarantines, strikes, riots, civil commotion, or freight embargoes, the Contract Time shall be extended by such time as shall be fixed by Owner, provided that Seller provides a written request for extended Contract Time to the Program Manager with reasonable diligence but in any event not later than ten (10) days after the commencement of such claimed delay. Seller expressly agrees not to make, and hereby waives, any claim for damages (including, without limitation, those resulting from increased labor or material cost, consequential damages, lost profits, lost opportunity, impact damages, or other similar damages) on account of any delay, and agrees that the sole remedy shall be extension of Contract Time as set forth above.

ARTICLE 14. Protection of Persons and Property

14.1 Seller shall at all times safely guard Owner's property from injury or loss in performing the Work. Seller shall at all times safely guard and protect its own Work; and any adjacent property or work provided by others, from damage. Seller shall replace or make good any damage, loss or injury it causes to the Work or property. All passageways, guard fences, lights, signage, notices, or other items required by local conditions or to meet Legal Requirements must be provided and properly maintained. Seller must initiate and maintain all safety precautions and programs in connection with the performance of the Work and complying with all rules and regulations in effect for the Project site.

14.2 Seller shall promptly report in writing to the Construction Manager all events or conditions threatening injury to person or property as well as accidents arising out of or in connection with the Work which cause death, bodily injury or property damage. Seller shall comply with its insurance policies with regard to reporting accidents or other events impacting the coverage required to be maintained by the Contract Documents.

ARTICLE 15. Substantial Completion

15.1 Substantial Completion is the stage in the progress of the Work when the Work, or a designated portion thereof, is sufficiently complete in accordance with the Contract Documents so Owner can occupy or utilize the Work or such designated portion for its intended use. Seller must support Substantial Completion as shown on the construction schedule for each school. Coordinate with the Construction Manager.

15.2 When Seller considers that the Work is substantially complete, Seller shall submit to the Construction Manager a comprehensive list of items to be completed or corrected, which may

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be supplemented by RSMP and RCSD upon a walk-through. Seller shall proceed promptly to complete and correct the items on the list. Failure to include an item on such list does not alter the responsibility of Seller to complete all Work in accordance with the Contract Documents. When the Construction Manager determines the Work has reached Substantial Completion, it will prepare a written certification thereof and shall fix the time within which Seller shall complete any remaining items to achieve Final Completion.

ARTICLE 16. Final Completion

Final Completion shall be the end of the Project wherein RSMP and the Architect have confirmed that all Work is complete as required by the Contract Documents and Seller is entitled to final payment. Seller must notify Construction Manager when it believes it has achieved Final Completion to permit inspection and written certification thereof to allow for final payment. Seller must achieve Final Completion in accordance with the Construction Schedule.

ARTICLE 17. Payments

17.1 Payments to Seller shall be made upon performance of work and receipt of a written invoice or payment application for such completed Work in a form acceptable to the Program Manager, (e.g. AIA forms G732 and G702), with payment Net 45 days from receipt thereof. Owner shall retain five percent (5%) of the amount of any invoice balance otherwise due to Seller as retainage to be released only upon Final Completion approval.

17.2 The Program Manager or Owner may decline to approve an invoice or payment application in whole or part, or may withhold funds or decline to make payment because of:

- 17.2.1** defective Work or material by Seller or its Subcontractors; products do not meet bid specifications and therefor require replacement or other resolution;
- 17.2.2** claims or probable claims against the Project or property alleged by Seller or any Subcontractor;
- 17.2.3** failure of Seller to make payments properly to Subcontractors or to suppliers for labor, services, materials, or equipment;
- 17.2.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- 17.2.5** uncorrected damage by Seller to Owner or another contractor;
- 17.2.6** unsatisfactory prosecution or progress of the Work by Seller;
- 17.2.7** erroneous or inflated estimates by Seller of the value of the Work performed;
- 17.2.8** unauthorized deviations from the Contract Documents by Seller;

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17.2.9 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages (if any) likely to result from the delay;

17.2.10 any other material failure of Seller to perform pursuant to the Contract.

17.3 If Owner is entitled to reimbursement or payment from Seller under or pursuant to the Contract Documents, such payment shall be made promptly upon demand by Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if Seller fails to promptly make any payment due Owner, or Owner incurs any costs and expenses to cure any default of Seller or to correct defective Work, Owner shall have a right to offset such amount against the Contract Sum and may, in Owner's sole discretion, elect either to:

- (i) deduct an amount equal to that which Owner is entitled from any payment then or thereafter due Seller from Owner, or
- (ii) issue a written notice to Seller reducing the Contract Sum by an amount equal to that which Owner is entitled.

17.4 Final payment shall not be due until Seller delivers to Owner:

- (i) Seller's sworn affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered have been paid otherwise satisfied, including final releases and waivers of lien executed by Seller and Subcontractors and other documents as Owner may reasonably require;
- (ii) If a subcontractor refuses to furnish a release or waiver required by Owner, Seller may furnish a bond satisfactory to Owner to indemnify Owner against such lien. If such lien remains unsatisfied after payment is made, Seller shall refund to Owner all money that Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees;
- (iii) All maintenance and operation manuals, final quotes, general releases, as-built drawings, guaranties and warranties required by Contract Documents;
- (iv) A certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to Owner; and
- (v) Seller shall maintain records of Contract Documents, correspondence, and other documentation relative to the Project for a reasonable period of time, but in no event less than three (3) years from completion or termination of Contract unless a longer time period is prescribed by law.

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17.5 The acceptance of final payment of the Contract Sum shall constitute a waiver of all claims of Seller against Owner except those previously made in writing in accordance with the requirements of the Contract Documents and then remaining unsettled. Final payment shall not be construed as a waiver of any claim by Owner relating to unsettled liens or claims, defects in the Work, failure to timely achieve Substantial or Final Completion, breaches of warranty, or other claims relating to the performance or completion of the Work and actual or consequential damages suffered by Owner.

ARTICLE 18. Insurance

18.1 Seller or Contractor shall obtain at its own cost and expense all the insurance described below (the “Required Insurance”) that will protect Seller or Contractor from claims that may arise out of or result from Seller or Contractor’s operations and completed operations under the Contract and for which Seller or Contractor may be legally liable, whether such operations be by Seller or Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Before commencing the Work under the Contract, Seller or Contractor shall provide to Project Manager, for Project Manager’s approval, Seller or Contractor’s certificate of insurance provided in accordance with this Section and thereafter upon renewal or replacement of each policy of Required Insurance. The Required Insurance must be purchased from an insurer that is licensed, admitted, and authorized to write insurance in New York State, and is A.M. Best Rated “A-” or “Better”. The provision by Seller or Contractor of the insurance coverage and limits required in this Section shall not limit Seller or Contractor’s liability in any way.

The Rochester Joint Schools Construction Board (“RJSCB” or “Owner”) is an entity created by special authorizing legislation of the State of New York to serve as an agent for the Rochester City School District (“RCSD”) and City of Rochester (“City”) for purposes of administering the Rochester School Modernization Program (“RSMP”). RSMP projects are funded in part through bonds made available by the County of Monroe Industrial Development Agency (“COMIDA” or “Agency”). Each of the RJSCB, RCSD, City, COMIDA, U.S. Bank National Association, the Trustee under the Indenture of Trust relating to the financing of the Project (“Trustee”), Savin Engineers, P.C., Gilbane Building Company, (collectively, the “Additional Insureds”), shall be named as **Additional Insureds on a Primary and Non-Contributory basis** for all Required Insurance (other than Workers’ Compensation and Employer’s Liability Insurance). Seller or Contractor shall require each of its Subcontractors, in any written agreements with its Subcontractor, to add the foregoing Additional Insureds on a Primary and Non-Contributory basis for all Required Insurance (other than Workers’ Compensation, Employer’s Liability and Umbrella (Excess) Liability Insurance policies). Seller or Contractor shall provide proof of additional insured status through ISO endorsement CG 2010 11 85 or an equivalent endorsement acceptable to RSMP; provided, however, that if endorsement CG 2010 11 85 is not available, then GC 20-37 07 04 shall also be required.

Required Insurance shall be written on an occurrence basis and maintained without interruption from the date of commencement of the Work until the date of final payment or such longer period for which any Required Insurance is required to be maintained under the Contract.

General Liability coverage is to remain in place for one (2) years after the Certificate of

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Occupancy is issued by the New York State Education Department.

Each of the policies or binders evidencing the Required Insurance shall:

(i) provide that there shall be no recourse against the Additional Insureds for the payment of premiums or commissions or (if such policies or binders provide for the payment thereof) additional premiums or assessments;

(ii) provide that in respect of the interests of the Additional Insureds in such policies, the insurance shall not be invalidated by any action or inaction of the Additional Insureds and shall insure the Additional Insureds regardless of, and any losses shall be payable notwithstanding, any such action or inaction;

(iii) provide that such insurance shall be primary insurance without any right of contribution from any other insurance carried by or provided to the Additional Insureds to the extent that such other insurance provides any Additional Insured with contingent and/or excess liability insurance with respect to its interest as such in the facility;

(iv) provide that if the insurers cancel such insurance for any reason whatsoever, including the insured's failure to pay any accrued premium, or the same is allowed to lapse or expire, or there be any reduction in amount, or any material change is made in the coverage, such cancellation, lapse, expiration, reduction or change shall not be effective as to the Additional Insureds until at least thirty (30) days after receipt by the Additional Insureds of written notice by such insurers of such cancellation, lapse, expiration, reduction or change; and

(v) waive any right of subrogation of the insurers thereunder against any person insured under such policy and waive any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under such policy.

Prior to the commencement of any Work (and at such other times as Owner may request), Seller or Contractor shall deliver or cause to be delivered to Project Manager duplicate copies of insurance policies, with all endorsements or exclusions, that are obtained by Seller or Contractor hereunder, and/or binders evidencing compliance with the insurance requirements set forth herein. In addition, Seller or Contractor shall provide the Owner, through the Project Manager, with copies of CG2010 and CG2037 and of any endorsements subsequently issued amending coverage or limits. If any change shall be made in any such insurance, a description and written notice of such change shall be furnished to the Owner thirty (30) days in advance of such change. At least thirty (30) days prior to the expiration of any insurance policy required hereunder, Seller or Contractor shall furnish Project Manager with evidence that such policy has been renewed or replaced or is no longer required hereunder. In the event Seller or Contractor fails to timely renew or pay any of the renewal premiums for any expiring Required Insurance policies, Owner shall have the right (but not the obligation) to (i) make such payments; and/or (ii) acquire replacement coverage, and thereafter set off the amount(s) or costs thereof against the next payment(s) coming due to Seller or Contractor under the Contract. Project Manager may withhold any payments due to Seller or Contractor from this Project unless certificates for current insurance are on file.

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The Required Insurance is as follows:

Workers' Compensation, New York State Disability and Employer's Liability Insurance:

Seller or Contractor shall maintain workers' compensation insurance and employer's liability insurance and such other forms of insurance which Seller or Contractor is required by law to provide covering loss resulting from injury, sickness, disability or death of the employees of Seller or Contractor. Seller or Contractor shall require each of its Subcontractors of any tier to maintain workers' compensation insurance, employer's liability insurance and such other forms of insurance which Subcontractor is required by law to provide covering loss resulting from injury, sickness, disability or death of the employees of Subcontractor. Seller or Contractor must maintain proof that each Subcontractor performing work under this Contract secured and maintains such coverage.

Commercial General Liability (including Products & Completed Operations, Personal Liability, and damages to rented premises on a per project basis): Seller or Contractor shall maintain commercial public general liability insurance with coverage amounts of no less than the following:

Seller or Contractor required minimum policy limits:

\$1,000,000 per occurrence / \$2,000,000 general aggregate (per project)
\$1,000,000 per occurrence / \$2,000,000 Products & Completed Operations Aggregate
\$1,000,000 per occurrence for personal liability
\$50,000 Fire Damage Legal Liability
\$5,000 Medical Expense Limit

- a. Coverage must include but shall not be limited to: premises/operations; explosion, collapse; products and completed operations; contractual liability; independent Seller or Contractors; broad form property damage; personal injury; and elevators.
- b. Products and Complete Operations Aggregate shall be maintained for a period of two years after final acceptance of Owner.
- c. The General Aggregate must apply on a per project basis.
- d. Coverage must be written on CG0001 form or its equivalent and must not contain any endorsements reducing or excluding coverage for contractual liability or injuries to employees or independent Seller or Contractors.
- e. No coverage exclusion or limitation for work performed on your behalf by a Subcontractor.
- f. Coverage must include ISO CG 00 01 12 07 Contractual Liability coverage or its equivalent, with no exclusion or limitation to the Separation of Insureds clause contained in Section V – Commercial General Liability policy conditions.
- g. Coverage must contain a waiver of subrogation in favor of the Additional Insureds.

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Automobile Insurance:

Seller or Contractor shall maintain Comprehensive Automobile Liability Insurance on owned, hired, or non-owned vehicle in amounts not less than \$1,000,000 Combined Single Limit each occurrence.

Umbrella (Excess) Liability: Seller or Contractor shall maintain Umbrella or Excess Liability Insurance, providing coverage in excess of the amounts covered by the Comprehensive General Liability, Automobile Liability, Employer's Liability policies, with limits of not less than \$2,000,000 per occurrence and \$2,000,000 aggregate (per project). Self-Insured retention limit is \$10,000 per occurrence. Seller or Contractor acknowledges that it shall provide Umbrella Liability coverage on behalf of the Additional Insureds, that such insurance shall be as broad as that provided for the named insured Seller or Contractor, and that such insurance shall be primary and noncontributory and will be subject to vertical exhaustion before any other primary, umbrella or any other insurance obtained by the Additional Insureds will be triggered.

Seller or Contractor's Contingent Liability: Seller or Contractor shall procure and maintain such insurance as will protect Seller or Contractor from its contingent liability for damages and for injury to the person or property of another which may arise from the operations of all Subcontractors under this Contract.

Seller or Contractor's and Employee's Equipment: Seller or Contractor assumes responsibility for all injury or destruction of Seller or Contractor's materials, tools, machinery, equipment, appliances, and personal property of Seller or Contractor's employees, from whatever causes. Any policy of insurance secured by Seller or Contractor or any Subcontractor and insuring Seller or Contractor or any Subcontractor against physical loss or damage to such property shall include an endorsement waiving the right of subrogation against Owner for any loss or damage to such property.

Subcontractors: Seller or Contractor shall include all Subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the certificates of insurance provided by each Subcontractor. Subcontractors shall be subject to all of the requirements stated herein, except as those requirements are modified below:

Workers' Compensation and Employer's Liability:	Statutory
Commercial General Liability:	General Aggregate: \$2,000,000 (per project); Products/Completed Operations Aggregate \$2,000,000; and each occurrence \$1,000,000 per claim.
Business Automobile Liability	\$1,000,000 Combined Single Limit each occurrence
Umbrella Liability:	In excess of Employer's Liability, Commercial General Liability and Automobile Liability with limits

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of \$2,000,000 per occurrence and in the aggregate.

Seller or Contractor shall require each of its Subcontractors to name the Additional Insureds as additional insureds on a primary noncontributory basis on all insurance policies required of such Subcontractor. Owner or Project Manager reserves the right to request copies of Subcontractors' certificates of insurance at any time. If Seller or Contractor does not verify Subcontractors' insurance as described above, Owner has the right to withhold payments to Seller or Contractor until the requirements have been met. Seller or Contractor shall require that its Subcontractors of any tier waive any right of subrogation of the insurers thereunder against the Additional Insureds, and waive any right of the insurers to any setoff or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of the Additional Insureds.

Builder's Risk Insurance: Owner has purchased and shall maintain during the performance of the Work property insurance written on a builder's risk "all risk" or equivalent policy form. This insurance includes the interests of Owner, Contractor and Subcontractors of any tier on the Project. If the Builder's Risk Insurance policy requires a deductible, the Contractor shall pay any costs not covered because of the deductible. Owner shall not be obligated to pay the costs not covered because of the insurance deductibles.

Indemnity for Failure to Comply with Insurance Requirements: To the fullest extent permitted by law, Seller or Contractor agrees to fully defend, indemnify and hold harmless Owner and the other Additional Insureds from and against any and all claims, losses, expenses, costs, liabilities and damages of any nature whatsoever, including reasonable attorney's fees actually incurred, arising out of and/or relating to any failure of Seller or Contractor to obtain, furnish and maintain as required herein insurance complying with the provisions of this Section or any other failure of Seller or Contractor to comply with the provisions of this Section.

ARTICLE 18A: Bonding

The successful Bidder shall furnish bonds covering the faithful performance of the Contract ("Performance Bond") and the prompt payment of moneys that are due to all persons furnishing labor and materials under the Contract ("Labor and Material Payment Bond"). The Performance Bond and Labor and Material Payment Bond ("Bonds") must conform to New York State law and be delivered prior to commencing Work. Copies of the Bonds shall be kept by Owner at its offices and open to public inspection.

(a) Simultaneously with delivery of a signed Purchase Order, Seller must deliver to Owner an executed bond in the amount of one hundred percent (100%) of the accepted Bid as security for the faithful performance of the Contract, prepared in a form acceptable to Owner and having a surety company thereof that is authorized to transact business in New York State.

(b) Simultaneously with delivery of a signed Purchase Order, Seller must deliver to Owner an executed bond in the amount of one hundred percent (100%) of the accepted bid as security for the payment of all persons performing labor or furnishing materials in connection

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therewith, prepared in a form acceptable to Owner and having a surety company thereof that is authorized to transact business in New York State.

(c) Attorneys in fact who sign Bid Bonds or Payment and Performance Bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

ARTICLE 19. Changes in the Work

19.1 Owner, without invalidating the Contract may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with Contract Sum and the Contract Time to be adjusted accordingly. All such changes in the Work shall be authorized by written Purchase Order issued by the Program Manager, and shall be performed in accordance with the Contract Documents. Upon receipt of the written Purchase Order, Seller shall promptly proceed with the Work involved.

19.2 Except as permitted in Article 17, the Contract Sum and the Contract Time may be changed only by written Purchase Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work shall be the basis of any claim under this Contract or in equity to an increase the Contract Sum or change the Contract Time.

19.3 Any increase or decrease to the Contract Sum resulting from a change in the Work shall be determined in one or more of the following methods as deemed applicable by the Program Manager to a specific change:

19.3.1 by mutual acceptance of a lump sum, properly substantiated and itemized;

19.3.2 by unit prices stated in the Contract or offered by Seller, if required by Program Manager, and if accepted by Owner;

19.3.3 by the sum of the following in the order stated:

- (i) actual and reasonable out-of-pocket cost of additional material;
- (ii) actual and reasonable out-of-pocket cost of additional labor;
- (iii) an amount for overhead and profit for Seller and its Subcontractors equal in the aggregate to fifteen percent (15%) of the actual and reasonable out-of-pocket cost base wages and material, and
- (iv) actual and reasonable additional out-of-pocket employee benefits, insurances, welfare, taxes and other fringes, where applicable.

19.4 If Seller objects to the method of determining the increase or decrease of the Contract Sum deemed applicable by the Program Manager, Seller shall nonetheless promptly proceed with the additional, revised, or deleted Work as instructed by Program Manager. The change in

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Contract Sum shall be resolved by the parties by mutual agreement or in accordance with the Dispute Resolution procedures set forth herein.

19.5 If Seller claims an increase in the Contract Sum or an extension in the completion time requirements by reason of a change in the Work, Seller shall give the Program Manager written notice within ten (10) days after Seller's knowledge of the occurrence of the matter giving rise to such claim. No such claim shall be valid unless notice is given as aforesaid. Seller shall proceed to execute the Work, even though the increase or time extension has not been agreed upon.

19.6 The Program Manager shall have authority to order minor changes in the Work ("Field Orders") not involving an adjustment in the Contract Sum or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Field Orders shall be issued in writing and binding on Owner and Seller. Upon receipt of a Field Order, Seller shall promptly proceed with the Work involved. Seller waives all claims to adjustment in Contract Sum or Contract Time relating to Field Orders unless it submits a written request for a Change Order to Project Manager within three (3) days' receipt of a Field Order.

ARTICLE 20. Termination and Suspension

20.1 Owner may terminate the Contract upon three days written notice to Seller if Seller:

- 20.1.1** persistently fails to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to execute the design properly, failure to supply sufficient skilled workers or suitable materials or equipment, or failure to adhere to progress schedules established under the Contract Documents);
- 20.1.2** fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between Seller and the Subcontractors;
- 20.1.3** persistently disregards or fails to comply with Legal Requirements pertaining to the Work;
- 20.1.4** fails to furnish Owner, upon request, with assurance satisfactory to Owner evidencing Seller's ability to complete the Work in compliance with the requirements of the Contract Documents;
- 20.1.5** breaches any warranty made by Seller to Owner under or pursuant to the Contract Documents; or
- 20.1.6** otherwise is guilty of material breach of the Contract Documents.

When any of the above reasons exist, Owner may without prejudice to any other rights or remedies of Owner and after giving Seller three days' written notice, terminate the Contract and may, subject to any prior rights of the Surety:

- (a) take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Sellers;

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- (b) accept assignment of subcontractors;
- (c) finish the Work by whatever reasonable method Owner may deem expedient.

20.2 Termination of suspension of Contract for convenience of Owner:

20.2.1 Owner may, at any time, suspend or terminate the Contract for the Owner's convenience and without cause upon seven days' notice to Seller, provided that Seller may terminate the Contract if any suspension by Owner continues for greater than sixty (60) consecutive days.

20.2.2 Upon receipt of written notice from Owner of such suspension or termination for Owner's convenience, Seller shall:

1. Cease operations as directed by Owner in the notice (and resume upon written notice in the event of suspension);
2. Take actions necessary, or that Owner may direct, for the protection and preservation of the Work;
3. Except for Work directed to be performed prior to the effective date of termination or suspension stated in the notice, terminate or suspend all existing Subcontractors and enter into no further subcontracts or purchases.

20.2.3 In case of termination for Owner's convenience, Seller shall be entitled to receive payment for Work executed, and actual costs incurred by reason of such termination for which Seller is not otherwise compensated. Seller shall not be entitled to any claim or claim against Owner for any additional compensation or damages in the event of such termination.

20.3 When the Owner terminates the Contract for one of the reasons stated in Paragraph 20.1, the Seller shall not be entitled to receive further payment. If the direct, indirect, and consequential costs of finishing the Work (including, but not limiting to fees and charges of engineers, attorneys and other professionals and court costs) exceed the unpaid balance, Seller shall pay the difference to Owner. This obligation for payment shall survive termination of the Contract.

ARTICLE 21. No Waiver

21.1 No action or failure to act by the Owner or Seller shall constitute a waiver of a right or duty afforded them under the Contract, nor such action or failure to act constitute approval of acquiescence in a breach thereof, except as may be specifically agreed in writing.

21.2 The Contract may not be amended, or any term or provision thereof waived, except in writing signed by the parties. Without limitation, no term or provision of the Contract may be amended or waived by the conduct of the parties.

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ARTICLE 22. Rights and Remedies

Except as expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

ARTICLE 23. Applicable Law

The Contract shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to its conflict of laws rules.

ARTICLE 24. Dispute Resolution

24.1 Any claims or disputes by Seller regarding or relating to any provision of this Contract must be made by written notice to Owner within seven (7) days after the occurrence giving rise thereto, or within 7 days after Seller first recognizes or should have recognized the condition giving rise thereto, whichever is later. The Program Manager shall review the claim and render an initial decision within ten (10) days of submission by Seller, or within ten days after submission by the parties of any supporting documentation requested in connection therewith.

24.2 Pending final resolution of a claim or dispute, except as otherwise agreed in writing or upon termination or suspension of the Contract as provided for herein, Seller shall proceed diligently with its Work and Owner shall make payments in accordance with the Contract Documents. Program Manager will issue a decision and execute the appropriate Change Order, if necessary.

24.3 If either party disagrees with the decision reached by the Program Manager with respect to any given claim, the parties may by mutual assent agree to attend a non-binding mediated settlement conference before a neutral of their mutual selection, with each party contributing 50% of the neutral's fee. Absent agreement to conduct mediation or in the event that mediation fails to settle the Claim or dispute, either party may upon ten (10) days written notice to the other party commence an action in a court of appropriate jurisdiction. The parties agree that venue for such mediation or for litigation of claims or disputes arising under this Contract shall be in the City of Rochester, County of Monroe, State of New York or in the U.S. District Court for the Western District of New York, as appropriate.

ARTICLE 25. Non-Assignment

Neither this Contract nor any payment hereunder is assignable or transferable by Seller without Owner's prior written approval. Any attempted assignment in violation of the Article is null and void.

ARTICLE 26. Contract Beneficiaries

Owner shall be considered a third-party beneficiary to all subcontracts or purchase orders entered into between Seller and its Subcontractors relating to the Work. However, no contract or agreement entered into between Owner and any other party, including without limit the

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Program Manager, Construction Manager(s), or Architect(s)/Engineer(s) is intended to create any third-party beneficiary rights in favor of Seller or its Subcontractors.

ARTICLE 27. Required Terms

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

ARTICLE 28. Integration

The Contract, consisting of all Contract Documents, represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, except as otherwise expressly referenced herein. The Contract may be amended or modified only by a written agreement signed by the parties. The Contract Documents shall not be construed to create any contractual relationship between the Owner and any Subcontractor.

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SECTION 01 10 00: SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General Conditions of the Contract for Construction, Division 00 and Division 01 Specifications sections as applicable, apply to Work of this section.
- B. Wage Rates. Davis Bacon Wage Determination updated at the time of award. Post-award changes to published New York State Prevailing Wage Rate or Davis Bacon Wage Rate shall not constitute basis for Contract Sum increase.
- C. Milestone Schedule as indicated in Section 1.8

1.2 DESCRIPTION OF WORK

- A. The Supplier / Kitchen Equipment Contractor shall submit lump sum information prices in Bid Form Section 00 41 16. The Kitchen Equipment Contractor shall attend meetings and comply fully with the detailed specifications and drawings that are part of this Contract.
- B. The Work includes all labor, materials, equipment and transportation necessary to complete the project as specified and as indicated in the Contract Documents:
 - 1. The Supplier / Kitchen Equipment Contractor (“Contractor”) will move equipment into the school and uncrate.
 - 2. The Contractor will erect and configure equipment.
 - 3. The Contractor remove any debris for disposal or recycling.
 - 4. The Contractor will provide Rochester School District with preferred Rochester School District contractors for start-up and commissioning.
 - 5. The Contractor will provide all equipment necessary to move, erect, and set-up equipment.
 - 6. The General Trades Contractor will coordinate installation of equipment by other primes (Mechanical, Electrical, Plumbing) as required, including:
 - a. Installation of cooling lines and refrigeration plumbing using the refrigeration company preferred by the Rochester School District. See Section 11 41 00.
 - b. Integration of new equipment to the Fire Protection System and Building Control System. See Section 11 41 00.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Information:

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

1. **Projects Locations:** School 4, School 6, School 10:

- a. George Mather Forbes School 4
198 Dr Samuel McCree Way
Rochester, NY 14611
- b. Dag Hammarskjold School 6
595 Upper Falls Blvd
Rochester, NY 14605
- c. Dr. Walter Cooper Academy School 10
353 Congress Ave
Rochester, NY 14619

2. **Description:** The projects consist of providing kitchen equipment to School 4, School 6, and School 10.

3. **Owner Identification:** Rochester Joint Schools Construction Board (RJSCB) (herein, "Owner") or its designee. Owner is agent for the Rochester City School District (RCSD) and City of Rochester for purposes of the Rochester School Modernization Program (RSMP).

4. **Program Manager Identification:** The Owner has engaged Savin Engineers P.C., in partnership with Gilbane Building Company, as Program Manager for this Project, to serve as an advisor to Owner and to provide assistance in administering the Contracts for Design and Construction between Owner and each Consultant/Contractor, according to a separate contract between Owner and Program Manager.

5. **Construction Manager Identification:** Per the Project. The particular Construction Manager designated by contract with the Owner for that particular Project site shall serve as the Contractor's primary contact for, and Owner's authorized agent of, the Project with regard to that site, to serve as an advisor to Owner and the Program Manager and provide assistance in administering the Contract.

6. **Architect/Engineer Identification:** Per the Project.

- B. Contract Documents prepared by schools' respective Architects.
- C. Protection of existing utilities under the existing structures and site is considered part of this Work scope.
- D. Work on the project, outside of that of the Kitchen Equipment Contractor (Contractor), will be constructed under a Multiple Prime Contracts.
- E. Prime Contracts are separate contracts between the Owner and a contractor, representing significant construction activities. Prime Contracts for the projects that will interface with the Kitchen Equipment Contractor include:
 1. General Trades Contract
 2. Plumbing Contract

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3. Mechanical Contract

4. Electrical Contract

1.4 CONTRACT METHOD

- A. Labor by the Kitchen Equipment Contractor to be performed on a Time-and-Materials (T&M) basis, within a Not-to-Exceed limit.

1.5 SECURITY REQUIREMENTS

- A. Work zones and material / equipment staging zones shall remain locked at all times, except when a Worker is present to prevent unauthorized entry.
- B. All Workers shall be required to wear photo identification badges at all times. The Construction Manager will issue security badges to each Worker prior to the Worker entering the project site.
- C. Contractor is reminded that all Workers will be required to act in a manner consistent with a school environment. Contractor will be responsible to ensure that all Workers act appropriately. Any individual acting in a manner not acceptable to any school representative, the Owner or Construction Manager, will be directed to surrender his/her badge and to leave the premises immediately. The offending individual will be prohibited from future Work on this Project.
- D. The City of Rochester Police Department reserves the right to inspect any packages or deliveries throughout the course of the Project.
- E. The City of Rochester Police Department, at their discretion, reserves the right to inspect the Work areas.

1.6 PROTECTION OF NEW AND EXISTING WORK

- A. The Contractor shall be wholly responsible for the protection of their finish Work as well as that of others. Following completion of erection of the Kitchen Equipment, the Construction Manager will be responsible for transferring “ownership” to the General Trades Contractor.
- B. All finished surfaces shall be protected if there is any possibility of damage resulting from the Work. This includes protection of the jambs and soffits of all openings used as passageways, or through which materials will be handled.
- C. All finished surfaces, including factory finished surfaces, shall be clean and not marked upon delivery to the project. The Supplier and any Contractors shall, without extra compensation, refinish and/or replace all damaged surfaces to the satisfaction of the Architect/Engineer.
- D. The Contractor shall be responsible for the protection of all existing finished surfaces, i.e., walls, doors, window and door frames, casework, jambs, soffits, etc., called out to remain. The Contractors shall, without extra compensation, refinish and /or replace all existing surfaces damaged during construction to the satisfaction of the Architect/Engineer.

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- E. Prior to any materials being stored on finished floor surfaces, Contractor shall obtain approval from the Construction Manager. If required, the Contractor shall install a protective barrier over these finished surfaces. Wheelbarrow, carts, dollies, etc., if used in such areas, shall be non-marking rubber tires.
- F. Where activity must take place in order to carry out the Work of the Contract, Contractor shall provide the Construction Manager with a protection plan, including but not limited to the following:
 - 1. The type of Work to be performed.
 - 2. The area where the Work will be performed.
 - 3. Traffic patterns to be used for access/egress to/from the Work area.
 - 4. Material and methods to be used as protection.
- G. The plan shall be submitted to the Construction Manager no less than two (2) weeks prior to performing the Work to allow time for review of the plan.
- H. Under no condition shall any Work take place in these areas without the Construction Manager's prior authorization. Damage to the aforementioned surfaces shall be repaired at the expense of the Contractor who is deemed responsible for such damage, in the sole judgment of the Construction Manager.

1.7 SCOPE OF WORK – ALL CONTRACTS

The Contractor shall provide all labor, material, plant, tools, equipment, and supervision, including safety supervision, related to or necessarily involved with the performance of the Work, as defined in this section, as indicated on any drawing in the Enumeration of Contract Documents, and as described in the following:

- 1. Change Order Requests
 - a. The Kitchen Equipment Contractor and any Sub-contractors are required to submit labor rate breakdown sheets within 10 days of contract award. No cost proposals for change orders will be reviewed unless submitted on these forms.
- 2. Safety
 - a. First-Aid Equipment:
 - 1) Each Contractor shall provide OSHA-compliant first-aid kits for use by their employees and any lower tier Contractor's employees.
 - b. Protection of Adjacent Property:
 - 1) Each Contractor shall prevent any damage to surrounding property and if any damage occurs the Contractor that caused the damage shall provide all necessary repairs immediately upon notification by the Construction Manager.

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- c. Ladders: Each Contractor shall provide sufficient ladders as required to enable their employees to access the Work. No wooden, metal or “job built” ladders are permitted on this project. Fiberglass ladders will be the only type of ladder allowed to be used on site. The Contractor providing the ladders shall be fully responsible for OSHA compliance of the ladders. Contractors/Sub-contractors that are working off a ladder at a height of ten feet or greater shall be required to utilize a self-retracting lanyard.
 - d. Hoisting – Contractors shall be responsible for all hoisting as required for the Work of their Contract.
 - e. A 3rd party (non-hydraulic crane) inspection is required to be performed by the Contractors/Subcontractors and/or Owner/Operator after crane assembly at the cost of the Contractor/Subcontractors and/or Owner/Operator. 3rd party inspectors are required on any/all cranes involved in an accident, incident or near miss caused by human error or mechanical failure at the cost of the Contractor/Subcontractor owning, operating, renting or leasing the crane at the time of the aforementioned incident
 - f. Safety Signage is provided by the General Trades Contractor.
3. Construction Waste Management and disposal of kitchen equipment packing items is the responsibility of the Kitchen Equipment Contractor.
 4. Final Cleaning is provided by the General Trade Contractor. Kitchen Equipment Contractor to leave Work area in a broom-clean condition.
 5. Closeout Procedures and as further clarified:
 - 1) Contractor is required to turn in O&M, warranties, guarantees, as - built drawings, training sign-in sheets and test reports (as per Contract) within fifteen (15) Working days of substantial completion or the Construction Manager reserves the right to refuse to review pencil copies and withhold payment. In addition to the 3 Ring Binders, these closeout documents are to be submitted electronically.
 - 2) Any original deficiency list or punch list distributed by the Construction Manager or the Architect must be returned showing completion of each item within 15 Working days of receipt of such list. Any deficiency or punch list re-distributed due to incompleteness or not done to owner’s satisfaction must be corrected and returned within 10 Working days or the Construction Manager reserves the right to refuse to review pencil copies and withhold payment.
 6. Project Record Documentation
 - 1) Record Drawings
 - a. Each Contractor shall submit Project Record Documents to the Construction Manager for review at 90% completion for interim

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approval. Contractors whose Project Record Documents are not maintained in accordance with good practice may have their monthly progress payments withheld until such time as the record documents are brought into conformance.

1.8 WORK SEQUENCE

- A. The Work will be conducted in accordance with the approved and coordinated project schedule prepared by the Construction Manager from the Schedules submitted to the Construction Manager by each Prime Contractor involved in the process. Any additional costs for overtime, shift Work and/or additional manpower, required to maintain these milestones, will be at the Kitchen Equipment Contractor's expense.

Schools 4, 6, and 10 – Anticipated:

Notice to Proceed: August 7, 2018

Mobilize on Site: June 2019

Construction Start: June 2019

Substantial Completion: August 2019

Final Completion: August 2019

1.9 CONTRACTOR'S USE OF PREMISES

- A. Coordinate use of the premises under the direction of the Construction Manager:
1. Use of the site: Limit the use of the premises to Work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which Work is indicated. Each Contractor's use of premises is limited only by Owner's right to perform Work or to retain other contractors on portions of Project.
 2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the other contractors and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment in-site.

1.10 OWNER OCCUPANCY

- A. The Owner will not occupy the buildings during construction.

1.11 WORK UNDER OTHER CONTRACTS

- A. Separate Contract: Owner will award separate contracts for performance of certain construction operations at Project site. Those operations will be conducted simultaneously with Work under this Contract.
- B. Cooperate fully with separate contractors so Work on those contracts may be carried out smoothly, without interfering with or delaying Work under this Contract.

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1.12 PRODUCTS ORDERED IN ADVANCE

- A. Not Applicable

1.13 OWNER FURNISHED PRODUCTS

- A. Not Applicable

1.14 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the CSI/CSC's "Master Format" numbering system.

- 1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meanings of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

- 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred, as the sense requires. Singular words shall be interpreted as plural and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.

- 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

- a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

END OF SECTION 01 10 00

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11 40 00: FOOD SERVICE EQUIPMENT

PART 1 – GENERAL

1.1 Summary

- A. This section includes equipment required for Two (2) Rochester City Schools involved with the Rochester Schools Modernization Program – Phase 2c; School No. 4 – George Mather Forbes, and School No. 6 Dag Hammarskjold
- B. The listed drawings relate to these facilities and indicate the equipment to be supplied under this specification. All drawings noted become part of the specification / construction package for the Schools listed.
- C. Drawings: School No. 4, George Mather Forbes
- | | |
|--------|----------------------------------------------------|
| QF-000 | Cover Sheet |
| QF-100 | Basement – Overall Plan |
| QF-101 | First Floor – Overall Plan |
| QF-102 | Basement – Enlarged Plan & List |
| QF-103 | Basement – Reflected Ceiling Plan |
| QF-104 | First Floor – Enlarged Plan & List |
| QF-105 | MEP Schedule |
| QF-200 | Basement – Special Conditions Plan |
| QF-201 | Basement – Wall Protection Plan |
| QF-202 | First Floor – Special Conditions Plan |
| QF-203 | Basement – Mechanical & Plumbing Connection Points |
| QF-204 | Basement – Electrical Connection Points |
| QF-205 | First Floor – Electrical Connection Points |
| QF-300 | Elevations |
| QF-301 | Elevations & Isometric Views |
| QF-400 | Exhaust Hood Details |
| QF-500 | Standard Details and Sections |
| QF-501 | Standard Details and Sections |
| QF-502 | Standard Details |
- D. Drawings: School No. 6, Dag Hammarskjold
- | | |
|--------|------------------------------------------------------|
| QF-000 | Cover Sheet |
| QF-100 | First Floor – Overall Plan |
| QF-101 | First Floor – Equipment Layout and List |
| QF-102 | First Floor – Reflected Ceiling Plan |
| QF-103 | Cafeteria Roof – Equipment Layout and List |
| QF-104 | MEP Schedule |
| QF-200 | First Floor – Special Conditions and Wall Protection |
| QF-201 | Cafeteria Roof – Special Conditions |
| QF-202 | First Floor Connection Points |
| QF-203 | Cafeteria Roof – Connection Points |

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QF-300	Elevations
QF-400	Exhaust Hood Details
QF-500	Standard Details and Sections
QF-501	Standard Details and Sections
QF-502	Standard Detail

- E. Drawings: School No. 10, Dr. Walter Cooper
- | | |
|---------|-----------------------------------------------------------|
| QF-1000 | Cover Sheet |
| QF-1100 | First Floor – Overall Plan |
| QF-1101 | First Floor – Existing Equipment Plan and List |
| QF-1102 | First Floor – Enlarged Equipment Plan and List |
| QF-1130 | First Floor – Reflected Ceiling Plan |
| QF-1160 | First Floor – Enlarged Roof Plan and List |
| QF-1200 | MEP Schedule |
| QF-1300 | First Floor – Special Conditions and Wall Protection Plan |
| QF-1301 | First Floor Roof – Special Conditions Plan |
| QF-1302 | First Floor Connection Point Plans |
| QF-1303 | First Floor Connection Point Plans |
| QF-1400 | Standard Detail & Sections |
| QF-1401 | Standard Detail & Sections |
| QF-1402 | Standard Detail |
| QF-1505 | Elevations & Isometric Views |
| QF-1600 | Exhaust Hood Details |
- F. The Owners General Purchasing requirements pertain to and are to be followed in relationship to the information contained in this Specification.
- G. All Architectural General Construction Documents are a primary reference for this package and are to be consulted for bidding purposes. This contractor will be required to coordinate with all Architectural Construction Documents and equipment outlined in this package.
- H. The Architectural General Construction Mechanical Sections for service rough-ins; drain traps; atmospheric vents; valves, pipes and fittings; and other materials required for final connections to foodservice equipment are to be referenced. Mechanical Sections are responsible for all final connections to the foodservice equipment with the exception of walk-in cooler / freezer refrigeration packages. See exception below.
1. General Construction Mechanical Section – work is to include installation of miscellaneous mechanical/plumbing components supplied with the Foodservice equipment to include but not limited to: sink faucets and drains and interconnections between specific equipment.
 2. **Exception:** Walk-in refrigeration package installation is to be completed by the Kitchen Equipment Contractor, and includes: Delivery, set-in place all walk-in refrigeration components including compressors, installation of

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all refrigeration piping and control wiring, installation of all evaporator coil drain lines, drain line heater wire and insulation

3. Installation of Exhaust Hood is to be completed by Kitchen Contractor, and includes installation of; remote thermostat, remote control pad and all secondary components supplied with the Hood and Fire Suppression system ready for final building service connection by respective trades. Coordination is required with Building Alarm Contractor and Mechanical Contractor on site.
- I. Architectural General Construction Electrical Section for service rough-ins; wiring, disconnect switches and other electrical materials required for final connections to foodservice equipment. Electrical Section is responsible for all final connections to the foodservice equipment.
 1. General Construction Electrical work is to include installation of miscellaneous electrical components supplied with the Foodservice equipment to include but not limited to: control switches and interconnections between specific equipment.
 2. The Kitchen Equipment Contractor is to coordinate the final service connections to the refrigeration package, compressors and evaporator coil. The Kitchen Equipment Contractor is responsible for all components and control wiring and have ready for final connection by the General Electrical Contractor.
 3. Installation of Exhaust Hood is to be completed by Kitchen Equipment Contractor, and includes installation of; remote thermostat, remote control pad and all secondary components supplied with the Hood and Fire Suppression system ready for final building service connection by respective trades. Coordination is required with Building Alarm Contractor and Mechanical Contractor on site.
 - J. Food Service Equipment, Division 11 40 00 work to include – Kitchen Equipment Contractor is to furnishing all materials, components, labor, storage, transportation, delivery, uncrating, setting in place, assembly and removal from site all packing materials for equipment included within this section and related to the foodservice project.
 1. Work to include all components necessary for complete set in place and final connections of equipment as outlined and to include but not limited to; bolts, hangers, bracket, cut-outs in equipment as necessary for electric, plumbing or other utility connections.

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2. Note all work included as outlined in each item below. Kitchen Equipment Contractor will be responsible for coordination with other contractors and contracts involved, for a complete installation.
3. The Kitchen Equipment Contractor is to coordinate with General Contractor on site all building special conditions required for installation of the food service equipment. To include, but not limited to: wall blocking, floor recess at walk-in cooler / freezer for a flush and level transition between finished kitchen floor and box interior.

1.2 QUALITY ASSURANCE

- A. Installation work contained in this Section shall be monitored by and executed by trade specialist competent and containing a minimum of ten (10) years experienced in the supply and installation of foodservice equipment.
- B. The Kitchen Equipment Contractor is to have manufacturer's authorization to purchase, distribute and install all items specified.
- C. Work contained in this Section shall be executed and monitored by competent personnel, experienced and contains the plant, personnel and engineering facilities to properly complete the fabrication of foodservice equipment.
- D. All equipment and components supplied from a Foodservice Distributor or Manufacturer shall be the latest model and shall be new and unused.
- E. NSF Standards: Provide equipment that bears NSF Certification Mark or UL Classification Mark certifying compliance with applicable NSF/ANSI standards.
- F. UL Certification: Provide electrical and fuel-burning equipment and components that are evaluated by UL for fire, electric shock, and casualty hazards according to applicable safety standards and that are UL certified for compliance and labeled for intended use.
- G. Refrigerants used on this project shall conform to the 1995 Montreal Protocol Agreement, Energy Independence Security Act of 2007 and related revisions and amendments, no CFC refrigerants shall be used.
- H. After installation of the walk-in cooler / freezer boxes and refrigeration systems, the Kitchen Equipment Contractor is to contract with the City of Rochester School District Food Service Department's authorized Refrigeration Service Agent for a final installation check and start-up of the systems. A letter stating that all components have been installed and are in working order is to be completed by the Kitchen Equipment Contractor and signed by both the Departments authorized Refrigeration Service Agent at the completion of the installation.

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- I. A certified Refrigeration Mechanic is required to install, repair or perform related work on refrigeration systems.
- J. Regulatory Requirements: Install equipment to comply with the following:
 - 1. ASHRAE 15. "Safety Code for Mechanical Refrigeration."
 - 2. NFPA 54, "National Fuel Gas Code."
 - 3. NFPA70, "National Electrical Code."
 - 4. NFPA 96, "Ventilation Control and Fire Protection of Commercial Cooking Operations."
 - 5. Energy Independence Security Act of 2007
 - 6. "U.S Safe Drinking Water Act": Amended legislation (2011) 0.25% allowable lead content
 - 7. Senate Bill 3874: The national bill that passes as "The Reduction of Lead in Drinking Water Act"
- K. Equipment is to be fabricated in accordance with the conditions of this bid and in compliance with the following agencies:
 - 1. ASHRAE American Society of Heating, Refrigeration and Air Conditioning Engineers
 - 2. ASME American Society of Mechanical Engineers
 - 3. ASTM American Society for Testing Materials
 - 4. AWI American Woodworking Institute
 - 5. AWS American Welding Society
 - 6. NEC National Electrical Code
 - 7. NFPSA National Fire Protection Association
 - 8. NSF International Standard / American National Standard
 - 9. USDA United States Department of Agriculture
 - 10. UL Underwriters Laboratory
 - 11. State Sanitary Code, Food Service Establishments

1.3 DISCREPANCIES

- A. Notify the Food Service Consultant or the Owner in writing where errors, omission or ambiguities are discovered between the Drawings and Specifications. Where a quantity discrepancy occurs between the drawing and specification the greater quantity shall be considered for bid purposes. Written clarification will be issued in the proper format to clarify issues as required.
- B. Model number, physical size or description discrepancies occurring between the written specification and manufacturer's product are to be brought to the attention of the Consultant by the Kitchen Equipment Contractor. Written clarification will be required to proceed.

1.4 SUBMITTALS

- A. Submittals require in accordance with the following guidelines:

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1. Manufacturer's Catalog information and technical data: Information is to be bound in book form and shall contain a cover sheet noting the name of the project and site location, Kitchen Equipment Contractor, Project Manager, General Contractor and date submitted. Catalog sheets are to be in numeric order and contain a type written coversheet listing the Item Number, Item Description, Manufacturer's Name, Model Number, Quantity, Accessories required, Finishes, Electrical and Mechanical connection information.
 2. Floor Plan Drawings, relating equipment location with architectural details. Submit $\frac{1}{4}'' = 1'-0''$ scale floor plan drawings locating all foodservice equipment within architecturally defined space. Show all required room details insuring minimum clearance and proper operation of equipment in accordance with the project intent. Include Equipment Schedule listing Item, Quantity and General Notes indicating relocated, existing or equipment supplied by other disciplines.
 3. Mechanical and Electrical service rough-in drawings. Submit separate $\frac{1}{4}'' = 1'-0''$ scale connection drawings for each of the listed disciplines, Mechanical and Electrical. Drawing to contain all required information for final connection of equipment in proper location. Drawing to include location dimensions from face of finished walls, ceiling and floors as well as interconnection requirements for complete installation.
 - a. Complete wiring diagrams are to be provided with the electrical drawings for (but not limited too) all: remote refrigeration connections for compressors and evaporator coils, exhaust hood energy systems and lighting, and ware washing systems including drain tempering kits.
 4. Architectural detail floor plan drawings. Submit separate $\frac{1}{2}'' = 1'-0''$ (minimum scale) drawings indicating architectural details required for a complete installation of the foodservice equipment. Information to include but not limited to; floor recesses, equipment curbs, wall/floor and ceiling penetrations, wall blocking and floor trough locations.
 5. Manufacturer's fabrication drawings. Submit Manufacturer's drawings where required to confirm design intent. Submissions are required for all custom fabricated stainless steel and millwork systems, including installation requirements and field connection. All drawings shall be completed in a scale larger than $\frac{1}{2}'' = 1'-0''$ and contain the manufacturers title block information including name, address and date drawn.
- B. Drawings prepared by the Foodservice Consultant depict general design intent only. It is the responsibility of the Kitchen Equipment Contractor to verify all specification information against the final Architectural package. Should

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discrepancies occur the Kitchen Equipment Contractor is to inform the Architect and Foodservice Consultant in writing of the discrepancy before proceeding.

- C. Kitchen Equipment Contractors use of the Architects or Foodservice Consultants AutoCAD base drawings for production of their submission drawings is not recommended. This approach eliminates the opportunity for a check and balance of information as shown in the design package. Should this practice be allowed, the following conditions apply:
1. The Kitchen Equipment Contractor assumes all cost associated to obtain the base drawings from the Architect of record.
 2. The Kitchen Equipment Contractor assumes all liability and responsibility for building and equipment accuracy depicted on the drawings, including: equipment blocks, dimensions, mechanical, electrical and HVAC information and clearances to building structure.
 3. The Kitchen Equipment Contractor assumes all liability and responsibility that the base drawings are the latest design by the Architect and Engineers and conform to the intent of the project.
 4. All submittals are to be on the Kitchen Equipment Contractors title block and contain all corporate information.
- D. Review of the submitted information is to be considered a general review only, and is not intended to serve as a final approval. Submission review does not relieve the Kitchen Equipment Contractor of the responsibility for errors in dimensions, building constraints or material and quantity changes as depicted in the overall project design intent.
- E. Kitchen Equipment Contractor is to review all Manufacturers information (including fabrication drawings) before submitting to the Contractor, Architect or Foodservice Consultant for their review. The Kitchen Equipment Contractor is to verify the content is complete, correct and has noted "As Reviewed" (with the reviewer name) before sending through the proper channels.
- F. The Foodservice Consultant will review all related submission documents once, and any requested resubmission documents once. If additional review is required or if the resubmitted information is not correct the Foodservice Consultant will correct all required information at a time and material cost to the Kitchen Equipment Contractor. It will be the responsibility of the Kitchen Equipment Contractor to then supply the equipment as per the corrected drawings.
- G. Samples are to be supplied for all finish material or fabrication methods requested in the specifications for review before proceeding with the manufacturing of the specific item.

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- H. Operation and maintenance date. Submit three (3) bound sets of manufacturer's operation and maintenance instructions for each item contained in the Foodservice Contract. Each set is to include a cover sheet noting the name of the project and site location, Foodservice Contractor, Project Manager, General Contractor and date submitted. Additional information is to be included on proceeding pages; local factory authorized Service Agency List per Manufacturer, including contact person, address and phone number; start / end date of warranty and all special warranties specified per Item.
- I. Project close out documents are to be maintained by the Kitchen Equipment Contractor during the course of the project for final submission as "as built" documents. Final documents are to include all design modifications that occurred during the construction relating to the foodservice equipment, along with all change order, addendum, manufacturer and model changes that occurred. This information is to be issued as per the Division 1 – General Requirement.

1.5 SUBSTITUTIONS

- A. A quality standard has been established through the items specified and shown on the related drawings. Should the Kitchen Equipment Contractor request substitution of the listed equipment manufacturer or type, the standard of the recommended substitution must meet or exceed the operational needs, workmanship and serviceability of the original item specified and be noted as an "equal" product.
- B. General Requirements, a written notification for request of substitution must be sent to the Owner and Foodservice Consultant prior to submission of a Bid. The request of substitution is to contain manufacturer information, model number and related equipment to show "as equal" to the specified equipment. Only after written approval from the Foodservice Consultant is substitution accepted on the project.
- C. If a substitution is approved through the proper channels, the Kitchen Equipment Contractor will be responsible for verifying that all utility services to the equipment match the construction package of the other trades. Should the utility service require changing given the substitution, then it will be at direct cost to the Kitchen Equipment Contractor.

1.6 PROJECT CONDITIONS

- A. It is the responsibility of the Kitchen Equipment Contractor to verify all field dimensions relating to equipment placement, fit and mechanical / electrical requirements.

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- B. Where field dimensions do not agree with the Foodservice Consultants layout and design intent, the Kitchen Equipment Contractor is required to notify the Architect of Record, the Owner and Consultant by means of a written format showing all dimensional discrepancies.
- C. The Kitchen Equipment Contractor is responsible to coordinate foodservice equipment layout and installation with other work, including lighting fixtures and utility service connections, and to work with other on site trades to insure proper installation of the foodservice equipment.
- D. Foodservice equipment is to be installed as per manufacturer recommendations, set plumb, level and anchored to the floor where required. All equipment is to be left ready for final mechanical / electrical connections by other trades.
- E. Equipment risers or materials that come in contact with building surfaces are to maintain a tight straight finish. All joints meeting building walls or other surfaces are to be sealed with clear silicone caulk. Allowance of ¼" gap will be acceptable only when a clear silicone caulk is applied. Gaps over ¼" will require 20 gauge type 304 stainless steel or material noted on deficiency reports to maintain a tight seal to building wall.

1.7 PERMITS

- A. The Kitchen Equipment Contractor is to obtain, pay for and have on site all required permits to complete work contained in this Section.

1.8 SCHEDULE

- A. It is the responsibility of the Kitchen Equipment Contractor to monitor project construction schedules and meet all required project delivery dates including but not limited to; submission packages, equipment delivery and setting in place, start-up and close-out documentation as established by the Architect, General Contractor, Owner or Foodservice Consultant.
- B. Where the Kitchen Equipment Contractor anticipates a delay in equipment shipment or delivery and installation, the Kitchen Equipment Contractor is to submit in writing to the Architect, Owner and Foodservice Consultant the estimated delivery / installation dates. It will be at the discretion of the Architect, Owner or Foodservice Consultant to request Manufacturer's documentation stating equipment order dates and production information.
- C. All extra charges resulting from special handling in order to meet the schedule will be paid by the Kitchen Equipment Contractor, if equipment orders were not placed within reasonable time by the Kitchen Equipment Contractor.

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- D. The Kitchen Equipment Contractor is to supply, in sufficient time, to other trades on site all equipment, information or components that will be installed under that trades contract, so as not to impede the work of the other trade.

1.9 DELIVERY OF EQUIPMENT

- A. The Kitchen Equipment Contractor shall receive, inspect and hold for delivery all equipment as contained in this specification.
- B. Coordinate delivery of equipment per the construction schedule and site progress as directed by the General Contractor, Architect or Owner.
- C. All equipment is to be installed at time of delivery, unless storage accommodations have been agreed upon in advance with the General Contractor, Architect and Owner. The Kitchen Equipment Contractor will be responsible for the quantity, condition and location of all equipment stored on site. Should damage occur to items while stored on site, it will be the responsibility of the Kitchen Equipment Contractor to replace said damaged equipment with new equipment.
- D. Equipment to be shipped directly to the job site must be received, inspected and moved either to storage on set in place by the Kitchen Equipment Contractor. No foodservice equipment listed in this Section is to be received and held by other parties or trades.
- E. The Kitchen Equipment Contractor is responsible to remove and properly dispose of all packing material, debris and trash related to their work.

1.10 PROTECTION AND CLEANING

- A. It is the responsibility of the Kitchen Equipment Contractor to cover, protect and secure equipment specified in this section and delivered to the project site during construction. Equipment damaged during construction due to the failure to cover and protect said equipment is to be repaired or replaced after inspection by the Foodservice Consultant and Architect.
- B. It is the responsibility of the Kitchen Equipment Contractor to verify quantities and obtain proper signatures on all paper work for equipment delivered to the project site during construction.
- C. The Kitchen Equipment Contractor is to install all miscellaneous parts, (i.e. refrigerator thermostat batteries, refrigerator pan slides, intermediate shelves, etc.) and wipe clean both inside and out including the removal of all grease, tape and manufacturers markings to all equipment prior to final inspection.

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- D. Test, adjust and start all equipment as per the manufacturer's recommendations and service agreements prior to final inspection by the Foodservice Consultant and Architect.

1.11 OPERATION / MAINTENANCE INSTRUCTION AND MANUALS

- A. The Kitchen Equipment Contractor is to schedule and have completed by Factory Authorized personal, operation and maintenance demonstrations for the Owner, Foodservice Staff and Maintenance Staff. A copy of the demonstration schedule is to be forwarded to the Foodservice Consultant prior to the demonstrations.
- B. The Kitchen Equipment Contractor is to have one (1) set of reviewed Owner Operation / Maintenance Manuals for the Owners use and record at time of demonstrations.
- C. Supply to the Owner three (3) sets of Owner Operation / Maintenance Manuals (See Section 1.4 SUBMITTALS, F) prior to the start-up and demonstration of foodservice equipment for final review.
- D. All equipment is to be started and checked out by factory authorized service personnel before turning over to the client.

1.12 WARRANTY

- A. The Kitchen Equipment Contractor shall warranty for two (2) years from the date of completion as issued by the Architect of Record all equipment and components against defects in assembly, installation and manufacturing. Coverage includes all labor and parts required to repair or replace faulty equipment at no cost to the Owner.
- B. All components or equipment that carries an additional warranty beyond two (2) years are to be noted in the Operational Manuals, with coverage extended for the length of warranty period. Repair and replacement of equipment will be at no additional cost to the Owner.
- C. All refrigeration systems and components are to include start-up and two (2) years parts and labor service warranty, with an additional four (4) year warranty on sealed portions of condensing units, including refrigeration loss.

PART 2 – PRODUCTS

2.1 SUMMARY

- A. Reference all Foodservice Drawings for design intent as related to the following equipment items.

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- B. Where the Item is noted as “Existing / Relocate” or “Existing / Relocate / Modify” review the written specifications in relationship to all Foodservice drawings and existing site conditions. It will be the responsibility of the Kitchen Equipment Contractor to follow the implied directions as noted for reuse of the existing equipment either in the current condition or as modified to meet the new design intent.
- C. Submit a cost breakdown in accordance with the attached documentation. An itemized (items outlined in the Equipment Schedule) AIA Document G703 will be required within 10 days after award of contract, submitted to the Owner and Foodservice Consultant.

2.2 MANUFACTURED FOOD SERVICE EQUIPMENT

- A. Assemble and install all manufactured equipment as per manufacturer’s instructions and requirements. Install all battery, and light bulbs for a complete installation that are not necessary included from factory.

2.3 MATERIALS

- A. Metal: shall be free of imperfections and conform to the following compositions:
 - 1. Stainless steel shall conform to ASTM A240 standard, type 304, 18-8 analysis, finish #4.
 - 2. Stainless steel tubing shall conform to ASTM standard, type 304, 18-8 analysis, 16 gauge, diameter as per Item Specification.
 - 3. Galvanized steel, ASTM, A653/A653M coating Designation No G165, minimized spangle, chemically treated. Cleaned, primed and painted with two coats of enamel finish
- B. Metal Gauges:
 - 1. Counter tops, back splashes, sink bowls and drain boards shall maintain 14 gauge Type 304 stainless steel
 - 2. All cabinet bodies, 18 gauge Type 304 stainless steel, unless otherwise noted in itemized equipment listing.
 - 3. Wall shelves and undershelves, 16 gauge Type 304 stainless steel
 - 4. Insulated double pan drawer and door faces, 18 gauge Type 304 stainless steel reinforced at pulls.
 - 5. Legs, 1-5/8” OD, 16 gauge Type 304 stainless steel tubing

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6. Cross bracing, 1" OD, 16 gauge Type 304 stainless steel tubing, fully welded to leg supports.
7. Kick plates, where specified, 18 gauge Type 304 stainless steel attached to legs with spring clips, Component Hardware Model No. A76-4460.

C. Metal Construction:

1. Unitized construction for work tables, sink tables and cabinet bodies is an acceptable form of construction. Reinforcing channels are required minimum size of 1" x 3" x 1" secured to underside of top, side panels and bottom pan. Reinforcing channel is required at leg and gusset connections, and is not to be exposed. Submission detail drawings are to reflect actual connection detail. All undershelves and exposed interior corners are to be coved corners as per NFS standards. Intersection of panel construction is to be fully welded and polished smooth, no butt seams are to be exposed.
2. Angle frame construction for work tables, sink tables and cabinets bodies is an acceptable form of construction. Angle frame is to maintain horizontal and vertical support the entire length of the unit, incorporating 1" x 3" x 1" channel cross bracing at 30" increments. Review Item No. specification for recommendation of angle frame construction. Submission detail drawings are to reflect actual framing detail. All undershelves and exposed interior corners are to be fully welded and polished, coved corners as per NFS standards.
3. Stainless steel grain patterns shall run in a horizontal direction. When necessary to join sheets at corners, miter so that grain patterns meet at 45°.
4. Exposed welded joints and surfaces shall be polished to match surrounding surface material. All joints shall be ground smooth and flush free of pits and warping; corners are to maintain either the intended radius or 90° joint. Where depression or warping occurs do to welding it is the responsibility of the fabricator to correct all depression or warps to gain a flush level surface. All edges are to be ground smooth and even, free from burs and defects.
5. Sound deadening is required on all sink bottoms, underside of drain boards and counter tops. NSF approved for food service application, such as Components Hardware Model Q75 Multiflex Sound Deadener or Latex Sounder Deadener.
6. Drawer face and cabinet doors, hinged and sliding, are to be double pan construction containing 1" ridged insulation between pan sections.

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D. Metal Hardware:

1. Drawer Slides: extra heavy duty drawer slides, full extension with stainless steel bearings, Component Hardware Model No. S52, 200 lbs. load capacity. Securely fasten or weld slides to sides of drawer housing to prevent racking of drawer system.
2. Drawer housing to contain removable 20" x 20" x 5" deep stainless steel pan, unless otherwise stated in the itemized equipment listing.
3. Sink Drains: drains for three compartment sinks to be Component Hardware twist handle waste outlets, flat strainer type with overflow, Model No. D50 series, 2" NPS; drains for prep sinks to be Components twist handle waste outlets, crumb cup type with overflow, Model No. D53 series.
4. Drawer handle is to be formed integral to face. Sliding door handle is to be welded in place Component Hardware Model No. P62-1014. All drawers and door to contain lock system, Component Hardware Model No. P30 style unless otherwise stated. Door Hinge to be nickel plated, pivot hinge Component Hardware Model No. R75 series.

2.4 REFRIGERATION SYSTEMS

- A. Refrigeration systems are to be installed as complete operational systems, components to include but not limited to: compressor/condensing unit (Hermetic, Scroll or Semi-Hermetic), evaporator coil with defrost (hot gas or electric) heaters (freezer), refrigeration piping, fittings, hangers and insulation, vibrator eliminators, thermostatic expansion valve, liquid line sight glass, dehydrator filter/drier, solenoid valve, thermostat, dual pressure control, time clock, drain line heater.
- B. Refrigerants; most current and acceptable refrigerants, supplied by the manufacturers are to be used on this project and shall conform to the 1995 Montreal Protocol Agreement, the Energy Independence and Security Act of 2007/title III/Subtitle A; and related revisions and amendments, no CFC refrigerants shall be used
- C. Refrigeration piping to be as per ASTM Standard B280, type "L" pre-cleaned, seamless copper. Shop drawings are to indicate size of refrigeration lines, run and placement of oil separators. Silver solder and / or SIL-FOS shall be used for all refrigerant piping, soft solder is not acceptable.
- D. Entire line system is to be insulated (hangers, seams, butt joints and termination points) and sealed to protect against air intrusion. Suction and liquid lines are to be insulated with 1/2" to 1" of closed cell, fiber-free foam insulation (Armacell). Where pipe meets pipe supports provide a jacketed or insulation insert (spacer / spool piece) to reduce crushing of insulation (Armafix). Continuous insulation

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required through all penetrations. Insulation tape is to match manufacturer of insulation (Armaflex insulation tape),

1. Where insulation is located exposed to weather, heavy duty PVC insulation covers are to be installed. Including all pipe and fittings, from exit of building to compressor unit. Zeston 300 Series, UV-resistant polyvinyl chloride compound, or equal.
- E. Air cooled refrigeration systems located out-doors where temperature range of 35° F to -20° F require a low ambient temperature kit consisting of crankcase heater, head pressure control and rain proof housing.
- F. Copper drain lines are to be run from the evaporator coil to air gap connection outside the walk-in box. Drain lines are to be pitched at a minimum of 1/2" per 1'-0" and insulated unless stated otherwise by manufacturer's recommendation. Drain lines contained in the freezer compartment are to be wrapped in heat trace and installed as per manufacturer's requirements.
1. Heat trace is to be installed on the drain line where the room temperature drops below 35°F. The heat trace is to be energized at all times. Heat trace input requirement; 20 watts per foot in a 28°F room and 30 watts per foot for -20°F room must be met.

2.5 EXHAUST HOODS

- A. Exhaust hoods exposed and unexposed surfaces are to be fabricated of 18 gauge Type 304 stainless steel No. 4 finish. All seams, joints and penetrations that direct and capture grease laden vapors and exhaust gases shall have liquid tight continuous external welds to the hoods lower outermost perimeter.
- B. U.L and F.M. listed grease baffle filters or baffle plates are to be supplied with the system. Mesh filters are not to be supplied.
- C. Grease drip tray is to be located beneath the lower edge of the grease filters. Tray is to be pitched to collection container, size not to exceed 1 gallon.
- D. Exhaust collars are to be fabricated of 16 gauge Type 304 stainless steel fully welded and liquid tight to top of hood.
- E. Sealed fluorescent, LED or vapor proof type light fixtures complete with lamps and high temperature ballasts are to be mounted in top of Hood system. On/off switches or LCD Control Panels are to be located within reach and visual path of the exhaust hood.
- F. Hood systems are to be hung from mounting brackets to building structure using threaded steel rod and bolt system. Hood is to hung plum and level.

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- G. Electrical control package, variable speed fan contactors, temperature sensors and LCE Control Panels maybe included with the hood system. Coordinate installation and required interconnections with all trades on site. Mount all components as required by the hood and system manufacturer.
- H. Fabrication and installation to conform to NFPA 96.

2.6 FIRE SUPPRESSION SYSTEM

- A. Automatic fire suppression systems equipment shall be provided for the protection of cooking equipment that produces grease laden vapors or that might be the source of grease ignition, in all Type I exhaust hood systems.
- B. Portable fire extinguishing equipment, Class K rated extinguisher, will be supplied as part of the Foodservice Equipment, Section 11400. It will be the responsibility of the Architectural package to mount as per the latest Fire Code of New York State, Section 904.11.5 Commercial cooking equipment. The Kitchen Equipment Contractor is to verify and coordinate placement of the Class K extinguisher with the General Contractor.
- C. Pre-engineered automatic fire suppression system is to cover the cooking equipment, exhaust hood, exhaust hood plenums and exhaust duct systems. Activation by means of fusible link set at 360°F at equipment surface and hood plenum, set at 500°F at broiler and gas fired fryers.
- D. All exposed piping to be chrome plated or Type 304 stainless steel including all required fittings. Non exposed piping to be schedule 40 black steel pipe. Installer to maintain clean working area, including cutting and bending of pipe. Damages to floor area as a direct result from cutting of pipe will be the responsibility of installer to clean and return to previous state.
- E. Automatic fire suppression systems shall comply with UL 300 standards and be installed in accordance with the terms of that listings, manufacturer's instructions and NFPA12, NFPA13, NFPA17, NFPA17A, NFPA96 and the Fire Code of New York State.
- F. Installation of the fire suppression system is to be completed by certified personal, tagged and certified as required by the latest listed for the intended application.
- G. Remote pull stations are to be positioned 42" to 48" above finished floor, in the path of egress. All remote pull conduit is to be concealed piping, surface mounted conduit will not be an acceptable means of installation.
- H. If multiple remote pull stations are required, the Kitchen Equipment Contractor is to provide placards at designated pull stations with placards at corresponding exhaust hoods. The placards are to be made of high quality extruded styrene

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plastic, red in color with white lettering etched into the surface. The lettering shall be in a recognizable font. The font shall be a minimum of ½” high and not to exceed ¾” high. Placard shall measure 5” wide by 3” high and be secured to wall and corresponding exhaust hood with construction adhesive.

- I. Mechanical / electrical gas shut-off valve will be supplied with the exhaust hood system for installation by the Mechanical Contractor. Sizing of the valve is to be determined by the Mechanical Contractor on site.
- J. Microswitches will be provided with the exhaust hood / fire suppression system for interconnection to the building alarm system and to shut-off all electrical equipment under the hood system when the fire suppression system is activated. It is the responsibility of the Electrical Contractor to complete all connections to the microswitches.
- K. Inspection and testing of system shall be in accordance with the latest Fire Code of New York State.

2.7 LIST OF EQUIPMENT

Rochester School No. 4, George Mather Forbes

A. Item No. 1.000 Shelving, Plastic, Louvered

- Quantity - Seven (7)
- Manufacturer - Intermetro
- Model No. - MQ2472G
- Size - 60” wide x 24” deep w/ 63” posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
 - Epoxy coated steel frame
 - Four (4) shelf high
 - Four (4) MQ63UPE Posts, mobile for stem casters
 - Four (4) wedge connectors
 - Two (2) each 5PCX polyurethane swivel casters w/ bumpers
 - Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

B. Item No. 1.001 Shelving, Plastic, Louvered

- Quantity - Five (5)
- Manufacturer - Intermetro
- Model No. - MQ2460G
- Size - 60” wide x 24” deep w/ 63” posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
 - Epoxy coated steel frame
 - Four (4) shelf high
 - Four (4) MQ63UPE Posts, mobile for stem casters
 - Four (4) wedge connectors

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- Two (2) each 5PCX polyurethane swivel casters w/ bumpers
- Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

C. Item No. 1.003 Shelving, Plastic, Louvered

- Quantity - One (1)
- Manufacturer - Intermetro
- Model No. - MQ2454G
- Size - 54" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
 - Epoxy coated steel frame
 - Four (4) shelf high
 - Four (4) MQ63UPE Posts, mobile for stem casters
 - Four (4) wedge connectors
 - Two (2) each 5PCX polyurethane swivel casters w/ bumpers
 - Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

D. Item No. 1.004 Hand Sink

- Quantity - One (1)
- Manufacturer - Eagle Group
- Model No. - HSA-10-FA-P
- Size - 18-7/8" x 14-3/4" x 33-1/4" working height
- Construction - Hand sink with foot valves
 - 304 all welded stainless steel construction
 - Inverted "V" edge
 - Splash mounted gooseneck, single foot pedal
 - P-trap and tail piece, basket drain
- Note - All faucets to meet "The Reduction on Lead in Drinking Water Act.": and the amended "Safe Drinking Water Act" (2011).025% allowable lead content.
- Services - (by respective trades)
 - 1/2" HW, 1/2" CW
 - 1-1/2" Waste

E. Item No. 1.005 Mop Sink

- Quantity - One (1)
- Manufacturer - Advance Tabco
- Model No. - 9-OP-48
- Size - 25" x 33" x 16" Overall Size
- Construction - 304 stainless steel construction, floor mounted
 - No-drip die formed recessed v-edge on three sides tile edge on rear
 - Complete drain assembly
- Accessories - K-204 service faucet
 - K-242 Mop hanger

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- Note - All faucets to meet “The Reduction on Lead in Drinking Water Act.”: and the amended “Safe Drinking Water Act” (2011).025% allowable lead content.
- Service - (by respective trades)
- ½” CW, ½” HW
 - 2” Direct Waste

F. Item No. 1.010 Walk In Freezer
Item No. 1.020 Walk-in Cooler

- Quantity - One (1)
- Manufacturer - Kolpak
- Size - Overall: 20'-2.5" x 10'-7.5" x 8'-6.25" high
- Freezer Interior: 9'-7.25" x 9'-11.5" x 7'-10.25"
 - Cooler Interior: 9'-7.25" x 9'-11.5" x 7'-10.25"
- Construction - 4" thick prefabricated, polyurethane foam injected vertical, ceiling and floor panels, tongue and grooved sections with cam locking systems supplied with cam lock plugs and PVC gaskets (no wood bracing will be accepted in panels); with a standard R 32 value, galvalume, embossed 26 gauge, where not exposed, embossed white where exposed
- 4" thick prefabricated aluminum finish insulated floor panel, recessed (coordinate depth of recess required with finish kitchen floor materials, for flush transition between kitchen and walk-in box)
 - Two (2) 36" x 78" flush fitting, insulated, super doors with reinforced door perimeter jamb and threshold, full door gasket and bottom door sweep, finished to match wall panels (door and plug to be galvalume embossed white finish), hinged as indicated on drawings; heavy duty third hinge; latch to include provision for padlock and safety release, posi-seal door closure; freezer compartment door frame heated with pressure relief port
 - Two (2) observation view-port windows, 14" x 24" located one (1) per door, freezer window heated
 - Door interior & exterior clad with 1/8" aluminum tread plate kickplate, 3'-0" high
 - Pre-wired Vapor Proof LED light fixture per door: cooler section and freezer section to contain one (1) each additional Kason, two lamp x 18w at 1200 lumens each LED 4'-0" light fixture, model 1810 including all mounting clips and systems
- Accessories - Vertical and horizontal embossed galvalume enclosure panels, finished to match exterior of box at wall and ceiling openings
- Strip Curtains, Curtron 8" x 0.80 standard non-reinforced PVC material, complete with standard wall mounting hardware
 - Modularm 75LC-MD-1 multi-monitor, temperature display and alarm, recessed in the door panel, extend thermostat cable

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and anchor per manufacture requirements to wall panels, three button system for hi/low temperature alarm, AC failure alarm with built-in rechargeable battery, manual and timed light control, with motion detector

- Complete with 48" high Aluminium tread plate bumper on full interior and exterior perimeter of room as per Detail 302. Bumpers to be fastened to walk-in room wall with countersunk stainless steel screws. All screws to be covered with a plastic cap, color to match bumper. Miter all corners and silicone seal tops and joints between finished floor and tread plate. Provide stainless steel trim strip between sections of panels to conceal all joints and at ends

- Supply and install 48" high 2"x2" stainless steel corner guards as required

- Services
- (by respective trades)
 - 120v/1ph, 20.0 amp Ckt

G. Item No. 1.011 Temperature Alarm

Quantity - One (1)

Manufacturer - Modularm

Model No. - 75CL-MD-1

- Modularm multi-monitor, temperature display and alarm, recessed in the door panel, extend thermostat cable and anchor per manufacture requirements to wall panels, three button system for hi/low temperature alarm, AC failure alarm with built-in rechargeable battery, manual and timed light control, with motion detector

**H. Item No. 1.012 Evaporator Coil
Item No. 1.013 Compressor / Condensing Unit**

Quantity - One (1)

Manufacturer - Kolpak

Model No. - KEL26-077-2EC-PR-8 Evaporator Coil

- KPC298LZOP-3EP Compressor

Size - 3 hp compressor

Construction - System shall include all necessary components and controls for proper operation of condensing unit and evaporator coil and be capable of producing and maintaining a minimum temperature of -0°F in freezer under average production loads and ambient temperature

- 3 hp, Low temperature pre charged air cooled scroll condensing unit, most current acceptable refrigerant (R448A), Standard components for outdoor unit, mounted on building roof, complete with weather resistant housing with removable

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- hood and ambient controls, head pressure control valve, liquid line filter and sight glass
- Pre-assembled evaporator coil matched to the compressor / condenser system, complete with expansion valve, liquid line solenoid valve and mechanical thermostat, electric defrost
- Services - (by respective trades)
- 208v/1ph, 9.8 amps evaporator
- 208v/3ph, 12.3 amps compressor
- 1" Indirect Waste

I. Item No. 1.014 Shelving, Plastic, Louvered

- Quantity - Two (2)
- Manufacturer - Intermetro
- Model No. - MQ2454G
- Size - 54" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
- Epoxy coated steel frame
- Four (4) shelf high
- Four (4) MQ63UPE Posts, mobile for stem casters
- Four (4) wedge connectors
- Two (2) each 5PCX polyurethane swivel casters w/ bumpers
- Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

J. Item No. 1.015 Shelving, Plastic, Louvered

- Quantity - Three (3)
- Manufacturer - Intermetro
- Model No. - MQ2460G
- Size - 42" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
- Epoxy coated steel frame
- Four (4) shelf high
- Four (4) MQ63UPE Posts, mobile for stem casters
- Four (4) wedge connectors
- Two (2) each 5PCX polyurethane swivel casters w/ bumpers
- Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

K. Item No. 1.021 Temperature Alarm

- Quantity - One (1)
- Manufacturer - Modularm
- Model No. - 75CL-MD-1
- Modularm multi-monitor, temperature display and alarm, recessed in the door panel, extend thermostat cable and anchor per manufacture requirements to wall panels, three button system for hi/low temperature alarm, AC failure alarm

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with built-in rechargeable battery, manual and timed light control, with motion detector

L. Item No. 1.022 Evaporator Coil
Item No. 1.023 Compressor / Condensing Unit

- Quantity - One (1)
- Manufacturer - Kolpak
- Model No. - KAM16-066-1EC-PR-8 Evaporator Coil
- KPC68MZOP-3EP Compressor
- Size - 3/4 hp compressor
- Construction - System shall include all necessary components and controls for proper operation of condensing unit and evaporator coil and be capable of producing and maintaining a minimum temperature of 35°F in freezer under average production loads and ambient temperature
- 3/4 hp, Medium temperature pre charged air cooled scroll condensing unit, most current acceptable refrigerant (R448A), Standard components for outdoor unit, mounted on building roof, complete with weather resistant housing with removable hood and ambient controls, head pressure control valve, liquid line filter and sight glass
- Pre-assembled evaporator coil matched to the compressor / condenser system, complete with expansion valve, liquid line solenoid valve and mechanical thermostat
- Services - (by respective trades)
- 120v/1ph, 0.8 amps evaporator
- 208v/3ph, 12.8 amps compressor
- 1" Indirect Waste

M. Item No. 1.024 Shelving, Plastic, Louvered

- Quantity - Two (2)
- Manufacturer - Intermetro
- Model No. - MQ2454G
- Size - 54" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
- Epoxy coated steel frame
- Four (4) shelf high
- Four (4) MQ63UPE Posts, mobile for stem casters
- Four (4) wedge connectors
- Two (2) each 5PCX polyurethane swivel casters w/ bumpers
- Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

O. Item No. 1.025 Shelving, Plastic, Louvered

- Quantity - Three (3)

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- Manufacturer - Intermetro
- Model No. - MQ2460G
- Size - 60" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
 - Epoxy coated steel frame
 - Four (4) shelf high
 - Four (4) MQ63UPE Posts, mobile for stem casters
 - Four (4) wedge connectors
 - Two (2) each 5PCX polyurethane swivel casters w/ bumpers
 - Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

P. Item No. 1.030 Exhaust Hood

- Quantity - One (1)
- Manufacturer - Captive Aire
- Model No. - 6024ND-2-PSP-F series
- Construction - One (1), 9'-6" long capture hood section, w/ built-in fire cabinet, left end
 - Exhaust wall canopy hood w/ front make-up air plenum, 3" back stand-off back
 - 304 Stainless steel construction with double wall insulated front, hanging angles, one (1) 10" x 20" exhaust collar, two (2) total 12" x 28" make-up air collars, with volume dampers
 - UL listed pre-wired 3'-0" recessed light fixtures, color temperature 2700K-3500K, Includes two (2) LED 312013W Bulbs
 - Removable, UL listed Kleen-Gard stainless steel baffle filters with handles
 - Grease drain system with removable 1-1/2 pint grease cup
 - Pre-piped Ansul UL 300 fire suppression system, to match equipment layout, complete system as per Item No. 1.030A
 - Electrical Control Package ECP-1
- Accessories - Field wrappers to finished ceiling, four sides
- Services - (by respective trades)
 - 2,090 CFM total exhaust
 - 1672 CFM total make-up air
 - 208v/3ph, 3.1 amps

Q. Item No. 1.030A Fire Suppression System, Control Panel

- Quantity - One (1)
- Manufacturer - Ansul R102
- Model No. - 3.0
- Construction - Pre-Engineered automatic fire suppression system, wet chemical agent for grease related fires
 - 3.0 gallon system including, nozzles, blow-off caps, detectors, cartridges, agent, fusible links and pulley elbows

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- Remote manual pull stations
- Micro switches for alarm and electrical equipment
- Final installation and certification
- Accessories - One (1) type K- fire extinguishers
- Mechanical gas valves, sized and quantity to be coordinated with PC on site
- Services - (by respective trades)
- 120v/1ph, 12 amps

R. Item No. 1.031 Combi Oven, Gas
Item No. 1.031A Water Filter

- Quantity - Two (2)
- Manufacturer - Rational
- Model No. - SCC 102NG (B128206.19E)
- Size - 42-1/8" x 38-1/4" x 41" high
- Construction - Self-cooking center, Combi Oven/Steamer, Natural gas
- 1 Cooking control with 7 modes: HighDensity Control, iLevel Control, Efficient Care Control, Combi-Steamer with 3 modes
- Core temp probe w/ 6 point measurement
- Hand shower with automatic retracting system
- Five (5) grid shelves
- Accessories - 2 year parts and labor warranty
- Rational Certified Installation
- Pre-installation site survey
- Installation kit
- Chef Assistance program
- Rational USB data memory stick
- Door hinged on right
- Stationary Oven Stand, 14 supporting rails, side panels and top closed, rear panel open, height 26-3/8"
- Five (5) ease Gastronorm grid shelf
- Ten (10) each Combi Fry Basket
- Two (2) each cleaner tablet without Phosphor, bucket with 100 packets
- One (1) Care Tablets, bucket of 150 packets
- Pentair (Everpure) QC71 Twin – MC2 System (EV9275-02) with wall mounting bracket
- Services - (by respective trades)
- 208v/1ph, 6-15P cord and plug
- 170,000 BTU, natural gas
- 3/4" water connection
- 2" Indirect waste

S. Item No. 1.032 Stainless Steel Wall Panel

- Quantity - One (1)

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- Manufacturer - Custom Stainless Steel Fabrication
- Size - 10'-6" x 80" high
- Construction - 22 gauge type 304 stainless steel wall panels, length of exhaust hood system, from floor (or top of cove base) to underside of hood
 - Provide Components Hardware J64-1450 divider trim strips and J63-1451 end caps
 - Pre-punch for utility stubs (field cutting is to be avoided) trim with chrome escutcheons

T. Item No. 1.034 Stainless Steel Table
Item No. 1.034A Wall Shelf

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 7'-0" x 30" x 34" working height
- Construction - 14 gauge 304 stainless steel top, rolled edge front, square front edge where Item No. 1.035 butts too, rolled edge right end, 6" x 2" integral back riser returned to the wall on 45°: sound deadening required under counter top
 - 16 gauge stainless steel all welded bottom and intermediate shelf, 1-1/2" square edge front and ends, back turned up 2"
 - 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet
- Accessories - One (1) Advance Tabco WS-12-84-16, wall mounted shelf, complete with wall mounting brackets
- Services - (by respective trades)
 - 120v/1ph, on adjacent wall by EC

U. Item No. 1.035 Stainless Steel Table with Sink

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 8'-4" x 30" x 34" working height
- Construction - 14 gauge 304 stainless steel top, rolled edge front and left end, right end square edge to meet Item 1.034, 6" x 2" integral back riser returned to the wall on 45°: sound deadening required under counter top
 - 16 gauge stainless steel all welded partial bottom and intermediate shelf, right end, 1-1/2" square edge front and ends, back turned up 2"
 - One (1) three tier steel utility drawer unit with integral pulls, heavy duty extension slides, 20" x 20" x 5" deep stainless steel drawer insert pans
 - 3" x 3" 16 gauge stainless steel pan slides, welded to legs at 3" spacing on center

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- 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1" 16 gauge stainless steel cross bracing welded at legs, open front for trash bin and dolly
- One (1) integral 16" x 20" x 12" deep sink bowls, all covered corner, complete with 2" lever waste s/w overflow and handle support bracket
- One (1) T & S Brass B-0331 CC, swivel base, swivel gooseneck nozzle with aerator, 4" wrist blade handles and male inlets
- Services - (by respective trades)
- 120v/1ph, on adjacent wall by EC

V. Item No. 1.036 Waste Bin with Dolly

- Quantity - One (1)
- Manufacturer - Rubbermaid Brute
- Model No. - FG262000GRAY Trash Bin
 - FG261960GRAY Lid
 - RCP2640BLA Dolly
- Size - 19.38" diameter x 22.91" high trash bin
 - 18.25" diameter x 6.625" high dolly
- Construction - 20 gallon container, gray color
 - Brute dolly and lid to match

W. Item No. 1.037 Stainless Steel Work Table with Sink

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 8'-0" x 36" x 34" working height
- Construction - 14 gauge 304 stainless steel top, rolled edge all sides, sound deadening required under counter top
 - 16 gauge stainless steel bottom and intermediate shelf, 1-1/2" square edge all sides, welded at legs
 - 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet
 - One (1) integral 16" x 20" x 12" deep sink bowls, all covered corner, complete with 2" lever waste s/w overflow and handle support bracket
 - One (1) T & S Brass B-0331 CC, swivel base, swivel gooseneck nozzle with aerator, 4" wrist blade handles and male inlets
 - Two (2), 120v/1ph 15.0 amps electrical receptacles mounted under counter top, in stainless steel housing with stainless steel cover plates, one (1) centered each end
- Services - (by respective trades)
- 120v/1ph,

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X. Item No. 1.038 Stainless Steel Table
Item No. 1.038A Wall Shelf

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 4'-0" x 30" x 34" working height
- Construction - 14 gauge 304 stainless steel top, rolled edge front and left end, right end, 6" x 2" integral back riser returned to the wall on 45°: sound deadening required under counter top
 - 16 gauge stainless steel all welded bottom and intermediate shelf, 1-1/2" square edge front and ends, back turned up 2"
 - 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet
- Accessories - One (1) Advance Tabco WS-12-48-16, wall mounted shelf, complete with wall mounting brackets
- Services - (by respective trades)
 - 120v/1ph, on adjacent wall by EC

Y. Item No. 1.039 Stainless Steel Mobile Table

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 4'-0" x 30" x 34" working height
- Construction - 14 gauge 304 stainless steel top, rolled edge all sides, sound deadening required under counter top
 - 16 gauge stainless steel under shelves, welded at legs; 1-1/2" square edge all sides
 - 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet,
 - 5" swivel, stem casters, black solid rubber, Components Hardware C23-1551 rated for 155 lbs each

Z. Item No. 1.040 Pot Rack

- Quantity - Two (2)
- Manufacturer - Intermetro
- Model No. - PR48VX3
- Size - 50" x 26" x 68 total dimensions with bumpers
- Construction - MetroMas I, drying rack units
 - All polymer construction, type 304 stainless steel wire drop-in shelves
 - Two (2) intermediate stainless steel shelves, One (1) epoxy coated tray drying rack with 34 slots, One (1) open grid bottom shelf
 - Open grid shelf mats on top and bottom shelf for dish machine safe washing

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- 5" diameter polymer casters, two (2) swivel two (2) with brakes, all with bumpers

AA. Item No. 1.042 Waste Bin with Dolly

- Quantity - One (1)
- Manufacturer - Rubbermaid Brute
- Model No. - FG262000GRAY Trash Bin
 - FG261960GRAY Lid
 - RCP2640BLA Dolly
- Size - 19.38" diameter x 22.91" high trash bin
 - 18.25" diameter x 6.625" high dolly
- Construction - 20 gallon container, gray color
 - Brute dolly and lid to match

AB. Item No. 1.043 Stainless Steel Potwash Table with Sinks
Item No. 1.044 Stainless Steel Wall Panel

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 13'-0" x 30" x 34" working height, configuration per floor plan
- Construction - 14 gauge 304 stainless steel sink bowls and drain board, 3" x 1-1/2" raised roll edge front and left end, 8" x 2" integral back riser returned to the wall on 45°: sound deadening required under all drain boards and sink bowls
 - Three (3) integral 30" x 24" x 14" deep sink bowls, all coved corner, complete with 2" lever waste s/w overflow and lever bracket
 - One (1) T & S Brass B-0231 CC-CR, swivel base, 12" nozzle with aerator, B-WH4 4" wrist blade handles, male inlets ceramic cartridges
 - One (1) T & S Brass B-0133-12CRVBCE, Pre-rinse spray unit with add-on faucet and 12" swing nozzle, B-0230-K vacuum breaker, ceramic cartridges, B-109-1, 6" wall bracket, B-WH4 4" wrist action handles
 - 1-1/5" dia. 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1" 16 gauge stainless steel cross bracing welded at legs
- Accessories - Custom Stainless Steel Wall Panels, 13'-0" x 60" high, 36" x 60" high right end, 22 gauge type 304 stainless steel wall panels, maximum practical size, Extending from finished floor or base behind, Provide Components Hardware J64-1450 divider trim strips and J63-1451 end caps, Pre-punch for utility stubs (field cutting is to be avoided – trim with chrome escutcheons)
- Services - (by respective trades)
 - Two (2) 3/4" HW, 3/4" CW

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- Three (3) 1-1/2" Waste

AC. Item No. 1.045 Stacked Washer / Dryer

- Quantity - One (1)
- Manufacturer - Speed Queen
- Model No. - ATEE9AGP173TWo
- Size - 26-7/8" x 27-3/4" x 78-3/16" high
- Construction - Stacked Washer / Dryer
 - 3.42 Cu. Ft Washer and 7.0 Cu. Ft. Dryer
 - White on White
- Accessories - Installation per manufacturer requirements
 - Flexible water disconnect per specific conditions
 - Dryer Cord
- Services - (by respective trades)
 - 120v/1ph, 15.0 amps Washer
 - 240v/1ph, 30.0 amps Dryer
 - 3/4" CW, 3/4" HW
 - 1-1/2" Indirect Waste

AD. Item No. 1.050 Hand Sink

- Quantity - One (1)
- Manufacturer - Eagle Group
- Model No. - HSA-10-FA-P
- Size - 18-7/8" x 14-3/4" x 33-1/4" working height
- Construction - Hand sink, pedestal mounted base with foot valves
 - 304 all welded stainless steel construction
 - Inverted "V" edge
 - Splash mounted gooseneck, single foot pedal
 - P-trap and tail piece, basket drain
- Note - All faucets to meet "The Reduction on Lead in Drinking Water Act.": and the amended "Safe Drinking Water Act" (2011).025% allowable lead content.
- Services - (by respective trades)
 - 1/2" HW, 1/2" CW
 - 1-1/2" Waste

AE. Item No. 1.051 Eyewash Sink

- Quantity - One (1)
- Manufacturer - Bradley
- Model No. - S19-210
- Size - 10" diameter x 41.5" high
- Construction - Floor mounted, 10" diameter yellow impact resistant plastic bowl

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- Galvanized steel pipe and waste tee w/ floor flange, safety yellow coating
- Chrome-plated brass spray head assembly w/ twin soft-flow eyewash heads with spray head covers
- Chrome-plated brass ½” NPT stay open ball valves, hand operated by a highly visible push plate handle
- Accessories - S19-2000 EFX-8 thermostatic mixing valve
- Service - (by respective trades)
- ½” HW, ½” CW, 1-1/4” Waste

AF. Item No. 1.060 Hand Sink

- Quantity - One (1)
- Manufacturer - Eagle Group
- Model No. - HSA-10-FA-P
- Size - 18-7/8” x 14-3/4” x 33-1/4” working height
- Construction - Hand sink, floor mounted pedestal with foot valves
- 304 all welded stainless steel construction
- Inverted “V” edge
- Splash mounted gooseneck, single foot pedal
- P-trap and tail piece, basket drain
- Note - All faucets to meet “The Reduction on Lead in Drinking Water Act.”: and the amended “Safe Drinking Water Act” (2011).025% allowable lead content.
- Services - (by respective trades)
- ½” HW, ½” CW
- 1-1/2” Waste

**AG. Item No. 1.061 Stainless Table with Sink
Item No. 1.061A Stainless Wall Shelf**

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 9’-0” x 30” x 36” working height
- Construction - 14 gauge 304 stainless steel top rolled edge front and both ends ; 8” x 2” integral back riser returned to the wall on 45°: sound deadening required under counter top and sink bowl
- One (1) three tier steel utility drawer unit with integral pulls, heavy duty extension slides, 20” x 20” x 5” deep stainless steel drawer insert pans
- 3” x 3” 16 gauge stainless steel pan slides, welded to legs at 3” spacing on center, for 12” x 20” x 2” pans
- 1-1/5” dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1” 16 gauge stainless steel cross bracing welded at legs, open front for trash bin and dolly

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- One (1) integral 16" x 20" x 12" deep sink bowls, all covered corner, complete with 2" lever waste s/w overflow and handle support bracket
- One (1) T & S Brass B-0331 CC, swivel base, swivel gooseneck nozzle with aerator, 4" wrist blade handles and male inlets
- Accessories - One (1) Advance Tabco WS-12-84-16, wall mounted shelf, complete with wall mounting brackets
- Services - (by respective trades)
- 120v/1ph, on adjacent wall by EC
- ½" HW, ½" CW
- 1-1/2" Indirect Waste

AH. Item No. 1.062 Waste Bin with Dolly

- Quantity - One (1)
- Manufacturer - Rubbermaid Brute
- Model No. - FG262000GRAY Trash Bin
- FG261960GRAY Lid
- RCP2640BLA Dolly
- Size - 19.38" diameter x 22.91" high trash bin
- 18.25" diameter x 6.625" high dolly
- Construction - 20 gallon container, gray color
- Brute dolly and lid to match

AI. Item No. 1.063 Hot Holding Cabinets

- Quantity - One (1)
- Manufacturer - Alto-Shaam
- Model No. - 1200-UP – Pass Through
- Size - 27-5/8" x 34-1/2" x 75-13/16" high
- Construction - Double compartment holding cabinet
- On/off simple controller with adjustable thermostat, indicator light
- Chrome plated universal side rails with four sets of pan slides, capacity (16) 20" x 12" x 2.5" deep full size pans
- Stainless steel exterior
- 5" casters; two (2) ridged, two (2) swivel
- Accessories - Pass through design
- Services - (by respective trades)
- 208v/1ph, 7.0 amps

AJ. Item No. 1.064 Pass Thru Refrigerator

- Quantity - One (1)
- Manufacturer - True
- Model No. - STA2RPT-2S-2S

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- Size - 52-5/8" x 36-1/8" x 84-1/8" high w/ casters
- Construction - Stainless steel exterior door, front and sides
 - Aluminum interior side walls and back, stainless steel floor and ceiling
 - Two standard hinge doors, front and rear, with cam-lift hinges, LED interior lights
 - Digital temperature control
 - 5" castors
- Accessories - One complete door section to contain Universal type tray slides, on 4" centers total of 14 pair
 - One complete door section to contain four (4) heavy duty PVC coated wire shelves
- Services - (by respective trades)
 - 120v/1ph, 12.0 amps, NEMA 5-15P

AK. Item No. 1.070 Forced Air Milk Cooler

- Quantity - One (1)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - CPM-BFD-8
- Size - 38-1/2" x 32.625" x 43.625" high
- Construction - Self-contained refrigerated milk cooler, 8 crate
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
- Accessories - (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
- Services - (by respective trades)
 - 120v/1ph, 9.6 amps
 - 1" Indirect Waste

AL. Item No. 1.071 Hot Top Food Table with Full Serve Sneeze Guard

- Quantity - One (1)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - 36-CPS-L
- Size - 36" x 30" x 34" working height
- Construction - 14 gauge stainless steel top, hot top table
 - Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
 - Stainless steel hot top
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
- Accessories - (AA) line-up locks
 - (D) 5" x 36" solid cutting board
 - (V) 28" Stainless steel insert storage shelf
 - (IU) Adjustable center shelf

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
- Versa Gard – VGCP6C Captur full service food protector, complete length with all required components and side shield on open end; clear anodized aluminum finish, starfire clear glass and surface mounted brackets
- (DD) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount
- Daisy chain from other units to this unit for final connection
- Services - (by respective trades)
- 120v/1ph, 60.0 amps, NEMA 14-60P
- 1" Indirect Waste

AM. Item No. 1.072 Convertible Hot/Cold Food Table with Full Serve Sneeze Guard – 3 Well

- Quantity - One (1)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - QSCHP-3-L
- Size - 50-3/8" x 30" x 34" working height
- Construction - 14 gauge stainless steel top, three well quick switch, hot/cold/freezing pans built-in
- Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
- Laminate finish to cover all sides
- 5" diameter casters, swivel type
- Accessories - (AA) line-up locks
- 8" x 50" Cutting board, solid stainless steel
- (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
- Versa Gard – VGCP6C Captur full service food protector, complete length with all required components and side shield on open end; clear anodized aluminum finish, starfire clear glass and surface mounted brackets
- (DD) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount
- Line up locks
- Services - Daisy chain to adjacent unit
- (by respective trades)
- 1" Indirect Waste

AN. Item No. 1.073 Solid Top Table

- Quantity - One (1)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - 36-ST-L
- Size - 36" x 30" x 34" working height

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alternations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

- Construction - Solid top table with open storage base
 - 14 gauge stainless steel top
 - Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
 - Daisy chain
- Accessories - (AA) line-up locks
 - (V) 28" Stainless steel insert storage shelf
 - (IU) Adjustable center shelf
 - (DD) One (1) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount
- Services - Daisy chain to adjacent unit

AO. Item No. 1.074 Refrigerated Cold Food Table w/ Self-Serve Sneeze Guard – Five Well

- Quantity - One (1)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - 74-CFMX-L
- Size - 74-3/8" x 30" x 30" working height
- Construction - 2063TA-5Pan Temp-est aire refrigerated cold counter, built-in with adaptor bars
 - 14 gauge stainless steel top
 - Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
 - Self-contained refrigeration
 - Open base storage
- Accessories - (AA) line-up locks
 - (V) two (2) 28" Stainless steel insert storage shelf
 - (IU) Adjustable center shelf
 - (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
 - Versa Gard – VGCP7C Captur self-service food protector, complete length with all required components and side shields; clear anodized aluminum, starfire clear glass and surface mounted brackets
 - (DD) two (2) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount
- Services - Daisy chain to adjacent unit
 - (by respective trades)
 - 1" Indirect Waste

AP. Item No. 1.075 Solid Top Food Table

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alternations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

- Quantity - One (1)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - 36-ST-L
- Size - 36" x 30" x 30" working height
- Construction - Solid top table with open storage base
 - 14 gauge stainless steel top
 - Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
 - Daisy chain
- Accessories - (AA) line-up locks
 - (V) 28" Stainless steel insert storage shelf
 - (IU) Adjustable center shelf
 - (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
 - (DD) One (1) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount
- Services - Daisy chain to adjacent unit

AQ. Item No. 1.078 Cashier Stand

- Quantity - Two (2)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - 36-CSS-L
- Size - 36-3/8" x 30" x 34" high
- Construction - 14 gauge stainless steel top with square turn down on all sides
 - Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
- Accessories - Two (2), (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
 - (HH) Cashier Drawer w/ locks
 - (DD) Electrical outlet in cabinet with wiring
 - Cashier liner
 - Cashier tubular foot rest
 - Cord grommet for cashier cord
- Services - (by respective trades)
 - 120v/1ph, 12.0 amps

AR. Item No. 1.079 Point of Sale (POS) Cash Register

- Quantity - Two (2): Not In Food Service Contract
- Services - (by respective trades)
 - 120v/1ph, 12.0 amps

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alternations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

AS. Item No. 1.080 Hand Sink

- Quantity - One (1)
- Manufacturer - Eagle Group
- Model No. - HSA-10-FA-P
- Size - 18-7/8" x 14-3/4" x 33-1/4" working height
- Construction - Hand sink, pedestal mounted base with foot valves
 - 304 all welded stainless steel construction
 - Inverted "V" edge
 - Splash mounted gooseneck, single foot pedal
 - P-trap and tail piece, basket drain
- Note - All faucets to meet "The Reduction on Lead in Drinking Water Act.": and the amended "Safe Drinking Water Act" (2011).025% allowable lead content.
- Services - (by respective trades)
 - 1/2" HW, 1/2" CW
 - 1-1/2" Waste

**AT. Item No. 1.081 Stainless Table with Sink
Item No. 1.081A Stainless Wall Shelf**

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 10'-11" x 30" x 36" working height (field verify length)
- Construction - 14 gauge 304 stainless steel top rolled edge front and both ends ; 8" x 2" integral back riser returned to the wall on 45°: sound deadening required under counter top and sink bowl
 - One (1) three tier steel utility drawer unit with integral pulls, heavy duty extension slides, 20" x 20" x 5" deep stainless steel drawer insert pans
 - 3" x 3" 16 gauge stainless steel pan slides, welded to legs at 3" spacing on center, for 12" x 20" x 2" pans
 - 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1" 16 gauge stainless steel cross bracing welded at legs, open front for trash bin and dolly
 - One (1) integral 16" x 20" x 12" deep sink bowls, all coved corner, complete with 2" lever waste s/w overflow and handle support bracket
 - One (1) T & S Brass B-0331 CC, swivel base, swivel gooseneck nozzle with aerator, 4" wrist blade handles and male inlets
- Accessories - One (1) Advance Tabco WS-12-48-16, wall mounted shelf, complete with wall mounting brackets
- Services - (by respective trades)
 - 120v/1ph, on adjacent wall by EC
 - 1/2" HW, 1/2" CW
 - 1-1/2" Indirect Waste

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

AU. Item No. 1.082 Waste Bin with Dolly

- Quantity - One (1)
- Manufacturer - Rubbermaid Brute
- Model No. - FG262000GRAY Trash Bin
 - FG261960GRAY Lid
 - RCP2640BLA Dolly
- Size - 19.38" diameter x 22.91" high trash bin
 - 18.25" diameter x 6.625" high dolly
- Construction - 20 gallon container, gray color
 - Brute dolly and lid to match

AV. Item No. 1.083 Hot Holding Cabinets

- Quantity - One (1)
- Manufacturer - Alto-Shaam
- Model No. - 1200-UP – Pass Through
- Size - 27-5/8" x 34-1/2" x 75-13/16" high
- Construction - Double compartment holding cabinet
 - On/off simple controller with adjustable thermostat, indicator light
 - Chrome plated universal side rails with four sets of pan slides, capacity (16) 20" x 12" x 2.5" deep full size pans
 - Stainless steel exterior
 - 5" casters; two (2) ridged, two (2) swivel
- Accessories - Pass through design
- Services - (by respective trades)
 - 208v/1ph, 7.0 amps

AW. Item No. 1.084 Pass Thru Refrigerator

- Quantity - One (1)
- Manufacturer - True
- Model No. - STA2RPT-2S-2S
- Size - 52-5/8" x 36-1/8" x 84-1/8" high w/ casters
- Construction - Stainless steel exterior door, front and sides
 - Aluminum interior side walls and back, stainless steel floor and ceiling
 - Two standard hinge doors, front and rear, with cam-lift hinges, LED interior lights
 - Digital temperature control
 - 5" castors
- Accessories - One complete door section to contain Universal type tray slides, on 4" centers total of 14 pair
 - One complete door section to contain four (4) heavy duty PVC coated wire shelves

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- Services - (by respective trades)
 - 120v/1ph, 12.0 amps, NEMA 5-15P

AX. Item No. 1.090 Forced Air Milk Cooler

- Quantity - One (1)
 Manufacturer - Low Temp Industries (LTI)
 Model No. - CPM-BFD-8
 Size - 38-1/2" x 32.625" x 43.625" high
 Construction - Self-contained refrigerated milk cooler, 8 crate
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
 Accessories - (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
 Services - (by respective trades)
 - 120v/1ph, 9.6 amps
 - 1" Indirect Waste

AY. Item No. 1.091 Hot Top Food Table with Full Serve Sneeze Guard

- Quantity - One (1)
 Manufacturer - Low Temp Industries (LTI)
 Model No. - 36-CPS-L
 Size - 36" x 30" x 34" working height
 Construction - 14 gauge stainless steel top, hot top table
 - Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
 - Stainless steel hot top
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
 Accessories - (AA) line-up locks
 - (D) 5" x 36" solid cutting board
 - (V) 28" Stainless steel insert storage shelf
 - (IU) Adjustable center shelf
 - (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
 - (DD) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount
 - Versa Gard – VGCP6C Captur full service food protector, complete length with all required components and side shield on open end; clear anodized aluminum finish, starfire clear glass and surface mounted brackets
 - Daisy chain from other units to this unit for final connection
 Services - (by respective trades)
 - 120v/1ph, 60.0 amps, NEMA 14-60P
 - 1" Indirect Waste

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

AZ. Item No. 1.092 Convertible Hot/Cold Food Table with Full Serve Sneeze Guard – 3 Well

- Quantity - One (1)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - QSCHP-3-L
- Size - 50-3/8" x 30" x 34" working height
- Construction - 14 gauge stainless steel top, three well quick switch, hot/cold/freezing pans built-in
 - Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
- Accessories - (AA) line-up locks
 - 8" x 50" Cutting board, solid stainless steel
 - (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
 - Versa Gard – VGCP6C Captur full service food protector, complete length with all required components and side shield on open end; clear anodized aluminum finish, starfire clear glass and surface mounted brackets
 - (DD) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount
- Services - Line up locks
 - Daisy chain to adjacent unit
 - (by respective trades)
 - 1" Indirect Waste

BA. Item No. 1.093 Solid Top Table

- Quantity - One (1)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - 36-ST-L
- Size - 36" x 30" x 30" working height
- Construction - Solid top table with open storage base
 - 14 gauge stainless steel top
 - Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
 - Daisy chain
- Accessories - (AA) line-up locks
 - (V) 28" Stainless steel insert storage shelf
 - (IU) Adjustable center shelf
 - (DD) One (1) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount
- Services - Daisy chain to adjacent unit

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

BB. Item No. 1.094 Refrigerated Cold Food Table w/ Self-Serve Sneeze Guard – Five Well

- Quantity - One (1)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - 74-CFMX-L
- Size - 74-3/8" x 30" x 30" working height
- Construction - 2063TA-5Pan Temp-est aire refrigerated cold counter, built-in with adaptor bars
 - 14 gauge stainless steel top
 - Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
 - Self-contained refrigeration
 - Open base storage
- Accessories - (AA) line-up locks
 - (V) two (2) 28" Stainless steel insert storage shelf
 - (IU) Adjustable center shelf
 - (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
 - Versa Gard – VGCP7C Captur self-service food protector, complete length with all required components and side shields; clear anodized aluminum, starfire clear glass and surface mounted brackets
 - (DD) two (2) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount
- Services - Daisy chain to adjacent unit
 - (by respective trades)
 - 1" Indirect Waste

BC. Item No. 1.095 Solid Top Food Table

- Quantity - One (1)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - 66-ST-L
- Size - 66" x 30" x 30" working height
- Construction - Solid top table with open storage base
 - 14 gauge stainless steel top
 - Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
 - Daisy chain
- Accessories - (AA) line-up locks
 - (V) 28" Stainless steel insert storage shelf

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- (IU) Adjustable center shelf
- (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
- (DD) One (1) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount
- Services - Daisy chain to adjacent unit

Rochester School 6, Dag Hammarskjold**BD. Item No. 1.000 Mop Sink**

- Quantity - One (1)
- Manufacturer - Advance Tabco
- Model No. - 9-OP-48
- Size - 25" x 33" x 16" Overall size
- Construction - 304 stainless steel construction, floor mounted
 - No-drip die formed recessed v-edge on three sides tile edge on rear
 - Complete drain assembly
- Accessories - K-204 service faucet
 - K-242 Mop hanger
- Note - All faucets to meet "The Reduction on Lead in Drinking Water Act.": and the amended "Safe Drinking Water Act" (2011).025% allowable lead content.
- Service - (by respective trades)
 - 1/2" CW, 1/2" HW
 - 2" Direct Waste

BE. Item No. 1.001 Eye Wash Sink

- Quantity - One (1)
- Manufacturer - Bradley
- Model No. - S19-210
- Size - 10" diameter x 41.5" high
- Construction - Floor mounted, 10" diameter yellow impact resistant plastic bowl
 - Galvanized steel pipe and waste tee w/ floor flange, safety yellow coating
 - Chrome-plated brass spray head assembly w/ twin soft-flow eyewash heads with spray head covers
 - Chrome-plated brass 1/2" NPT stay open ball valves, hand operated by a highly visible push plate handle
- Accessories - S19-2000 EFX-8 thermostatic mixing valve
- Service - (by respective trades)
 - 1/2" HW, 1/2" CW, 1-1/4" Waste

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

BF. Item No. 1.002 Hand Sink

- Quantity - One (1)
- Manufacturer - Eagle Group
- Model No. - HSA-10-FA-P
- Size - 18-7/8" x 14-3/4" x 33-1/4" working height
- Construction - Hand sink, foot valve operated
 - 304 all welded stainless steel construction, stainless steel pedestal with removable front
 - Inverted "V" edge
 - Splash mounted gooseneck, foot pedal valves, P-trap and tail piece, basket drain
- Note - All faucets to meet "The Reduction on Lead in Drinking Water Act.": and the amended "Safe Drinking Water Act" (2011).025% allowable lead content.
- Services - (by respective trades)
 - 1/2" HW. 1/2" CW
 - 1-1/2" Waste

BG. Item No. 1.005 Shelving, Plastic, Louvered

- Quantity - Four (4)
- Manufacturer - Intermetro
- Model No. - MQ2472G
- Size - 74" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
 - Epoxy coated steel frame
 - Five (5) shelf high
 - Four (4) wedge connectors
 - Two (2) each 5PCX polyurethane swivel casters w/ bumpers
 - Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

BH. Item No. 1.006 Shelving, Plastic, Louvered

- Quantity - Two (2)
- Manufacturer - Intermetro
- Model No. - MQ2460G
- Size - 60" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
 - Epoxy coated steel frame
 - Five (5) shelf high
 - Four (4) wedge connectors
 - Two (2) each 5PCX polyurethane swivel casters w/ bumpers
 - Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

BI. Item No. 1.010 Walk-in Cooler
Item No. 1.020 Walk-in Freezer

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- | | |
|--------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Quantity | - One (1) |
| Manufacturer | - Kolpak |
| Size | - Overall dimensions: 17'-4" x 7'-9" x 8'-6.25" box height
- Cooler interior: 8'-2" x 7'-1" x 7'-10.25"
- Freezer interior: 8'-2" x 7'-1" x 7'-10.25" |
| Construction | - Combination Cooler / Freezer
- 4" thick prefabricated vertical panels, galvalume, embossed 26 gauge, where not exposed, embossed white where exposed
- 4" thick prefabricated ceiling panels, galvalume, embossed 26 gauge exterior and embossed white 26 gauge interior finish
- 4" thick prefabricated aluminum finish insulated floor panel, recessed (coordinate depth of recess finish materials), stainless steel threshold
- Two (2) 34" x 78" flush fitting doors, finished to match wall panels; hinged as indicated on drawings; door frame and door to be galvalume embossed white finish: door handle – Kason 28 w/ locking assembly, Door closer – Kason 1098 w/ cover and hook, 2" dial thermometer, Pilot light switch, Hinge – Kason 1345 Adjustable / Spring Assisted, light fixture – Kason 1803 LED w/ Bulb and Globe
- Vent – Pressure relief, heated – Kason 1825
- Door interior & exterior clad with 1/8" aluminum tread plate kickplate, 3'-0" high
- Observation windows, 14" x 24"
- Pre-wired standard LED light fixture per door: to contain additional LED 4'-0" light fixture |
| Accessories | - Vertical and horizontal embossed galvalume enclosure panels, finished to match exterior of box at wall and ceiling openings
- Strip Curtains, Curtron 8" x 0.80 standard non-reinforced PVC material, complete with standard wall mounting hardware
- Modularm 75LC-MD-1 multi-monitor, temperature display and alarm, recessed in the door panel, extend thermostat cable and anchor per manufacture requirements to wall panels, three button system for hi/low temperature alarm, AC failure alarm with built-in rechargeable battery, manual and timed light control, with motion detector
- Complete with 48" high Aluminium tread plate bumper on full interior and exterior perimeter of room. Bumpers to be fastened to walk-in room wall with countersunk stainless steel screws. All screws to be covered with a plastic cap, color to match bumper. Miter all corners and silicone seal tops and joints between finished floor and tread plate. Provide stainless steel trim strip between sections of panels to conceal all joints and at ends |
| Services | - (by respective trades)
- 120v/1ph, 12.0 amps |

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

BJ. Item No. 1.011 Temperature Alarm
Item No. 1.021 Temperature Alarm

- Quantity - One (1), each
 Manufacturer - Modularm
 Model No. - 75CL-MD-1
 - Modularm multi-monitor, temperature display and alarm, recessed in the door panel, extend thermostat cable and anchor per manufacture requirements to wall panels, three button system for hi/low temperature alarm, AC failure alarm with built-in rechargeable battery, manual and timed light control, with motion detector

BK. Item No. 1.012 Evaporator Coil
Item No. 1.013 Condensing Unit

- Quantity - One (1)
 Manufacturer - Kolpak
 Model No. - KAM16-066-1EC-PR-8 Evaporator Coil
 - KPC68MZOP-3EP Compressor
 Size - 3/4 hp compressor
 Construction - System shall include all necessary components and controls for proper operation of condensing unit and evaporator coil and be capable of producing and maintaining a minimum temperature of 35°F in cooler under average production loads and ambient temperature
 - 3/4 hp, Medium temperature pre charged air cooled scroll condensing unit, Standard components for outdoor unit, mounted in building roof, complete with weather resistant housing with removable hood and ambient controls, liquid line filter and sight glass
 - Pre-assembled evaporator coil matched to the compressor / condenser system, complete with expansion valve, liquid line solenoid valve and mechanical thermostat
 - 2-5 year extended compressor warranty
 - 1 year parts and labor
 Services - (by respective trades)
 - 120v/1ph, 0.8 amps evaporator
 - 208v/3ph, 12.8 amps compressor
 - 1" Indirect Waste

BL. Item No. 1.014 Shelving, Plastic, Louvered

- Quantity - Two (2)
 Manufacturer - Intermetro
 Model No. - MQ2472G

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alternations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

- Size - 72" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
 - Epoxy coated steel frame
 - Four (4) shelf high
 - Four (4) wedge connectors
 - Two (2) each 5PCX polyurethane swivel casters w/ bumpers
 - Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

BM. Item No. 1.022 Evaporator Coil
Item No. 1.023 Condensing Unit

- Quantity - One (1)
- Manufacturer - Kolpak
- Model No. - KEL26-066-2EC-PR-8 Evaporator Coil
 - KPC248LZOP-3EP Compressor
- Size - 2-1/4 hp compressor
- Construction - System shall include all necessary components and controls for proper operation of condensing unit and evaporator coil and be capable of producing and maintaining a minimum temperature of -10°F in cooler under average production loads and ambient temperature
 - 2-1/2 hp, Low temperature pre charged air cooled scroll condensing unit, Standard components for outdoor unit, mounted in building roof, complete with weather resistant housing with removable hood and ambient controls, liquid line filter and sight glass
 - Pre-assembled evaporator coil matched to the compressor / condenser system, electric defrost, complete with expansion valve, liquid line solenoid valve and mechanical thermostat
- Services - (by respective trades)
 - 208v/1ph, 0.8 amps evaporator, 9.0 amps defrost
 - 208v/3ph, 12.3 amps compressor
 - 120v/1ph 5.0 amps, drain line heater
 - 1" Indirect Waste

BN. Item No. 1.024 Shelving, Plastic, Louvered

- Quantity - Two (2)
- Manufacturer - Intermetro
- Model No. - MQ2472G
- Size - 72" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
 - Epoxy coated steel frame
 - Four (4) shelf high
 - Four (4) wedge connectors
 - Two (2) each 5PCX polyurethane swivel casters w/ bumpers
 - Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alternations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

BO. Item No. 1.030 Stainless Steel Table

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 4'-6" x 30" x 34" working height
- Construction - 14 gauge 304 stainless steel top rolled edge front, square to match Item No. 1.031; 8" x 2" integral back riser returned to the wall on 45°: sound deadening required under counter top
 - One (1) three tier steel utility drawer unit with integral pulls, heavy duty extension slides, 20" x 20" x 5" deep stainless steel drawer insert pans
 - 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1" 16 gauge stainless steel cross bracing welded at legs
- Services - (by respective trades)
 - 120v/1ph, on adjacent wall by EC
 - ½" HW, ½" CW, 1-1/2" Indirect waste

**BP. Item No. 1.031 Stainless Steel Table
Item No. 1.031A Stainless Steel Wall Shelf**

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 5'-0" x 30" x 34" working height
- Construction - 14 gauge 304 stainless steel top rolled edge front and right sides, left edge, square to match Item No. 1.030; 8" x 2" integral back riser returned to the wall on 45°: sound deadening required under counter top
 - One (1) three tier steel utility drawer unit with integral pulls, heavy duty extension slides, 20" x 20" x 5" deep stainless steel drawer insert pans
 - 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1" 16 gauge stainless steel cross bracing welded at legs
- Accessories - One (1), Advance Tabco WS-12-60-16, wall mounted shelf, complete with wall mounting brackets
- Services - (by respective trades)
 - 120v/1ph, on adjacent wall by EC
 - ½" HW, ½" CW, 1-1/2" Indirect waste

BQ. Item No. 1.032 Stainless Steel Table with Sink

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 8'-0" x 30" x 34" working height

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alternations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

- Construction - 14 gauge 304 stainless steel top and sink bowls, rolled edge all sides, sound deadening required under counter top and sink bowls
- One (1) integral 16" x 20" x 12" deep sink bowls, all coved corner, complete with 2" lever waste s/w overflow and handle support bracket; stainless steel apron around sink bowl
- One (1) T & S Brass B-0331 CC, swivel base, swivel gooseneck nozzle with aerator, 4" wrist blade handles and male inlets
- 16 gauge stainless steel all welded partial under shelve, 1-1/2" square edge front and ends, back turned up 2"
- One (1) three tier steel utility drawer unit with integral pulls, heavy duty extension slides, 20" x 20" x 5" deep stainless steel drawer insert pans, lockable drawers, all keyed alike
- 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1" 16 gauge stainless steel cross bracing welded at legs, open under sink bowls to allow access for plumbing connections
- Mount one (1) convenience outlets, 120v/1ph 12.0 amps under table top
- Services - (by respective trades)
- 120v/1ph, 12.0 amps
- One (1) ea. 1/2" HW, 1/2" CW
- 1-1/2" Indirect Direct waste

BR. Item No. 1.033 Waste Bin with Dolly

- Quantity - One (1)
- Manufacturer - Rubbermaid Brute
- Model No. - FG262000GRAY Trash Bin
- FG261960GRAY Lid
- RCP2640BLA Dolly
- Size - 19.38" diameter x 22.91" high trash bin
- 18.25" diameter x 6.625" high dolly
- Construction - 20 gallon container, gray color
- Brute dolly and lid to match

**BS. Item No. 1.034 Combination Oven, Gas
Item No. 1.034A Water Filter System**

- Quantity - Two (2)
- Manufacturer - Rational
- Model No. - SCC 102NG (B128206.19E)
- Size - 42-1/8" x 38-1/4" x 41" high
- Construction - Self-cooking center, Combi Oven/Steamer, Natural gas
- I Cooking control with 7 modes: HighDensity Control, iLevel Control, Efficient Care Control, Combi-Steamer with 3 modes

RCSD School No. 4 - George Mather Forbes Additions and Alterations
 RCSD School No. 6 - Dag Hammarskjold Additions and Alternations
 RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

- Core temp probe w/ 6 point measurement
- Hand shower with automatic retracting system
- Five (5) grid shelves
- Accessories - 2 year parts and labor warranty
- Rational Certified Installation
- Pre-installation site survey
- Installation kit
- Chef Assistance program
- Rational USB data memory stick
- Door hinged on right
- Stationary Oven Stand, 14 supporting rails, side panels and top closed, rear panel open, height 26-3/8"
- Five (5) ease Gastronorm grid shelf
- Ten (10) each Combi Fry Basket
- Two (2) each cleaner tablet without Phosphor, bucket with 100 packets
- One (1) Care Tablets, bucket of 150 packets
- Pentair Everpure Kleensteam II Twin water filter system, Model EV9797-22 with wall mounting bracket
- Services - (by respective trades)
- 208v/1ph, 6-15P cord and plug
- 168,000 BTU, natural gas
- 1" water connection
- 2" Indirect waste

BT. Item No. 1.035 Stainless Steel Wall Panel

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 10'-6" (126") x 80" high
- Construction - Length of Exhaust hood, Floor to underside of hood
- 22 gauge type 304 stainless steel wall panels, maximum practical size
- Extending from the floor or base to the bottom rear edge of the hood, full length of the hood system
- Provide Components Hardware J64-1450 divider trim strips and J63-1451 end caps
- Pre-punch for utility stubs (field cutting is to be avoided – trim with chrome escutcheons)

BU. Item No. 1.036 Exhaust Hood

- Quantity - One (1)
- Manufacturer - Captive Aire
- Model No. - 6024ND-2-PSP-F series
- Construction - One (1) exhaust hood wall canopy, 9'-9" long capture hood section, w/ front perforated supply plenum and built-in 3" back

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alternations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

- standoff, 1" right and left standoff, remote Fire Suppression Cabinet
- 304 Stainless steel construction with double wall insulated front, hanging angles, one (1) 10" x 20" exhaust collar, three (3) total 12" x 20" make-up air collars, with volume dampers
- UL listed pre-wired 3'-0" recessed light fixtures, color temperature 2700K-3500K, Includes two (2) LED 312013W Bulbs
- 20" x 16" Stainless steel Captrate Solo filters with hook
- Grease drain system with removable 1-1/2 pint grease cup
- Pre-piped Ansul UL 300 fire suppression system, to match equipment layout, complete system as per Item No. 1.002A
- Electrical Control Package, SC-310110MA, 3 phase w/ control for 1 exhaust fan, exhaust on in fire, lights out in fire, relay on/off with supply fan, fan on/off thermostatically controlled. Room temperature Sensor with duct thermostat kit; Digital prewire lighting relay kit, thermistor cable and CAT-5E cable
- Accessories - Field wrappers to finished ceiling, front only
- Services - (by respective trades)
- 2,090 CFM total exhaust
- 1,672 CFM total make-up air
- 208v/3ph, 3.4 amps

BV. Item No. 1.036A Fire Panel System Control Panel

- Quantity - One (1)
- Manufacturer - Ansul
- Model No. - 3.0
- Construction - Pre-Engineered automatic fire suppression system, wet chemical agent for grease related fires
- 3.0 gallon system including, nozzles, blow-off caps, detectors, cartridges, agent, fusible links and pulley elbows
- Remote manual pull stations
- Micro switches for alarm and electrical equipment
- Final installation and certification
- Accessories - One (1) type K- fire extinguishers
- Mechanical gas valves, sized and quantity to be coordinated with PC on site
- Services - (by respective trades)
- 120v/1ph, 12 amps

BW. Item No. 1.040 Stainless Steel Potwash Table w/ Three Sinks
Item No. 1.044 Stainless Steel Wall Panel

- Quantity - One (1)

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- Manufacturer - Custom Stainless Steel Fabrication
- Size - 12'-6" x 30" x 34" working height, configuration per floor plan
- Construction - 14 gauge 304 stainless steel sink bowls and drain board, 3" x 1-1/2" raised roll edge front, 8" x 2" integral back riser returned to the wall on 45°: sound deadening required under all drain boards and sink bowls
 - Three (3) integral 30" x 24" x 14" deep sink bowls, all coved corner, complete with 2" lever waste s/w overflow and lever bracket
 - One (1) T & S Brass B-0231 CC-CR, swivel base, 12" nozzle with aerator, B-WH4 4" wrist blade handles, male inlets ceramic cartridges
 - One (1) T & S Brass B-0133-12CRVBCE, Pre-rinse spray unit with add-on faucet and 12" swing nozzle, B-0230-K vacuum breaker, ceramic cartridges, B-109-1, 6" wall bracket, B-WH4 4" wrist action handles
 - 1-1/5" dia. 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1" 16 gauge stainless steel cross bracing welded at legs
- Accessories - Custom Stainless Steel Wall Panels, 13'-6" x 60" high, 36" x 60" high both ends, 22 gauge type 304 stainless steel wall panels, maximum practical size, Extending from finished floor or base behind, Provide Components Hardware J64-1450 divider trim strips and J63-1451 end caps, Pre-punch for utility stubs (field cutting is to be avoided – trim with chrome escutcheons)
- Services - (by respective trades)
 - Two (2) 3/4" HW, 3/4" CW
 - 2" Waste

BX. Item No. 1.041 Waste Bin with Dolly

- Quantity - One (1)
- Manufacturer - Rubbermaid Brute
- Model No. - FG262000GRAY Trash Bin
 - FG261960GRAY Lid
 - RCP2640BLA Dolly
- Size - 19.38" diameter x 22.91" high trash bin
 - 18.25" diameter x 6.625" high dolly
- Construction - 20 gallon container, gray color
 - Brute dolly and lid to match

BY. Item No. 1.042 Pot Rack

- Quantity - Two (2)
- Manufacturer - Intermetro
- Model No. - PR48VX3

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alternations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

- Size - 50" wide x 26" deep w/ 63" posts + casters
- Construction - MetroMax mobile drying rack unit
 - Exterior surfaces are high-impact thermoplastic resin
 - Built-in Microban antimicrobial product protection
 - Four (4) cutting board / tray drying racks, epoxy coated steel
 - Shelf mats are mineral reinforced polypropylene
 - Two (2) 5PCX swivel caster, two (2) 5PCBX swivel caster with brakes

BZ. Item No. 1.045 Stacked Washer / Dryer

- Quantity - One (1)
- Manufacturer - Speed Queen
- Model No. - ATEE9AGP173TWO
- Size - 26-7/8" x 27-3/4" x 78-3/16" high
- Construction - Stacked Washer / Dryer
 - 3.42 Cu. Ft Washer and 7.0 Cu. Ft. Dryer
 - White on White
- Accessories - Installation per manufacturer requirements
 - Flexible water disconnect per specific conditions
 - Dryer Cord
- Services - (by respective trades)
 - 120v/1ph, 15.0 amps Washer
 - 240v/1ph, 30.0 amps Dryer
 - 3/4" CW, 3/4" HW
 - 1-1/2" Indirect Waste

CA. Item No. 1.050 Hand Sink

- Quantity - Two (2)
- Manufacturer - Eagle Group
- Model No. - HSA-10-FA-P
- Size - 18-7/8" x 14-3/4" x 33-1/4" working height
- Construction - Hand sink, foot valve operated
 - 304 all welded stainless steel construction, stainless steel pedestal with removable front
 - Inverted "V" edge
 - Splash mounted gooseneck, foot pedal valves, P-trap and tail piece, basket drain
- Note - All faucets to meet "The Reduction on Lead in Drinking Water Act.": and the amended "Safe Drinking Water Act" (2011).025% allowable lead content.
- Services - (by respective trades)
 - 1/2" HW. 1/2" CW
 - 1-1/2" Waste

CB. Item No. 1.051 Stainless Steel Table with Sink

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

Item No. 1.051A Stainless Steel Wall Shelf

- Quantity - Two (2)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 8'-0" x 30" x 34" working height
- Construction - 14 gauge 304 stainless steel top rolled edge front, both ends, square to match Item No. 1.053; 8" x 2" integral back riser returned to the wall on 45°: sound deadening required under counter top and sink bowl
 - One (1) integral 16" x 20" x 12" deep sink bowls, all coved corner, complete with 2" lever waste s/w overflow and handle support bracket; stainless steel apron around sink bowl
 - One (1) T & S Brass B-0231 CC, swivel base, swivel gooseneck nozzle with aerator, 4" wrist blade handles and male inlets
 - One (1) three tier steel utility drawer unit with integral pulls, heavy duty extension slides, 20" x 20" x 5" deep stainless steel drawer insert pans
 - Area between drawing units to house 5 pair stainless steel tray slides for 12" x 20" x 2" deep hotel pan, equal spacing
 - 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1" 16 gauge stainless steel cross bracing welded at legs
- Accessories - Two (2), Advance Tabco WS-12-72-16, wall mounted shelf, complete with wall mounting brackets
- Services - (by respective trades)
 - 120v/1ph, on adjacent wall by EC
 - 1/2" HW, 1/2" CW, 1-1/2" Indirect waste

CC. Item No. 1.052 Waste Bin with Dolly

- Quantity - Two (2)
- Manufacturer - Rubbermaid Brute
- Model No. - FG262000GRAY Trash Bin
 - FG261960GRAY Lid
 - RCP2640BLA Dolly
- Size - 19.38" diameter x 22.91" high trash bin
 - 18.25" diameter x 6.625" high dolly
- Construction - 20 gallon container, gray color
 - Brute dolly and lid to match

**CD. Item No. 1.053 Stainless Steel Table
Item No. 1.053A Stainless Steel Wall Shelf**

- Quantity - Two (2)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 5'-0" x 30" x 34" working height

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- Construction - 14 gauge 304 stainless steel top rolled edge front, both ends square to match Item No. 1.031; 8" x 2" integral back riser returned to the wall on 45°: sound deadening required under counter top and sink bowl
- One (1) three tier steel utility drawer unit with integral pulls, heavy duty extension slides, 20" x 20" x 5" deep stainless steel drawer insert pans
- Area between drawer units to house 5 pair stainless steel tray slides for 12" x 20" x 2" deep hotel pan, equal spacing
- 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1" 16 gauge stainless steel cross bracing welded at legs
- Accessories - Two (2), Advance Tabco WS-12-60-16, wall mounted shelf, complete with wall mounting brackets
- Services - (by respective trades)
- 120v/1ph, on adjacent wall by EC

CE. Item No. 1.054 Hot Holding Cabinet

- Quantity - Two (2)
- Manufacturer - Alto-Shaam
- Model No. - 1200-UP
- Size - 27-5/8" x 34-1/2" x 75-13/16" high
- Construction - Double compartment holding cabinet
- On/off simple controller with adjustable thermostat, indicator light
- Chrome plated universal side rails with four sets of pan slides
- Stainless steel exterior
- 5" casters
- Services - (by respective trades)
- 208v/1ph, 7.0 amps

CF. Item No. 1.055 Reach-in Refrigerator

- Quantity - Two (2)
- Manufacturer - True Food Service Equipment Inc
- Model No. - T-49-HC
- Size - 54-1/8" x 29-3/4" x 78-3/8" high
- Construction - Two section refrigerator, full height stainless steel doors and front
- Aluminum sides, interior and stainless steel floor
- Interior light
- 4" casters
- Self-contained refrigeration system with R290 refrigerant
- 5 year compressor warranty
- 3 year parts and labor warranty
- Standard door swing

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- Accessories - Full door bun tray rack behind each door
- Services - (by respective trades)
- 120v/1ph, 5.8 amps

CG. Item No. 1.060 Forced Air Milk Cooler

- Quantity - Two (2)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - CPM-BFD-8
- Size - 38-1/2" x 32.625" x 43.625" high
- Construction - Self-contained refrigerated milk cooler, 8 crate
- Laminate finish to cover all sides
- 5" diameter casters, swivel type
- Accessories - (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
- Services - (by respective trades)
- 120v/1ph, 9.6 amps
- 1" Indirect Waste

CH. Item No. 1.061 Hot Top Food Table with Full Service Sneeze Guard

- Quantity - Two (2)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - K36-CPS-L
- Size - 36" x 30" x 34" working height
- Construction - 14 gauge stainless steel top, hot top table
- Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
- Stainless steel hot top
- Laminate finish to cover all sides
- 5" diameter casters, swivel type
- Accessories - (AA) line-up locks
- (D) 5" x 36" solid cutting board
- (V) 28" Stainless steel insert storage shelf
- (IU) Adjustable center shelf
- (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
- (DD) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount
- Versa Gard – VGCP6C Captur full service food protector, complete length with all required components and side shield on open end; clear anodized aluminum finish, starfire clear glass and surface mounted brackets
- Services - Daisy chain from adjacent units
- (by respective trades)
- 120v/208v/1ph, 60.0 amps
- 1" Indirect Waste

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

CI. Item No. 1.062 Convertible Hot/Cold Food Table w/ Full Service Sneeze Guard – Three Well

- Quantity - Two (2)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - KQSCHP-3-L
- Size - 50-3/8" x 30" x 34" working height
- Construction - 14 gauge stainless steel top, three well quick switch, hot/cold/freezing pans built-in
 - Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
- Accessories - (AA) line-up locks
 - 8" x 50" Cutting board, solid stainless steel
 - (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
 - Versa Gard – VGCP6C Captur full service food protector, complete length with all required components and side shield on open end; clear anodized aluminum finish, starfire clear glass and surface mounted brackets
 - (DD) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount
- Services - Line up locks
- Services - Daisy chain to Item No. 1.061

CJ. Item No. 1.063 Solid Top Food Table

- Quantity - Two (2)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - 36-ST-L
- Size - 36" x 30" x 30" working height
- Construction - Solid top table with open storage base
 - 14 gauge stainless steel top
 - Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
 - Daisy chain
- Accessories - (AA) line-up locks
 - (V) 28" Stainless steel insert storage shelf
 - (IU) Adjustable center shelf
 - (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
 - (DD) Two (2) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

Services - Daisy chain to Item No. 1.061

CK. Item No. 1.064 Refrigerated Cold Food Table with Self Service Sneeze Guard – 5 Well

Quantity - Two (2)

Manufacturer - Low Temp Industries (LTI)

Model No. - 74-CFMX-L

Size - 74-3/8" x 30" x 30" working height

Construction - 2063TA-5Pan Temp-est aire refrigerated cold counter, built-in with adaptor bars

- 14 gauge stainless steel top

- Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom

- Laminate finish to cover all sides

- 5" diameter casters, swivel type

- Self-contained refrigeration

- Open base storage

Accessories - (AA) line-up locks

- (V) two (2) 28" Stainless steel insert storage shelf

- (IU) Adjustable center shelf

- (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor

- Versa Gard – VGCP7C Captur self-service food protector, complete length with all required components and side shields; clear anodized aluminum, starfire clear glass and surface mounted brackets

- (DD) two (2) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount

Services - Daisy chain to Item No. 1.061

- (by respective trades)

- 1" Indirect Waste

CL. Item No. 1.065 Solid Top Food Table

Quantity - Two (2)

Manufacturer - Low Temp Industries (LTI)

Model No. - 28-ST-L

Size - 28" x 30" x 30" working height

Construction - Solid top table with open storage base

- 14 gauge stainless steel top

- Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom

- Laminate finish to cover all sides

- 5" diameter casters, swivel type

Accessories - (AA) line-up locks

- (V) 28" Stainless steel insert storage shelf

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- (IU) Adjustable center shelf
- (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
- (DD) Two (2) Electrical outlet in cabinet w/ wiring for daisy chain, cord hooks, bottom mount
- Services - Daisy chain to Item No. 1.061

CM. Item No. 1.066 Cashier Stand

- Quantity - One (1)
- Manufacturer - Low Temp Industries (LTI)
- Model No. - 36-CSS-L
- Size - 36-3/8" x 30" x 34" high
- Construction - 14 gauge stainless steel top with square turn down on all sides
 - Uni-body (L) structure, 18 gauge stainless steel body with galvanized uprights and 20 gauge steel bottom
 - Laminate finish to cover all sides
 - 5" diameter casters, swivel type
- Accessories - Two (2), (A) beaded, stainless steel tray slides, locked in the up position, elementary height at 28" above the finished floor
 - (HH) Cashier Drawer w/ locks
 - (DD) Electrical outlet in cabinet with wiring
 - Cashier liner
 - Cashier tubular foot rest
 - Cord grommet for cashier cord
- Services - (by respective trades)
 - 120v/1ph, 12.0amp

CN. Item No. 1.067 P.O.S. (Point of Sale)

- Quantity - One (1)
- Note - Supplied by Owner

Rochester School 10, Dr. Walter Cooper School**CO. Item No. E.000 Forced Aire Milk Cooler**

- Quantity - One (1)
- Manufacturer - LowTemp Industries
- Model No. - CPM-BFD-8
- Note - Existing milk cooler to be removed from existing location, placed in storage, cleaned and relocated in the renovated space, per the Food Service Floor Plan, ready for service connections.
- Services - (by respective trades)
 - 120v/1ph, 9.7 amps

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

CP. Item No. E.001 Refrigerated Cold Food Table – 4 Well

- Quantity - One (1)
- Manufacturer - LowTemp Industries
- Model No. - 60-CFMA-MOD
- Note - Existing cold food table to be removed from existing location, placed in storage, cleaned and relocated in the renovated space, per the Food Service Floor Plan, ready for service connections.
- Services - (by respective trades)
 - 120v/1ph, 8.5 amps
 - 1" Indirect Waste

CQ. Item No. E.002 Hot Food Table – 3 Well

- Quantity - One (1)
- Manufacturer - LowTemp Industries
- Model No. - EF3-CPA-MOD
- Note - Existing hot food table to be removed from existing location, placed in storage, cleaned and relocated in the renovated space, per the Food Service Floor Plan, ready for service connections.
- Services - (by respective trades)
 - 208v/3ph, 16.5 amps
 - 1" Indirect Waste

CR. Item No. E.003 Refrigerated Cold Food Table – 2 Well

- Quantity - One (1)
- Manufacturer - LowTemp Industries
- Model No. - 36-CFMA-EB
- Note - Existing cold food table to be removed from existing location, placed in storage, cleaned and relocated in the renovated space, per the Food Service Floor Plan, ready for service connections.
- Services - (by respective trades)
 - 120v/1ph, 7.5 amps
 - 1" Indirect Waste

CS. Item No. E.004 Solid Top Wedge Filler Unit

- Quantity - Two (2)
- Manufacturer - LowTemp Industries
- Model No. - 28-ST-MOD
- Note - Existing cold food table to be removed from existing location, placed in storage, cleaned and relocated in the renovated space, per the Food Service Floor Plan

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

CT. Item No. E.005 Cashier Stand

- Quantity - One (1)
- Manufacturer - LowTemp Industries
- Model No. - 50-CSS-MOD
- Note - Existing cold food table to be removed from existing location, placed in storage, cleaned and relocated in the renovated space, per the Food Service Floor Plan, ready for service connections.
- Services - (by respective trades)
- 120v/1ph, 12.0 amps

CU. Item No. E.006 Point of Sale (POS)

- Quantity - One (1): Not in Food Service Contract
- Services - (by respective trades)
- 120v/1ph, 12.0 amps

CV. Item No. 1.000 Shelving, Plastic, Louvered

- Quantity - One (1)
- Manufacturer - Intermetro
- Model No. - MQ2454G
- Size - 54" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
- Epoxy coated steel frame
- Four (4) shelf high
- Four (4) MQ63UPE Posts, mobile for stem casters
- Four (4) wedge connectors
- Two (2) each 5PCX polyurethane swivel casters w/ bumpers
- Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

CW. Item No. 1.001 Shelving, Plastic, Louvered

- Quantity - Three (3)
- Manufacturer - Intermetro
- Model No. - MQ2472G
- Size - 72" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
- Epoxy coated steel frame
- Four (4) shelf high
- Four (4) MQ63UPE Posts, mobile for stem casters
- Four (4) wedge connectors
- Two (2) each 5PCX polyurethane swivel casters w/ bumpers
- Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alternations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

CX. Item No. 1.002 Shelving, Plastic, Louvered

- Quantity - Three (3)
- Manufacturer - Intermetro
- Model No. - MQ2460G
- Size - 60" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
 - Epoxy coated steel frame
 - Four (4) shelf high
 - Four (4) MQ63UPE Posts, mobile for stem casters
 - Four (4) wedge connectors
 - Two (2) each 5PCX polyurethane swivel casters w/ bumpers
 - Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

CY. Item No. 1.005 Eye Wash Sink

- Quantity - One (1)
- Manufacturer - Bradley
- Model No. - S19-210
- Size - 10" diameter x 41.5" high
- Construction - Floor mounted, 10" diameter yellow impact resistant plastic bowl
 - Galvanized steel pipe and waste tee w/ floor flange, safety yellow coating
 - Chrome-plated brass spray head assembly w/ twin soft-flow eyewash heads with spray head covers
 - Chrome-plated brass ½" NPT stay open ball valves, hand operated by a highly visible push plate handle
- Accessories - S19-2000 EFX-8 thermostatic mixing valve
- Service - (by respective trades)
 - ½" HW, ½" CW, 1-1/4" Waste

CZ. Item No. 1.006 Hand Sink

- Quantity - One (1)
- Manufacturer - Eagle Group
- Model No. - HSA-10-FA-P
- Size - 18-7/8" x 14-3/4" x 33-1/4" working height
- Construction - Hand sink with foot valves
 - 304 all welded stainless steel construction
 - Inverted "V" edge
 - Splash mounted gooseneck, single foot pedal
 - P-trap and tail piece, basket drain
- Services - (by respective trades)
 - ½" HW, ½" CW
 - 1-1/2" Waste

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

DA. Item No. 1.008 Stainless Steel Mobile Tables

- Quantity - Two (2)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 4'-0" x 30" x 34" working height
- Construction - 14 gauge 304 stainless steel top, bullnose edge three sides, back where meeting other table to be square edge, sound deadening required under counter top
 - 1-1/5" dia, 16 gauge stainless steel legs with gussets
 - 16 gauge 304 stainless steel under shelf, with channel supports, welded to legs, 1-1/2" square edges all sides
 - Four (4) medium duty swivel stem caster, loading capacity 250 lbs each, Components Hardware, CMS4-5RBB, gray polyurethane wheels with ball bearings, all four with brakes

**DB. Item No. 1.010 Walk-in Cooler
Item No. 1.020 Walk-in Freezer**

- Quantity - One (1)
- Manufacturer - Kolpak
- Size - Overall dimensions: 16'-4.5 x 14-5.5" x 8'-6.25" high
 - Cooler interior: 7'-9" x 13'-9.5" x 7'-5.25"
 - Freezer interior: 7'-9" x 13'-9.5" x 7'-5.25"
- Construction - 4" thick prefabricated, polyurethane foam injected vertical, ceiling and floor panels, tongue and grooved sections with cam locking systems supplied with cam lock plugs and PVC gaskets (no wood bracing will be accepted in panels); with a standard R 32 value, galvalume, embossed 26 gauge, where not exposed, embossed white where exposed
 - 4" thick prefabricated aluminum finish insulated floor panel, recessed (coordinate depth of recess required with finish materials)
 - Two (2) 36" x 78" flush fitting, insulated, super doors with reinforced door perimeter jamb and threshold, full door gasket and bottom door sweep, finished to match wall panels (door and plug to be galvalume embossed white finish), hinged as indicated on drawings; heavy duty third hinge; latch to include provision for padlock and safety release, posi-seal door closure; freezer compartment door frame heated with pressure relief port
 - Two (2) observation view-port windows, 14" x 24" located one (1) per door, freezer window heated
 - Door interior & exterior clad with 1/8" aluminum tread plate kickplate, 3'-0" high
 - Pre-wired Vapor Proof LED light fixture per door: cooler section and freezer section to contain two (2) each additional

RCSD School No. 4 - George Mather Forbes Additions and Alterations

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RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

- Kason, two lamp x 18w at 1200 lumens each LED 4’-0” light fixture, model 1810 including all mounting clips and systems
- Accessories - Vertical diamond plate corner guard at exposed corner
- Vertical and horizontal embossed galvalume enclosure panels, finished to match exterior of box at wall and ceiling openings
- Strip Curtains, Curtron 8” x 0.80 standard non-reinforced PVC material, complete with standard wall mounting hardware
- Modularm 75LC-MD-1 multi-monitor, temperature display and alarm, recessed in the door panel, extend thermostat cable and anchor per manufacture requirements to wall panels, three button system for hi/low temperature alarm, AC failure alarm with built-in rechargeable battery, manual and timed light control, with motion detector
- Services - (by respective trades)
- 120v/1ph, 20.0 amp Ckt

DC. Item No. 1.011 Temperature Alarm

- Quantity - One (1)
- Manufacturer - Modularm
- Model No. - 75CL-MD-1
- Modularm multi-monitor, temperature display and alarm, recessed in the door panel, extend thermostat cable and anchor per manufacture requirements to wall panels, three button system for hi/low temperature alarm, AC failure alarm with built-in rechargeable battery, manual and timed light control, with motion detector

DE. Item No. 1.012 Evaporator Coil - Cooler
Item No. 1.013 Condensing Unit - Cooler

- Quantity - One (1)
- Manufacturer - Kolpak
- Model No. - KAM26-094-1EC-PR-8 – Evaporator Coil
- KPC98MZOP-3EP - Compressor
- Size - 1 hp compressor
- Construction - System shall include all necessary components and controls for proper operation of condensing unit and evaporator coil and be capable of producing and maintaining a minimum temperature of 35°F in freezer under average production loads and ambient temperature
- 1 hp, Medium temperature pre charged air cooled scroll condensing unit, most current acceptable refrigerant (R448A), Standard components for outdoor unit, mounted on building roof, complete with weather resistant housing with removable hood and ambient controls, head pressure control valve, liquid line filter and sight glass

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- Pre-assembled evaporator coil matched to the compressor / condenser system, complete with expansion valve, liquid line solenoid valve and mechanical thermostat
- 2-5 year extended compressor warranty
- 1 year parts and labor
- Services - (by respective trades)
- 120v/1ph, 1.6 amps evaporator
- 208v/3ph, 9.4 amps compressor
- 1" Indirect Waste

DF. Item No. 1.014 Shelving, Plastic, Louvered

- Quantity - One (1)
- Manufacturer - Intermetro
- Model No. - MQ2472G
- Size - 72" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
- Epoxy coated steel frame
- Four (4) shelf high
- Four (4) MQ63UPE Posts, mobile for stem casters
- Four (4) wedge connectors
- Two (2) each 5PCX polyurethane swivel casters w/ bumpers
- Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

DG. Item No. 1.015 Shelving, Plastic, Louvered

- Quantity - One (1)
- Manufacturer - Intermetro
- Model No. - MQ2460G
- Size - 60" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
- Epoxy coated steel frame
- Four (4) shelf high
- Four (4) MQ63UPE Posts, mobile for stem casters
- Four (4) wedge connectors
- Two (2) each 5PCX polyurethane swivel casters w/ bumpers
- Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

DH. Item No. 1.016 Shelving, Plastic, Louvered

- Quantity - Two (2)
- Manufacturer - Intermetro
- Model No. - MQ2442G
- Size - 42" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
- Epoxy coated steel frame
- Four (4) shelf high

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alternations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

- Four (4) MQ63UPE Posts, mobile for stem casters
- Four (4) wedge connectors
- Two (2) each 5PCX polyurethane swivel casters w/ bumpers
- Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

DI. Item No. 1.021 Temperature Alarm

- Quantity - One (1)
 Manufacturer - Modularm
 Model No. - 75CL-MD-1
- Modularm multi-monitor, temperature display and alarm, recessed in the door panel, extend thermostat cable and anchor per manufacture requirements to wall panels, three button system for hi/low temperature alarm, AC failure alarm with built-in rechargeable battery, manual and timed light control, with motion detector

**DJ. Item No. 1.022 Evaporator Coil - Freezer
Item No. 1.023 Condensing Unit - Freezer**

- Quantity - One (1)
 Manufacturer - Kolpak
 Model No. - KEL26-077-2EC-PR-8 – Evaporator Coil
 - KPC298LZOP-3EP – Condensing Unit
- Size - 3 hp compressor
- Construction - System shall include all necessary components and controls for proper operation of condensing unit and evaporator coil and be capable of producing and maintaining a minimum temperature of -10°F in cooler under average production loads and ambient temperature
- 3 hp, Low temperature pre charged air cooled scroll condensing unit, Standard components for outdoor unit, mounted in building roof, complete with weather resistant housing with removable hood and ambient controls, liquid line filter and sight glass
 - Pre-assembled evaporator coil matched to the compressor / condenser system, electric defrost, complete with expansion valve, liquid line solenoid valve and mechanical thermostat
- Services - (by respective trades)
- 208v/1ph, 0.9 amps evaporator, 9.8 amps defrost
 - 208v/3ph, 12.3 amps compressor
 - 120v/1ph 5.0 amps, drain line heater
 - 1" Indirect Waste

DK. Item No 1.024 Shelving, Plastic, Louvered

- Quantity - One (1)

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alternations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

- Manufacturer - Intermetro
- Model No. - MQ2472G
- Size - 72" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
 - Epoxy coated steel frame
 - Four (4) shelf high
 - Four (4) MQ63UPE Posts, mobile for stem casters
 - Four (4) wedge connectors
 - Two (2) each 5PCX polyurethane swivel casters w/ bumpers
 - Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

DL. Item No. 1.025 Shelving, Plastic, Louvered

- Quantity - One (1)
- Manufacturer - Intermetro
- Model No. - MQ2460G
- Size - 60" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
 - Epoxy coated steel frame
 - Four (4) shelf high
 - Four (4) MQ63UPE Posts, mobile for stem casters
 - Four (4) wedge connectors
 - Two (2) each 5PCX polyurethane swivel casters w/ bumpers
 - Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

DM. Item No. 1.026 Shelving, Plastic, Louvered

- Quantity - Two (2)
- Manufacturer - Intermetro
- Model No. - MQ2442G
- Size - 42" wide x 24" deep w/ 63" posts + casters
- Construction - Open grid polymer w/ Microban antimicrobial protection
 - Epoxy coated steel frame
 - Four (4) shelf high
 - Four (4) MQ63UPE Posts, mobile for stem casters
 - Four (4) wedge connectors
 - Two (2) each 5PCX polyurethane swivel casters w/ bumpers
 - Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

**DN. Item No. 1.030 Stainless Steel Table
Item No. 1.030A Stainless Steel Wall Shelving**

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 5'-4" x 30" x 36" working height
- Construction - 14 gauge 304 stainless steel top, rolled edge front, right end square edge to meet Item 1.031, 6" x 2" integral back riser

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- returned to the wall on 45°: sound deadening required under counter top
- 3" x 3" 16 gauge stainless steel pan slides, welded to legs at 3" spacing on center, to hold 12" x 20" x 2" hotel pans
- 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1" 16 gauge stainless steel cross bracing welded at legs, open front for trash bin and dolly
- Accessories - One (1) Advance Tabco WS-12-60-16, wall mounted shelf, complete with wall mounting brackets
- Services - (by respective trades)
- 120v/1ph, on adjacent wall by EC

DO. Item No. 1.031 Stainless Steel Table w/ Sink

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 6'-6" x 30" x 36" working height
- Construction - 14 gauge 304 stainless steel top, rolled edge front and right end, left end square edge to meet Item 1.030, 6" x 2" integral back riser returned to the wall on 45°: sound deadening required under counter top
- 16 gauge stainless steel all welded partial bottom shelf, 1-1/2" square edge front and ends, back turned up 2"
- One (1) three tier steel utility drawer unit with integral pulls, heavy duty extension slides, 20" x 20" x 5" deep stainless steel drawer insert pans
- 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1" 16 gauge stainless steel cross bracing welded
- Two (2) integral 16" x 20" x 12" deep sink bowls, all coved corner, complete with 2" lever waste s/w overflow and handle support bracket, and front apron
- One (1) T & S Brass B-0331 CC, swivel base, swivel gooseneck nozzle with aerator, 4" wrist blade handles and male inlets
- Services - (by respective trades)
- 120v/1ph, on adjacent wall by EC

DP. Item No. 1.032 Exhaust Hood

- Quantity - One (1)
- Manufacturer - Captive Aire
- Model No. - 6024ND-2-PSP-F series
- Construction - One (1) exhaust hood wall canopy, 9'-6" long capture hood section, w/ front perforated supply plenum and built-in 3" back standoff, 1" left standoff with finished end, Fire Suppression Cabinet, right end

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- 304 Stainless steel construction with double wall insulated front, hanging angles, one (1) 10" x 20" exhaust collar, three (3) total 12" x 20" make-up air collars, with volume dampers
- UL listed pre-wired 3'-0" recessed light fixtures, color temperature 2700K-3500K, Includes two (2) LED 312013W Bulbs
- 20" x 16" Stainless steel Captrate Solo filters with hook
- Grease drain system with removable 1-1/2 pint grease cup
- Pre-piped Ansul UL 300 fire suppression system, to match equipment layout, complete system as per Item No. 1.002A
- Electrical Control Package, SC-310110MA, 3 phase w/ control for 1 exhaust fan, exhaust on in fire, lights out in fire, relay on/off with supply fan, fan on/off thermostatically controlled. Room temperature Sensor with duct thermostat kit; Digital prewire lighting relay kit, thermistor cable and CAT-5E cable
- Accessories - Field wrappers to finished ceiling, front only
- Services - (by respective trades)
- 2,090 CFM total exhaust
- 1672 CFM total make-up air
- 120v/1ph, 15.0 amps
- 208v/3ph, 7.0 amps

DQ. Item No. 1.032A Fire Panel System, Control Panel

- Quantity - One (1)
- Manufacturer - Ansul R102
- Model No. - 3.0
- Construction - Pre-Engineered automatic fire suppression system, wet chemical agent for grease related fires
- 3.0 gallon system including, nozzles, blow-off caps, detectors, cartridges, agent, fusible links and pulley elbows
- Remote manual pull stations
- Micro switches for alarm and electrical equipment
- Final installation and certification
- Accessories - One (1) type K- fire extinguishers
- Mechanical gas valves, sized and quantity to be coordinated with PC on site
- Services - (by respective trades)
- 120v/1ph, 12 amps

**DR. Item No. 1.033 Combination Oven / Steamer
Item No. 1.033A Water Filter System**

- Quantity - Two (2)
- Manufacturer - Rational
- Model No. - SCC 102NG (B128206.19E)
- Size - 42-1/8" x 38-1/4" x 41" high

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- Construction - Self-cooking center, Combi Oven/Steamer, Natural gas
- 1 Cooking control with 7 modes: HighDensity Control, iLevel Control, Efficient Care Control, Combi-Steamer with 3 modes
- Core temp probe w/ 6 point measurement
- Hand shower with automatic retracting system
- Five (5) grid shelves
- Accessories - 2 year parts and labor warranty
- Rational Certified Installation
- Pre-installation site survey
- Installation kit
- Chef Assistance program
- Rational USB data memory stick
- Door hinged on right
- Stationary Oven Stand, 14 supporting rails, side panels and top closed, rear panel open, height 26-3/8"
- Five (5) ease Gastronorm grid shelf
- Ten (10) each Combi Fry Basket
- Two (2) each cleaner tablet without Phosphor, bucket with 100 packets
- One (1) Care Tablets, bucket of 150 packets
- Pentair / Everpure Kleensteam II Twin water filter system, Model EV9797-22 with wall mounting bracket
- Services - (by respective trades)
- 208v/1ph, 6-15P cord and plug
- 168,000 BTU, natural gas
- 1" water connection
- 2" Indirect waste

DS. Item No. 1.034 Stainless Steel Wall Panels

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 10'-6" x 80" high
- Construction - Length of Exhaust hood, Floor to underside of hood
- 22 gauge type 304 stainless steel wall panels, maximum practical size
- Extending from the floor or base to the bottom rear edge of the hood, full length of the hood system
- Provide Components Hardware J64-1450 divider trim strips and J63-1451 end caps
- Pre-punch for utility stubs (field cutting is to be avoided – trim with chrome escutcheons)

DT. Item No. 1.035 Waste Bin w/ Dolly

- Quantity - One (1)
- Manufacturer - Rubbermaid Brute

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- Model No. - FG262000GRAY Trash Bin
- FG261960GRAY Lid
- RCP2640BLA Dolly
- Size - 19.38" diameter x 22.91" high trash bin
- 18.25" diameter x 6.625" high dolly
- Construction - 20 gallon container, gray color
- Brute dolly and lid to match

DU. Item No. 1.037 Stainless Steel Table
Item No. 1.037A Stainless Steel Wall Shelving

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 4'-0" x 30" x 36" working height
- Construction - 14 gauge 304 stainless steel top, rolled edge front and both ends, 6" x 2" integral back riser returned to the wall on 45°, sound deadening required under counter top
- 16 gauge stainless steel all welded bottom shelf, 1-1/2" square edge front and ends, back turned up 2"
- One (1) three tier steel utility drawer unit with integral pulls, heavy duty extension slides, 20" x 20" x 5" deep stainless steel drawer insert pans
- 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet
- Accessories - One (1) Advance Tabco WS-12-48-16, wall mounted shelf, complete with wall mounting brackets
- Services - (by respective trades)
- 120v/1ph, on adjacent wall by EC

DV. Item No. 1.038 Stainless Steel Table
Item No. 1.038A Stainless Steel Wall Shelving

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 5'-0" x 30" x 36" working height
- Construction - 14 gauge 304 stainless steel top, rolled edge front and left end, 6" x 2" integral back riser returned to the wall on 45°, sound deadening required under counter top
- 16 gauge stainless steel all welded bottom shelf, 1-1/2" square edge front and ends, back turned up 2"
- 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet
- Accessories - One (1) Advance Tabco WS-12-60-16, wall mounted shelf, complete with wall mounting brackets
- Services - (by respective trades)
- 120v/1ph, on adjacent wall by EC

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

DW. Item No. 1.040 Pot Rack

- Quantity - One (1)
- Manufacturer - Intermetro
- Model No. - PR48VX3
- Size - 50" x 26" x 68 total dimensions with bumpers
- Construction - MetroMas I, drying rack units
 - All polymer construction, type 304 stainless steel wire drop-in shelves
 - Two (2) intermediate stainless steel shelves, One (1) epoxy coated tray drying rack with 34 slots, One (1) open grid bottom shelf
 - Open grid shelf mats on top and bottom shelf for dish machine safe washing
 - 5" diameter polymer casters, two (2) swivel two (2) with brakes, all with bumpers

DX. Item No. 1.041 Waste Bin w/ Dolly

- Quantity - One (1)
- Manufacturer - Rubbermaid Brute
- Model No. - FG262000GRAY Trash Bin
 - FG261960GRAY Lid
 - RCP2640BLA Dolly
- Size - 19.38" diameter x 22.91" high trash bin
 - 18.25" diameter x 6.625" high dolly
- Construction - 20 gallon container, gray color
 - Brute dolly and lid to match

DY. Item No. 1.042 Stainless Steel Potwash Table w/ Three Sinks

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 12'-6" x 30" x 35" working height, configuration per floor plan
- Construction - 14 gauge 304 stainless steel sink bowls and drain board, 3" x 1-1/2" raised roll edge front and ends, 8" x 2" integral back riser returned to the wall on 45°: sound deadening required under all drain boards and sink bowls
 - Three (3) integral 30" x 24" x 14" deep sink bowls, all coved corner, complete with 2" lever waste s/w overflow and lever bracket, stainless steel front enclosure panel
 - Two (2) T & S Brass B-231-CR-CC, swivel base, 12" nozzle with aerator, ceramic cartridges, 4" wrist blade handles and male inlets
 - One (1) T & S Brass B-0133-A10-CR-B08C; pre-rinse unit with jetspray valve, 10" add on faucet w/ aerator, ceramic cartridges, male inlets, wall bracket, and wrist blade handles

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- 1-1/5" dia. 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1" 16 gauge stainless steel cross bracing welded at legs
- Services - (by respective trades)
- Two (2) 3/4" HW, 3/4" CW
- 2" Waste

DZ. Item No. 1.043 Stainless Steel Wall Panels

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 12'-6" x 180" high
- Construction - Length of Potwash Table
- 22 gauge type 304 stainless steel wall panels, maximum practical size
- Extending from the floor or base to underside of ceiling
- Provide Components Hardware J64-1450 divider trim strips and J63-1451 end caps
- Pre-punch for utility stubs (field cutting is to be avoided – trim with chrome escutcheons)

EA. Item No. 1.044 Stacked Washer / Dryer

- Quantity - One (1)
- Manufacturer - General Electric
- Model No. - GTUP24OEM/240GM
- Size - 23.75" x 27.325" x 74.5" high
- Construction - Unitized space maker
- 2.2 DOE Cu. Ft Washer and 4.4 Cu. Ft. Dryer
- Accessories - Installation per manufacturer requirements
- Flexible water disconnect per specific conditions
- Services - (by respective trades)
- 120v/1ph, 20.0 amps
- 1" Natural Gas, 20,000 BTU
- 1/2" CW, 1/2" HW
- 1-1/2" Indirect Waste

EB. Item No. 1.046 Hand Sink

- Quantity - One (1)
- Manufacturer - Eagle Group
- Model No. - HSA-10-FA-P
- Size - 18-7/8" x 14-3/4" x 33-1/4" working height
- Construction - Hand sink with foot valves
- 304 all welded stainless steel construction
- Inverted "V" edge
- Splash mounted gooseneck, single foot pedal

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

- Services
- P-trap and tail piece, basket drain
 - (by respective trades)
 - ½" HW, ½" CW
 - 1-1/2" Waste

EC. Item No. 1.047 Shelving. Plastic. Louvered

- Quantity - One (1)
 Manufacturer - Intermetro
 Model No. - MQ2442G
 Size - 42" wide x 24" deep w/ 63" posts + casters
 Construction - Open grid polymer w/ Microban antimicrobial protection
 - Epoxy coated steel frame
 - Four (4) shelf high
 - Four (4) MQ63UPE Posts, mobile for stem casters
 - Four (4) wedge connectors
 - Two (2) each 5PCX polyurethane swivel casters w/ bumpers
 - Two (2) each 5PCBX polyurethane swivel casters w/ bumpers

ED. Item No. 1.048 Mop Sink

- Quantity - One (1)
 Manufacturer - Advance Tabco
 Model No. - 9-OP-48
 Size - 25" x 33" x 16" Overall size
 Construction - 304 stainless steel construction, floor mounted
 - No-drip die formed recessed v-edge on three sides tile edge on rear
 - Complete drain assembly
 Accessories - K-204 service faucet
 - K-242 Mop hanger
 Service - (by respective trades)
 - ½" CW, ½" HW
 - 2" Direct Waste

EF. Item No. 1.050 Hand Sink

- Quantity - One (1)
 Manufacturer - Eagle Group
 Model No. - HSA-10-FA-P
 Size - 18-7/8" x 14-3/4" x 33-1/4" working height
 Construction - Hand sink with foot valves
 - 304 all welded stainless steel construction
 - Inverted "V" edge
 - Splash mounted gooseneck, single foot pedal
 - P-trap and tail piece, basket drain
 Services - (by respective trades)

RCSD School No. 4 - George Mather Forbes Additions and Alterations

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- ½" HW, ½" CW
- 1-1/2" Waste

EG. Item No. 1.051 Stainless Steel Table w/ Sink
Item No. 1.051A Stainless Wall Shelving

- Quantity - One (1)
- Manufacturer - Custom Stainless Steel Fabrication
- Size - 8'-0" x 30" x 36" working height
- Construction - 14 gauge 304 stainless steel top rolled edge front and left end, right end square, 8" x 2" integral back riser returned to the wall on 45°: sound deadening required under counter top and sink bowl
 - One (1) three tier steel utility drawer unit with integral pulls, heavy duty extension slides, 20" x 20" x 5" deep stainless steel drawer insert pans
 - 3" x 3" 16 gauge stainless steel pan slides, welded to legs at 3" spacing on center, for 12" x 20" x 2" pans
 - 1-1/5" dia, 16 gauge stainless steel legs with gussets and adjustable bullet feet, 1" 16 gauge stainless steel cross bracing welded at legs, open front for trash bin and dolly
 - One (1) integral 16" x 20" x 12" deep sink bowls, all coved corner, complete with 2" lever waste s/w overflow and handle support bracket
 - One (1) T & S Brass B-0331 CC, swivel base, swivel gooseneck nozzle with aerator, 4" wrist blade handles and male inlets
- Accessories - One (1) Advance Tabco WS-12-72-16, wall mounted shelf, complete with wall mounting brackets
- Services - (by respective trades)
 - 120v/1ph, on adjacent wall by EC
 - ½" HW, ½" CW
 - 1-1/2" Indirect Waste

EH. Item No. 1.052 Waste Bin w/Dolly

- Quantity - One (1)
- Manufacturer - Rubbermaid Brute
- Model No. - FG262000GRAY Trash Bin
 - FG261960GRAY Lid
 - RCP2640BLA Dolly
- Size - 19.38" diameter x 22.91" high trash bin
 - 18.25" diameter x 6.625" high dolly
- Construction - 20 gallon container, gray color
 - Brute dolly and lid to match

EI. Item No. 1.053 Pass Through Refrigerator

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- Quantity - One (1)
- Manufacturer - True
- Model No. - STA2RPT-2S-2S
- Size - 52-5/8" x 39-7/16" x 84-1/8" high
- Construction - Two section pass through refrigerator, stainless steel door, front and sides
 - Aluminum interior side walls and back; stainless steel floor and ceiling
 - Interior lights
 - Digital temperature controls, LED interior lights
 - 5" casters
 - Top mounted self-contained refrigeration, ½ HP, R-134a refrigerant
 - Refrigeration system to maintain cabinet temperature of 33°F to 38°F under normal ambient temperature
- Accessories - Universal tray slides, at each section, full section
- Service - (by respective trades)
 - 120v/1ph, 9.1 amps

EJ. Item No. 1.054 Hot Holding Cabinet

- Quantity - One (1)
- Manufacturer - Alto-Shaam
- Model No. - 1200-UP- Pass through
- Size - 27-5/8" x 34-1/2" x 75-13/16" high
- Construction - Double compartment holding cabinet, pass through
 - 20 gauge stainless steel exterior and door
 - Individually controlled compartment with On/off simple controller, adjustable thermostat, indicator light, temperature range of 60°F to 200°F
 - Each compartment contains chrome plated universal side rails with four sets of pan slides
 - 5" casters, two (2) rigid and two (2) swivel with brakes
- Services - (by respective trades)
 - 120v/1ph, 16.0 amps

EK. Item No. 1.060 Tray Slide – Solid Surface

- Quantity - One (1)
- Manufacturer - LowTemp Industries
- Size - 12" x 36" x 34" above finished floor
- Note - Remove and turn over the Owner existing Corian solid surface tray slide and bracket
- Construction - Replace with Corian solid surface tray slide without runners, to match existing
 - Configuration per floor plan drawing

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- Complete with stainless steel fixed brackets
- Mount on existing counter at height required.

EL. Item No. 1.061 Tray Slide – Solid Surface

- Quantity - One (1)
- Manufacturer - LowTemp Industries
- Size - 12" x 60-3/8" x 34" above finished floor
- Note - Remove and turn over the Owner existing Corian solid surface tray slide and bracket
- Construction - Replace with Corian solid surface tray slide without runners, to match existing
 - Configuration per floor plan drawing
 - Complete with stainless steel fixed brackets
 - Mount on existing counter at height required.

EM. Item No. 1.062 Tray Slide – Solid Surface

- Quantity - One (1)
- Manufacturer - LowTemp Industries
- Size - 12" x 50-1/8" x 34" above finished floor
- Note - Remove and turn over the Owner existing Corian solid surface tray slide and bracket
- Construction - Replace with Corian solid surface tray slide without runners, to match existing
 - Configuration per floor plan drawing
 - Complete with stainless steel fixed brackets
 - Mount on existing counter at height required.

EN. Item No. 1.063 Tray Slide – Solid Surface

- Quantity - One (1)
- Manufacturer - LowTemp Industries
- Size - 12" x 36-3/8" x 34" above finished floor - Modified
- Note - Remove and turn over the Owner existing Corian solid surface tray slide and bracket
- Construction - Replace with Corian solid surface tray slide without runners, to match existing
 - Configuration per floor plan drawing
 - Complete with stainless steel fixed brackets
 - Mount on existing counter at height required.

EO. Item No. 1.065 Tray Slide – Solid Surface

- Quantity - One (1)
- Manufacturer - LowTemp Industries
- Size - 12" x 54" x 34" above finished floor - Modified

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- Note - Remove and turn over the Owner existing Corian solid surface tray slide and bracket
- Construction - Replace with Corian solid surface tray slide without runners, to match existing
- Configuration per floor plan drawing
 - Complete with stainless steel fixed brackets
 - Mount on existing counter at height required.

PART 3 - INSTALLATION

3.1 PARTS

- A. Provide electrical cords and caps for all equipment intended to be plugged into building or adjacent services. Coordinate NEMA plug configuration with service on site and match as required.
- B. Provide mobile gas fired equipment with approved gas appliance connectors that are designed certified to ANSIZ21.69. Connectors are to be sized relative to equipment usage requirements and gas line pressure. Dormont manufacturer, length not to exceed 48” and to include Safety Quick – Disconnect Valve, PVC coated stainless steel corrugated tubing and braid, quick disconnect and restraining cable.
- C. Gas pressure regulators are to be supplied lose or considered built in to all gas fired equipment. It is the responsibility of the Kitchen Equipment Contractor to verify that all gas fired equipment contains a gas pressure regulator and supply properly sized regulator if considered an accessory whether or not listed with the itemized equipment.
- D. Plumbing faucets and drains are to be given to Plumbing Contractor on site and contain all necessary components for complete installation.
- E. Kitchen Equipment Contractor to coordinate with General Contractor the installation of wall reinforcing to support all wall mounted equipment, to include, but not limited to; overselves, water faucets, water filters, hand sinks, hose reels, etc.

END OF SECTION 11 40 00

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

INSERT SCHOOL #4 DRAWINGS HERE

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

INSERT SCHOOL #6 DRAWINGS HERE

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

INSERT SCHOOL #10 DRAWINGS HERE

RCSD School No. 4 - George Mather Forbes Additions and Alterations

RCSD School No. 6 - Dag Hammarskjold Additions and Alterations

RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

APPENDIX - Forms

The following forms are to be completed and included with the bid, unless otherwise noted.

RCSD School No. 4 - George Mather Forbes Additions and Alterations
RCSD School No. 6 - Dag Hammarskjold Additions and Alternations
RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

CERTIFICATION OF NON-COLLUSION IN BIDDING

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

- .1 The prices of this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- .2 Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- .3 No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

FULL LEGAL NAME OF BIDDER

BY _____
AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE AND FACSIMILE NUMBERS

DATE

E-MAIL ADDRESS

RCSD School No. 4 - George Mather Forbes Additions and Alterations
 RCSD School No. 6 - Dag Hammarskjold Additions and Alternations
 RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

STATEMENT OF BIDDER QUALIFICATIONS

Bidders may be judged qualified only for the type of work in which they demonstrate competence. Owner will make such investigation it feels necessary to determine the competency of the Bidder to perform the Work. The Bidder shall furnish promptly all information Owner requests for Owner to investigate as it deems appropriate. Bidders must have, at minimum, successfully completed three (3) prior projects of similar size and scope the Work of the Contract.

The Bidder bears the sole responsibility for any subcontractors it may employ for any parts of this Work. The Bidder is advised to utilize similar qualification standards against which it will be judged when using the services of any subcontractors or suppliers. Bidders must verify that any subcontractor or suppliers are in good standing and have not been previously debarred from performance of the Contract.

1. *Name of Bidder:* _____

2. *Type of Business:* (e.g. corporation, partnership, etc.) _____
 : Date of formation: _____
 Place of formation: _____

3. *How many years has the Bidder done business under its present name?* _____ years

4. *List the names of the persons who are directors, officers, owners, managerial employees or partners in the Bidder’s business:*

_____	_____
_____	_____
_____	_____
_____	_____

5. *Have any of the persons in No. 4 owned, operated, or been shareholders in any other companies?*

Yes No

RCSD School No. 4 - George Mather Forbes Additions and Alterations
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If Yes, list the names of said persons and the names of their previous affiliations:

Names	Names
_____	_____
_____	_____
_____	_____
_____	_____

6. *Has any director, officer, owner or managerial employee had any professional license suspended or revoked?*

Yes No

If Yes, please indicate their names, license previously held, whether it was revoked or suspended and the date:

Name	License Held	Revoked	Suspended	Date
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

7. *Please list in reverse chronological order all projects completed in the past five years involving work of a similar nature to this Contract, including a minimum of three projects. For each, provide the project name, date, location, dollar amount, brief description, and references with names and telephone numbers, and the name(s) of the architect/engineer. **Attach additional sheets as needed.***

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Project:	Location/Owner:	Date:	Price:	Description:
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

8. *During the five-year period preceding the submission of this Bid, has the Bidder been found guilty of any OSHA violations?*

Yes No

If Yes, please describe the nature of the OSHA violation(s) and indicate the remediation or other steps taken regarding such violations(s):

Violation	Remediation
_____	_____
_____	_____
_____	_____

9. *During the five-year period preceding the submission of this Bid, has the Bidder been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origins and/or violations of an employee’s civil rights or equal employment opportunities?*

Yes No

If Yes, please list the names of persons making such claim, a description of the claim, the status of the claim and what disposition, if any, has been made regarding such claim:

Name	Claim	Status	Disposition
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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10. *During the five-year period preceding the submission of this Bid, has the Bidder been named as a party in any lawsuit in an action involving a claim for personal injury or wrongful death arising from performance of work related to any project in which it has been engaged?*

Yes No

Lawsuit	Index Number	Disposition
_____	_____	_____
_____	_____	_____
_____	_____	_____

11. *During the five-year period preceding the submission of this Bid, has the Bidder been the subject of proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements?*

Yes No

If Yes, please list each instance of the commencement of a Department of Labor proceeding, the project to which it related, and the status or resolution thereof through Bid submission:

Proceeding	Project	Disposition
_____	_____	_____
_____	_____	_____

12. *During the five-year period preceding the submission of this Bid, has the Bidder been the subject of proceedings involving allegation that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof?*

Yes No

If Yes, please list each instance of the claimed violation and the status of the claim at the time of submission of this Bid:

Violation	Remediation
_____	_____
_____	_____

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13. *During the five-year period preceding the submission of this Bid, has the Bidder been the subject of proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements?*

Yes No

If Yes, please list each instance of the commencement of a Department of Labor proceeding, the project for which it was commenced, and the status of the proceeding at the time of submission of this Bid:

Proceeding	Project	Disposition
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

14. *During the five-year period preceding the submission of this Bid, have the Bidder, its officers, directors, owner, and/or managerial employees been the subject of a criminal indictment?*

Yes No

If Yes, please list the name of the person(s) indicted or convicted, the charge against the individual and the disposition of the charge:

Name	Charge	Disposition
_____	_____	_____
_____	_____	_____
_____	_____	_____

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15. *During the five-year period preceding the submission of this Bid, has the Bidder been charged with and/or found guilty of any violations of federal, state, municipal, environmental, and/or health laws, codes, rules and/or regulations?*

Yes No

If Yes, please list the charge against the Bidder, the date of the charge, and the status of the charge at the time of submission of this Bid:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

16. *Has the Bidder submitted bids on any other projects or contracts aside from the instant Bid?*

Yes No

If Yes, please list the projects bid upon, the expected or actual date of commencement of work and, if an award has been made, whether the Bidder was the lowest monetary Bidder:

Project Bid	Start Date	Low Bidder
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

17. *Does the Bidder have any projects ongoing at the time of submission of this Bid?*

Yes No

If Yes, please list the projects (or attach) on which the Bidder is currently working, the percentage complete, and the expected date of completion of the work:

Project	Construction Cost	Percent Complete	Completion Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

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18. *Has the Bidder, or any company sharing a director, officer, shareholder or principal or Bidder, ever been terminated from a contract or project by any owner?*

Yes No

If Yes, please list the projects on which the Bidder was terminated, the reason for termination (convenience, suspension, for cause), and the date of termination:

Project Bid	Reason	Date

19. *Has the Bidder completed and attached the list of at least three (3) references? Bidders must indicate at minimum: job name, location, brief description, dollar amount, and reference names with telephone numbers of the Owner and the Engineer or Architect. This Statement must be signed and submitted with the Bid to be considered responsive*

Yes No

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RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

SWORN STATEMENT OF BIDDER:

By signing below, the Bidder acknowledges that all information supplied in response to this Statement of Bidder Qualifications, including all attachments, is complete and accurate to the best of Bidder’s knowledge. Bidder further represents that it has not filed and does not presently anticipate filing for bankruptcy, and that Bidder’s assets are not in receivership. Bidder further certifies that it is not, nor is any Subcontractor included in its Bid or any, a party that has been previously debarred, suspended or found non-responsive or ineligible to participate in RSMP projects, nor does Bidder or any Subcontractor share one or more officers, directors, shareholders or principals with such a party.

By: _____

Authorized Name: _____

Title: _____

Authorized Signature: _____

Sworn to before me this _____ Day of _____ 2018

Notary Public

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SUCCESSFUL BIDDER COMPLIANCE ACKNOWLEDGMENT

The Bidder acknowledges and agrees that it is responsible for complying with all building rules and regulations including all rules outlined in the full Bid Documents, including but not limited to the following:

- On-site supervisor identified for this project will be on-site for all deliveries
- Smoking is not permitted on school grounds
- Inappropriate behavior on the job site or any project locations
- 72 hour notification must be given to Construction Manager, prior to the arrival of all equipment deliveries
- An delivery / set-up schedule must be established with the Construction Manager, prior to the beginning of all delivery, but no later than All members of the Bidder’s staff are to be presentable and dressed in company attire

Signature

Printed Name

Company

Date

RCSD School No. 4 - George Mather Forbes Additions and Alterations
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**OFFERER’S AFFIRMATION OF UNDERSTANDING OF AND
AGREEMENT PURSUANT TO STATE FINANCE LAW §139-j (6) (b)**

Background:

State Finance Law §139-j (6) (b) provides that:

Every Governmental Entity (including, voluntarily, the Rochester Joint Schools Construction Board, the “Board”) shall seek written affirmations from all Offerers as to the Offerer’s understanding of an agreement to comply with the Board’s procedures relating to permissible contracts during a Governmental Procurement pursuant to State Finance Law §139-j(3).

Instructions:

In connection with all proposals, bids, etc., the Board must obtain the following affirmation of understanding and agreement to comply with procedures on procurement lobbying restrictions regarding permissible contacts in the Restricted Period for a Procurement Contract in accordance with State Finance Law §139-j and §139-k:

Offerer/Bidder affirms that it understands and agrees to comply with the Rochester Joint Schools Construction Board’s Procurement Policy, which Policy conforms to the requirements of State Finance Law §139-j (3) and §139-j(6)(b).

BY

*LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

ADDRESS

TYPED NAME OF AUTHORIZED
SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE/DATE

*Indicate the complete legal name of your firm or corporation. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

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**OFFERER CERTIFICATION OF COMPLIANCE WITH
STATE FINANCE LAW §139-K (5)**

By signing below, I certify that all information provided to the Rochester Joint Schools Construction Board with respect to State Finance Law §139-k is complete, true and accurate.

BY:

LEGAL NAME OF FIRM OR CORPORATION

AUTHORIZED SIGNATURE

SOCIAL SECURITY OR TAX ID NUMBER

TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE

TELEPHONE

Date: _____,
201__

*State the complete legal name of your business. Do not abbreviate. If a corporation, use name as it appears on corporate seal.

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Bidder certifies that all information given to Owner with respect to State Finance Law §139-k is complete, true and accurate. Bidder further certifies that it is not, nor is any subcontractor/supplier included in its Bid, a party that has been previously debarred, suspended or found non-responsive or ineligible to participate in RSMP projects, nor does Bidder or any supplier or subcontractor share one or more officers, directors, shareholders or principals with a debarred, suspended or otherwise ineligible party.

By: _____

Date: _____

Signature: _____

RCSD School No. 4 - George Mather Forbes Additions and Alterations
RCSD School No. 6 - Dag Hammarskjold Additions and Alternations
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DIVERSITY PROGRAM (“DP”) FORMS

The attached Diversity Program (DP) Forms will be used by the ICO and Board to monitor Contractor compliance with the Goals of the Diversity Plan. The Board or ICO may modify these forms as appropriate or require additional forms as needed to implement Diversity Plan requirements, in which case, new or updated forms will be provided to Bidder/Contractor.

INSTRUCTIONS FOR USE OF THE ATTACHED DP FORMS:

1. **DP -1: SCHEDULE OF EBE PARTICIPATION** (*Submit with bid*):
This form is to be completed and submitted with the response to the RFP or Bid. The selected bidder or respondent shall be required to resubmit its final version, signed by the bidder/respondent, showing all those contractors and or vendors it has entered into agreement with to meet the goals for participation by Eligible Business Enterprises (“EBE’s”), defined within the RSMP Diversity Plan (e.g., MBE’s, WBE’s, DBE’s and SBE’s).
2. **DP -2: EBE LETTER OF INTENT TO PERFORM** (*Submit within 10 days’ notice of award of Contract*):
This form is required of the selected contractor. The contractor must fill these out and secure signatures from all EBE firms proposed as subcontractors on contractor’s approved DP-1 form.
3. **DP – 3: MONTHLY EMPLOYMENT UTILIZATION REPORT** (*Submit monthly*):
This form provides a monthly summary of employment workforce utilization. It is used to track the diversity of a particular contractor’s workforce and its responsiveness to the objectives required by the Diversity Plan. The contractor is required to submit this form on a monthly basis.
4. **DP – 3A: MONTHLY EBE UTILIZATION REPORT** (*Submit monthly*):
This form provides a monthly summary of work provided by EBE’s listed in the Utilization Plan (DP-1). The contractor is required to submit this form on a monthly basis.
5. **PROMISE OF NON-DISCRIMINATION** (*Submit with bid*)
Must include signed certification from bidder.
6. **EBE ASSURANCE STATEMENT** (*Submit with bid*).
This form is to be completed and submitted with the response to the RFP or Bid.
7. **GOOD FAITH EFFORTS CHECKLIST** (*Submit with bid*):
8. **RSMP CERTIFICATION OF ELIGIBLE BUSINESS ENTERPRISE (EBE) FINANCIAL STATUS** (*Submit within 10 days’ notice of award of Contract*):

This checklist must be completed to indicate the efforts that Bidder/ Proposer undertook in attempting to meet Diversity Program Goals.

RCSD School No. 4 - George Mather Forbes Additions and Alterations
 RCSD School No. 6 - Dag Hammarskjold Additions and Alterations
 RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

EBE UTILIZATION PLAN (DP-1)			Rochester Schools Modernization Program		
1. Project :			2. Proposing on Contract No./Contract Description		
3. Proposer Name / Address / Phone No. / Fax No. / FEIN			4. Proposal Submittal Date (MM/DD/YY)		
			<input type="checkbox"/> Original DP-1	<input type="checkbox"/> Revised DP-1 Rev. Date:	
Project Goals: MBE – 17% WBE – 10 % DBE – 3 % SBE – 3 %					
6. Name/Address/Phone and FEIN of Proposed M/WBE, DBE or SBE	7. Certified as EBE	8. Performance Category	9. Scope of Services to be provided	10. Proposed Dollar Amount	Percent
<p>The undersigned, being an authorized representative of the proposing company, hereby certifies that the above information is accurate, and that proposer has received a proposal from, or discussed with, each of the M/WBE, SBE or DBE firms listed herein prior to the submission of the accompanying bid. The authorized representative of the firm also hereby certifies the proposal complies with the RSMP diversity section or has engaged the ICO and complied with the appropriate procurement process.</p> <p>Bidding Company's Official Printed Name and Title: _____</p> <p>Authorized Signature: _____ Print Name: _____ Title: _____</p> <p style="text-align: center;">The ICO may follow up with the EBE firms listed herein to verify that each either submitted a proposal to, or discussed with, the bidder the amounts indicated above.</p>					

RCSD School No. 4 - George Mather Forbes Additions and Alterations
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RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

EBE LETTER OF INTENT TO PERFORM (DP-2)

*This form is to be completed and **submitted to the ICO by the apparent successful bidder by the end of the tenth day following notice of award of contract.***

RSMP PROJECT: _____

PARTICIPANT: _____

The undersigned has agreed to perform work in connection with the above project as:

_____ sole proprietorship (individual)

_____ a partnership

_____ a corporation

_____ a joint venture

Detailed description of work items to be performed by EBE:

_____ (indicate labor, supplier,

broker, etc.) at the following price: \$ _____.

Please note all categories of the subcontractor/joint venture that apply:

_____ Disadvantaged Business Enterprise

_____ Minority-Owned Business Enterprise

_____ Small Business Enterprise

_____ Women-Owned Business Enterprise

The total value of EBE participation under this Joint Venture Agreement is \$_____.; which is _____% of the total Proposal.

(Type or Print Name of subcontractor/Joint Venture) _____

By: _____

Printed Name: _____

Title: _____

Date: _____

This EBE is currently certified as a MBE, WBE, DBE or SBE in the above-indicated performance category. **As evidence of this fact, attached is a certification letter from the appropriate certifying authority confirming the current MBE, WBE, DBE or SBE status and the applicable performance category. Failure to include said certification letter(s) to the satisfaction of the ICO is grounds for rejection of the proposed EBE.**

Should any revisions to this pending agreement be necessary after the submission of this form, the bidding contractor shall immediately resubmit the necessary revised forms to the attention of the ICO for consideration. *DP-2 Form continued on the following page...*

RCSD School No. 4 - George Mather Forbes Additions and Alterations
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RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

DP-2 Form, page 2:

The undersigned will enter into a written agreement for the work described upon the approval of the ICO and award and execution of a contract with RJSCB to the bidder.

_____	_____
Bidding contractor Company Name	Proposed EBE Company Name
_____	_____
Address	Address
_____	_____
Phone Number	Phone Number
_____	_____
Company Officer Name & Title (Print)	Company Officer Name & Title (Print)
_____ / ____ / ____	_____ / ____ / ____
Company Officer Signature Date	Company Officer Signature Date

For RJSCB Use Only

_____	_____
Owner Signature	Date
_____	_____
ICO Signature	Date

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 RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

**Instructions on Completion of the
 Monthly Employment Utilization Form (DP-3) – NOT SUBMITTED WITH BID**

1. *Project:* - name of Project that this form submission is applicable to.
2. *Reporting Period (MMM/YYYY) ____/____:* indicate the monthly period reporting on, i.e. SEP 2016. Hours reported on this report shall include all hours on the first day of the month through and including the last day of the applicable month.
3. *Reporting contractor Name/Address/Phone No./Fax No.* – name/address/phone/fax of reporting entity.
- 4a. *Reporting contractor is a () 1st Tier -or- () Lower Tier contractor:* the reporting entity is to either.
- 4b. *Only if a lower tier contractor, indicate to whom you are a subcontractor:* only if the reporting entity is other than a first tier contractor, indicate what company/firm you have a direct contractual agreement with relative to this 1st tier Project contract. If you are a first tier contractor leave blank or indicate N/A.
5. *Construction Trade Class.* – indicate in the space(s) provided below this title, the applicable trade classification group, i.e. Electrician, Carpenter, Mason, Laborer, etc, which the reporting entity utilized during this reporting period.
6. (a) *Total All Hours by Trade M (Male) F (Female)* – under the 6a. M - column, infill the total number of male hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period. Under the 6a. F - column, infill the total number of female hours for each trade/grade classification listed, subtotaling at after each trade, for this reporting period.
 (b – e) *Minority Hours by Trade M (Male) F (Female)* – under each M – column, infill the total number of male hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period. Under each F – column, infill the total number of female hours for each trade/grade classification and each minority category listed, subtotaling at after each trade, for this reporting period.
7. *Minority % of Total Hours* – the percentage of total minority hours of all hours worked, the sum of columns 6b.- 6e. divided by the sum of column 6a. Only one figure for each trade classification. ie $((6b.M + 6b.F + 6c.M + 6c.F + 6d.M + 6d.F + 6e.M + 6e.F) / (6a.M + 6a.F))$.
8. *Female % of Total Hours* – the percentage of total female hours of all hours worked, the total number reported in 6a.F divided by the sum of total numbers reported in 6a. M and 6a.F. Only one figure for each trade classification. ie $(6a.F / (6a.M + 6a.F))$

DP-3 Instructions continued on the following page...

RCSD School No. 4 - George Mather Forbes Additions and Alterations
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DP-3 Instructions, page 2:

Individuals that qualify in both a minority category and the female category should not be counted in both the minority and female percentage figures, as the above percentage calculation will generate (items 9. & 10.)

9. *Total Number of Employees* – total number of male and total number of female employees utilized in each trade and grade classification, subtotalling at after each trade, for this reporting period.
10. *Total Number of Minority Employees* – total number of male minority and total number of female minority employees utilized in each trade and grade classification, subtotalling at after each trade, for this reporting period.
11. *Reporting Company Official's Printed Name and Title* - reporting company official's printed name/ title.
12. *Reporting Company Official's Signature* – reporting company official's original signature. By signing this form, this individual is certifying that the information provided on the MWP-3 has been reviewed prior to its submission and is accurate to the best of his/her knowledge.
13. *Date Signed:* - indicate date signed by reporting company official.
14. *Page:* - indicate page number and total number of pages submitted. Attached as many pages as necessary.

**End of Instructions on Completion of the
Monthly Employment Utilization Form (DP-3)**

RCSD School No. 4 - George Mather Forbes Additions and Alterations
 RCSD School No. 6 - Dag Hammarskjold Additions and Alterations
 RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

MONTHLY EMPLOYMENT UTILIZATION REPORT - DP-3/RSMP												ROCHESTER SCHOOLS MODERNIZATION PROGRAM PHASE II											
1. Project :												2. Reporting Period: ___/___/___ - ___/___/___											
3. Reporting Contractor Name / Address / Phone No. / Fax No. No Work Performed ()												4a. Reporting Contractor is a () 1st Tier - or - () Lower Tier Contractor 4b. Only if a lower tier contractor, indicate to whom you are a subcontractor:											
Project Goals : Minority - 22% Women - 8%																							
5. POSITION	EMPLOYEE	City of Rochester Resident (Y/N)	6a. Total All Hours by Service		6b. Caucasian (Hours)		6c. Black not of Hispanic Origin (Hours)		6d. Hispanic (Hours)		6e. Asian or Pacific Islander (Hours)		6f. American Indian or Alaskan Native (Hours)		7. Minority (Male & Female) % of Total Hours	8. Female (Caucasian Only) % of Total Hours	9. Total Number of Employees		10. Total Number of Caucasian Employees		11. Total Number of Minority Employees		
			M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F	M
Grand Total			0	0	0	0	0	0	0	0	0	0	0	0			0	0	0	0	0	0	0
Certification Statement - the below signed, being an authorized representative of the reporting company, hereby certifies that the above information represents all the hours worked by the reporting company's employees on the above noted project site during the above noted month.																							
11. Reporting Company Official's Printed Name and Title												12. Reporting Company Official's Signature						13. Date Signed			14. Page __1__ of __1__		

RCSD School No. 4 - George Mather Forbes Additions and Alterations
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INSTRUCTIONS FOR COMPLETING MONTHLY EBE UTILIZATION REPORT (DP-3a/RSMP) FORM

(NOT SUBMITTED WITH BID)

This form must be submitted on a monthly basis. For the month under consideration, this form must be completed by every contractor/entity providing on-site labor engaged in work associated with the 1st tier contract scope.

For the purposes of completing this form, “on-site labor” is considered to include only labor hours consumed on the Project site in the production of physical work and direct supervision of such on-site work. This would specifically exclude any hours involved in hauling material/equipment deliveries to/from the Project site. The hours involved in the off/on loading of said deliveries would be included only if the personnel involved were not employees of the trucking company.

Example – ABC Contracting is receiving an on-site material delivery from Acme Trucking. Acme’s truck driver’s hours would not be included on this form, but ABC’s personnel who are responsible to unload this delivery would be included. If Acme personnel were responsible to unload this delivery, these hours would be excluded.

For the month under consideration, each 1st tier contractor must submit a completed DP-3/RSMP form for each entity that has provided on-site labor engaged in work associated with the scope of the 1st tier contract. This submission shall be made as part of the monthly payment requisition package and to the ICO. If after the start and prior to the completion of the 1st tier contractor’s scope, the 1st tier contractor does not submit a monthly payment requisition package, the 1st tier contractor shall either 1) forward a (“No-Labor”) notice advising that there was no on-site labor utilized under its contract scope for the month under consideration or 2) shall forward completed DP-3/RSMP forms for the month under consideration. Whether submitting a monthly payment requisition package or not, DP-3/RSMP forms or “No-Labor” notice must be forwarded to the ICO.

In addition to required submissions noted above, the same submissions must be made by the 1st tier contractor directly to the ICO no later than the 5th day of the following month. (i.e. October 2016 DP-3’s/RSMP or No-Labor Notice(s) must be received by November 5, 2016.)

END OF INSTRUCTIONS FOR COMPLETION DP-3A

RCSD School No. 4 - George Mather Forbes Additions and Alterations
 RCSD School No. 6 - Dag Hammarskjold Additions and Alternations
 RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

DP-3a – NOT SUBMITTED WITH BID

**MBE/WBE/DBE/SBE MONTHLY UTILIZATION REPORT
 Rochester Schools Modernization Program**

_____/_____
 Month Year

Project Name: _____
 Contract No.: _____
 Contractor Name: _____
 Address: _____
 Phone No.: _____
 Fax No.: _____
 Change Orders to Date: _____

Original Contract: _____
 Current Contract: _____
 MBE % of Current Contract: _____
 WBE % of Current Contract: _____
 DBE % of Current Contract: _____
 SBE % of Current Contract: _____

Subcontractor Name	1. M WBE DBE/ SBE	Original Subcontract	Change Orders to Date	Total Current Subcontract to MWBE/DBE /SBE	Amount Paid to Date to MWBE/DBE /SBE	Total Amnt of Invoices Submitted to Date	Cancelled Checks Submitted to Date

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1. DP-3A is to be submitted monthly.
2. List all M/WBE/DBE/SBE subcontractors, even after their work is substantially complete.
3. When adding a subcontractor, attach a revised DP-1 and DP-2 to this form.
4. Attach invoices and cancelled checks to this form, if requested.

By: _____
Contractor Representative Signature

Print: _____

RCSD School No. 4 - George Mather Forbes Additions and Alterations
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RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

PROMISE OF NON-DISCRIMINATION

KNOW ALL MEN BY THESE PRESENTS, that I/we, _____,
Title(s) _____, Name of Company _____
_____ (hereinafter “Company”), in consideration of the privilege to
submit Proposals on contracts funded, in whole or in part, by the Rochester Joint
Schools Construction Board (herein, “RJSCB” or “Owner”), hereby consents, covenants
and agrees as follows:

- (1) No person shall be excluded from participation in, denied the benefit of, or otherwise be discriminated against on the basis of race, color, national origin or gender in connection with any bid submitted to Owner or the performance of any contract resulting from;
- (2) That it is and shall be the policy of this Company to provide equal opportunity to all business persons seeking to contract or otherwise interested in contracting with this Company, including various local small business enterprises;
- (3) In connection herewith, I/We acknowledge and warrant that this Company has been made aware of, understands and agrees to make Good Faith Efforts to solicit EBE’s to do business with this Company;
- (4) That the promise of non-discrimination as made and set forth herein shall be continuing in nature and shall remain in full force and effect without interruption;
- (5) That the promises of non-discrimination as made and set forth herein shall be and are hereby deemed to be made a part of, and incorporated by reference into, any contract or portion thereof which this Company may hereafter obtain;
- (6) That the failure of this Company to satisfactorily discharge any of the promises of non-discrimination or Good Faith Efforts to attain the EBE utilization Goals and reporting requirements, as made and set forth in this Section 00 43 31, shall constitute a material breach of contract entitling the Owner to declare the Contract in default and to exercise any and all applicable rights and remedies, including but not limited to, cancellation of the contract, termination of the contract, suspension and debarment from future contracting opportunities, and withholding and/or forfeiture of compensation due and owing on a contract.

Dated: _____, 20____ By: _____
(Authorized Company Representative
Signature)

RCSD School No. 4 - George Mather Forbes Additions and Alterations
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RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

EBE ASSURANCE STATEMENT

To be submitted with the bid on bidding company’s letterhead and signed and dated by bidder’s authorized representative. Bidder must submit a separate EBE Assurance Statements for each EBE.

Subject Proposal for _____

The undersigned bidder, having submitted a proposal for the referenced project, if awarded the Contract, agrees that the EBE Utilization Plan (DP-1) submitted with the bid or as thereafter modified and approved by the ICO will be incorporated into the Contract upon submission of the EBE Letter of Intent to Perform. We are committed to ensure EBE participation in the manner indicated below as subcontractors, supplier or in joint venture partnership as follows:

Representation of EBE Status

Name: _____

Address: _____

Phone #: _____

Fax#: _____

Email: _____

FEIN: _____

Work to be performed:

_____.

Dollar amount: _____

Percentage of the Total Bid amount: _____

This subcontractor represents that it is / is not a certified MBE/DBE/WBE/SBE (circle the appropriate status).

This subcontractor is a (circle one): Sole proprietorship / individual / corporation / partnership / a joint venture

Contractor/Bidder acknowledgement:

The undersigned contractor/bidder represents that the above information is true and correct to the best of its knowledge:

Name of Contractor/Bidder firm: _____

Authorized representative: _____

Authorized signature: _____ Date: _____, 20__

EBE Assurance Statements must be submitted on bidder’s letterhead and signed and dated by bidder.

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GOOD FAITH EFFORTS CHECKLIST

The Rochester Joint School's Board (RJSCB) welcomes your participation in the Rochester School's Modernization Program (RSMP). Your participation and support in complying with the goals for diversity set forth in the Diversity Plan is critical to the success of the Program. Pursuant to the requirements set forth in this Section and in consideration of the privilege to submit Proposals on contracts funded, in whole or in part, by RJSCB, WE, _____ by Owner/Principal

Attest that we have exercised the following Good Faith Efforts in addition to my /our regular and customary solicitation process:

I/We have delivered written notice to three available certified EBE's for each potential subcontracting or supply category in the Contract AND all potential subcontractors or vendors which requested information on the Contract.

I/We have provided all potential subcontractors or vendors with adequate information as to plans, specifications, relevant terms and conditions of the Contract, bonding requirements, and the last date and time for receipt of price quotations.

I/We have attended a special meeting called to inform business and individuals of subcontracting or supply opportunities.

I/We have, in accordance with normal industry practices, divided the contract into economically feasible segments that can be performed by an EBE.

I/We have provided a written explanation for rejection of any potential subcontractor or vendor to the EBE/, including the name of the firm proposed to be awarded the subcontract or supply agreement, where price competitiveness is not the reason for rejection.

I/We have actively solicited, through sending letters or initiating personal contact, EBE's in all feasible and appropriate categories providing subcontracting opportunities for the contract under consideration.

I/We have utilized the services of available community organizations and associations, contractors' groups, and trade associations known to publicize contracting and procurement opportunities, for the purpose of obtaining assistance in the contacting and recruitment of EBE's for the RJSCB's contract under consideration.

I/We have advertised in publications of general circulation in the Rochester MSA trade publications and other media owned by, or otherwise focused or marketed to EBE's, and the advertisement identifies and describes the specific subcontracting or other opportunity in reasonable detail.

I/We have conducted discussions with interested EBE's in good faith, and provided the same willingness to assist EBE's as has been extended to any other similarly situated subcontractor.

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*GOOD FAITH EFFORTS CHECKLIST continued on following page):
(GOOD FAITH EFFORTS CHECKLIST, page 2):*

I/We have taken steps to ensure that all labor supervisors, superintendents, and other on-site supervisory personnel are aware of and carry out the obligation to maintain a non-discriminatory work environment, free of harassment, intimidation and coercion at all construction sites, offices and other facilities to which employees are assigned to work.

Please identify below all subcontractors, suppliers, or a joint venture partner you invited to participate that declined.

1. Name of subcontractor/Vendor: _____
Phone #: _____
Address: _____
Date of Offer to Participate: _____
Date Offer was declined: _____
Reasons Given for Declining:

Please note all categories of ownership that apply:

- ___ African American Business Enterprise
- ___ Asian American Business Enterprise
- ___ Hispanic American Business Enterprise
- ___ Majority Enterprise
- ___ Native American Business Enterprise
- ___ Small Business Enterprise
- ___ Women-Owned Business Enterprise

2. Name of subcontractor/Vendor: _____
Phone #: _____
Address: _____
Date of Offer to Participate: _____
Date Offer was Declined: _____
Reasons Given for Declining:

Please note all categories of ownership that apply:

- ___ African American Business Enterprise
- ___ Asian American Business Enterprise
- ___ Hispanic American Business Enterprise
- ___ Majority Enterprise
- ___ Native American Business Enterprise
- ___ Small Business Enterprise
- ___ Women-Owned Business Enterprise

(GOOD FAITH EFFORTS CHECKLIST continued on following page):

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(GOOD FAITH EFFORTS CHECKLIST, page 3):

3. Name of subcontractor/Vendor: _____
Phone #: _____
Address _____
Date of Offer to Participate: _____
Date Offer was Declined : _____

Reasons Given for Declining:

Please note all categories of ownership that apply:

- ___ African American Business Enterprise
- ___ Asian American Business Enterprise
- ___ Hispanic American Business Enterprise
- ___ Majority Enterprise
- ___ Native American Business Enterprise
- ___ Small Business Enterprise
- ___ Women-Owned Business Enterprise Name of subcontractor/Vendor

4. Name of subcontractor/Vendor: _____
Phone #: _____
Address _____
Date of Offer to Participate: _____
Date Offer was Declined: _____
Reasons Given for Declining:

Please note all categories of ownership that apply:

- ___ African American Business Enterprise
- ___ Asian American Business Enterprise
- ___ Hispanic American Business Enterprise
- ___ Majority Enterprise
- ___ Native American Business Enterprise
- ___ Small Business Enterprise
- ___ Women-Owned Business Enterprise Name of subcontractor/Vendor

END OF GOOD FAITH EFFORTS CHECKLIST

RCSD School No. 4 - George Mather Forbes Additions and Alterations
 RCSD School No. 6 - Dag Hammarskjold Additions and Alternations
 RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alternations

Rochester Schools Modernization Program – Submit for SBE Request ONLY.

Certification of Eligible Business Enterprise (EBE) Financial Status

This Certification must be completed in full by any business intending to qualify as a certified Eligible Business Enterprise ("EBE ") to provide labor, services and/or materials for any contract awarded under the Rochester Schools Modernization Program ("RSMP"), and submitted with the bid, proposal, or at such other time as permitted by the contract documents. Failure to timely provide a complete Certification, or to provide any back-up documentation as the Rochester Joint Schools Construction Board ("RJSCB ") may reasonably require, may be grounds for disqualification from award of RSMP contracts.

I, _____ certify that _____ (herein, "Company")
Owner/ Authorized Agent (print) **Company Name (print)**

meets the requirements of the Rochester Schools Modernization Program (RSMP) definition of an Eligible Business Enterprise ("EBE") in the following category (see page 2 for additional categories):

(Please check box if applicable)

"Small Business Enterprise (SBE)" shall mean a business concern which, together with its affiliates has no more than 15 employees and average annual receipts that do not exceed \$2 million. Annual receipts shall be calculated in accord with the standard established under 13 CFR 121.104. Number of employees shall be calculated in accord with the standards established under 13 CFR 121.106. Affiliates shall be determined in accord with the standards set forth under 13 CFR 121.103.

NOTE: *RSMP can only accept this application for consideration of Certification status in the Small Business Enterprise (SBE) category. Firms whose annual receipts over the last 3 years exceed \$2,000,000.00 are not eligible to be a certified Small Business Enterprise (SBE).*

I certify that I am familiar with the annual receipts for Company, including affiliates, as calculated in accordance with the standards established under 13 CFR 121.104;

I further certify as follows (please check the appropriate boxes below).

Company has been in business three (3) complete fiscal years or more.

Company has been in business less than three (3) complete fiscal years:

I can confirm that total receipts for the period the Company has been in business divided by the number of weeks Company has been in business, multiplied by 52, yields the following amount of total receipts:

Less than \$2,000,000.00;

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Please check the box for any existing certifications held by Company.

NOTE: Certification for the following three (3) categories is acquired by application and approval for M/W/DBE status by the State of New York (ESD), City of New York (NYCSBS), Dormitory Authority of the State of New York (DASNY), Port Authority of New York & New Jersey (PANYNJ) or U.S Department of Transportation (USDOT). RSMP does not award certification for the following categories. **

"Minority-Owned Business Enterprise (MBE)" shall mean an independent concern that is at least 51% owned, operated and controlled by a minority who is a citizen of the United States, or a permanent resident of the United States.

"Woman-Owned Business Enterprise (WBE)" shall mean an independent concern that is at least 51% owned, operated and controlled by female member(s) who are citizens of the United States or permanent residents of the United States.

"Disadvantaged Business Enterprise (DBE)" shall mean a business enterprise where the majority ownership is by a disadvantaged individual citizen of permanent resident of the United States meeting the certification requirements for a disadvantaged business enterprise in New York.

**** Firms certified in multiple EBE categories must select one category for purposes of each contract.**

Please indicate which trades, services or commodities your business performs or offers:

_____	_____
_____	_____
_____	_____

By signing below, I certify that I am the owner, principal, or other authorized agent of Company. I will notify Rochester Schools Modernization Program's Independent Compliance Officer (ICO), if there are any changes that would alter the content of this Certification, within 30 days of such change occurring.

By: _____
(Sign)

Name: _____
(Print)

Title: _____
(Print)

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

Notary Public: _____

State: _____

Registration Number: _____

My commission expires: _____

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SAMPLE PURCHASE ORDER FORM - TERMS AND CONDITIONS – DO NOT SUBMIT WITH BID

ROCHESTER JOINT SCHOOLS CONSTRUCTION BOARD - Purchase Order					
	<u>Purchase Order Number</u>		<u>Date:</u>		
	XXXX-001				
<u>SUPPLIER/CONTRACTOR:</u>			<u>BUYER/OWNER:</u>		
Name	XYZ Company	Name	Rochester Joint Schools Construction Board		
Attn:	Joe Smith	Attn:	RSMP Program Manager’s Name		
Address	1234 First Street	Address	70 Carlson Rd, Ste 200		
City	Anytown	City	Rochester		
State	New York	State	New York		
Zip		Zip	14610		
Phone		Phone			
Fax	-	Fax	-		
Email	kitchenequipment@kitchenequipment.com		Email	Whermanson@Gilbaneco.Com	
Terms of PO: Commences: Expires:	Product/Service:	Quantity:	Price:	Tax [(Unless otherwise specified, Buyer is exempt from applicable sale and use tax)]	Bid/Contract Reference: [Purchase Order issued in response to “mini-bid” submitted by Seller pursuant to New York State Office of General Services Contract No. (N/A)]
Shipping Method:	Place of Delivery:	Date of Delivery:	Other Specifications:		
Supplier/Mover:			Owner:	Rochester Joint Schools Construction Board	
By:			By:		
Dated:			Dated:		

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TERMS AND CONDITIONS

TERMS AND CONDITIONS OF PURCHASE ORDER

1. Acceptance. Buyer (also referred to as "Owner" or "RJSCB" shall not be bound by this Purchase Order unless and until Supplier executes and returns to Buyer the acknowledgement copy of this Purchase Order within 10 days of Supplier's receipt. Supplier shall be bound by this Purchase Order when it executes and returns to Buyer the acknowledgement copy of this Purchase Order or when Supplier engages in conduct which recognizes the existence of a contract, including shipment of any part of this Purchase Order.

2. Complete Agreement. Acceptance of this Purchase Order includes acceptance of the terms and conditions stated herein, including all terms and conditions set forth in the Contract Documents received by Buyer at the time of bidding, together with any addenda. The terms as defined herein shall constitute the complete and exclusive statement of the agreement between Buyer and Supplier ("**Contract**") with respect to the products (the "**Products**") and/or services (the "**Services**") provided by Supplier hereunder. To the extent that the terms and conditions stated in this Purchase Order differ from those set forth in the Contract Documents, the terms of the Contract Documents shall take precedence. Reference to Supplier's bids or proposals, if noted on the first page of this Purchase Order, shall not affect the provisions hereof, unless specifically provided to the contrary in the Contract Documents. No other agreement, invoice, or quotation or any acknowledgment of Supplier in any way modifying any of the provisions of this Purchase Order or Contract Documents or adding additional terms or conditions will be binding upon Buyer unless in writing and signed by Buyer's authorized representative.

3. Delivery; Packaging and Shipping. TIME IS OF THE ESSENCE OF THIS PURCHASE ORDER. If delivery of Products or rendering of Services is not completed by the time provided for or established herein, Buyer reserves the right without liability, in addition to and without waiving any of its other rights and remedies provided herein or at law or equity, to terminate this Purchase Order as to any or all Products not yet shipped or Services not yet rendered, and to purchase substitute Products or Services elsewhere and charge Supplier with any loss or damage incurred by Buyer. Buyer further reserves the right to recoup from Seller its actual direct and losses resulting from Seller's failure to timely perform the Contract, including but not limited to costs

of renting or purchasing other equipment or facilities to fulfill the purpose of the Contract in the time specified in the Contract Documents. Shipments shall be delivered FOB to Buyer's receiving site specified on the face of this Purchase Order, unless modified by Owner prior to performance.

4. New Materials. Supplier represents that the Products are new (not used or reconditioned, and not of such age or so deteriorated as to impair their usefulness or safety).

5. Title to Goods; Risk of Loss. Unless otherwise explicitly provided for in this Purchase Order, title and risk of loss to Products shall pass to Buyer only at the time and place of delivery and following written acceptance by Owner's representative as set forth in the Contract Documents.

6. Inspection; Rejection of Goods; Payment. All Products furnished hereunder shall be subject to inspection and approval at Buyer's location. Buyer may reject or require the prompt correction, in place or otherwise, of any Products which are found not to conform in all respects to (a) Buyer's specifications, drawings, blueprints and data, (b) Supplier's warranties, whether express or implied, or (c) any other instructions or requirements contained in this Purchase Order. Payment for any or all of the Products or Services supplied hereunder shall not constitute acceptance by Buyer.

7. Indemnification. To the fullest extent permitted by law, Supplier shall defend, indemnify and hold harmless the Buyer, the City of Rochester, the Rochester City School District, County of Monroe Industrial Development Agency ("**COMIDA**"); U.S. Bank National Association, the Trustee under the Indenture of Trust relating to the financing of the Project ("**Trustee**"); Gilbane Building Company, Savin Engineers P.C. ("**Program Manager**"), and their respective affiliates, subsidiaries, trustees, officers, board members, directors, employees and agents (collectively, the "**Indemnified Parties**"), from and against any claims, actions, losses, costs, damages, liabilities or expenses of any nature (including reasonable attorneys' fees and costs) arising from or in connection with any actual or alleged (a) violation of any Law (as defined in Section 12) committed by Supplier, its agents, representatives, employees, or subcontractors, or any of their respective agents and employees (collectively, "**Supplier Indemnifying Parties**"); (b) breach of representations,

warranties, covenants or other obligations of Supplier under this Purchase Order; (c) any act or omission of any Supplier Indemnifying Parties; or (d) manufacture or delivery of Products or performance of any Service hereunder, except to the extent that any such injury or damages are due directly and solely to the negligence of the Indemnified Parties.

8. Insurance Requirements and Certificate of Insurance. Supplier agrees that prior to the delivery of any Products or completion of any Service, Supplier and all of its subcontractors involved in providing any Products or Services hereunder will obtain the following minimum insurance coverages:

(a) Workers' Compensation Insurance covering all employees engaged in providing Products or Services hereunder in accordance with the statutory requirements of the applicable jurisdictions;

(b) Commercial General Liability Insurance (including contractual liability coverage and completed operations coverage) with a combined single limit of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate;

(c) Comprehensive Automobile Liability Insurance, covering the use of all owned, non-owned, and hired automobiles used in connection with the delivery of Products and Services hereunder, both on and off the Buyer's premises, with combined single limit of not less than \$1,000,000; and

(d) Excess Liability Insurance above the amounts specified in (b) and (c) in the amount of \$5,000,000 for Suppliers and \$2,000,000.00 for any subcontractor to Supplier.

(e) Any other insurance required of Supplier as is set forth in Section 7 of the Contract Documents.

Supplier and its subcontractors shall maintain such insurance, at their own cost and expense, throughout the term of this Purchase Order. Supplier shall provide Buyer with certificates of insurance evidencing such insurance for itself and its subcontractors prior to the start of work. The above insurance must be purchased from insurers licensed, admitted, and authorized to write insurance in New York State (or such other place as Work is performed) and is A.M. Best Rated "A-" or "Better." Each of the following shall be named as **Additional Insureds on a Primary and Non-Contributory basis** for such insurance (other than Workers' Compensation and Employer's Liability Insurance): the Rochester Joint Schools Construction Board ("RJSCB" or "Owner"); Rochester City School District ("RCSD"); the

RCSD School No. 4 - George Mather Forbes Additions and Alterations
 RCSD School No. 6 - Dag Hammarskjold Additions and Alterations
 RCSD School No. 10 – Dr. Walter Cooper Academy Additions and Alterations

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City of Rochester ("City"); County of Monroe Industrial Development Agency ("COMIDA"); U.S. Bank National Association, the Trustee under the Indenture of Trust relating to the financing of the Project ("Trustee"); Gilbane Building Company and Savin Engineers P.C. ("Program Manager"), (herein, the "Additional Insureds"). All policies shall incorporate a provision requiring the giving of written notice to Buyer at least thirty (30) business days prior to the cancellation, non-renewal or modification of any such policies. Insurance must be written on an occurrence basis and maintained without interruption from the date of commencement of work until the date of final payment, or such longer period for which any coverage is required.

9. Warranties. Supplier warrants that all Products to be furnished hereunder will have clear title and will not infringe on the patent or other intellectual property rights of any other party; will conform to the descriptions, designs, specifications for the Products (including, without limitation, any specifications set forth on the face of this Purchase Order); will perform as specified herein and will be merchantable, of good quality, and free from defects in material, design and workmanship (including damage due to unsatisfactory packing by Supplier); and to the extent that Supplier knows or has reason to know of the purpose for which the Products are intended, will be fit for such purpose. Supplier warrants that all Services will be performed in a competent, diligent, workmanlike and professional manner. The warranties contained herein shall run to Buyer and its customers and users of Buyer's Products or Services, and shall survive inspection, installation where applicable, acceptance and payment. The warranties set forth herein shall be in addition to any warranties of additional scope given to Buyer by Supplier.

10. Pricing. Product and Services rates (the "Prices") are set forth on the first page of this Purchase Order. Prices are firm, fixed prices, and include all fees and tariffs. Unless otherwise noted on the face page of this Purchase Order, Buyer is exempt from all sales and compensating use tax of the State of New York or of any City or County in the State of New York, and Supplier shall not include any such taxes in the Prices or on any invoice issued to Buyer.

11. Invoices. Seller may invoice Buyer upon each delivery of a shipment of Products, and with respect to Services, upon their completion or monthly, in

accordance with this Purchase Order or terms of the Contract Documents. Invoices will be payable in full 45 days from the date of invoice and acceptance by Owner.

12. Compliance with Laws. Supplier warrants that all Products and Services will be produced or performed in compliance with all applicable local, federal and state laws, rules and regulations, including without limitation, those pertaining to working conditions, payment of labor, and manufacture, branding, labeling, registration and shipment of goods (collectively, "Laws").

13. Termination. In addition to any other grounds for termination set forth in the Contract Documents, the Contract and Purchase Order may be terminated as follows: (a) if the Seller breaches any material term of the Purchase Order or other Contract Documents, the Buyer may terminate the Contract and Purchase Order if the Seller does not cure its breach within seven (7) days after receipt of written notice from the Buyer specifying the breach; (b) by Buyer pursuant to Section 14; (c) the Buyer may terminate the Contract and Purchase Order upon not less than seven days' written notice to supplier for Buyer's convenience and without cause; or (d) by either party in the event the other party makes an assignment for the benefit of creditors, or commences or has commenced against it any proceeding in bankruptcy, insolvency or reorganization pursuant to the bankruptcy or similar laws of any jurisdiction, and such proceeding is not dismissed within 60 days of its filing. Upon termination of this Contract and Purchase Order for any reason, Buyer shall pay to Supplier the price provided in the Purchase Order for all Products which have been delivered and all Services which have been satisfactorily completed prior to termination and which are accepted by Buyer in accordance with this Purchase Order. However, in the event of a material breach of Contract and termination of Seller, the Buyer shall be entitled to use any remaining balance of funds available to secure replacement Products or Services. Seller shall be liable to the extent that the cost of such replacements exceed the remaining balance of the Purchase Order.

14. Force Majeure. Notwithstanding anything to the contrary herein, neither party shall be liable for delay or failure in the performance of any of its Contract obligations if and to the extent such delay or failure is due to circumstances beyond the reasonable control of such party (event of "force majeure"), including but not limited to fires, floods,

explosions, accidents, acts of God, war, riot, terrorism, strike, lockout or other concerted acts of workers, and acts of government; provided, however, that the party claiming that a force majeure event has affected its performance shall give notice to the other party within five (5) days of becoming aware thereof. The party giving such notice shall use its best efforts to eliminate or prevent the cause so as to continue performing its Contract obligations. If an event of force majeure, as described in this Section 14, affects Supplier and lasts for longer than twenty (20) days, Buyer may, in addition to any other remedy available to Buyer herein or at law or equity, terminate this Purchase Order without liability, except for payment for deliveries made prior to termination and which have been accepted by Buyer.

15. Assignment. Neither this Purchase Order nor any payment hereunder is assignable or transferable by Supplier without Buyer's prior written approval. Any attempted assignment in violation of this Section shall be null and void.

16. Governing Law. This Purchase Order shall be governed by, construed and interpreted in accordance with the laws of the State of New York, without regard to its conflict of laws rules. The exclusive jurisdiction and venue of an action with respect to the subject matter of this Purchase Order shall be the County of Monroe, State of New York.

17. RSMP Diversity Program. Supplier is expected to use its best efforts to meet the diversity and equal employment opportunity goals and must document its efforts to submit to the Owner's "Independent Compliance Officer" ("ICO"), as set forth more fully in the Contract Documents. Supplier's failure to adhere to the RSMP Diversity Program goals shall be grounds for remedial action by Buyer, including suspension or termination of Contract, declaration of non-responsiveness of Seller, rejection of future bids by Seller, finding of Seller ineligibility for future RSMP contracts, and/or withholding of payment.