The design of this project conforms to all applicable provisions of the New York State uniform Fire Prevention and Building Code, the New York State Energy Conservation Code, and the building standards of the New York State Education Department.
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VOLUME 1

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220500   Basic Plumbing Requirements
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230500 Basic Mechanical Requirements

Divisions 26 – Electrical

260500 Basic Electrical Requirements

Divisions 28 – Electronic Safety and Security

283101 Fire Alarm System Safety And Security

END SECTION 00 01 10
SECTION 00 11 13 - ADVERTISEMENT FOR BIDS

Sealed bids will be received until 2:00 p.m. on May 23, 2017, at the Rochester City School District building at 1776 North Clinton Ave., Rochester, NY 14621 by the Rochester Joint Schools Construction Board ("RJSCB" or "Owner"), Attention: Pepin Accilien, Program Director, Tel. 585-512-3807, for the RCSD Children’s School of Rochester Phase 2b at which time and place said bids will be publicly opened and read aloud. Questions during the bidding period must be communicated as described in Section 00 21 13 - INSTRUCTIONS TO BIDDERS.

RCSD Children’s School of Rochester Phase 2b (“Project”) includes:

- Demolition work.

PLEASE NOTE THAT THE PROJECT DOES NOT INCLUDE A PROJECT LABOR AGREEMENT (PLA) AS A PART OF THE PROJECT DOCUMENTS/REQUIREMENTS.

Prime Contracts are as follows:

- Demolition Abatement Bid Package Contract

The Contract Documents, including the Instruction to Bidders, Form of Contract and Bid Form, may be obtained at the following websites:

Dataflow/RSM Project portal: www.goDataflow.com/RSM
Dataflow Rochester Office, 320 North Goodman, Suite 200 (Village Gate), Rochester, NY 14607
(585) 271-5730 phone
(585) 271-3752 fax

Rochester Builders Exchange, 180 Linden Ave., Suite 100, Rochester, NY 14625
(585) 586-5460


Bidnet site: www.bidnet.com

Complete sets of the Bid Documents may be obtained at the office of Dataflow Rochester Office, 320 North Goodman, Suite 200 (Village Gate), Rochester, NY 14607, upon payment of a deposit of $100 for each set made payable to the RJSCB (or if not picking up in person, add $35 for shipping made payable to Dataflow which is non-refundable). Along with their deposit check, bidders are to provide an active email address, street address (no PO Box Numbers), phone number, fax number, and contact name. Any bidder upon returning such set in GOOD CONDITION to Dataflow Rochester Office within thirty (30) calendar days after the bid date set for the Bid opening will be refunded their deposit. No partial sets or sections of the Contract Documents will be distributed.

A pre-bid conference will be held by on Wednesday, May 3, 2017 at 4:00 pm at 85 Hillside Avenue, Rochester NY 14610 RCSD Children’s School of Rochester Phase 2b. Please register via e-mail with The Pike Company (Shibel Jabaji) Shibel Jabaji <jabies@pikeco.com>(315) 440-9090.

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 Acclien, Program Director - Savin Engineers, P.C.

By order of the Rochester Joint Schools Construction Board
SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS

1.01 RECEIPT AND OPENING OF BIDS: The Rochester Joint Schools Construction Board ("RJSCB"), herein referred to as “Owner," invites bids on the Bid Form attached hereto, all blanks of which must be appropriately filled in. Bids will be received at the time and place described in Section 00 11 13 ADVERTISEMENT FOR BIDS, and then at said time and place publicly opened and read aloud. The envelopes containing the bids must be sealed, addressed to Attention: Pepin Accilien, Program Director, 1776 N Clinton Avenue, Rochester NY 14621, and designated as:

- Demolition Abatement Bid Package Contract

RCSD Children’s School of Rochester Phase 2b of the Rochester Schools Modernization Program ("RSMP")

SED Project Control No.:
SED No. : 26-16-00-01-0-001-022

The contract entered into between the Owner and the successful bidder(s) shall be for work associated with Phase 2b of the RSMP implementing RCSD Children's School of Rochester of the Rochester Schools Modernization Program ("RSMP") (herein, "Project"), which work shall be set forth in detail in the Contract Documents issued by the Owner.

PLEASE NOTE THAT THE PROJECT DOES NOT INCLUDE A PROJECT LABOR AGREEMENT ("PLA") AS A PART OF THE PROJECT DOCUMENTS/REQUIREMENTS.

1.02 BIDDING CONDITIONS:

1. Owner reserves the right to reject any or all bids received for the Project.

2. INFORMALITIES: The Owner may consider any bid not prepared and submitted in accordance with the provisions hereof to be informal, and may waive any informalities in or reject any and all such bids. Conditional bids will not be accepted. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. No bidder may withdraw a bid within 45 calendar days after the actual date of the opening thereof.

3. BID INTERPRETATIONS: Bid amounts are required to be submitted both in writing and in figures. In the event of conflict, the written amount shall take precedence over the amount expressed in figures.

4. PRICE REGULATIONS: 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.

1.03 LATE BIDS: Formal bids, amendments thereto, or requests for withdrawal of bids received by the Owner after the time specified for bid opening will be date stamped as evidence of late arrival and returned to the bidder unopened. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees and Consultants of the Owner. Whether sent by mail or by personal delivery, the bidder assumes the
responsibility for having the bid submitted on time. The time clock located in the Executive Director’s office is designated the official timepiece for submission of bids. BIDS MUST BE SUBMITTED at the location defined herein under section 1.01 as the location where sealed bids are to be received. Bids will not be taken or accepted at any other location.

2.01 PREPARATION OF BIDS: Bids must be submitted on the prescribed form. All applicable blank spaces must be filled in, in ink. Unless otherwise noted, all bid 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.

1. BID SUBMISSION: All bids must be submitted in sealed envelopes bearing, on the outside, the time bids are to be opened, the type of work, the name and SED Project Control Number of the job and building and the name and address of the bidder. Facsimile bids will not be accepted.

2. EXAMINATION OF PREMISES: The submission of a bid will be considered as evidence that the bidder has examined the premises and acquainted himself/herself with present conditions under which he/she will be obliged to operate and that will affect in any manner the work to be done. A pre-bid conference will be held as described in Section 00 11 13 – ADVERTISEMENT FOR BIDS. It is the bidder’s responsibility to request examination of Rochester City School District (“RCSD”) or Owner documents necessary to allow the Contractor to evaluate the premises, 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 Contractor responsible for disturbing ACBM. All proposals shall take into consideration all conditions that may affect the work of the Contract. No allowance will be made subsequently on behalf of the Contractor for any error, omission or negligence on his/her part.

3. DE-SCOPE MEETINGS: There will be Prime Contractor de-scope meetings held for all the lowest prospective bidders on Wednesday, May 16-18, 2017 at 10:00 am, and all contractors need to be available on this date. All prospective winning prime contractors will be required to bring to the de-scope meeting the labor hours they have estimated in their bid.

4. SCHEDULING: Please refer to the the milestones and dates as denoted in Section 00 43 83 “Schedules and Milestones.” Bidder shall submit a detailed construction schedule to include critical dates, activities, milestones, and other pertinent information consistent with the Milestone Schedule provided. It is expected that these costs are included in the base bid.

5. The required DP-1 form, which must be submitted as part of this Bid, must be fully completed indicating that EBE participation, by category, meets the Project’s requirements.
3.01 DISCREPANCIES: If any bidder should find any discrepancy, conflicts or omissions in the drawings and/or specifications, these shall be called to the attention of the Program Manager, in writing, not later than seven days before the bids are due. Such items will be reviewed, and if clarification is deemed to be necessary, appropriate addenda will be issued to all bidders. Neither the Owner nor the Owner’s Representative(s) will be responsible for any oral instructions given during the bidding period. If inconsistencies and/or discrepancies are not brought to the attention of the Program Manager prior to bid, then the amount of work of greater value, or the product of greater quality, shall be considered applicable to determine the Project requirements at the time of the award of the contract, and thereafter.

4.01 ADDENDA AND INTERPRETATIONS: No interpretations of the meaning of the plans, specifications or other Contract Documents will be made to any bidder orally. Every request for such interpretation should be submitted in writing by e-mail to school1@rjscb.org. To be given consideration, such requests must be received on/or before 4:00 p.m. on May 11, 2017. Any and all such interpretations and all supplemental instructions will be in the form of written addenda to the Contract Documents and Addenda will be posted and hosted by www.dataflow.com and www.bidnet.com. Any bidder who is preparing a bid based upon the Contract Documents available at various service agencies, is responsible for obtaining the addenda from the hosting service. Failure of any bidder to receive any such addendum or interpretation shall not relieve any bidder from any obligation under this bid as submitted. All addenda so issued shall become part of the Contract Documents.

5.01 CERTIFICATE OF NON-COLLUSION IN BIDDING: 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 statement has been made a part of the Bid Form (00 41 16).

1. DISCLOSURE: A bid shall not be considered for award nor shall any award be made where (.1), (.2) and (.3) in the Certification of Non-Collusion in Bidding have not been complied with; provided however, that in any case the Bidder cannot make this certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefore. Where (.1), (.2) and (.3) have not been complied with, the bid shall not be considered for award nor shall any award be made unless the Owner determines that such disclosure was not made for the purpose of restricting competition.

2. PRICING INFORMATION: The fact that a bidder, (A) has published price lists, rates or tariffs coveting items being procured, (B) has informed prospective customers of proposed pending publication of new or revised price lists of such items being bid, does not constitute without more, a disclosure within the meaning of the required certification.

6.01 RESPONSIBLE BIDDER: The Owner has developed the following guidelines for the determination of public works contract responsibility consistent with the duties of contracting agencies and the court interpretations of State law and regulations governing competitive bidding in the belief that the public interest would be served by the uniform application of these guidelines on Owner public works contracts:
1. In determining the responsibility of a bidder for a public works contract, the Owner shall consider the following items;

   A. 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. Evidence of such lack of ability to perform may include, but shall not be limited to, evidence of suspension or revocation for cause of a professional license of any director or officer, or any holder of five percent (5%) or more of the bidders stock or equity; failure to submit satisfactory evidence of insurance, surety bond or financial responsibility; the status of bankruptcy petitions; suspension or debarment by state or federal government; or a history of termination of prior contracts for cause.

   B. Criminal conduct in connection with government contracts or business activities. Evidence of such conduct may include a judgment of conviction or information obtained as a result of formal grant of immunity in connection with criminal prosecution of the bidder, and any director or officer, or holder of five percent (5%) or more of the shares or equity of the bidder, or any affiliate of the bidder.

   C. Violations of safety and/or training standards as evidence by a pattern of OSHA violations or the existence of willful OSHA violations.

   D. Willful non-compliance with the prevailing wage and supplements payment requirements of the Labor Law by the bidder or any affiliate of the bidder.

   E. Any other significant Labor Law violation, including, but not limited to, child labor law violations, failure to pay wages, or unemployment insurance tax delinquencies.

   F. Any significant violation of the Worker’s Compensation Law, including, but not limited to the failure of a bidder to provide proof of worker’s compensation or disability benefits coverage.

   G. Any criminal conduct involving violations of the Environmental Conservation Law or other federal or state environmental statutes or regulations.

   H. Any criminal conviction concerning formation of, or any business association with, an allegedly false or fraudulent Women’s or Minority Business Enterprise (W/MBE), or any denial, de-certification, revocation or forfeiture or W/MBE status by New York State.

   I. 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.

   J. Any other cause of so serious or compelling a nature that it raises questions about the responsibility of a bidder, including, but not limited to submission to the Owner of a false or misleading statement on a sworn statement of bidder qualifications, or in some other form, in connection with a bid for or award of a contract.

   K. In addition to the factors specified above, the Owner may also give due consideration to any other factors considered to bear upon bidder responsibility, including but not limited to, any mitigating factors brought to the Owner’s attention by the bidder.

2. A sworn “Statement of Bidder Qualifications” form as attached in Section 00 45 13 shall be completed by all bidders. The Owner shall use the information contained in the response to the sworn statement in making a determination of bidder responsibility before awarding the contract. Any untrue representations made on
the aforementioned form shall be grounds for immediate termination of the Contract.

6.02 QUALIFICATION OF BIDDERS: A bidder can be judged qualified only for the type of work in which he has demonstrated competence. The Owner will make such investigation it feels necessary to determine the competency of the bidder to perform the work for which he has submitted a bid. The bidder shall furnish promptly all information the Owner requests. The successful bidder will, at minimum, have successfully completed three (3) prior projects of similar size and scope to this Project, and shall respond and include all information set forth in the “Statement of Bidder Qualifications” form attached as Section 00 45 13, which must be signed and submitted with its bid.

6.03 REQUESTED BIDDER INFORMATION: Such information shall consist of the following and shall be included in each bidder’s sworn “Statement of Bidder Qualifications” form (see Section 00 45 13), to be submitted with its bid.

1. PROJECTS: A list of a minimum of three completed projects involving work of a similar nature as that for which the bid has been submitted. List the most recent project first, continue with the next most recent and so on. For each project, include the name and address of the owner, the architect or engineer and the date of completion. Information concerning additional projects may be required by the Owner.

2. LOCATION: The address and description of the bidder’s place of business; a list of major equipment owned by the bidder.

3. FINANCIAL STATEMENT: A certified or authenticated financial statement dated not more than thirty days prior to its submission. Include liquid assets, bonding capabilities and the banks or financial institutions associated with the business.

4. NON-BANKRUPTCY: Certification that the bidder is not in bankruptcy and that its assets are not subject to receivership.

7.01 BID SECURITY: 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 prepared in the form of Bid Bond attached in Section 00 43 00, 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 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.

8.01 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT: The successful bidder, upon his/her failure or refusal to execute and deliver the Contract, bond and/or insurance certificates required within 10 calendar days after he/she has
received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bid.

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

10.01 AWARD OF CONTRACT: This contract will be awarded to that qualified bidder whose base bid and whose prices for the Alternates accepted by the Owner, if any, total the lowest number of dollars.

1. Notice of Award; Within twenty-four (24) hours after award is made by the Owner to the successful bidder, the Owner’s Executive Director will mail to such bidder at the address given by him/her on his/her bid, a notice in writing to the effect that the award has been made to him/her, but the mailing or receipt of such notice shall not be a condition precedent to the right of the Owner to take such lawful action as it deems advisable.

11.01 CONDITIONS OF THE CONTRACT: The General Conditions of the Contract hereinafter fully set forth in Section 00 72 16 of the Project Manual and General Requirements set forth in Division 1 of the Project Manual, as well as all other terms and conditions set forth in the Contract Documents, will be rigidly enforced. The Owner’s failure to insist on Contractor’s performance with regard to any particular term, condition, or requirement of the Contract shall not function as a waiver or preclude the Owner from enforcing such terms, conditions or requirements going forward.

11.02 LOCAL LABOR: The Project will be funded in part through the issuance of tax-exempt bonds by the County of Monroe Industrial Development Agency (“COMIDA”). Pursuant to the terms of the agreement between COMIDA and the Owner, COMIDA will require that the Project use only “Local Labor,” subject to certain permitted exceptions and waivers. The term “Local Labor” is defined as laborers residing in Monroe, Genesee, Livingston, Orleans, Ontario, Seneca, Wayne, Wyoming and Yates counties. Further information on the COMIDA program requirement applicable to the RSMP is available online at http://www.growmonroe.org. For Information only - Non-union bidders are encouraged to contact Dan Kuntz of Laborer’s Local 435, at 585-454-5800, to discuss participation in the Local’s certified apprenticeship program, PRIOR to submitting a bid. Contractor’s participation in a NYS certified apprenticeship program is a requirement of this Project.

12.01 TAX EXEMPTION: Bidders shall not include in their bid the sales and compensating use taxes of the State of New York or of any City or County in the State of New York for any materials which are to be incorporated into the structures or landscape. The New York State Department of Taxation and Finance does not issue tax exemption numbers to government entities. Completion of any type of exempt organization certification form is, therefore, not required. An official Purchase Order issued to the vendor by a government entity is the only evidence required by the state to substantiate an exempt sale to a government purchaser.
12.02 WAGE RATES: The attention of bidders is called to the wage rates applicable to work performed under this Contract, as set forth in the Wage Rate Schedules referenced in Section 00 73 46. The Contractor and every subcontractor shall post in prominent and accessible places on the site of the work legible statements of all wage rates as specified in the Contract to be paid for the various classes of laborers, workmen and mechanics employed on the work.

12.03 STATE LAWS AND REGULATIONS: The bidder’s attention is directed to the following instructions and information regarding construction operations, contracts and references to the provisions of law applicable in New York State.

1. COMPLIANCE: The Contractor and each and every subcontractor performing work at the site of the Project to which this Contract relates shall comply with the applicable provisions of the Labor Law, as amended, of the State of New York. Section 222-A of the Labor Law regarding elimination of dust hazard must be observed.

2. HOURS OF WORK: First Shift will be from 7:00 a.m. to 3:30 p.m., and Second Shift will be from 2:00 p.m. to 10:30 p.m.

3. NON-DISCRIMINATION: Contractor must abide by all state, federal and local laws having jurisdiction over the work of this Contract. The Contract may be canceled or terminated by the Owner for cause upon a violation of the non-discrimination policy or for violation of any applicable laws.

4. EFFECT OF FAILURE TO TESTIFY BEFORE GRAND JURY: 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:

   A. 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 of 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 form, 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.

12.04 WORKFORCE DIVERSITY AND EQUAL EMPLOYMENT OPPORTUNITIES: The Owner recognizes the need to take action to ensure that minority and women-owned business enterprises (W/MBE’s), disadvantaged business enterprises (DBE’s), small
business enterprises (SBE’s) and minority and women employees and principals are given the opportunity to participate in the performance of contracts entered into with the Owner. This opportunity for full participation in our free enterprise system by persons traditionally, socially and economically disadvantaged is essential to obtain social and economic equality. Accordingly, the Owner fosters and promotes the participation of such individuals and business firms in contracts with the Owner. Therefore, Contractor and all subcontractors and suppliers must fully comply with the requirements set forth in Section 00 43 31 (“MWBE/DBE/SBE Utilization and Workforce Diversity”), and use good faith efforts to attain the diversity and workforce utilization goals stated therein. Owner reserves the right to revise, adjust and/or modify the stated goals for contracts awarded at a later date as part of the RSMP. Contractor compliance with the requirements of Section 00 43 31 and related obligations will be monitored by Owner’s Independent Compliance Officer (ICO).

12.05 APPRENTICESHIP REQUIREMENTS – The Phase 2 legislation also requires that Contractors and Subcontractors with construction contract $1M or more “shall participate in NYS approved apprentice training programs in the trades it employs: a) approved by not less than 3 years; b) graduated at least 1 apprentice in last 3 years; c) at least 1 apprentice currently enrolled in such an apprentice program; d) demonstrate significant efforts to attract and retain minority apprentices.

13.01 PERFORMANCE AND LABOR & MATERIAL PAYMENT BONDS:

1.  SECURITY FOR FAITHFUL PERFORMANCE: Simultaneously with his delivery of the executed Contract, the successful bidder must deliver to the 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 the form of Performance Bond attached hereto in Section 00 61 13 and having as surety thereof such surety company or companies as are acceptable on bonds approved by the Owner, and as are authorized to transact business in New York State.

2.  SECURITY FOR LABOR & MATERIAL PAYMENT: Simultaneously with his delivery of the executed contract, the successful bidder must deliver to the 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 therewith, prepared in the form of Payment Bond attached hereto in Section 00 61 13 and having as surety thereof such surety company or companies as are acceptable on bonds approved by the Owner, and as are authorized to transact business in this State.

3.  POWER OF ATTORNEY: Attorneys in fact who sign Bid Bonds or Performance Bonds must file with each bond a certified copy of their Power of Attorney to sign said bonds.

13.02 COMMENCEMENT OF WORK: No Contractor or Subcontractor shall commence work under this Contract until the Owner has approved the Contractor’s payment bond and performance bond offered as security for faithful performance and payment for labor and material on the Project in accordance with paragraph 13.01 hereinafter.
14.01 CONDITIONS OF WORK: Each bidder must inform himself fully of the conditions relating to the construction and labor under which the Work is now being or will be performed. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to complete the contemplated Work for the consideration set forth in his bid. In so far as possible, the Contractor in the carrying out of its Work must employ such methods or means as will not cause any interruption of, or interference with, the work of any other contractor. Contractor should undertake to perform the Contract in the shortest possible time consistent with good and workmanlike construction.

15.01 EQUIVALENTS: Where, in these specifications, certain kinds, types, brands, or manufacturers of materials are named, they shall be regarded as the required standard of quality. If two or more are named, these are presumed to be qualitatively equal, and the Contractor may select any one of the named items. If the bidder desires to use any kinds, types, brands, or manufacturers of materials other than those named in the specifications, it shall indicate in writing, when requested, the kind, type, brand or manufacturer presumed as an equivalent in its bid.

1. If proposing an equivalent product or material, the bidder must submit a Request for Equivalent Review Form (Section 00 63 19) when requested. The Architect will review the product or materials proposed as “equivalent” by the bidder and make a determination as to whether such product or materials are equivalent to those set forth in the Contract Documents. If not found to be equivalent by the Architect and if the requirement for equivalency is not waived by the Owner, the bidder must indicate in writing prior to the award of contract that it will provide the specified product or materials without any increase in compensation, or the Owner may reject its bid as non-responsive.

2. The burden of proof of the equivalency of the proposed equivalent products or material is upon the bidder. The Architect's decision to approve or disprove a proposed equivalent shall be final.

END OF SECTION 00 21 13
SECTION 00 41 16 - BID FORM

1.1 To the Rochester Joint Schools Construction Board (“RJSCB” or “Owner”):

The undersigned proposes to do all the work and furnish all material necessary for RCSD Children’s School of Rochester Phase 2b of the RSMP (herein, “Project”). (Use only one bid form per contract being bid):

- Demolition Abatement Bid Package Contract

1.1.1 In accordance with drawings and specifications therefore and addenda comprising the Contract Documents, for the lump sum of:

________________________________________________________Dollars

Amount in Writing

(__________________), herein referred to as the “Base Bid.”

1.2 ALLOWANCES

Refer to Section 00 43 21 “Allowances”, for description.

1.3 ALTERNATES

Not Used.

1.4 UNIT PRICES

Not Used.

1.5 PROJECT PHASING AND MILESTONES

If awarded the Contract, the undersigned bidder agrees to complete the entire work on or before the milestones and dates as denoted in Section 00 43 83 “MILESTONE SCHEDULE & CRITICAL SUBMITTALS.”
1.6 ADDENDA

Receipt of the following addenda to the Contract Documents are acknowledged:

Addendum No. ________________  Date__________________
Addendum No. ________________  Date__________________
Addendum No. ________________  Date__________________
Addendum No. ________________  Date__________________

1.7 Give the name of each person, firm or corporation interested in the above bid. If the undersigned bidder is:

   1. An individual, give full name ____________________________________.

   2. A partnership under an assumed name, give name of each principal:
        ____________________________________________________________.

   3. A corporation, give full legal name_______________________________
       ____________________________________________________________.

   4. Give the name of each person, firm or corporation other than the bidder having an interest in bids of the Contract proposed to be taken
       ____________________________________________________________.

2.1 CERTIFICATION OF NON-COLLUSION IN BIDDING

   1. 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.

____________________________________        BY__________________________________
FULL LEGAL NAME OF FIRM OR CORPORATION AUTHORIZED SIGNATURE

ADDRESS TYPED NAME OF AUTHORIZED SIGNATURE/TITLE

CITY, STATE, ZIP CODE TELEPHONE AND FACSIMILE NUMBERS

DATE E-MAIL ADDRESS

NOTICE TO BIDDERS

3.1 All bid forms shall be signed by the name of the person, firm or corporation submitting the bid, indicating by long-hand signature the person duly authorized to sign in behalf of such person, firm, or corporation and shall contain the business address of the bidder.

3.2 Bidders are required to submit unit prices only if required by the specifications.

3.3 Owner reserves the right to award contract to include any of the Alternates. Accordingly, bidders are required to bid on all Alternates called for in the specifications. However, Owner reserves the right to waive this requirement.

3.4 No bids on different kinds of work may be combined, grouped or added together except to make the lump sum total of work called for under any one contract.

3.5 All items on the bid form shall be filled in as called for, and the completed bid form shall be without interlineation, alteration or erasure; and shall not contain a bid or bids, or form of bid or bids, other than called for.

SUBMIT THIS LIST WITH YOUR BID IN A SEPARATE SEALED ENVELOPE

WICKS REFORM 2008 (For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold increased from $50,000 to: $3,000,000 in Bronx, Kings, New York, Queens and Richmond counties; $1,500,000 in Nassau, Suffolk and Westchester counties; and $500,000 in all other counties.

- In the spaces provided below, list the name and amount to be paid to applicable HVAC, Plumbing and/or Electrical subcontractors for the project. The list may not be changed unless the Owner finds a legitimate construction need, including a change in specifications or costs or use of a
Project labor Agreement (PLA), and must be open to public inspection.

- Refer to Division 00 Specification Section “WAGE RATES” for additional requirements and information.

**PART 1 - CONTRACTOR (write “N/A” if not applicable):**

---

(Company) (Contact Name) (Phone Number)

Dollars ($ )

(Written Amount) (Figures)

END OF SECTION 00 41 16
SECTION 00 52 12 – FORM OF CONTRACT

This Contract made and executed in duplicate the ___ day of ______ in the year 2017, by and between the Rochester Joint Schools Construction Board (“RJSCB”), hereinafter called the “Owner”, party of the first part, and (Demo/Abatement Prime Contractor), hereinafter designated as the “Contractor,” party of the second part.

WITNESSETH that in consideration of the mutual covenants and Contracts, herein contained the parties hereto covenant, promise and agree, each with the other, as follows:

1.1 WORK TO BE DONE: The Contractor shall and will make and construct and sufficiently perform and finish in a good substantial, and workmanlike manner, under the direction and to the satisfaction of the Owner, acting as agent to the Rochester City School District and the City of Rochester, and the Owner’s Representatives, all the work included in the plans, specifications, addenda, and other items forming the Contract Documents for

- Demolition Abatement Bid Package Contract

  Bid for RCSD Children’s School of Rochester Phase 2b of the Rochester Schools Modernization Program (“RSMP”)

  SED No.: 26-16-00-01-0-001-022

  Addendum No. 1 – Dated _____________
  Addendum No. 2 – Dated _____________

in all respects according thereto and in conformity with the Contract, and to furnish and provide for such work and materials of suitable and workmanlike quality as is set forth in the Contract Documents.

2.1 CONTRACT AND CONTRACT DOCUMENTS: The Contract Documents consist of this Contract, the Plans, Specifications, Drawings, and other documents included in the Project Manual setting forth the Work and requirements for performing same, as well as the Addenda hereinbefore enumerated and any written document executed or amended after execution of this Contract, all of which form the Contract and are as fully part of the Contract as if attached to this Contract or repeated herein. The Contract represents the entire and integrated Contract between the parties hereto and supersedes prior negotiations, representations or Contracts, either written or oral. The table of contents, titles, headings, headlines, and marginal notes contained herein and in the Contract Documents are solely to facilitate reference to various provisions thereof and in no way affect, limit, or dictate the interpretation of the provisions to which they may refer. In case of any conflict or inconsistency between the provisions of this Contract and those of the other Contract Documents, the provisions of this Contract shall govern.

2.2 All obligations of the Owner and the Contractor are fully set forth and described in the Contract Documents. All parts of the Contract Documents are correlative and complementary, and any work required, or reasonably inferable, by one part and not mentioned in another shall be performed to the same extent and purposes as required
by all parts. The Contractor is to provide for the Work enumerated in the Contract Documents, and all Work that is reasonably inferable from the Contract Documents, to be fully completed in every detail for the purpose designed, and the Contractor agrees to furnish anything and everything necessary for such purpose and the misplacement, addition or omission of any word or character shall not change the intent or any part of the Contract Documents from that set forth by the Contract Documents as interpreted by the Owner.

2.3 Local Labor; The Project will be funded in part through the issuance of tax-exempt bonds by the County of Monroe Industrial Development Agency (“COMIDA”). Pursuant to the terms of the Contract between COMIDA and the Owner, COMIDA will require that the Project use only “Local Labor”, subject to certain permitted exceptions and waivers. The term “Local Labor” is defined as laborers residing in Monroe, Genesee, Livingston, Orleans, Ontario, Seneca, Wayne, Wyoming, and Yates counties. Those providing labor to the Project must use best efforts to achieve compliance with the COMIDA Local Labor requirement. Further information on the COMIDA program requirements applicable to the RSMP is available online at http://www.growmonroe.org.

3.1 TERMS

3.1.1 WORK; as used herein, refers to work at the site of the Project as described in the Contract Documents, and includes all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the carrying out and completion of the terms of this Contract, including Contractor’s provision of material delivered to and suitably stored at the site of the Project with approval of the Owner’s Representative.

3.1.2 EXTRA WORK; as used herein, refers to and includes work required by the Owner that in the judgment of the Owner’s Representative(s) involves changes in or additions to that required by the Contract Documents.

3.1.3 CONTRACTOR, SUBCONTRACTOR; The terms “Contractor,” "Subcontractor," as used herein, means a person, firm or corporation supplying labor and materials or labor for work at the site of the Project.

3.1.4 OWNER’S REPRESENTATIVE; The Owner’s Program Manager (Savin Engineers P.C. and Gilbane Building Company “Savin/Gilbane”), in conjunction with Owner’s Architect (SWBR Architects), and Owner’s Construction Manager (LP Ciminelli) shall be designated the “Owner’s Representative” for the purpose of this Contract.

3.1.5 NOTICE; as used herein, shall mean and include written notice. Written notice shall be deemed to have been duly served when delivered to or at the last known address of the person, or entity for whom intended, or to his, their, or its duly authorized agent, representative or officer; or when enclosed in a postage prepaid wrapper or envelope addressed to such person or entity at his, their, or its known business address and deposited in a United States mail box.
3.1.6 DIRECTED/REQUIRED/APPROVED/ACCEPTABLE; Whenever they refer to the Work or its performance, "directed", "required", "permitted", "ordered", "designated", "prescribed", and words of like import shall imply the direction, requirement, permission, order, designation, or prescription of the Owner's Representative(s); and "approved", "acceptable", "satisfactory", "in the judgment of" and words of like import shall mean approved by or acceptable to or satisfactory to or in the judgment of the Owner's Representative(s).

3.1.7 PROJECT, refers to RCSD John Walton Spencer School No. 16- Phase 2a of the Rochester Schools Modernization Program, and all required Work and other obligations under the Contract relating thereto.

3.1.8 PROJECT MANUAL, refers to the document of that name issued for the Project at the time of bidding by the Owner or Owner's Representative(s) and includes all specifications, drawings, bidding requirements, forms, closeout documents, general and special conditions, and all other documents included therein, together with any Addenda thereto. The Project Manual is incorporated by reference into this Contract, constitutes a Contract Document and is binding upon the parties hereto.

4.1 SCOPE OF THE WORK: The Contractor will furnish all plant, labor, materials, supplies, equipment and other facilities and things necessary or proper for or incidental to the Work contemplated by the Contract as required by and in strict accordance with the Contract Documents, and/or as required by and in strict accordance with such changes as are ordered and approved pursuant to the Contract, and will perform all other obligations imposed by the Contract.

4.2 WORK PROGRESS AND REPAIRS. Under the Contract, the Contractor shall fully execute the Work as is enumerated under the Contract Documents or reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents. In addition thereto, the Contractor shall protect all the adjoining property and to repair and replace any such properties damaged or destroyed by it or its employees through construction operations at or near the Project site. The Contractor shall have the sole continuing responsibility to install materials, protect them, maintain them in proper condition and forthwith repair, replace or make good any damages thereto without cost to the Owner until such time as the Work covered by the Contract is fully accepted by the Owner.

5.1 COMPENSATION TO BE PAID TO THE CONTRACTOR

5.1.1 The Owner shall pay the Contractor in current funds for the Contractor's performance of the Contract the Contract Sum of $__________Dollars and _________Cents ($_______.__), subject to additions and deductions as provided in the Contract Documents.

5.1.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

No Alternates were associated with this Contract.
5.1.3 The Contractor shall pay all laborers and mechanics providing services to the Project in accordance with the appropriate New York State Prevailing Wage Rate or federal Davis-Bacon Wage Rate Schedule, as applicable, pursuant to Section 00 73 46 of the Project Manual.

5.1.4 Unit prices, as set forth in Section 00 43 22 of the Project Manual, are as follows:

Unit Price ______________________________.

5.1.5 The Owner is exempt from payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials pursuant to this Contract. This exemption does not, however, apply to tools, machinery, equipment or other property purchased by, leased by or to the Contractor or a subcontractor or to supplies or materials not incorporated into the completed Project. The Contractor and its subcontractors shall be responsible for and to pay any and all applicable taxes, including sales and compensating use taxes, on such tools, machinery, equipment or other property or such unincorporated supplies and materials.

6.1 TIME OF ESSENCE: The provisions of the Contract relating to the time for performance and completion of the Work are of the essence of the Contract. Accordingly, time is of the essence respecting the Contract Documents and all obligations thereunder. The Owner will be entitled to seek liquidated damages for failure to timely achieve Substantial Completion as set forth in the General Conditions.

7.1 COMMENCEMENT OF WORK: The dates of commencement of and Substantial Completion of the Work of the Contract shall be in accordance with the “Schedules and Milestones” Section of the Project Manual (00 43 83). As such, the Contractor will commence Work on the date therein specified for commencement of the Work, and shall fully complete the Work by the dates specified in, or calculated by reference to, Section 00 43 83 (herein, the “Contract Time”) as the time for completion of the Contract, unless such period shall be extended as provided in the Contract Documents.

8.1 WARRANTIES. The Contractor represents and warrants the following to the Owner (in addition to any other representations and warranties contained in the Contract Documents) as an inducement to the Owner to execute the Contract, which representations and warranties shall survive the execution and delivery of the Contract, any termination of the Contract and the final completion of the Work that:

1. it and its Subcontractors are financially solvent, able to pay all debts as they mature and possessed of sufficient working capital to complete the Work and perform all obligations hereunder;

2. it is capable of furnishing the tools, materials, supplies, equipment and labor required to complete the Work and perform its obligations hereunder;

3. it is authorized to do business in the State of New York and the United States and properly qualified and licensed by all necessary governmental and public authorities having jurisdiction over it, the Work and the Project; its execution of the Contract and its performance thereof is within its duly
authorized powers;

4. its duly authorized representative has visited the site of the Project, is familiar with the local and special conditions under which the Work is to be performed and has correlated on-site observations with the requirements of the Contact Documents; and

5. it possesses a suitable level of experience and expertise in the business administration, construction, construction management and superintendence of projects of the size, complexity and nature of this particular Project to complete the Project successfully and on schedule, and that it will perform all Work with the care, skill and diligence of a contractor of reasonable skill and experience in performing the obligations of the Contract.

The foregoing warranties are in addition to, and not in lieu of, any and all other liability imposed upon the Contractor by law with respect to the Contractor's duties, obligations and performance hereunder. The Contractor's liability hereunder shall survive the Owner's final acceptance of and payment for the Work. All representations and warranties set forth in the Contract, including without limitation, this Paragraph 8.1, shall survive the final completion of the Work or the earlier termination of the Contract. The Contractor acknowledges that the Owner is relying upon the Contractor's skill and experience in connection with the Work called for hereunder.

Upon the execution of this Contract, the Contractor shall, upon request, provide the Owner with copies of all contracts entered into between the Contractor and subcontractors or material suppliers. The Contractor's obligation to provide the Owner with said contracts shall continue for the duration of the Project.

9.1 LIST OF EXHIBITS

Refer to the Table of Contents to the Project Manual for enumeration of all Sections of the Contract Documents (Specifications and Drawings List), which are incorporated herein.

10.1 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds in accordance with the requirements of the Contract Documents, including Sections 00 61 13 and 00 73 16 of the Project Manual and the General Conditions.
11.1 AUTHORIZED SIGNATURES

This Contract is entered into as of the day and year first written.

FOR CONTRACTOR:

(COMPANY SEAL) (“Contractor”)

Witness: ____________________________
Print legal name of firm or corporation

By: ________________________________
Title: ______________________________

FOR OWNER:

Witness: Rochester Joint Schools Construction Board (“Owner”)

By: ________________________________
Allen K. Williams, Chair of the RJSCB

Accepted as to form only
By: ________________________________
Ed Hourihan, Partner - Bond Schoeneck and King,
RJSCB General Counsel
SECTION 00 73 16 - INSURANCE REQUIREMENTS

No Contractor, or Subcontractor of any tier, shall commence work under the Contract until it has obtained all the insurance described below (the “Required Insurance”) and Owner has approved each Contractor and Subcontractor’s certificate of insurance provided in accordance with this Section. The Contractor shall purchase and maintain, and require each of its Subcontractors to purchase and maintain during the term of the Contract, the Required Insurance. 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 Rochester Joint Schools Construction Board (“RJSCB”) 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 and City of Rochester 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”). Each of the Rochester Joint Schools Construction Board (“RJSCB” or “Owner”); Rochester City School District (“RCSD”); the City of Rochester (“City”); County of Monroe Industrial Development Agency (the “Agency” or “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. in Association with Gilbane Building Company (“Savin/Gilbane”, the “Program Manager”); The Pike Company (Construction Manager), and “Moody Nolan” (“Architect”); (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). Subcontractors are not required to add the foregoing Additional Insureds on a Primary and Non-Contributory basis on their Umbrella (Excess) Liability Insurance policies, but shall do so for all other Required Insurance. The Contractor and Subcontractors shall provide additional insured status through ISO endorsement CG 2010 11 85 or an equivalent endorsement acceptable to the Owner; provided, however, that if endorsement CG 2010 11 85 is not available, then GC 20-37 07 04 shall also be required. In addition, Contractor must expressly list all Additional Insureds required to be covered in this Section 00 73 16 in any written agreements with its Subcontractors, and verify that each Subcontractor has met the insurance coverage and endorsement requirements expressly stated herein, and require the same of each Subcontract for every level of contract entered into for work on the Project.

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 Coverage is required to be maintained under the Contract.

General Liability coverage is to remain in place for one (1) year after the Certificate of 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 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; and

Prior to the commencement of any work (and at such other times as the Owner may request), Contractor shall deliver or cause to be delivered to the Owner duplicate copies of insurance policies, with all endorsements or exclusions, that are obtained by Contractor and Subcontractors hereunder, and/or binders evidencing compliance with the insurance requirements set forth herein. In addition, the Contractor shall provide the Owner 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, contractor shall furnish the Owner with evidence that such policy has been renewed or replaced or is no longer required hereunder.

The Required Insurance is as follows:

1. **Workers’ Compensation, New York State Disability and Employer’s Liability Insurance:** Contractor shall maintain, and require each of its Subcontractors to maintain, workers’ compensation insurance and employer’s liability insurance and such other forms of insurance which contractor is required by law to provide covering loss resulting from injury, sickness, disability or death of the employees of any contractor or Subcontractor performing work.

2. **Commercial General Liability (including Products & completed Operations, Personal Liability, and damages to rented premises on a per project basis):** Contractor shall maintain, and require each of its Subcontractors to maintain, commercial public general liability insurance with coverage amounts of no less than the following:
INSURANCE REQUIREMENTS
**Contractor required minimum policy limits:**
- $1,000,000 per occurrence / $3,000,000 general aggregate
- $1,000,000 per occurrence / $3,000,000 aggregate products & completed operations
- $1,000,000 per occurrence / $3,000,000 aggregate personal liability
- $300,000 Fire Damage Legal Liability
- $10,000 Medical Expense Limit
  
  Explosion, Collapse & Underground Coverage shall be provided.

**Subcontractor required minimum policy limits:**
- $1,000,000 per occurrence / $2,000,000 general aggregate
- $1,000,000 per occurrence / $2,000,000 aggregate products & completed operations
- $1,000,000 per occurrence / $3,000,000 aggregate personal liability
- $300,000 Fire Damage Legal Liability
- $10,000 Medical Expense Limit
  
  Explosion, Collapse & Underground Coverage shall be provided.

Products & Complete Operations Aggregate shall be maintained for a period of two years after final acceptance of the Owner.

3. **Automobile Insurance:**
Contractor shall maintain, and require each of its Subcontractors to 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.

4. **Umbrella (Excess) Liability:** Contractor shall maintain, and require each of its Subcontractors to maintain, Umbrella or Excess Liability Insurance, providing coverage in excess of the amounts covered by the Comprehensive General Liability, Automobile Liability, Employers Liability policies, with limits of not less than: (1) for Contractors, $5,000,000 per occurrence and aggregate; and (2) for Subcontractors, $2,000,000 per occurrence and aggregate. Self-Insured retention limit is $10,000 per occurrence.

6. **Contractor’s Contingent Liability:** Contractor shall procure and maintain such insurance as will protect the 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.

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

END OF SECTION 00 73 16
SECTION 01 10 00 - SUMMARY OF WORK – DEMOLITION ABATEMENT BID PACKAGE

PART 1- GENERAL

1.01 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General Conditions of the Contract for Construction, Division 00, and Division 01 Specifications sections, apply to work of this section.

B. Section 00 73 46 – 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 and Critical Submittals Section 00 43 83.

1.02 DESCRIPTION OF WORK

A. The Contractor shall submit lump sum information prices attached to Bid Form Section 00 41 16. The work of this Project is described more completely elsewhere in the Contract Documents and compliments the following list. Contractors shall attend all meetings and comply fully with the detailed specifications and drawings that are part of this Contract. See Alternate Specification Section 00 43 23 for Alternate Bid and Unit Price Specification Section 00 43 22 for Unit Price items.

B. The work includes all labor, materials, equipment and transportation necessary to complete the project as specified and as shown on the accompanying drawings.

1.03 SUMMARY

A. General note: The work descriptions in this section are presented for general guidance only and do not necessarily cover the entire requirements of the project as shown on the drawings, details, and/or as specified hereinafter. Contractors shall provide all work associated with ABATEMENT & DEMOLITION as specified.

1.04 PROJECT INFORMATION

A. Work of this Contract is comprised of ABATEMENT & DEMOLITION to existing school facilities for the RCSD Martin B. Anderson School No.1

1. Project Location: 88 Hillsdale Ave., Rochester, NY 14610

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

C. **Program Manager Identification:** The Owner has engaged SAVIN Engineers, P.C./Gilbane as Program Manager for this Project to serve as an advisor to the 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.

D. **Construction Manager Identification:** The Owner has engaged The PIKE Company as Construction Managers. The Pike Company is designated by contract with the Owner for this particular Project and shall serve as the Contractor's primary contact for, and Owner's authorized agent of, the Project with regard to the site to serve as an advisor to Owner and the Program Manager and to provide assistance in administering the Contract for Construction between Owner and each Contractor, according to its separate contract with Owner.

E. **Architect/Engineer Identification:** Owner has engaged MOODY NOLAN as the Architect of record. MOODY NOLAN has engaged various professional engineers and/or consultants as part of their design team. MOODY NOLAN is retained under separate agreement with Owner, and shall be identified as the Architect/Engineer for the Project, and shall serve as an agent of the Owner with regard to this project.

F. **Technology Consultant Identification:** The Owner has engaged Millennium Strategies as Technology Consultant for the District-Wide Technology Project to serve as an advisor to Owner and the Program Manager to assist in Technology Integration and E-Rate work as required for the project. Millennium Strategies will subcontract work associated with technology not specifically identified as part of this contract. All Prime Contractors are required to coordinate their work with the work performed by the DWT contractor.

G. **Move Manager Identification:** The Owner has engaged Vargas Associates as Move Manager for this Project to serve as an advisor to Owner and the Program Manager to provide assistance in administering the Contract for Construction between Owner and each Contractor, according to a separate contract between Owner and Move Manager.

### 1.05 WORK COVERED BY CONTRACT DOCUMENTS

A. **Project Description:** The project generally consists of Abatement, Demolition, Additions and Renovations of the existing building used as a Public Elementary School. The Demolition and Abatement work will include, but not limited to, demolishing interiors required as part of the Project Design and abatement of any Lead, asbestos, and asbestos contaminated materials (ACM) and as may be revealed during the demolition.
B. Contract Documents dated April 5, 2017, prepared by MOODY NOLAN, 4415 Euclid Ave., Ste. 100, Cleveland, OH 44103

C. Work will be constructed under a single Prime Contract.

D. Prime Contracts are separate contracts between the Owner and separate contractors, representing significant construction activities. This Prime contract is performed concurrently with and closely related to construction activities performed on the project and closely coordinated with construction activities performed on the project under prime contracts Prime Contracts for this project include:

1. **Prime Contract – Abatement & Demolition**

1.06 **Contract Method**

A. Construct the Work under a Lump Sum fixed price Contract for each Prime Contract.

B. Construction work is being accomplished by utilizing a sequentially phased, single prime contract procedure.

C. **CONTRACT DOCUMENTS**

The following documents are hereby defined as Contract documents and are specifically included and defined as integral to each Prime Contract:

**DIVISION 00 - BIDDING REQUIREMENTS, CONTRACT FORMS & CONDITIONS OF THE CONTRACT**

**DIVISION 01- GENERAL REQUIREMENTS**

Drawing Index: The Contractor is responsible for information provided in the Contract Documents. **Information may be indicated on more than one drawing or in more than one specification section. Consequently, Contractor is responsible for all information on each and every drawing so listed on the enumeration of drawings on sheet number "Index" entitled drawing index and all information within the specification book.**

D. **Prime Contract**

**Prime Contract – Abatement & Demolition Contract**

a. The Abatement & Demolition Contractor shall visit the site to verify and review existing conditions prior to the bid date.

b. All work shall be conducted in accordance with the applicable provisions of:

1. **Occupational Safety and Health Administration (OSHA),**

Childrens School of Rochester 01 10 00 -3 SUMMARY OF WORK – ABATEMENT & DEMOLITION
including: Asbestos Regulations, Title 29, Part 1926, Section 58 of the Code of Federal Regulations;

2. Environmental Protection Agency (EPA) Regulations for Asbestos, Title 40, Part 61, Sub-parts A and M of the Code of Federal Regulations;

3. New York State Department of Labor (NYSDOL) regulations, promulgated under Industrial Code Rule 56, 12NYCRR Part 56;

4. New York State Department of Environmental Conservation (NYSDEC) Regulations regarding industrial waste collector registration Title 6, Part 364 of the New York State Official Compilation of Codes, Rules and Regulations-6NYCRR364; and

5. All other Federal, State and Local Laws, Regulations, Codes, and Standards, as applicable, and as may be revised or added during the term of the contract.

c. Drawings: (This Contractor is responsible to perform ALL work as defined on each drawings as listed in the contract documents).

d. Specification Sections: (This Contractor is responsible to perform ALL work as defined in each specification section as listed in the contract documents).

e. Work in the Abatement & Demolition Contract includes, but is not limited to the following:

1. Removal, permits, variances and disposal of asbestos containing and contaminated materials as indicated on the drawings and within the specifications (including dumpster supply).

2. All asbestos containing materials shall be abated from the building. Any materials that cover or otherwise conceal asbestos containing materials shall be removed by the Asbestos Abatement Contractor as required to access and abate the asbestos containing materials. Abated asbestos containing materials, materials removed to provide access thereto, and waste generated during the performance of the abatement are to be disposed of by the Asbestos Abatement Contractor in accordance with applicable regulations.

3. The Abatement & Demolition Contractor will have access to electric, which will be turned on inside the building by the Owner prior to the start of work.

4. This Contractor is to provide all supplementary lighting required to perform the required finish work under this section.

5. Water will be made available to the Asbestos Abatement Contractor by the Owner prior to the start of the abatement Work.

6. The Abatement & Demolition Contractor shall notify the Construction
Manager and Environmental Consultant prior to the completion of abatement activities so that a final walkthrough by a representative for the Owner can be scheduled and completed prior to demobilization from the site by the Asbestos Abatement Contractor.

7. Upon completion of the Work, the Abatement & Demolition Contractor shall provide the Owner with a close-out package which includes at a minimum, daily logs, waste manifests, company certifications, worker certifications, and other items required by the Contract Documents.

8. Upon completion of the Work, the Abatement & Demolition Contractor shall furnish the Construction Manager with a notarized certification to the Owner stating to the effect “that all asbestos containing materials have been abated in accordance with applicable regulations”.

9. Project monitoring and air sampling shall be the responsibility of the Owner. Abatement activities and air monitoring shall be coordinated through the Construction Manager.

10. The Abatement & Demolition Contractor is responsible for all abatement shown on the contract drawings. This includes all items above existing ceilings, the ceilings themselves, any items hanging from ceilings, etc. This contract will be also be responsible to disconnect mechanical and electrical equipment to make safe for abatement and demo.

11. The Abatement & Demolition Contractor is responsible for all demolition shown on the contract drawings. Including but not limited to, building felt under flooring system, window caulking, roof parapet...etc.

12. Provide all cleaning, and disposal of lead-based paint material as outlined in the specifications.

f. Specific selective demolition by the Abatement & Demolition Contractor includes:

1. Provide all necessary work for Abatement and Demolition as called for in the contract documents, including all work for Structural, Architectural, Plumbing, Mechanical and Electrical Demolition.

2. All Architectural demolition complete, including but not limited to, concrete, masonry, drop ceilings, plaster ceilings, flooring, specialties, equipment types, furnishings, partitions, casework, casework tops, fixtures, pivot door cubbies and shelving storage casework in the classrooms...etc.

3. All Mechanical / HVAC demolition as described on all drawings is to be completed by this Contractor, including but not limited to: all equipment, ductwork, piping, in the building and crawl space...etc.

4. All Plumbing demolition as described on all drawings is to be completed by this Contractor, including but not limited to: all plumbing fixtures, piping
in the building, piping in the crawl space. Cut, cap and make safe.

5. All Electrical demolition as described on all drawings is to be completed by this Contractor, including but not limited to: electrical panels, lighting, wire mold...etc., Terminate to source and make safe

6. Contractor shall patch to match finishes of surfaces of all openings and holes in walls, floors, subfloors, roof deck and roofing system, and ceilings created by its demolition.

7. Contractor shall provide protection of all existing doors and frames from any damage.

8. Contractor shall provide protection of Marble floor in the main vestibule, use heavy duty floor protection material similar to Ram Board. Wall to wall protection, tape all joints.

9. Contractor shall provide protection of tile and slate stone steps in 2 vestibules (area A and area B), cover with ½” plywood including stair treads and risers.

10. Contractor shall provide protection of hardwood floor in the Auditorium / Gymnasium use heavy duty floor protection material similar to Ram Board. Wall to wall protection, tape all joints.

11. Contractor shall provide protection of Bench at window in the Kindergarten classroom. Remove top for access to fin tube removal. Protect wood Bench with Ram Board.

12. This Contractor shall keep roads clean of mud and debris. This includes but is not limited to scraping, sweeping, and washing. No materials are to be tracked off site. If materials are tracked off site, it shall be cleaned up immediately

13. This Contractor will be responsible for closing and securing all windows, doors, gates and openings at the end of each work day.

14. Contractor to maintain the following;
   i. Existing Access control
   ii. Existing CCTV
   iii. Existing intrusion detection; relocate various motion detectors
   iv. Existing hardwired FACP and notification devices; Simplex 4002.
15. Fire alarm systems, Access control, intrusion detection and CCTV Cameras systems shall remain active at all times during construction.

16. Fire alarm systems shall remain active at all times during construction. Furnish and install heat detectors in place of smoke heads. Salvage smoke heads and reinstall after construction activities are complete.

17. This Contractor shall provide temporary power, from existing MDP, at 4 locations in the corridors as directed by the Construction Manager. Leave the temporary power active and in place at the end of the contract to be used by others in the next phase of construction.

18. The owner shall provide electric from the owner’s existing services only.

19. This Contractor shall provide temporary lighting, from existing MDP, throughout the building, including the basement & Crawl space, as directed by the Construction Manager. Leave the temporary lighting active and in place at the end of the contract to be used by others in the next phase of construction.

20. The Contractor shall provide temporary water for construction use, at 4 locations in the corridor as directed by the Construction Manager. Refer to Plumbing basement demolition plan, leave existing meter and backflow preventer in place. Tie-in temporary water after the backflow preventer. Leave the temporary water active and in place at the end of the contract to be used by others in the next phase of construction.

21. The District has the right of first refusal for any equipment and/or materials being disposed of and the Contractor will have to move, at their own expense, any equipment and/or materials earmarked by the Owner or Architect to be salvaged to a location designated by the District. Should the District give up its right to the salvaged items, the Contractor will remove and dispose at no additional cost to owner. There is no time restriction as to when the owner can specify or claim its own property. Contractors are not guaranteed in whole or in part any salvaged items listed or otherwise. Therefore, for the purposes of this contract contractors are not to assume redemption for salvaged items within their bids.

22. Prior to the start of demolition RCSD IM&T group will remove the following equipment from the site;
   i. Interactive Whiteboards/mounts with projectors in all the classrooms.
   ii. WAP’s (wireless access points)
   iii. DMDF equipment; POE switches, servers (closet off the library)
   iv. Older Sound fields with speakers, amplifiers and sensors in classrooms
   v. Audio entry system components
   vi. VOIP Mitel 5330 Phones, office areas----Cortelco analog phones in the classrooms
23. The District may request that the Contractor salvage the Generator and deliver to the Owner. Disconnect and move it to a location to be agreed upon, the District will arrange to rig it out and take possession.

24. The District may request that the Contractor salvage two Sewer Ejectors that services the transportables. This contractor to flush and remove as salvage and deliver to the Owner.

25. The Contractor shall salvage all Tin Ceilings, full size pieces only in good condition, and store on site neatly and protected from damage, in the building, to be used in the next phase of the project.

26. Dust control must be maintained during all phases of the project both interior and exterior in areas of construction to minimize any exposure to dust and/or contaminants to other areas of school. This is in conjunction with poly sheeting, conventional dust protection, negative air machines, filters, hard walls etc.

27. Contractor is responsible for mowing all lawn areas within the designated mow area (see site logistics plan) once the grass reaches a maximum height of three inches (3”). The Contractor shall remove all litter on a regular basis or as directed by the Construction Manager and/or Owner until substantial completion.

28. Contractor shall perform the final cleaning of the project before the facilities are turned over to the next phase contractors.

1.05 WORK UNDER SEPARATE CONTRACTS

A. General: Contractor shall cooperate and coordinate with other contractors as may be necessary so all work may be carried out smoothly, without interfering with or delaying work under this or other contracts.

B. Concurrent Work: The Owner has awarded separate contracts for the following whose operations may be conducted simultaneously with work under this Contract.
   1. District Wide Technology (DWT) Program
   2. FF&E Move Manager

1.06 SPECIFICATION AND DRAWING CONVENTIONS

A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
   1. Imperative mood and streamlined language are generally used in the Specifications. 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.
2. Specification requirements are to be performed complete and in its entirety by Subcontractor unless specifically stated otherwise.

B. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
   1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
   2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
   3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

1.07 REQUIREMENTS UNDER THIS CONTRACT

A. Contractor is responsible for information provided in all of the Contract Documents. Information may be indicated on one drawing or across several drawings. Consequently, contractor is responsible for information on each and every drawing.

B. All applicable Federal, State, Local Government and School District laws, codes, standards, rules and regulations including, but not limited to zoning, planning, fire, health, tax, insurance, safety, OSHA, criminal, building code, plumbing code, mechanical code, electrical code, utility company, traffic, labor, transportation and environmental shall apply.

C. Contractor is responsible for the safety of their own Workers, Subcontractors and other personnel on site. Contractor is responsible for maintaining a safe work site, and for maintaining safe work procedures. Protect all Owner facilities, personnel, and activity areas in accordance with OSHA, DOL and the Project Safety Plan for Rochester Schools Modernization Program.

   1. Contractor should note that it is a requirement that ALL employees of a contractor who are working on a public project MUST have taken at least the OSHA ten (10) hour course, prior to being accepted onto the work site. A copy of each contractor's employee's OSHA ten (10) hour course card will be requested, and will be kept on file with the Construction Manager.

   2. A Project site-specific SDS (Safety Data Sheets) file shall be maintained on-site for employee review. Contractor must submit, and require each subcontractor to submit, a copy of the SDS's for all compounds and materials to be used on-site. All SDS sheets shall be on file prior to those compounds being allowed on-site.

   3. Contractor is required to implement and maintain a project specific safety program. See section 01 35 23 for additional requirements. Contractor shall
submit their safety program to the Construction Manager for review prior to the start of the Work of their Contract. The program shall include company safety philosophy, history, action plan, manuals; hazardous communications sheets (SDS), OSHA filings, safety meeting minutes and a reporting system for any accidents or injuries.

4. Hard hats, safety glasses, long pants and shirts with sleeves are required at ALL times.

5. No radios (unless for two way communication) are allowed in areas of construction.

D. The Construction Manager will receive copies of the Prime Contractors shall submit daily reports at the end of each work day or at the latest, the following morning. Reports shall list the following at a minimum; list of daily activities; and daily manpower by trade. Failure to do so will result in payment applications being withheld until Contractor is in compliance.

E. Contractor is responsible for the layout and survey of their Work, unless otherwise noted in the Contract Documents. Any and all surveys, layouts, etc. required to accomplish the work is the responsibility of the Prime Contractor.

F. Contractor is required to wash their vehicles that will track mud onto the public highways before leaving the site.

1. Contractor is required to sweep and clean as necessary to return to original condition as directed by the Construction Manager. Failure to comply with this direction shall result in a back charge to the Contractor.

G. Contractor shall provide full time, non-working, on-site Supervision from commencement of their work and their subcontractors work activities until such time all work activities have been completed or as determined by the Construction Manager to be complete. Furnishing items for job site does not constitute the commencement of work activities. If supervision is reduced or terminated without consent of the Construction Manager, the Construction Manager will appoint an individual to manage work under this Prime Contract with all associated cost borne by the Contractor. The Contractor shall assume all responsibilities for the individuals and work of this Contract.

H. Contractor’s Contract is active and will remain so, until the Architect authorizes a signed Certificate of Substantial Completion and the Owner has released the contractor’s final retainage.

I. The Contractor shall be responsible to furnish and install all temporary supports, bracing, etc., required for the support of Mechanical, Electrical, and Plumbing systems and equipment scheduled to remain that require such support. The Contractor shall also be responsible for patching to match of all openings in the existing roofs, walls and floors left in an open condition after demolition. Roof openings shall be left in a water tight condition. It is recommended the Contractor reference the Structural, Electrical, HVAC, and Plumbing Drawings for coordination.
J. Where temporary utilities are installed, the Contractor shall leave these temporary utilities in place at the completion of their work. These utilities will be used and removed by others.

K. Contractor shall maintain updated as-built drawings throughout the duration of construction. Updates will be reviewed by the Construction Manager monthly. Monthly updated as-builts will be included as a Schedule of Value (SOV) item. Contractor shall carry a value of 1% of the value of their contract in their schedule of values for as-builts.

1.08 SCHEDULE

A. Bidder shall review the Construction Schedule for milestone completion dates. Contractor shall include in their bid to provide sufficient manpower, including extended hours, premium/multiple shift hours, weekend and holiday hours to achieve project completion. Contractor shall provide sufficient resources including office and field management necessary to meet the Project Schedule, as it may be revised from time to time in accordance with the Contract terms.

1.09 CONTRACTOR’S USE OF PREMISES

A. General: The Contractor shall limit their use of the premises to the Work areas indicated in the Contract documents. Coordinate use of the premises under the direction of the Construction Manager.

B. 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.

C. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the other contractors Owner, Construction Manager, Architect, the Owner’s representatives 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.

D. Use of the existing building: Maintain the existing buildings in a serviceable and weather tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building during the construction period.

E. Owner Access: Allow for Owner, Construction Manager, and architect (including their consultants), access to the building and all associated work during construction. The Contractor is advised that The Rochester City School District (RCSD) may access portions of the building during construction to inspect the progress of the work and/or to salvage any item scheduled for removal and/or demolition. Contractor will accommodate and provide safe access at all times.
F. Owner Consultant(s) Access: Provide access to the site and all areas of work for the owner’s consultants including but not limited to: consultants retained for testing and inspection of the work.

G. Before the start of construction, Contractor will be instructed to the designated staging and parking area(s) as indicated on the Site Logistics plans.

1. The Site Logistics Plan indicates intended Location of, storage trailers, dumpsters, etc... However, final locations shall be approved by the Construction Manager prior to staging on the project site. Due to the limited space constraints on the project site, Each Prime Contractor will be allowed 1 office/storage combination trailer only. Construction vehicles and delivery vehicles shall not be parked on public roadways at any time.

H. Contractor shall exercise due diligence in the use of temporary facilities as may be connected to existing building systems. Contractor's failure to properly operate or use these services shall be just cause for the Construction Manager to bar these services from use by the Contractor abusing such service. Contractor will then be obligated to provide these services for his own use at no additional cost to the Owner.

I. Hazardous Building Materials: All Asbestos containing building materials shown and indicated shall be removed and properly disposed of under this contract.

1.10 OCCUPANCY REQUIREMENTS

A. The Contractor shall provide portable toilets for the duration of the project for their own use and the use of the Construction Manager.

1.11 CLEANUP DURING CONSTRUCTION

A. Contractor shall, at all times, furnish from his own organization a sufficient force to carry out the housekeeping and cleanup requirements on both exterior and interior areas affected by its contract operations, on a day to day basis throughout the life of the contract.

1. If, at any time during the progress of the work, the Construction Manager determines that the Contractor is failing to comply with the requirements of the subparagraph above, The Construction Manager may direct the contractor to take such measures as the Construction Manager deems necessary to constitute corrective action. Such measures may include the requirement to increase the work force assigned to the housekeeping and cleanup operations or to work overtime during evenings or weekends until proper job conditions have been restored

B. The Contractor shall provide & maintain dumpsters. The dumpster shall be replaced at regular intervals to avoid overfilling and spillage and the area around the dumpster(s) shall be kept clean at all times.
C. Contractor shall keep roads clean of mud and debris. This includes but is not limited to scraping, sweeping, and washing. No materials are to be tracked off site. If materials are tracked off site, it shall be cleaned up immediately.

D. Contractor shall clean their work area before the facilities are turned over to the owner.

E. Contractor is required to clean their work area at the end of each workday. Failure to comply with cleaning requirements will activate Owner remedies.

1.12 WORK RESTRICTIONS

A. Work Restrictions, General: Comply with restrictions on construction operations. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

B. On-Site Work hour: 7:00 AM to 6:00 PM daily, Monday thru Friday, or as otherwise specified. All work to be coordinated with, and approved by the Owner and Construction Manager.
   a. Start of work day where noise is generated and is disruptive to adjoining neighborhood start time will be subject to local noise ordinances at no cost for compliance shall be passed onto the Owner. It is the responsibility of the Contractor to make themselves aware of all such ordinances.
   b. Contractors are subject to start and finish times of equipment in accordance with local noise ordinances and Contractors are responsible for associated costs and maintain the schedule.

C. Dust control must be maintained during all phases of the project both interior and exterior.

D. Any large deliveries of material or equipment shall be coordinated with the Construction Manager 48 hours in advance.

E. Existing Utility Interruptions: Do not interrupt utilities serving facilities.

F. Alcohols, drugs, tobacco products, firearms, pornography, sexual harassment and hazing are strictly forbidden from the project. There is a zero tolerance for the use of any such products or behavior. Any violation of this provision will result in immediate and permanent expulsion from the project.

G. Cell phones are prohibited to be used on site at any time. Only those persons designated by the prime contractor as supervisory, including foremen and project managers are permitted use of cell phones on site and then only in connection with the work. Any worker found using a cell phone on site will be removed from the project. This is considered a worker safety issue and there is zero tolerance.

H. Anyone found loitering, pandering or engaging in lewd activities, fighting or other rowdy behavior, using profane language or gestures or otherwise disrupting the smooth and efficient flow of work and or activities on the site, will be removed from the job site and prohibited from future work on this project.
I. Proper and appropriate attire for each respective job shall be worn at all times.

J. The use of radios or listening to music is not allowed on the Project site.

END OF SECTION 01 10 00
## Rochester School Modernization Program

*Childrens School of Rochester- Phase 2b*

**Contract for: Demolition**

**May 3, 2017 - 4:00 pm**

**Pre-Bid Sign-in Sheet**

<table>
<thead>
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<th>Firm</th>
<th>Email</th>
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**THE PIKE COMPANY**
May 9, 2017

Mr. Wayne Hermanson  
Program Manager  
Savin/Gilbane  
1776 North Clinton Ave.  
Rochester, NY 14621

Re: Rochester Schools Modernization Program  
Children’s School of Rochester – Phase 2b, Demolition  
Pre-bid Conference Meeting Minutes

Dear Mr. Hermanson,

The following report reflects the Pre-Bid Conference Meeting Minutes for May 03, 2017 at Martin Anderson School #1 (Future Children’s School of Rochester). The meeting was held in the School Cafeteria.

Subject: Pre-bid Conference  
Date: May 03, 2017  
Time: 4:00 PM  
Attendance: See attached sign-in sheet

Project Team members introduced themselves;  
1. Wayne Hermanson, Program Manager, SAVIN/Gilbane  
2. Jennifer Takatch, Architectura PC, Representing Moody Nolan  
3. Shibel Jabaji, CM Project Manager, The Pike Company

Shibel Jabaji presented the bidding requirements review, The Prime bids are;  
1. Demolition Contract #1

As outlined in SECTION 00 11 13 - ADVERTISEMENT FOR BIDS, Sealed bids will be received until 2:00 PM on May 15, 2017, at the Rochester City School District building at 1776 North Clinton Ave., Rochester, NY 14621.

Bid Documents may be obtained at the office of Dataflow Rochester Office, 320 North Goodman, Suite 200 (Village Gate), Rochester, NY 14607  
www.goDataflow.com/RSMR
Contractors are to read SECTION 00 21 13 - INSTRUCTIONS TO BIDDERS, all pre-bid requests for information shall be submitted in writing by email to school1@rjscb.org. No interpretations will be made to any bidder orally.

Shibel Jabaji advised all bidders to read and understand section 00 43 31, MWBE/DBE/SBE UTILIZATION AND WORKFORCE DIVERSITY. Bidders need to have a clear understanding of the diversity goals and to confirm that the subcontractor MWBE/DBE/SBE certification is current.

Questions:

- There were several questions, contractors were advised that they should send their pre-bid RFI’s in writing to school1@rjscb.org
- Clarifications during the Conference;
  - This is a single Prime Demolition Bid.
  - All contractors were made aware that this is a Public Works project as a prevailing wage project in the bid documents with an applicable NYDOL PRC #. The Prime Contractor is responsible to select their Subs and divide work responsibility accordingly.
  - Contractors are to read and understand the cutting & patching requirements.
  - The Generator is to be turned over to the Owner, see 01 10 00 , Summary of Work
  - There is not a requirement for a CM office in this Bid Phase. The section in the specifications will be deleted by Addendum.
  - Temporary power for the CM trailer is not required in this Bid Package.
  - Unit Prices section and a revised bid form listing the Unit prices will be issued by Addendum.
  - The Building will be unoccupied by Students and Teachers. Will be addressed by Addendum.

Shibel Jabaji presented section 00 43 83, MILESTONE SCHEDULE AND CRITICAL SUBMITTALS

- Bids Received on May 15, 2017
- RJSCB Approval to Award Contract June 5, 2017
- RJSCB to Issue Notice to Proceed June 6, 2017
- Post 10 Day Notifications / File with DOL June 20, 2017
- Shop drawings & Submittals June 6- June 30, 2017
- RCSD / Vargas - Empty Building June 26 – July 3, 2017
- Start Abatement & Demolition July 5, 2017
- Abatement & Demolition Complete August 31, 2017
- Backgrounds/clean air September 01 - 04 ,2017
- Tear down/Demobilize September 04 – 08, 2017
- Patching complete no later than September 22, 2017
- Demolition Contract Complete September 30, 2017
The Site Walkthrough was led by Jennifer Takatch with a project description of the demolition work in general. The group started in the cafeteria, visited classrooms, library, kindergarten area, main office, corridors, basement and mechanical rooms. The Bid Drawings were made available for review during the walkthrough.

Sincerely,

Shibel Jabaji
Project Manager