

REIS TENNIS CENTER - SQUASH TEAMS LOCKER ROOM RENOVATION

Project Manual & Specifications

June 8, 2026

Owner

**Cornell University
Ithaca, New York 14853**

Architect

**Cornell University Facilities Engineering
201 Humphreys Service Building
Ithaca, New York 14853**

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INSTRUCTIONS TO BIDDERS

Project: Reis Tennis Center - Squash Teams Locker Room Renovation

Owner: Cornell University
Ithaca, New York 14853

Architect: Cornell University Facilities Engineering
201 Humphreys Service Bldg.
Ithaca, New York 14853

1. BID DOCUMENTS

The Bid Documents provided electronically by the Owner will consist of the following:

- (1) Instructions to Bidders.
- (2) Bid Proposal Certification Form.
- (3) General Conditions of the Contract and Division 1 - "General Requirements", and Supplemental Conditions.
- (4) Drawings and Specifications.
- (5) Addenda and/or bulletins issued prior to date of opening of Proposals.

Bid Documents are available electronically in the Owner's electronic project management Bid Portal under the Bid Package Invitation – Invitation Documents Tab.

Dataflow, Inc. maintains the current set of Documents and all addenda and is the contracted supplier for printed plans and specifications for this project. Contact Dataflow at CUProjects@goDataflow.com.

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2. EXAMINATION OF SITE AND CONTRACT DOCUMENTS

- a. Each Bidder shall acquaint themselves with location conditions as they exist, as well as the character of the necessary work to be carried out under the proposed Contract. A Pre-Bid Zoom meeting will be scheduled and include: a review of project related information, an opportunity to ask and receive responses to Bidder questions, and make such inquiries as are necessary to fully understand the subject facilities, physical conditions and/or restrictions attendant to the work under the Contract.
- b. Boring information, water levels, indications of sub-surface conditions and similar information given on the Drawings or in the Specifications are furnished only for the convenience of the Bidders. The Owner, Architect and Consulting Engineer make no representation regarding the character and extent of the soil data or other sub-surface conditions to be encountered during the work and no guarantee as to the accuracy or validity of interpretation of such data or conditions is made or intended.
- c. Each Bidder shall also thoroughly examine and become familiar with the Drawings, Specifications and associated Bid Documents.
- d. By submitting a Bid, the Bidder covenants and affirms that the Bidder has carefully examined all of the Bid Documents including Drawings, Specifications, and the Addenda and Bulletins, if any, as well as posed any questions associated with the Site, and that Bidder is satisfied as to the nature and location of the work, the general and local conditions, and all matters which may in any way affect the work or its performance.

3. DISCREPANCIES

- a. Should a Bidder find discrepancies in or omissions from the Drawings, Specifications and associated Bid Documents, or be in doubt as to their meaning, Bidder shall at once enter the item in the Q&A Board of the Owner's electronic management Bid Portal and an Addenda with written instructions will be sent to all bidders. Neither the Owner nor the Architect will be responsible for oral instructions. Every request for such interpretation should be in writing and entered into the electronic project management Bid Portal Q&A Board. Inquiries received in advance of the deadline established at the Pre-Bid conference will be given consideration.

4. PRE-BID CONFERENCE

- a. A pre-bid conference has been scheduled for 11:00AM, July 16, 2026, in Room 102C of Humphreys Service Building or via Zoom at:

<https://cornell.zoom.us/j/93358085078?pwd=NfOEW49QvVjZliizrjlVI9uH52gaWe.1&from=addon>

A Pre-bid walkthrough will follow and will meet at Reis Tennis Center, 230 Pine Tree Road in Ithaca, New York.

The Pre-Bid Conference is designed to assist Bidders in understanding the Contract Documents, the opportunity to pose clarifying questions or make inquiries regarding Contract Documents. Results will be published in an Addendum.

- b. NOTE: All Contractors/Subcontractors attending the walkthrough are REQUIRED to sign a Release if using Cornell equipment. You are also required to have appropriate PPE including, but not limited to, all current OSHA regulations and at a minimum the use of eye protection foot protection, hand protection, head protection, hearing protection and fall protection. Additionally, the Borrower shall provide their own five-point safety harness where required.

5. ASSUMPTION OF RISK

Contractors/Subcontractors are expected to bring to jobsite all applicable personal safety devices required or needed to view the Scope of Work. Use of Cornell equipment or tools, with or without permission, involves inherent risk of injury to User(s). Any use of Cornell equipment is conditioned upon the assumption of all risks attendant to the use of any tools or equipment – including personal injury, death or permanent disability – arising from the Use of Cornell equipment or tools. These risks also include but are not limited to: accidents, collisions, falling, as well as unforeseen risks resulting in injuries to User and/or bystanders. Participation in a walkthrough or similar activity constitutes acceptance of risk assumption.

6. BID SUBMISSION

Bid Submissions must include the following:

- a. Base Bid entered into the electronic project management Portal broken down per the Bid Scope Tab Schedule of Values (Step 1: Bid Form of the Response Form tab).
- b. Additional Required Information:
1. Bid Proposal Certification Form
 2. Bid Bond
 3. Bond Surety Company
 4. Bonding Rate for Change Orders
 5. Proposed Project Team and Resumes
 6. Proposed Project Schedule
 7. Substitutions

- c. Bid Proposal Certification Form: The Bid Proposal Certification Form shall be signed by the Principal(s) or Officer(s) legally authorized to bind the Bidder, and to execute such documents on behalf of their respective firms or organizations, and the Certificates included in the Bid Proposal Certification Form shall be completed accordingly. Bidder's legal name should be fully and accurately stated. Completed form shall be without interlineation, alterations, or erasures unless initialed and dated by the signer; Owner expressly reserves the right to accept or reject any or all bids, and to waive irregularities or informalities in its sole and reasonable discretion.
- d. Bid Bond: Each Bidder will be required to furnish a Bid Bond electronically via the electronic project management Bid Portal in the amount of 10% of the Bid Amount. Such Bid Bond shall guarantee that the Bidder will execute the Contract if it is awarded to him in conformity with his Proposal. Such Proposal Guarantee Bond shall include a statement that the Insurer shall, at the option of the Bidder, be willing to provide to the Bidder the Contract Bonds as described in 13 below.

7. SALES AND USE TAX EXEMPTION

- a. The Owner, Cornell University, a non-profit educational institution, is exempt from payment of certain Sales and Use Taxes.

8. FEDERAL EXCISE TAX

- a. The Owner, Cornell University, a non-profit educational institution, is exempt from payment of certain Federal Excise Taxes.

9. TAX EXEMPT STATUS

- a. Bidders shall inform all prospective subcontractors and suppliers from whom they expect to obtain proposals or quotations of the tax-exempt status of the Owner as set forth above and request that they reflect anticipated tax credits in their proposals or quotations.

10. EXEMPTION CERTIFICATES

- a. At the Contractor's request, following the award of a Contract, Contractor exempt purchase certificates will be furnished by the Owner to the Contractor with respect to such tax-exempt articles or transactions as may be applicable under the Contract.

11. TRADE SUBCONTRACTORS, MATERIAL SUPPLIERS

- a. Each portion of the work shall be performed by an organization equipped and experienced to do work in that particular field, and no portion of the work shall be reserved by the Bidder to himself unless he is so equipped and experienced. Subcontracts shall be awarded only to parties satisfactory to the Owner and the Architect. Each subcontractor and materials supplier shall be approved individually.
- b. In the spaces provided in the electronic project management Bid Portal Bid Scope form, the Bidder shall list all portions of the work he proposes to perform directly with his own forces.

- c. A list of names from which the Bidder proposes to select subcontractors, materials suppliers, and/or manufacturers for the principal trades or subdivisions of the work is required as part of the Proposal.
- d. In the Bid Scope Tab in the electronic project management Bid Portal, a list of the principal trades or subdivisions of the work for which such a listing is required, together with the provisions which govern the listing, selection and approval of principal subcontractors.

12. UNIT PRICES

The Bidder agrees, if awarded the Contract, to perform work "In addition to" or "deducted from" the scope of the Contract Documents as directed by the Owner and/or Architect, computed in accordance with the unit prices, which prices include all overhead, profit and other expense items in connection therewith, subject to the terms of the Contract Documents.

- a. Certain Unit Prices may be requested. If requested, a form will be attached to these instructions and will need to be completed and uploaded to the electronic project management Bidding Portal Response Form – Step 3 – Additional Required Information Custom Fields. All Bidders are required to bid on all Unit Prices without exception.
- b. All unit prices include the installation or omission, complete for each item, together with all work in connection therewith and shall include all shoring, bracing, dewatering and other incidental work.
- c. Unit prices shall be the total compensation for the item and includes all overhead, profit and any other charges of the Contractor and/or subcontractor in connection therewith.
- d. Adjustments will be computed on net variation of total quantities of like items.
- e. The Owner reserves the right to accept or reject any or all of the unit prices listed below prior to the execution of the Contract.

13. SUBSTITUTIONS

- a. Proposals shall conform to the requirements of the Bid Documents.
- b. The Bidder may offer substitutions for any item of material or equipment, element of work, or method of construction set forth in the Bid Documents, with the exception of Form of Contract, General Conditions and General Requirements - Division 1, are to be entered into the electronic project management Bid Portal Response Form – Step 3 – Additional Required Information Custom Fields by listing each proposed substitution, together with the amount to be deducted from the Base Bid if the substitution is accepted on the form supplied with these instructions. However, the Bidder is cautioned to make his base proposal on the materials and items specified by name or other particular reference.

14. ALTERNATE PROPOSALS

- a. Certain Alternate Proposals may be requested by the Owner and are included in the General Requirements. They will be listed in the Bid Scope Tab in the electronic project management Bid Portal. All Bidders are required to bid on all Alternates without exception.

- b. Alternate Proposals shall include all overhead, profit and other expenses in connection therewith.

15. METHOD OF SUBMISSION

- a. Base Bid shall be prepared and electronically submitted via the electronic project management Bid Portal. All required fields and attachments in the electronic project management Bid Portal must be completed.
- b. Bid Proposal Certification Form shall be prepared electronically submitted as an attachment via the electronic project management Bid Portal Response Form – Step 3 – Additional Required Information Custom Fields.
- c. Completed and responsive Bid Proposals shall be submitted through the electronic project management Bid Portal no later than **2:00PM on August 4, 2026**.
- d. Bid Proposals shall not contain any recapitulation of the work to be done. No oral, written, electronic or telephonic proposals, or modifications will be considered.

16. BID OPENING

- a. Completed and responsive Bid Proposals will be opened electronically via the electronic project management Bid Portal. Responsive Bid results will be posted to the Facilities Contracts website at: <https://fcs.cornell.edu/awarded-projects..> The Owner reserves the right to postpone the date and time of opening of proposals at any time prior to the date and time announced in this Instruction to Bidders or amendments thereto.

17. AWARD OF CONTRACT

- a. It is the intent of the Owner to enter into a Contract with one General Contractor for the entire project. All labor and services and materials and supplies, etc. are to be provided in accordance with the Contract.
- b. Award of the Contract shall be made to the bidder submitting the lowest responsive and responsible base bid who, in the opinion of the Owner, is qualified to perform the work. The competence and responsibility of the Bidders' proposed principal subcontractors will be considered in making the Award.
- c. The Owner reserves the right to reject any or all Proposals, and to waive any informalities in Bidding. Contract award shall be subject to approval of Cornell University's Contractors Qualification Statement.
- d. Bidder expressly warrants and commits that its Proposal shall remain unchanged and in full force and effect at the Owner's option for a period of not less than ninety (90) calendar days following the bid opening date.
- e. Bidders may submit, recall, modify, resubmit or withdraw their Bids through the electronic project management Bid Portal up until the Bid Due Date and Time.
- f. The Owner reserves the right to accept any of the Alternate Proposals listed within thirty (30) calendar days following the award of a construction contract or such other time as may be agreed to by the Owner and Contractor.

18. SCHEDULE OF VALUES

- a. The successful Bidder shall submit a complete "Schedule of Values" showing the amounts allocated to the various trades, suppliers, subcontractors, installers and General Contractor's work, aggregating the total sum of the Contract. If requested by the Owner or Architect, the complete "Schedule of Values" shall be submitted prior to award of Contract.

19. PERFORMANCE AND LABOR AND MATERIALS PAYMENT BONDS

Prior to commencement of on-site construction activities, the successful Bidder shall furnish the Owner with "Performance" and "Labor and Material Payment Bonds", each in the amount of 100% of the Contract Price. Each of these Bonds are to be in a form with such sureties as the Owner may approve. The cost of such bonds shall be included in the Bidders Proposal.

20. START OF WORK

- a. Work at the site shall be started within seven (7) calendar days from the date of issuance of written authorization to proceed and shall achieve substantial completion of the project no later than November 20, 2026.
 - 1. NOTE: Prior to commencement of any on-site construction activities, the successful Bidder shall:
 - i. Furnish the Owner with fully executed and satisfactory Payment and Performance bonds. No on-site construction activities may commence until executed and satisfactory bonds are in place for the subject project.
- b. The construction schedule and completion are critical. The Contractor shall provide adequate labor and equipment in the Bid to ensure that no slippage of the schedule will occur.

21. ADDENDA AND BULLETINS

- a. Bidders must acknowledge in Step 3 of the Bid Response in the electronic project management Bid Portal each Addendum and/or Bulletin issued during the bidding period.

22. REQUIRED POST-AWARD SUBMISSIONS BY THE APPARENT LOW BIDDER

- a. Within fourteen days after bid opening:
 - (1) Six-Month Workforce Projection
- b. Upon Execution of Contract:
 - (1) Insurance Certificate
 - (2) Performance Bond
 - (3) Labor and Material Payment Bond
 - (4) Schedule of Work (bar chart)
 - (5) Federal Tax Identification Number

END OF SECTION

**REIS TENNIS CENTER - SQUASH TEAMS
LOCKER ROOMS RENOVATION**

Cornell University, Ithaca, New York

BID PROPOSAL CERTIFICATION FORM

Vendor Name:	
Type of Firm, State of Incorporation if Applicable	
Street Address, City, State, Zip	

Having carefully examined the Instructions to Bidders, the "Conditions of the Contract" (General, Division 1 - "General Requirements"), Supplemental Conditions, the Drawings, Specifications and associated Bid Documents dated June 8, 2026, as prepared by Cornell University Facilities Engineering, 201 Humphreys Service Building, Ithaca, New York 14853, as well as the premises and conditions affecting the work, proposes to furnish all material, equipment, labor, plant, machinery, tools, supplies, services, applicable taxes and specified insurance necessary to perform the entire work, as set forth in, and in accordance with the said documents.

1. Receipt of the Addenda to the Terms and Conditions, Drawings or Specifications has been acknowledged in the Owner's electronic project management Bid Portal.

2. Milestone Dates

a. The undersigned agrees, if awarded the Contract, to commence work at the site within seven (7) calendar days after date of issuance of written notice to proceed and to achieve substantial completion of the project no later than November 20, 2026.

b. The Contractor shall provide adequate labor and equipment in the Bid to ensure that no slippage of the schedule will occur. Contractor shall attach a Project Duration Schedule to this form that meets the duration established.

c. Following are additional Milestone Dates:

--

d. The undersigned agrees, if awarded the Contract, to furnish a "Construction Progress Schedule" consistent with the agreed upon Construction Duration showing the starting and completion dates for all principal trades and subdivisions of the Work, together with such additional information related thereto as may reasonably be required. Such schedule shall be in conformance with General Requirements, Section 01 32 16, 1.3, A.

3. Proposed Principal Subcontractors

- a. The undersigned agrees, if awarded the Contract, to employ subcontractors from the list submitted in the electronic project management Bid Portal Response Form – Step 3 – Additional Required Information Custom Fields subject to the following provisions:
 - i. The Owner and Architect reserve the right to review the list of "Proposed Principal Subcontractors" prior to the award of the Contract, and to delete from it the name or names of any to whom they may have a reasonable objection. The Contractor may make the final selection of principal subcontractors at his option from the resulting list after the award of the Contract.

4. Contractor Team:

- a. The Owner reserves the right to reject the names of any Project Manager or Superintendent provide in the electronic project management Bid Portal submission to whom they have a reasonable objection.

5. Bonds

- a. Bid Bond. A Bid Bond in the amount of a minimum of 10% of Bid Amount is attached to the electronic project management Bid Portal Response Form – Step 3 – Additional Required Information Custom Fields.
- b. Performance and Payment Bonds. Prior to commencement of any on-site construction activities, the undersigned expressly agrees if awarded the Contract, to deliver to Owner executed "Performance" and "Labor and Material Payment Bonds" in such forms as are acceptable to the Owner and in an amount equal to 100% of the Contract Sum.
- c. Such bonds will be furnished by the Surety entered into the electronic project management Bid Portal Response Form – Step 3 – Additional Required Information Custom Fields
- d. Bonding Rate for Change Orders has been entered into the electronic project management Bid Portal Response Form – Step 3 – Additional Required Information Custom Fields

6. Bid Scope - Schedule of Values

- a. The undersigned agrees, prior to the award of a construction contract and upon the request of the Architect or Owner, to submit a complete, itemized and detailed "Schedule of Values" including Alternates elected, if any, showing the amount allocated to the various trades and subdivisions of the work, aggregating to the total Contract Sum submitted in the electronic project management Bid Portal.

7. Substitutions

- a. The Base Bid is predicated on compliance with the Drawings and Specifications without substitutions.
- b. The Bidder may offer substitutions for any item noted in the Specifications, with the exception of Form of Contract, General Conditions and General Requirements - Division 1.

- c. Any Substitutions are to be entered into the electronic project management Bid Portal Response Form – Step 3 – Additional Required Information Custom Fields by listing each proposed substitution, together with the amount to be deducted from the Base Bid if the substitution is accepted.
- d. The Owner reserves the right to accept or reject any proposed substitution.
- e. The sum stated includes any modifications of work or additional work that may be required by reason of acceptance of substitution. Substitute materials must be approved and accepted by the Owner in writing before same may be used in lieu of those named in the Specifications.

8. Unit Price Schedule

- a. The undersigned agrees, if awarded the Contract, to perform work "In addition to" or "deducted from" the scope of the Contract Documents as directed by the Owner and/or Architect, computed in accordance with the unit prices form uploaded in the electronic project management Bid Portal Response Form – Step 3 – Additional Required Information Custom Fields, which prices include all overhead, profit and other expense items in connection therewith, subject to the terms of the Contract Documents.
- b. All unit prices include the installation or omission, complete for each item, together with all work in connection therewith and shall include all shoring, bracing, dewatering and other incidental work.
- c. Adjustments will be computed on net variation of total quantities of like items.
- d. The Owner reserves the right to accept or reject any or all of the unit prices entered into the electronic project management Bid Portal Response Form – Step 3 – Additional Required Information Custom Fields prior to the execution of the Contract.

9. Acceptance

- a. The undersigned agrees that the amount submitted for the Base Bid and any Alternates and Unit Pricing along with the required attachments in the Response Form – Step 3 – Additional Required Information Custom Fields submitted in the electronic project management Bid Portal have been reviewed and are accurate.
- b. It is understood and agreed that the Owner expressly reserves the right to accept or reject any or all bids, and to waive irregularities or informalities in its sole and reasonable discretion.
- c. Upon acceptance of Bidder's Proposal, Bidder expressly agrees and affirms to hold its unchanged Bid Proposal for ninety (90) calendar days. The undersigned will execute an Agreement between Contractor and Owner, amended and/or supplemented, if required, in accordance with the Proposal as accepted. Nothing contained herein shall preclude Bidder and Owner from mutually agreeing upon a Contract based upon the unchanged Bid Proposal if the time elapsed from Award is in excess of ninety (90) calendar days.

- d. The undersigned acknowledges the following Addendum(s) (if applicable):

Addendum No. __ dated _____.

- e. It is understood and agreed that award of the Contract shall be made to the bidder submitting the lowest responsive and responsible bid who, in the opinion of the Owner, is qualified to perform the work.
- f. The undersigned agrees to furnish Owner satisfactory and executed Performance and Payment Bonds prior to the commencement of any Work on-site.
- g. The undersigned acknowledges as Contractor to be and remain exclusively in control of the Project site and Work, as well as the Project's Health & Safety Plan, measures, and/or protocols, for the duration of construction activities.
- h. Alternates:
1. The undersigned, if awarded the Contract, proposes to perform work in addition to or in place of the scope of the work shown and specified herein associated with the Base Bid in accordance with the Alternate Proposals, which amounts are to be added or deducted to the amount of the Base Bid as indicated for the Alternates specified in Division 1 of the Specifications.
 2. It is understood that the Owner reserves the right to accept or reject any of the Alternate Proposals provided in the electronic project management Bid Portal within fourteen (14) calendar days following the award of a construction contract or such other time as may be agreed to by the Owner and Contractor.

The following documentation is required to be submitted electronically in the electronic project management Bidding Portal Response Form – Step 3 – Additional Required Information Custom Fields

- ☐ This Form with Proposed Milestone Schedule – signed and executed
- ☐ Bid Bond
- ☐ Proposed Project Team Resumes

(Bidder)

By: _____

Title: _____

Business Address: _____

Dated: _____

CERTIFICATE OF NON-COLLUSION

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

a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.

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

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

(Bidder)

By: _____

Title: _____

Dated: _____

CERTIFICATE AS TO CORPORATE BIDDER

I, _____, certify that I am the
_____ of the Corporation named as Bidder within this Bid Form for General
Contractors; that _____, who signed said Bid Form on behalf of the
bidder was then _____ of said Corporation; that I know his signature; that
his signature thereto is genuine and that said Bid Form and attachments thereto were duly signed and
executed for and on behalf of said Corporation by authority of its governing body.

(Secretary-Clerk)

Dated: _____

GENERAL CONDITIONS

FOR

**REIS TENNIS CENTER - SQUASH TEAMS
LOCKER ROOM RENOVATION**

**CORNELL UNIVERSITY
ITHACA, NEW YORK**

GENERAL CONDITIONS

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EXHIBITS

A		Change Order Documentation Instructions
		Construction Contract Change Order Request
		Construction Contract Change Order Summary
B		Final Release
C		Guarantee
D	Form I	MWBE Utilization Plan
	Form II	Summary of Bid Activity with MBE and WBE Subcontractors and Vendors
	Form III	Workforce Report
E		Labor Rate Breakdown
F		Stored Materials Invoicing Documentation
G		Contractor Performance Evaluation

ARTICLE 1 -- INTERPRETATION OF CONTRACT DOCUMENTS

Section 1.01 - Owner

A. The Owner is Cornell University as identified in the Agreement and referred to throughout the Contract Documents as the "Owner" or "Cornell University".

B. Ownership of Documents: All drawings, specifications, computations, sketches, test data, survey results, photographs, renderings and other material relating to the Work, whether furnished to or prepared by the Contractor, are the property of Cornell University. The Contractor shall use such materials or information therefrom only in connection with the Work of this Contract. When requested, the Contractor shall deliver such materials to Cornell University.

C. The Owner shall give all orders and directions contemplated under the Contract relative to the execution of the Work. The Owner shall determine the amount, quality, acceptability, and fitness of the Work and shall decide all questions which may arise in relation to said Work. The Owner's estimates and decisions shall be final except as otherwise expressly provided.

D. Any differences or conflicts concerning performance which may arise between the Contractor and other Contractors performing Work for the Owner shall be adjusted and determined by the Owner.

E. The table of contents, titles, captions, headings, running headlines, and marginal notes contained herein and in said documents is intended to facilitate reference to various provisions of the Contract Documents and in no way affect the interpretation of the provisions to which they refer.

Section 1.02 - Meaning and Intent of Specifications, Plans and Drawings

The meaning and intent of all specifications, plans and drawings shall be determined in a manner approved by the Owner.

Section 1.03 - Order of Precedence

A. Should a conflict occur in or between or among any parts of the Contract Documents that are entitled to equal preference, the more expensive way of doing the Work, the sounder technique or workmanship, or better quality or greater quantity of material shall govern, unless the Owner directs otherwise so directs in writing.

B. Drawings and specifications are reciprocal. Anything shown on the plans and not mentioned in the specifications, or mentioned in the specifications and not shown on the plans, shall have the same effect as if shown or mentioned in both.

C. Requirements of reference standards form a part of these specifications to the extent indicated by the reference thereto. When provisions of reference standards conflict with provisions in these specifications, the specifications shall govern.

ARTICLE 2 -- CONTRACTOR

Section 2.01 - Contractor's Obligations

A. The Contractor shall, in good workmanlike manner, perform all the Work required by the Contract within the time specified in the Contract. The Contractor shall comply with all terms of the Contract, and shall do, carry on, and complete the entire Work to the satisfaction of the Owner.

1. All labor for this project which is normally under the jurisdiction of one of the local unions as covered in the contract between the Tompkins-Cortland Building Trades Council, Maintenance Division and Cornell University shall be performed by Union labor.

B. The Contractor shall furnish, erect, maintain, and remove such construction plant and such temporary Work as may be required.

C. The Contractor shall provide and pay for all labor, material, tools, equipment, machinery, as well as utility connections, transportation, and all other facilities and services necessary for the proper execution and completion of the Work, except as otherwise specified elsewhere in the Contract Documents.

D. Whenever a provision of the Specifications conflicts with agreements or regulations in force among members of trade associations, unions, or councils which regulate or distinguish what work shall or shall not be included in the work of a particular trade, the Contractor shall make all necessary arrangements to reconcile such conflict without delay, damage, or cost to the Owner and without recourse to the Architect or the Owner. In case progress of the Work is affected by undue delay in furnishing or installing items of material or equipment required under the Contract because of a conflict involving such agreement or regulations, the Owner or the Architect may require that other material or equipment of equal kind and quality be provided at no additional cost to the Owner.

Section 2.02 - Contractor's Title to Materials

A. The Contractor warrants that the Contractor has full, good and clear title to all materials and supplies used by the Contractor in the Work, free from all liens, claims or encumbrances.

B. All materials, equipment and articles which become the property of the Owner shall be new unless specifically stated otherwise.

Section 2.03 - "Or Equal" Clause

A. Whenever a material, article or piece of equipment or method is identified on the plans or in the specifications by reference to manufacturers' or vendors' names, trade name, catalogue number, or make, no others or alternatives may be substituted. Any and all other "Or Equal" considerations will be handled under this Section in accordance with General Requirements, Section 01 25 00.

B. Where the Architect approves a product proposed by the Contractor and said proposed product requires a revision or redesign of any part of the Work covered by this Contract, or the Work covered by other contracts, all said revision(s) or redesign(s), and all new drawings and details required thereto shall be provided by the Contractor and shall be approved by the Architect. All time spent by the Architect or its agents to evaluate the proposed substitution and or necessary engineering cost to accommodate the requested change shall be reimbursed to the Owner by the Contractor via the Change Order procedure.

Section 2.04 - Quality, Quantity and Labeling

A. The Contractor shall furnish materials and equipment of the quality and quantity specified in the Contract. Unless otherwise provided, all materials and articles incorporated into the Work shall be new and of the most suitable grade of their respective kinds for the purpose. When required by the Contract Documents or when directed by the Owner, the Contractor shall supply the Owner's Representative, for their acceptance, full information concerning any material which the Contractor contemplates incorporating into the Work. Materials and articles installed or used without such acceptance shall be at the risk of subsequent rejection.

B. When materials are specified to conform to any standard, the Owner may require that the materials delivered to the Site shall bear manufacturer's labels stating that the materials meet said standards.

C. The above requirements shall not restrict or affect the Owner's right to test materials as provided in the Contract.

D. Whenever several alternative materials or items are specified by name or other particular reference for one use, the Owner's Representative may require the Contractor to submit in writing a list of the particular materials or items the Contractor intends to use before the Contract is executed.

Section 2.05 - Superintendence by Contractor

A. The Contractor shall employ a full-time effective, responsive and competent construction superintendent and necessary staff; the construction superintendent shall devote full time to the Work and shall have full authority to act for the Contractor at all times. The Contractor shall provide the Owner with the names and authority of such personnel in writing.

B. If at any time the superintendent is not satisfactory to the Owner, the Contractor shall, if requested by the Owner, replace said superintendent with another superintendent satisfactory to the Owner. There shall be no change in superintendent without the Owner's approval.

C. The Contractor shall remove from the Work any employee of the Contractor or of any Subcontractor when so directed by the Owner.

Section 2.06 - Subsurface or Site Conditions

A. The Contractor acknowledges that it has assumed the risk and that the Contract consideration includes such provision as the Contractor deems appropriate and adequate to account for all subsurface conditions as the Contractor could reasonably anticipate encountering from the provisions of the Contract Documents, borings, rock cores, topographical maps and such other information as the Owner made available to the Contractor or from their own inspection and examination of the site prior to the Owner's receipt of Contractor bids.

B. In the event that the Contractor encounters subsurface physical conditions at the site differing substantially from those shown on or described or indicated in the Contract Documents and which could not have been reasonably anticipated from the aforesaid information made available by the Owner or from the Contractor's inspection and examination of the site, the Contractor shall give immediate notice to the Owner of such conditions before they are disturbed. Such notice shall include probable cost and/or any impact to the Project Schedule. The Owner will thereupon promptly investigate the conditions and if Owner finds that they do substantially differ from that which should have been reasonably anticipated by the Contractor, the Owner shall make such changes in the drawings and specifications as may be necessary and a change order shall be issued.

Section 2.07 - Representations of Contractor

The Contractor represents and warrants:

A. That the Contractor is financially solvent, sufficiently stable to secure the required payment and performance bonds, and is sufficiently experienced in and competent to perform the subject Work or retain qualified subcontractors to perform elements of the Work pursuant to the Project's plans and specifications;

B. That the Contractor is familiar with all Federal, State, or other laws, ordinances, orders, building codes, rules and regulations, which may in any way affect the Work;

C. That any temporary and permanent Work required by the Contract can be safely and satisfactorily constructed.

D. That the Contractor has carefully examined the Contract and the Site of the Work and that, from the Contractor's own investigations is satisfied as to the nature and location of the Work, the character, quality and quantity of surface and subsurface materials likely to be encountered, the character of equipment and other facilities needed for the performance of the Work, accounted for weather days, the general and local conditions, and all other materials or items which may affect the Work. The Contractor has correlated those observations with the requirements of the Contract Documents and has made all other investigations essential to a full understanding of the Work and the difficulties which may be encountered in performing the Work.

Section 2.08 - Verifying Dimensions and Site Conditions

A. The Contractor shall take all measurements at the Site and shall verify all dimensions and site conditions at the Site before proceeding with the Work. If said dimensions or conditions are found to be in conflict with the Contract, the Contractor immediately shall refer said conflict to the Owner.

B. During the progress of Work, the Contractor shall verify all field measurements prior to fabrication of building components and equipment, and proceed with the fabrication to meet field conditions.

C. The Contractor shall consult all Contract Documents to determine exact location of all Work and verify spatial relationships of all Work. Any question concerning said location or spatial relationships shall be submitted in a manner approved by the Owner.

D. Specific locations for equipment, pipelines, ductwork and other such items of Work, where not dimensioned on plans, shall be determined in consultation with the Owner and other affected Contractors and Subcontractors.

E. The Contractor shall be responsible for the proper fitting of the Work in place.

F. Should Contractor's failure to perform services under this section result in additional costs to the Owner, the Contractor shall be responsible for such additional costs.

Section 2.09 - Copies of Contract Documents for Contractors

A. The Contractor will have access to view and download the Bid Documents in the Owner's electronic project management system.

B. All drawings, specifications, and copies thereof furnished by the Owner are the property of the Owner. They are not to be used on other work with the exception of the signed Contract Set, are to be returned to the Owner along with the As-Builts at the completion of the Work.

Section 2.10 - Meetings

The Contractor and all subcontractors as requested shall attend all meetings as directed by the Owner or the Owner's Representative.

Section 2.11 - Related Work

The Contractor shall examine the Contract for related work to ascertain the relationship of said work to the Work under the Contract.

Section 2.12 - Surveys and Layout

Unless otherwise expressly provided in the Contract, the Owner shall furnish the Contractor all surveys of the property necessary for the Work, but the Contractor shall lay out the Work.

Section 2.13 - Errors, Omissions or Discrepancies

The Contractor shall examine the Contract thoroughly before commencing the Work and report in writing any errors or discrepancies to the Owner or the Owner's Representative.

Section 2.14 - Project Labor Rates

The Contractor shall submit to the Owner, for review and approval, within thirty (30) days after Contract is awarded all trade labor rates inclusive of fringe benefits, taxes, insurance for the duration of the individual craft agreement in accordance with Exhibit E. Revised rates shall be provided within thirty (30) days of signing any new agreements with the individual crafts during this project.

Section 2.15 – Daily Reports

The Contractor's Construction Superintendent shall submit a Daily Report to the Cornell University Project Manager or the Resident Field Engineer at the job site. Such reports shall, at a minimum, contain the following information:

- Name of Project
- Project Number
- Date of Report
- Weather Conditions
- Equipment on the site
- Contractors on site including name and number of employees on site for each contractor
- Work/area and activity for each contractor
- Overtime worked and planned work progress
- Environmental problems and corrections
- Other information, such as special events, occurrences, materials delivered, accidents or injuries, recommendations, suggestions, visitors, inspections, equipment start-up and check out, occupancy, etc.

ARTICLE 3 -- INSPECTION AND ACCEPTANCE

Section 3.01 - Access to the Work

The Owner and Architect, or their duly authorized representatives, assistants, or inspectors shall at all times and for any purpose have access to the Work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor. In addition, the Contractor shall, whenever so requested, give the Owner and Architect or their duly authorized representatives access to the proper invoices, bills of lading, specifications, etc., which may be required in determining the adequacy and/or quantity of materials used in completion of the Work.

Section 3.02 - Notice for Testing

If the Contract Documents, laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction require any Work to be inspected, tested, accepted, or approved, the Contractor shall give the Owner timely notice of its readiness and of the date arranged so the Owner may observe such inspection, testing, or approval. The Contractor shall bear all costs of such inspection, tests, and approvals unless otherwise provided.

Section 3.03 - Inspection of Work

A. The Contractor will cooperate in all ways to facilitate the inspection and examination of the Work. The inspections and examinations will be carried out in such a manner that the Work will not be delayed.

B. All Work, all materials whether or not incorporated in the Work, all processes of manufacturer, and all methods of construction shall be, at all times and places, subject to the inspection of the Owner and the Owner shall be the final judge of the quality and suitability of the Work. Any Work not approved by the Owner shall immediately be reconstructed, made good, replaced or corrected by the Contractor including all Work of other Contractors destroyed or damaged by said removal or replacement.

C. Required certificates of inspection, testing, acceptance, or approval shall be secured by the Contractor and promptly delivered to the Owner.

Section 3.04 - Inspection and Testing

All materials and equipment used in the Work shall be subject to inspection and testing in accordance with accepted standards to establish conformance with specifications and suitability for uses intended, unless otherwise specified in the Contract. If any Work shall be covered or concealed without the approval or consent of the Owner, said Work shall, if required by the Owner, be uncovered for examination. If any test results are below specified minimums, the Owner may order additional testing. The cost of said additional testing, any additional professional services required, and any other expenses incurred by the Owner as a result of said additional testing shall be paid by the Contractor. Reexamination of any part of the Work may be ordered by the Owner, and if so ordered the Work must be uncovered by the Contractor. If said Work is found to be in accordance with the Contract, the Owner shall pay the cost of reexamination and replacement. If said Work is found not to be in accordance with the Contract, the Contractor shall pay the cost of reexamination and replacement.

Section 3.05 - Defective or Damaged Work

If, in the opinion of the Owner, it is undesirable to replace any defective or damaged materials or to reconstruct or correct any portion of the Work injured or not performed in accordance with the Contract Documents, the compensation to be paid to the Contractor shall be reduced by an amount which, in the judgment of the Owner, shall be deemed to be equitable.

Section 3.06 - Acceptance

No previous inspection shall relieve the Contractor of the obligation to perform the Work in accordance with the Contract Documents. No payment, either partial or full, by the Owner to the Contractor shall excuse any failure by the Contractor to comply fully with the Contract Documents. The Contractor shall remedy all defects, paying the cost of any damage to other Work resulting therefrom.

ARTICLE 4 -- CHANGES IN WORK

Section 4.01 - Changes

A. The Owner, without invalidating the Contract, may order and approve changes within the general scope of the Contract and the Contractor shall promptly comply with such change orders.

B. A change order is a written direction to the Contractor signed by the Owner, issued after execution of the Contract, authorizing a change in the Work, extra work, or an adjustment in the Contract price or time of performance.

C. No claims for changes, extra work or additional time to complete the Contract or an adjustment in the Contract price shall be allowed unless such change is ordered in writing by the Owner.

D. The Owner shall determine the amount by which the Contract consideration is to be increased or decreased by a change order by one (1) or more of the following methods:

1. By agreement with the Contractor.
2. By applying the applicable price or prices previously bid and approved.
 - (i) To the extent that Unit Prices are applicable, as determined by the Owner, work shall be priced and paid for or credited in accordance with such Unit Prices; except that a Unit Price shall not apply to any portion of work which is either reduced or increased by more than 25%. Said Unit Prices shall be valid for the duration of the project as applicable, unless stipulated elsewhere in the Contract Documents.
 - (ii) For Unit Price items, additions and deletion of like items shall be algebraically summed and then multiplied by the applicable Unit Prices. For Direct Labor and Material items, all additions and deletions shall be algebraically summed for each subcontractor and then multiplied by the applicable markup.
 - (iii) Unit Prices are for work complete, measured in place and cover profit and all other costs and expenses. Unit Prices include, without limit, all conditions of the contract and all general requirements such as layout, reproduction of Drawings and Specifications, testing and inspection, shop drawing and sample coordination, supervision (field and home office), small tools and expendable items, insurance, taxes, temporary facilities and services, including access and safety, "as-built" drawings, and general and administrative overhead and profit.

3. By estimating the fair and reasonable cost of:
 - (i) Labor, including all wages, required wage supplements and insurance required by law paid to employees below the rank of superintendent directly employed at the Site.
 - (ii) Materials
 - (iii) Equipment, excluding hand tools, which in the judgment of the Owner, would have been or will be employed exclusively and directly on the Work. When submitting change orders, equipment which is common to the project scope at hand is expected to be previously paid for as overhead / general conditions to the project. Special rental equipment or tools not common to the project that are required to perform the change order will be accepted as additional costs.
4. By determining the actual cost of the extra work in the same manner as in Subsection 3 except the actual costs of the Contractor shall be used in lieu of estimated costs.

E. Mark-up Percentages

1. Work performed by the Contractor: Where the Work is performed directly by the Contractor by adding to the total of such estimated costs a sum equal to fifteen percent (15%) thereof.
2. Work performed by a Subcontractor: Where the change order work is performed by a Subcontractor under contract with the Contractor, by adding a sum equal to fifteen (15%) of said costs for the benefit of said Subcontractor, and by adding for the benefit of the Contractor an additional sum equal to ten percent (10%) of said costs.
3. Work performed by a Sub-Subcontractor: Where work is performed by a Sub-Subcontractor, by adding the sum equal to fifteen percent (15%) of said costs for the benefit of said Sub-Subcontractor, by adding for the benefit of the Subcontractor an additional sum equal to five percent (5%) of said cost and by adding for the benefit of the Contractor an additional sum equal to five percent (5%) of said cost. The maximum aggregate of all mark-up percentages may not exceed twenty five percent (25%).
4. No Markup on Bonds and Insurance Costs: Change Order cost adjustments due to increases or decreases in bond or insurance costs (if applicable) shall not be subject to any Markup Percentage.
5. Overtime Pay: No mark-up shall be paid on the premium portion of overtime pay.

6. Direct and Indirect Costs Covered by Markup Percentages: As a further clarification, the agreed upon Markup Percentage is intended to cover the Contractor's profit and all indirect costs and expenses associated with the change order work. Items intended to be covered by the Markup Percentage include, without limit: home office expenses, branch office and field office overhead expense of any kind; project management; superintendents, general foremen; estimating, engineering; coordinating; expediting; purchasing; detailing; legal, accounting, data processing or other administrative expenses; reproduction of drawings and specifications; shop drawings and sample coordination; "as-built" drawings; permits; auto insurance and umbrella insurance; pick-up truck costs; parking permits; cellular phones; testing and inspection; temporary facilities; access and safety provisions; and warranty expense costs. The cost for the use of small tools and/or tools already in use on site are also to be considered covered by the Markup Percentage. Small tools shall be defined as tools and equipment (power or non-power) with an individual purchase cost of less than \$750
7. Deduct Change Orders and Net Deduct Changes: The application of the markup percentage will apply to both additive and deductive change orders. In the case of a deductive change order, the credit will be computed by applying the percentage so that a deductive change order would be computed in the same manner as an additive change order. In those instances where a change involves both additive and deductive work, the additions and deductions will be netted and the markup percentage adjustments will be applied to the net amount

F. Regardless of the method used by the Owner in determining the value of a change order, the Contractor, within thirty (30) calendar days after a request for the estimate of value shall submit to the Owner a detailed breakdown of the Contractor's estimate, including all subcontractors details, of the value of the Change Order Work, in the format detailed in Exhibit A. Each submission shall include an electronic .pdf format of all documentation.

G. Unless otherwise specifically provided for in a change order, the compensation specified therein includes and shall constitute a full payment for both the Work covered or arising from the order and for any damage or expense incurred by the Contractor by any delays, including any and all impacts, known or unknown, or delays to other Work to be done under the Contract resulting from said change order. The Contractor expressly waives all rights to any other compensation for said damage or expense.

H. The Contractor shall furnish satisfactory bills, payrolls and vouchers covering all items of cost and when requested by the Owner shall give the Owner access to accounts and records relating thereto.

Section 4.02 – Claims for Extra Work

If the Contractor claims (i) that any work it has been ordered to do is extra work or (ii) that it has performed or is going to perform extra work or (iii) that any action or omission of the Owner or the Architect is contrary to the terms and provisions of the Contract, the Contractor shall:

A. Promptly comply with such order;

B. Notwithstanding the provisions of this Agreement, Article 4 of these General Condition and any other provisions of the Contract documents to the contrary, file with the Owner, within fourteen (14) calendar days after being ordered to perform the work claimed by it to be extra work or within fourteen (14) calendar days after commencing performance of the extra work, whichever date shall be the earlier, or within fourteen (14) calendar days after the said action or omission on the part of the Owner or the Architect occurred, a written notice of the basis of its claim and request a determination thereof;

C. Notwithstanding the provisions of this Agreement and any other provisions of the Contract documents to the contrary, file with the Owner, within thirty (30) calendar days after said alleged extra work was required to be performed or said alleged extra work was commenced, whichever date shall be the earlier, or said alleged action or omission by the Owner or the Architect occurred, a verified detailed statement, with documentary evidence, of the items and basis of its claim;

D. Produce for the Owner's examination, upon notice from the Owner, all its books of account, bills, invoices, payrolls, subcontracts, time books, progress records, daily reports, bank deposit books, bank statements, checkbooks and cancelled checks, showing all of its actions and transactions in connection with or relating to or arising by reason of its claim, and submit persons in its employment and in its subcontractors' employment for examination under oath by any person designated by the Owner to investigate any claims made against the Owner under the Contract, such examination to be made at the offices of the Contractor; and

E. Proceed diligently, pending and subsequent to the determination of the Owner with respect to any such disputed matter, with the performance of the Contract and in accordance with all instructions of the Owner and the Architect.

F. The Contractor's failure to comply with any or all parts of Section 4.02 shall be deemed to be: (i) a conclusive and binding determination on its part that said order, work, action or omission does not involve extra work and is not contrary to the terms and provisions of the Contract; and (ii) a waiver by the Contractor of all claims for additional compensation or damages as a result of said order, work, action or omission. The provisions of Section 4.02 is to promptly afford the Owner opportunity to cancel or revise any order, change its plans, mitigate or remedy the effects or circumstances giving rise to a claim or take such other action as may seem desirable and to verify any claimed expenses or circumstances as they occur. Compliance with such provisions is essential whether or not the Owner is aware of the circumstances of any order or other circumstances which might constitute a basis for a claim and whether or not the Owner has indicated it will consider a claim in connection therewith.

G. No person has power to waive or modify any of the foregoing provisions and, in any action against the Owner to recover any sum in excess of the sum certified by the Owner to be due under or by reason of the Contract, the Contractor must allege in its complaint and prove compliance with the provisions of this Section.

Section 4.03 - Form of Change Orders

All change orders shall be processed, executed and approved via the Owner's Electronic project management system Change Order Process. No payment for change order Work shall be due the Contractor unless a change order has been issued and approved as noted above and processed via the electronic project management system.

ARTICLE 5 -- TIME OF COMPLETION

Section 5.01 - Time of Completion

A. The Work shall be commenced at the time stated in the written order of the Owner and shall be completed no later than the dates of completion specified in the Contract. All required overtime to maintain progress schedule is included in the Base Bid.

B. The date of beginning and the times for completion of the Work, as specified in the Contract, are essential conditions of the Contract.

C. The Work shall be prosecuted diligently at such rate of progress as shall insure substantial and full completion within the time specified. It is expressly understood and agreed, that the times for the completion of the Work described herein is a reasonable time, taking into consideration the average climatic range and usual business and labor conditions prevailing in the locality of the Site.

D. Time is of the essence on each and every portion of the Work. In any instance in which additional time is allowed for the completion of any Work, the new time of completion established by said extension shall be of the essence. If in the Architect's or Owner's judgment, it becomes necessary at any time during construction to accelerate and/or complete certain areas of the project, the Contractor shall concentrate efforts and manpower on designated areas.

E. Where Work occurs within occupied areas, perform same only on the approved schedule, so as not to interfere with normal operation of occupied areas.

F. The Contractor shall not be charged with damages or any excess cost if the Owner determines that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Owner. The Contractor shall not be charged with damages or any excess cost for delay in completion of the work if the Owner determines that the delay is due to:

1. any preference, priority or allocation order duly issued by the Government of the United States or the State of New York;
2. unforeseeable cause beyond the control and without the fault or negligence of the Contractor, and approved by the Owner, including, but not limited to, acts of God or of public enemy, acts of the Owner, fires, epidemics, quarantine, restrictions, strikes, freight embargoes and unusually severe weather.

G. The time for completion can only be extended by change order and may be extended for:

1. all of the Work, or
2. only that portion of the Work altered by the change order.

H. Any claim for extension of time shall be made in writing to the Owner not more than ten (10) days after the commencement of the delay; otherwise it shall be waived.

ARTICLE 6 -- TERMINATION

Section 6.01 - Termination for Cause

In the event that any provision of this Contract is violated by the Contractor or by any Subcontractor of the Contractor, the Owner may serve written notice upon the Contractor, and upon the Contractor's surety, if any, of the Owner's intention to terminate the Contract. The notice shall briefly state the reasons for the termination and shall specify a termination date. If arrangements satisfactory to the Owner are not made to remove and remedy the violation, the Contract shall terminate upon the date specified by the Owner in the notice. In the event of termination, the Owner may take over and complete the Work at the expense of the Contractor. The Contractor and Contractor's surety shall be liable to the Owner for all costs thereby incurred by the Owner. In the event of such termination the Owner may take possession of and may utilize such materials, appliances, and plant as may be located on the Site and which may be necessary or useful in completing the Work.

Section 6.02 - Termination for Convenience of Owner

The Owner, at any time, may terminate the Contract in whole or in part. Any said termination shall be effected by delivering to the Contractor a notice of termination specifying the extent to which performance of Work under the Contract is terminated and the date upon which said termination becomes effective. Upon receipt of the notice of termination, the Contractor shall act promptly to minimize the expenses resulting from said termination. The Owner shall pay the Contractor for costs actually incurred by the Contractor up to the effective date of said termination, but in no event shall the Contractor be entitled to compensation in excess of the total consideration of the Contract. In the event of said termination the Owner may take over the Work and prosecute same to completion.

Section 6.03 - Owner's Right to do Work

The Owner may, after notice to the Contractor, without terminating the Contract and without prejudice to any other right or remedy the Owner may have, perform or have performed by others all of the Work or any part thereof and may deduct the cost thereof from any monies due or to become due the Contractor.

ARTICLE 7 -- DISPUTES

Section 7.01 - Disputes Procedure

A. If the Contractor claims that any Work which the Contractor has been ordered to perform will be Work which should have been authorized or directed by change order, or that any action or omission of the Owner is contrary to the terms of the Contract, the Contractor shall:

1. File a notice with the Owner which sets forth the basis of the Contractor's claim and requests a resolution of the dispute. Such notice shall be filed within fifteen (15) working days after being ordered to perform the disputed work or within fifteen (15) working days after commencing performance of the disputed work, whichever is earlier, or within fifteen (15) working days after the act or omission of the Owner which the Contractor claims is contrary to the terms of the Contract.
2. Proceed diligently with the performance of the work in accordance with the instructions of the Owner pending the resolution of the dispute by the Owner.
3. Promptly comply with the order of the Owner regarding the disputed matter.
4. Any such decision, or any other decision of the Owner in respect to a dispute, shall be final unless the Contractor, within ten (10) working days after such decision, shall deliver to the Owner a verified written statement which sets forth the Contractor's contention that the decision is contrary to a provision of the contract. Pending the decision of the Owner, the Contractor shall proceed in accordance with the original decision. The Owner shall determine the validity of the Contractor's claim and such determination shall be final. The Contractor may file a notice with the Owner reserving its rights in connection with the dispute but shall comply with the Owner's decision and complete the work as directed.

B. No claim for additional costs regarding changed or extra work shall be allowed unless the work was done pursuant to a written order of the Owner.

C. The value of claims for extra work, if allowed, shall be determined by the methods described in the Contract. Refer to Article 4 of these General Conditions.

D. The Contractor's failure to comply with any or all parts of Article 7 shall be deemed to be:

1. a conclusive and binding determination on the part of the Contractor that the order, work, action or omission is not contrary to the terms and provisions of the Contract;
2. a waiver by the Contractor of all claims for additional compensation, known or unknown, including time extensions, or damages as a result of said order, work, action, or omission.

ARTICLE 8 -- SUBCONTRACTS

Section 8.01 - Subcontracting

- A. The Contractor may utilize the services of Subcontractors.
- B. The Contractor shall submit to the Owner, in writing, the name of each proposed Subcontractor and Sub-Subcontractor, as required by the Contract. The Contractor shall not award any Work to any Subcontractor or Sub-Subcontractor without the prior written approval of the Owner.
- C. The Contractor shall be fully responsible for the Work, acts and omissions of Subcontractors, and of persons either directly or indirectly employed by Subcontractors.
- D. The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contract insofar as applicable to the Work of Subcontractors, indemnification and to give the Contractor the same power to terminate any subcontract that the Owner may exercise over the Contractor.
- E. The Contractor's use of Subcontractors shall not diminish the Contractor's obligation to complete the Work in accordance with the Contract. The Contractor shall control and coordinate the Work of Subcontractors.
- F. Nothing contained in the Contract shall create any contractual relationship between Subcontractors and the Owner.

ARTICLE 9 -- COORDINATION AND COOPERATION

Section 9.01 - Cooperation with Other Contractors

- A. Normally, the Work will be performed by a single Contractor. However, the Owner reserves the right to perform work related to the Work with its own forces or award separate contracts. In that event, the Contractor shall coordinate its operations with the Owner's forces or separate Contractors.
- B. The Owner cannot guarantee the responsibility, efficiency, unimpeded operations or performance of any contractor. The Contractor acknowledges these conditions and shall bear the risk of all delays including, but not limited to, delays caused by the presence or operations of other contractors.
- C. The Contractor shall keep informed of the progress and workmanship of other contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other contractors where said delay or defective workmanship may interfere with the Contractor's operations.
- D. Failure of a Contractor to keep so informed and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of said progress and workmanship as being satisfactory for proper coordination with the Work.

E. If the Contractor notifies the Owner, in writing, that another contractor on the Site is failing to coordinate the work of said contractor with the Work, the Owner shall investigate the charge. If the Owner finds it to be true, the Owner shall promptly issue such directions to the other contractor with respect thereto as the situation may require. The Owner shall not be liable for any damages suffered by the Contractor by reason of the other contractor's failure to promptly comply with the directions so issued by the Owner, or by reason of another contractor's default in performance.

F. If the Owner shall determine that the Contractor is failing to coordinate the Work with the work of other contractors as the Owner has directed:

1. the Owner shall have the right to withhold any payments due under the Contract until the Owner's directions are complied with by the Contractor; and
2. the Contractor shall indemnify and hold the Owner harmless from any and all claims or judgments for damages and from any costs or damages to which the Owner may be subjected or which the Owner may suffer or incur by reason of the Contractor's failure promptly to comply with the Owner's directions.

G. Should the Contractor sustain any damage through any act or omission of any other contractor having a contract with the Owner or through any act or omission of any Subcontractor of said other contractor, the Contractor shall have no claim against the Owner for said damage.

H. Should any other contractor having a Contract with the Owner sustain damage through any act or omission of the Contractor or its Subcontractor, the Contractor shall reimburse said other contractor for all said damages and shall indemnify and hold the Owner harmless from all said claims.

ARTICLE 10 -- PROTECTION OF RIGHTS, PERSONS AND PROPERTY

Section 10.01 - Accidents and Accident Prevention

A. The Contractor shall at all times take reasonable precautions for the safety of persons engaged in the performance of the Work. The Contractor shall comply fully with all applicable provisions of federal, state, and local law. The Contractor alone shall be responsible for the safety, efficiency and adequacy of the Contractor's Work, plant, appliances and methods, and for any damage which may result from the failure or the improper construction, maintenance, or operation of said Work, plant, appliances and methods.

B. The Contractor shall maintain an accurate record of all cases of death, occupational disease, public health statistics or information, and injury requiring medical attention, pursuant to government authority, or causing loss of time from work, arising out of or in the course of employment on Work under the Contract, and shall immediately notify the Owner in writing of any injury which results in hospitalization or death, or significant near miss incidents that had the potential to result in serious injury or death. The Contractor shall upload all completed Contractor and Subcontractor incident investigation forms and reports within five (5) working days of the incident. The report shall include the extent of damage or injury, the persons involved and their employers, the number of days persons are hospitalized, and any other pertinent information required by Cornell University. Such reporting shall be submitted on the electronic project management system Accident Form.

C. The Contractor shall provide to the Project Manager, Material Safety Data Sheets (OSHA Form 20 or the equivalent) for all chemicals to be used on site. All chemicals requiring any precautionary measures (e.g., special storage or disposal requirements, personal protective equipment, or additional ventilation), shall be brought to the attention of Cornell University for review and approval, prior to their use on site.

1. All chemicals brought on site by the Contractor shall be clearly labeled. The label shall state the identity of the chemical, any associated hazards, and the Contractor's name.
2. All Contractor employees who are using chemicals shall be made aware of the hazards associated with their use. Safe chemical handling procedures in accordance with OSHA or other governmental agencies, and manufacturer's recommendations shall be used at all times.
3. The Contractor shall dispose of all chemicals in accordance with EPA and Cornell University requirements, regardless of the size of the container or the quantity of waste, and must receive prior approval of Cornell University.
4. A Contractor's Waste Material Disposal Plan form is required (with or without waste) to be submitted with submission of the first payment. The form can be found at: <https://ehs.cornell.edu/sites/default/files/FRM-CWMDP-Contractor-Waste-Material-Disposal-Plan-IPDF.pdf>

D. The Contractor shall be responsible for the initiation, maintenance and supervision of safety precautions and programs in connection with the Work.

E. The Contractor shall, at all times, guard the Owner's property from injury or loss in connection with the Work. The Contractor shall, at all times, guard and protect the Contractor's Work. The Contractor shall replace or make good any said loss or injury unless said loss or injury is caused directly by the Owner.

F. The Contractor shall have full responsibility to install, protect and maintain all materials and supplies in proper condition and forthwith repair, replace and make good any damage thereto until Final Acceptance.

Section 10.02 - Adjoining Property

A. The Contractor shall be required to protect all the adjoining property and to repair or replace any such properties damaged or destroyed by the Contractor, its employees or subcontractors thereof, by reason of, or as a result of activities under, for or related to the Contract.

Section 10.03 - Emergencies

A. In case of an emergency which threatens loss or injury to persons or property, the Contractor will be allowed to act, without previous instructions from the Owner, in a diligent manner, to the extent required to avoid or limit such loss or injury, and the Contractor shall notify the Owner immediately thereafter of the action taken.

Section 10.04 - Bonds

A. Before commencing the performance of any work covered by the Contract, the Contractor shall furnish to the Owner any required Bonds. The failure of the Contractor to supply the required Bonds within ten (10) days after the Contract signing shall constitute a default on the part of the Contractor.

Section 10.05 - Risks Assumed by the Contractor

A. Indemnification. The Contractor shall defend, indemnify and hold harmless the Owner and its trustees, officers, agents and employees from and against all claims, damages, losses, fines, and expenses, including reasonable attorneys' fees, arising out of or resulting from the performance of the Work including, but not limited to, bodily or personal injury, sickness, disease, death, or injury or damage to tangible property, to the extent they arise out of or result from:

1. any negligent act or omission, or intentional or willful misconduct, violation of law, or breach of this Contract by the Contractor, or any of its subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, or
2. any injury to an employee of the Contractor, its subcontractors, anyone directly or indirectly employed by them. The indemnification obligation under this section shall not be limited by the amount or type of damages, compensation or benefits payable by or for the Contractor under workers' compensation, disability benefit or other employee benefit laws.

B. In the event that Contractor is requested but refuses to fully comply with and honor its indemnification obligations hereunder, then the Contractor shall, in addition to all other obligations, pay the cost, including reasonable attorneys' fees, of bringing an action to enforce such indemnification obligations.

C. Neither the Owner's final acceptance of the work to be performed hereunder nor the making of any payment shall release the Contractor from its obligations under this Section. The enumeration elsewhere in the Contract of particular risks assumed by the Contractor or of particular claims for which the Contractor is responsible shall not be deemed to limit the effect of the provisions of this Section or to imply that the Contractor assumes or is only responsible for risk or claims of the type enumerated.

Section 10.06 - Contractor's Compensation and Liability Insurance

A. The Contractor shall procure and maintain, at its own cost and expense, until final acceptance by the Owner of all the work covered by this Contract, the following kinds of insurance:

1. Worker's Compensation Insurance. A policy complying with the requirements of the laws of the State of New York, including Coverage B - Employer's Liability with limits as follows: (1) Bodily injury by accident - \$1,000,000 each accident; (2) Bodily injury by disease - \$1,000,000 each employee; and (3) Bodily injury by disease - \$1,000,000 policy limit. This policy shall provide a Waiver of Subrogation in favor of the Owner.

2. Contractor's Comprehensive General Liability Insurance. A standard commercial general liability insurance policy, with contractual, completed operations, explosion, collapse and underground property damage coverage's issued to and covering the liability of the Contractor for all work and operations under this Contract and all obligations assumed by the Contractor under this Contract. The Contractor shall provide Broad Form Commercial General Liability Insurance, and the Owner shall be an additional insured in the policy utilizing additional insured endorsements CG 20 10 10 01 and CG 20 37 10 01 or their equivalents and provide a Waiver of Subrogation in favor of Owner. The completed operations coverage's shall be maintained for not less than two years after acceptance of the work or until the end of the applicable Statute of Repose, whichever is greater. The limits of the Commercial General Liability policy shall be as follows:

\$ 1,000,000	Each Occurrence
\$ 1,000,000	Personal and Advertising Injury per Occurrence
\$ 2,000,000	General Aggregate
\$ 2,000,000	Completed Operations

- a) No exclusionary language or limitations relating to soils or earth movement.
- b) No exclusions for Bodily Injury and Property Damage, Labor Law (240) products liability/completed operations coverage (including any product manufactured or assembled), premises operations, blanket contractual liability (for this agreement), broad form property damage, personal and advertising injury, independent contractor's liability, mobile equipment, elevators, damage from explosion, collapse and underground hazards ("XCU") cross-liability, cross suits or severability of interest clauses are acceptable.

3. Automobile Liability Insurance. A policy covering the use in connection with the work covered by the Contract Documents of all owned, non-owned and hired vehicles bearing, or, under the circumstance under which they are being used, required by the Motor Vehicle Laws of the State of New York to bear license plates. This policy shall name Owner as an Additional Insured and provide a Waiver of Subrogation in favor of Owner. The coverage under such policy shall be not less than a combined single limit for Bodily Injury and Property Damage of:

<u>COMBINED SINGLE LIMIT</u>	
\$ 1,000,000	Each Accident

4. Umbrella Liability Insurance. Umbrella and/or Excess Liability policy(ies) will be provided on a following form basis subject to limits not less than \$5,000,000 per occurrence and follow-form of the primary General Liability, Automobile Liability, and Employers Liability policies. These policies shall contain an endorsement stating that any entity qualifying as an additional insured on the insurance stated in the Schedule of Underlying Insurance shall be an Additional Insured on the Umbrella/Excess liability policy and that they apply immediately upon exhaustion of the insurance stated in the Schedule of Underlying Insurance as respects to the coverage afforded to any Additional Insured. No trailing retentions on Umbrella or Excess Liability policy(ies) shall be allowed without Owner prior written consent. When approved in advance by Owner, the policies provided in this section may have policy limits lower than indicated above if the excess liability insurance policy limits provided by Contractor, when combined with the corresponding underlying policy limits, total at least the sum of all required minimum policy limits required by this section.

\$ 5,000,000

Each Occurrence/Aggregate

5. Professional Liability Insurance. Contractor shall purchase and maintain Contractor's Professional Liability Insurance if Contractor or any of its Subcontractors or agents will provide any design, engineering or other professional services under the Subcontract Documents, covering Subcontractor and Sub-subcontractors, and their respective professionals, for liability for negligent acts, errors, or omissions, arising out of the performance of the Contractor's Work. The Retroactive date must be prior to start of the Work required under this Agreement. Coverage must be maintained for a minimum period of 3 years or until the applicable Statute of Repose, whichever is greater. The policy shall contain a blanket endorsement for contractual liability and afford coverage on a claim made basis:

\$ 2,000,000

Each Occurrence Aggregate

6. Contractors Pollution Liability Insurance: Contractor shall purchase and maintain Pollution Liability Insurance as will protect the Owner and Contractor from claims of Bodily Injury, Property Damage and cleanup, which may arise out of or result from Contractor's operations under the Contract and for which the Contractor may be legally liable. Pollution liability coverage shall extent to microbial matter including mold, mold remediation and diminution in value. The insurance shall be maintained from inception of the Work through the earlier of Substantial Completion or Final Payment. This insurance shall include coverage and limits as follows.

\$ 2,000,000

Each Occurrence/Aggregate

7. Unmanned Aerial Vehicle (UAV): If Contractor or any of its Subcontractors or agents will operate an Unmanned Aerial Vehicle (“UAV”), a policy of UAV insurance shall be provided on a standard form providing coverage for bodily injury (including death) and property damage on an “occurrence” basis with a combined single limit per occurrence of \$2,000,000. This coverage may also be provided by endorsement to the Commercial General Liability policy.

Contractor is responsible to follow the Cornell University UAV Policy, located at: <https://www.risk.cornell.edu/events-and-staffing-main-page/use-of-drones/>

PDF of Insurance requirements per the above Cornell University Policy:
<https://bpb-us-e1.wpmucdn.com/blogs.cornell.edu/dist/8/4200/files/2016/09/UAV-Guidelines-28wl46t.pdf>

8. Contractor’s Equipment. Contractor shall purchase and maintain coverage for its property and equipment to be used in the prosecution of the Contract Work. Such coverage shall be on a Replacement Cost basis. A Waiver of Subrogation in favor of Owner for any loss to Contractor’s tools, equipment, machinery, and appliances shall be provided prior to the commencement of the Contract Work.

B. In addition to maintaining all of the above insurances, the Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against liability, including additional premium due because of the Contractor's failure to maintain coverage limits as required under this section.

C. Insurance similar to that required of the Contractor shall be provided by or on behalf of all subcontractors to cover their own operations performed under this Contract. The Contractor shall be held responsible for any modifications in these insurance requirements as they apply to subcontractors.

A. Subcontractors’ Insurance: Before permitting any of its Subcontractors to perform any Work, Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Owner is an additional insured on insurance required from subcontractors. Such Additional Insured endorsement shall be attached to the certificate of insurance in order to be valid and on a form at least as broad as ISO Additional Insured Endorsement CG2010 1093 with CG2037 1001 or an endorsement providing equivalent or broader coverage. The policy shall not contain any exclusions for New York Labor Law §§ 200, 240, 240(1), 241, 241(6) and any related sections, and their insurance certificate or accompanying letter from Authorized Representative must specifically state the same. If any sub contractor’s coverage does not comply with the foregoing provisions, Contractor shall defend and indemnify the Owner from any damage, loss, cost, or expense, including attorneys’ fees, incurred by Owner as a result of subcontractor’s failure to maintain required coverage.

B. Subcontractor insurance shall be in such amounts and against such risks as is consistent with Contractor's customary practices for such types of subcontracts for projects of similar type and capacity to the Project, PROVIDED that such insurance shall at least be in such amounts and against such risks as is customarily carried by persons engaged in similar businesses in the same geographic area.

C. Applicable subcontractor minimum insurance limits shall be:

For Subcontracts 1,000,000 or less:

- Workman's compensation as per Section 10.06.A.1
- Comprehensive General Liability as per Section 10.06.A.2 with the following limits:

BODILY INJURY AND PROPERTY
DAMAGE LIABILITY (BROAD FORM)

\$ 1,000,000	Each Occurrence
\$ 2,000,000	Aggregate

- Automobile Liability Insurance as per Section 10.06.A.3
- Professional Liability Insurance – if applicable to the Subcontractor's Scope of Work – as per Section 10.06.A.5 with the following limits:

Minimum Limits Required: \$2,000,000 per claim and
\$2,000,000 aggregate

- Umbrella/Excess Liability as per Section 10.06 A.4 with the following limits:

Not less than \$5,000,000 per occurrence

- Pollution Liability Insurance as per section 10.06.A.6 with the following limits:

Not less than \$2,000,000 aggregate

For Subcontracts \$1,000,000 or more:

- Workman's compensation as per Section 10.06.A.1
- Comprehensive General Liability as per Section 10.06.A.2 with the following limits:

BODILY INJURY AND PROPERTY
DAMAGE LIABILITY (BROAD FORM)

\$ 1,000,000	Each Occurrence
\$ 2,000,000	Aggregate

- Automobile Liability Insurance as per Section 10.06.A3
- Professional Liability Insurance – if applicable to the Subcontractor’s Scope of Work – as per Section 10.06.A.5 with the following limits:

Minimum Limits Required: \$2,000,000 per claim and
\$2,000,000 aggregate

- Umbrella/Excess Liability as per Section 10.06A.4 with the following limits:

Not less than \$5,000,000 per occurrence

- Pollution Liability Insurance as per section 10.06.A.6 with the following limits:

Not less than \$5,000,000 aggregate

D. Before commencing the performance of any work covered by the Contract, the Contractor shall furnish to the Owner a current certificate or certificates, in duplicate, of the insurance required under the foregoing provisions including copies of subcontractor’s certificates. Such certificates shall be on a form prescribed by the Owner, shall list the various coverage’s and shall contain, in addition to any provisions hereinbefore required, a provision that the policy shall not be changed or cancelled and that it will be automatically renewed upon expiration and continued in force until final acceptance by the Owner of all the work covered by the Contract, unless the Owner is given thirty (30) days written notice to the contrary. Upon renewal of each of the Contractor’s insurance coverage’s, the Owner shall be provided with a new certificate of insurance showing such renewal. Certificates and written notices shall be directed to the Office of Facilities Contracts. The Contractor shall furnish the Owner with a certified copy of each policy including any and all exclusions to such policy.

E. If at any time any of the above required insurance policies should be cancelled, terminated or modified so that insurance is not in effect as above required, then, if the Owner shall so direct, the Contractor shall suspend performance of the work covered in the Contract. If the said work is so suspended, no extension of time shall be due on account thereof. The Owner may, at its option, obtain insurance affording coverage equal to that above required, at the Contractor’s expense.

Section 10.07 - Liability Insurance of the Owner

A. The Owner, at its own cost and expense, shall procure and maintain such liability insurance as will, in its opinion, protect the Owner from its contingent liability to others for damages because of bodily injury, including death, and property damage which may arise from operations under this Contract.

Section 10.08 - Owner's and Contractor's Responsibilities for Fire and Extended Coverage
Insurance Hazards

A. The Contractor shall purchase and maintain in force a builders risk insurance policy on the entire work. Such insurance shall be written on a completed value form and in an amount equal to the initial contract sum and modified by any subsequent modifications to the contract sum. The insurance shall name Cornell University and the State of New York, all subcontractors and sub- subcontractors. The insurance policy shall contain a provision that the insurance will not be cancelled or allowed to expire until the Contractor has given at least thirty (30) days prior written notice to Cornell University. The insurance shall cover the entire work at the site, including reasonable compensation for Architect's services and expenses made necessary by an insured loss. Insured property shall include portions of the work located away from the site and in transit to the site. The policy shall cover the cost of removing debris and demolition as may be legally necessary. The policy shall cover any boiler or machinery loss which may be suffered during installation and until final acceptance. The insurance required shall be written to cover "all risk" of physical loss including a loss due to collapse. Any deductible shall be the responsibility of the Contractor but in no case shall the deductible be more than \$10,000 unless Cornell University has agreed to a higher deductible. The Contractor shall provide to Cornell University a certificate of insurance and a summary of coverage's including all endorsements and exclusions prior to commencement of the work. Once the policy is received, the Contractor shall provide a copy of such policy to Cornell University. There shall be a mutual waiver of recovery between Cornell University, the Contractor and all other parties to the extent such losses are covered by the builders risk policy. If Cornell University wishes to occupy the building prior to final acceptance and if the policy contains a provision which limits coverage for such partial occupancy, the parties agree work together to obtain consent of the insurance company for such partial occupancy or use under mutually acceptable terms.

B. Losses, if any, under such insurance shall be payable to the Owner.

C. The Contractor shall be responsible for any and all loss of materials connected with the construction due to unexplainable disappearance, theft or misappropriation of any kind or nature.

D. The foregoing provisions shall not operate to relieve the Contractor and subcontractors of responsibility for any loss or damage to their own or rented property or property of their employees, of whatever kind or nature, or on account of labor performed under the Contract incidental to the repair, replacement, salvage, or restoration of such items, including but not limited to tools, equipment, forms, scaffolding, and temporary structures, including their contents, regardless of ownership of such contents, except for such contents as are to be included in and remain a part of the permanent construction. The Owner shall in no event be liable for any loss or damage to any of the aforementioned items, or any other property of the Contractor, subcontractors and the Architect, or employees, agents, or servants of same, which is not to be included in and remain a part of the permanent construction. The Contractor and subcontractors severally waive any rights of recovery they may have against the Owner and the Architect for damage or destruction of their own or rented property, or property of their employees of whatever kind or nature.

Section 10.09 - Effect of Procurement of Insurance

A. Neither the procurement nor the maintenance of any type of insurance by the Owner or the Contractor shall in any way be construed or be deemed to limit, discharge, waive or release the Contractor from any of the obligations and risks imposed upon the Contractor by the Contract or to be a limitation on the nature or extent of such obligations and risks.

Section 10.10 - No Third Party Rights

A. Nothing in the Contract shall create or give to third parties; any claim or right of action against the Contractor, the Architect, and the Owner beyond such as may legally exist irrespective of the Contract.

Section 10.11 – Assumption of Risk

Vendors/Consultants/Contractors/Subcontractors are required to bring to jobsite all tools, equipment, and applicable personal safety devices required or needed to perform and complete the relevant scope of Work. Use of Cornell equipment or tools, with or without permission, involves inherent risk of injury to User(s). Any use of Cornell equipment is conditioned upon the assumption of all risks attendant to the use of any tools or equipment – including personal injury, death or permanent disability – arising from the Use of Cornell equipment or tools. These risks also include but are not limited to: accidents, collisions, falling, as well as unforeseen risks resulting in injuries to User and/or bystanders. Participation in a walk-through or similar activity constitutes acceptance of risk assumption.

Section 10.12 - Health And Safety Plan Requisites for Construction Activity Applicable To High Impact Respiratory Pathogen Pandemics And Contagions

Contractor agrees it shall follow all applicable safety requirements to a prospective health and safety event, emergency, epidemic or pandemic. Contractor is required to protect the health and safety of employees as required by applicable law, rule, regulation, and/or protocols based upon then current information, requirements, recommendations, and guidelines from civil authorities including, but not limited to, federal or New York State Executive Orders, CDC, OSHA and New York State Department of Health surrounding health and safety measures designed to eliminate or reduce the transmission of the high impact respiratory pathogen pandemics (HIRPP), or other emergent public health and safety events, epidemics, pandemics and conditions.

ARTICLE 11 -- USE OR OCCUPANCY PRIOR TO ACCEPTANCE BY OWNER

Section 11.01 – Substantial Completion

A. The term "substantial completion" means the completion of the Work to the extent that Cornell University may have uninterrupted occupancy or use of the facility or specified portion thereof for the purpose for which intended. The Contractor shall obtain all certificates of occupancy required prior to occupancy, and any electrical, mechanical and plumbing certificates, or other certificates or required approvals and acceptances by City, County, and State governments or other authority having jurisdiction.

Section 11.02 - Occupancy Prior to Acceptance

A. If, before Final Acceptance, the Owner desires Beneficial Occupancy of the Work, or any part thereof, which is completed or partly completed, or to place or install therein equipment and furnishings, the Owner shall have the right to do so, and the Contractor shall in no way interfere with or object to said Beneficial Occupancy by the Owner.

B. Said Beneficial Occupancy (1) shall not constitute acceptance of space, systems, materials or elements of the Work, nor shall said Beneficial Occupancy affect the start of any guarantee period, and (2) shall not affect the obligations of the Contractor for Work which is not in accordance with the requirements of the Contract or other obligations of the Contractor under the Contract.

C. The Contractor shall continue the performance of the Work in a manner which shall not unreasonably interfere with said use, occupancy and operation by the Owner.

ARTICLE 12 -- PAYMENT

Section 12.01 - Provision for Payment

A. The Owner agrees to pay the Contract Price to the Contractor for the performance of this Contract and the fulfillment of all the Contractor's obligations. The Contract Price means all costs reimbursable under the Contract Documents.

B. The final certificate of the Architect shall certify that the Contract has been completed within the stipulated time, and shall not be issued until all drawings and specifications have been returned to the Owner. The issuance of said certificates, however, or any payments made thereon shall not lessen the total responsibility of the Contractor to complete the work to the satisfaction of the Owner in accordance with the Contract.

C. Payments on the Contract Price shall be made each month as the work progresses in accord with the following procedure:

1. The Contractor's schedule of values, including quantities, aggregating the total Contract Price, divided so as to facilitate payments to subcontractors as specified herein, shall be the basis for monthly progress payments. This schedule, as shown in the electronic project management system Schedule of Values Process, when approved by the Owner shall be used as a basis for progress payments. In applying for payments, the Contractor shall submit a statement based upon this approved schedule.
2. (a) On a date agreed upon by the Owner, Architect, and Contractor, a meeting shall be held by the Owner to review the work completed and materials on hand. This meeting shall review each item to be submitted by the Contractor in the requisition for payment.

(b) On the first day of each month, or as soon thereafter as practicable, the Contractor shall submit via the electronic project management system Payment Application Process, a statement and all applicable documentation setting forth in detail the cost of the work done and materials delivered to the job site up to and including the last day of the previous month and shall make application for payment of ninety percent (95%) of the amount of said statement, less the aggregate of all previous payments made by the Owner against the Contract Price.

(c) Each statement and application shall be accompanied by an affidavit, executed by the Contractor, certifying that the statement is true and correct, and that all bills for labor, and materials incorporated in or delivered to the job, due and payable at the time of the preceding progress payment, have been paid. The Contractor shall attach a single .pdf file of certified payrolls for all employees on the project as indicated in the electronic project management system Payment Application Process. Before final payment is made, the Contractor shall submit evidence that all payrolls, material bills and other indebtedness incurred in connection with the Contract have been paid, including final waivers of any liens.

3. Each such application for payment shall be subject to the review and approval of the Architect. If the Architect finds that the affidavit and application for payment are acceptable and that all the above requirements in connection therewith have been complied with, the Architect shall, within seven (7) calendar days after receiving such application for payment, certify to the Owner that the payment applied for is due and payable to the Contractor.

4. The issuance of a Certificate for Payment constitutes a representation by the Architect to the Owner, based on the date of the Application for Payment, that the work has progressed to the point indicated, that, to the best of their knowledge, information, and belief, the quality of the work is in accordance with the Contract Documents and that the Contractor is entitled to payment in the amount certified.

The Owner shall make payment in the manner provided in the Agreement within thirty (30) calendar days of receipt of the approved Certificate in the Electronic project management system.

Approval of the Payment Application by the Architect shall not be deemed to represent that the Architect has made exhaustive or continuous on-site inspections to check the quality or quantity of the work or that the Architect has reviewed the construction means, methods, techniques, sequences, or proceedings or that the Architect has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

Section 12.02 – Stored Materials & Equipment

A. The Contractor may submit, no more than thirty (30) calendar days after contract approval and prior to the first application for payment, a written request to Cornell University for permission to invoice for critical materials and equipment ready, but not yet incorporated into the work. For the purpose of this paragraph, "critical materials and equipment" eligible for payment are defined as those items affecting project schedule or budget as determined by Cornell University's evaluation of the project schedule. This includes finished goods normally shipped to the job site in a condition ready for incorporation into the work that require significant time for delivery. Raw materials or work-in-process at a manufacturer's plant location shall not be eligible for such consideration unless the Contractor can demonstrate that Cornell University can save money by purchasing material in bulk quantities at the beginning of the project.

B. Cornell University will be under no obligation to accept such requests.

C. Payment authorized by Cornell University for such "long-lead" critical materials and equipment not yet incorporated in the work will be made provided the Contractor submits Exhibit F and complies with the following:

1. Items shall be listed in the "Total Materials Presently Stored" column on the Application for Payment.
2. Transfer of Title shall be executed and included in the Application for Payment.
3. The method used to store off-site items shall be described in the Contractor's request to invoice for such materials and equipment. Cornell University shall give prior approval of the location of off-site storage. Items requiring special environmental conditions to protect their integrity (temperature, humidity, etc.) shall be continuously stored in such an environment.
4. Items in storage shall be identified as property of Cornell University, and a description of the identification method used shall be submitted in the Application for Payment. Contractor shall maintain all necessary insurance on items in storage.
5. A written and photographic inventory of items and method used to verify such inventory, including Contractor's certification that all quantities have been received in good condition at the job site or other location acceptable to Cornell University shall be submitted with the Application for Payment.
6. A copy of the vendor's invoice is included with the Contractor's invoice. Packing lists will not be accepted.

D. Cornell University retains the right to verify storage by physical inspection prior to payment approval and at any time thereafter. Such payment shall not relieve the Contractor of the responsibility for protecting, safeguarding, and properly installing the equipment or materials. The Warranty and Guarantee period shall not commence until installation and final acceptance of the completed work by Cornell University. The Contractor shall bear the cost of transporting materials stored off-site to the site

E. Each subsequent invoice will restate the prior months' materials and equipment not incorporated in the Work and current month additions and deletions for materials and equipment incorporated into the Work.

F. Upon the making of partial payment by Cornell University, all work, materials, and equipment covered thereby shall become the sole property of Cornell University. Partial payments, however, shall not constitute acceptance of the Contractor's work by Cornell University, nor be construed as a waiver of any right or claim by Cornell University.

Section 12.03 – Retention

A. Retention in the amount of five percent (5%) of the value of the Work done and materials furnished and installed under this Agreement shall be retained by the Owner as part security for the faithful performance of the Contractor's work within the time specified, and shall be paid as indicated in Section 12.06.

B. Cornell University in its sole discretion may, upon the Contractor's application thereof, release retention applicable to a subcontractor, provided that there are no outstanding claims associated with the subcontractor's work and the subcontractor and Contractor submit an acceptable partial or final release when submitting the payment application process. If the project is bonded, a Consent of Surety to the reduction must be attached as well.

Section 12.04 - Withholding Payments

A. The Owner may, on account of contemporaneous or subsequently discovered evidence, withhold or nullify the whole or a part of any Certificate to such extent as may be necessary to protect the Owner from loss on account of:

1. Defective work not remedied.
2. To assure payment of just claims of any persons supplying labor or materials for the work and to discharge any lien filed against the Owner's property.
3. A reasonable doubt that the Contract can be completed for the balance of the Contract Price then unpaid.
4. Damage to another Contractor.
5. Unsatisfactory prosecution of the work by the Contractor.
6. Failure to provide and maintain an acceptable Critical Path Method Network Schedule.

Section 12.05 – Documents and Conditions Precedent to Final Payment

A. As-Built Documentation

1. Prior to acceptance by the Owner of all work covered by the Contract, the Contractor shall furnish to the Owner through the Architect one (1) set of current reproducible full-size Contract Drawings on which the Contractor has recorded in a neat and workmanlike manner all instances where actual field construction differs from work as indicated on the Contract Drawings.

B. Final Documentation:

1. Prior to final payment, and before the issuance of a final certificate for payment in accordance with the provisions of these General Conditions, file the following documents with the Owner.
 - a. Warranties, Bonds, Service & Maintenance Contracts and any other extended guarantees stated in the technical sections of the Specifications.
 - b. Release or Waiver of Lien for the Contractor and Sub-Contractors in accordance with Exhibit B, attached hereto.
 - c. Project Record Documents as defined in General Requirements Section 01 78 39.
 - d. Notification that Final Punch List work has been completed.
 - e. Manufacturers Instruction and Maintenance Manuals as defined in General Requirements Section 01 78 23.
 - f. Fixed Equipment Inventory as defined in General Requirements Section 01 78 22.
2. The Contractor shall also provide a CD containing scanned .pdf format and/or Word Documents of all documentation.

Section 12.06 - Final Payment and Release

A. When the Contractor determines that the work or a designated portion thereof is substantially complete, the Contractor shall prepare for submission to the Owner a list of items to be completed or corrected. This list, prepared by the Contractor, shall constitute a complete detailed list of defects and deficiencies which, when remedied, will complete all Contract requirements. The submittal shall be accompanied by a statement to that effect.

B. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all work in accordance with the Contract Documents. When the Architect, on the basis of an inspection, determines that the work is substantially complete, the Architect will then prepare a Certificate of Substantial Completion.

C. Upon receipt of written notice that the work is ready for final inspection and acceptance, the Architect will promptly make such inspection and, when the Architect finds the work acceptable under the provisions of the Contract Documents, and the Contract fully performed, and if bonds have been required, the written Consent of the Surety to the payment of the balance due, and a satisfactory Release of Lien, attached hereto as Exhibit "B" and made a part of the Contract Documents, has been submitted by the Contractor, each subcontractor and sub-subcontractor, the Contractor will promptly issue a final Certificate for Payment, stating that to the best of their knowledge, information, and belief, and on the basis of their observations and inspections the work has been completed in accordance with the terms and conditions of the Contract Documents, and that the entire balance is due and payable.

D. All prior certificates upon which progress payments may have been made, being estimates, shall be subject to correction to the final certificate.

E. The acceptance by the Contractor of the final payment aforesaid shall constitute a general release of the Owner and its agents or representatives from all claims and liability to the Contractor.

ARTICLE 13 -- TAX EXEMPTION

Section 13.01 - Tax Exemption

A. The Owner is exempt from payment of Federal, State and local taxes, including sales and compensating use taxes on all materials and supplies incorporated into the completed Work. These taxes are not to be included in bids. This exemption does not apply to tools, machinery, equipment or other property leased by or to the Contractor or a Subcontractor, or to supplies and materials which, even though they are consumed, are not incorporated into the completed Work, and the Contractor and Subcontractors shall be responsible for and pay any and all applicable taxes, including sales and compensating use taxes, on said leased tools, machinery, equipment or other property and upon all said unincorporated supplies and materials.

B. The Contractor and Subcontractor shall obtain any and all necessary certificates or other documentation from the appropriate governmental agency or agencies, and use said certificates or other documentation as required by law, rule or regulation.

ARTICLE 14 -- GUARANTEE

Section 14.01 - Guarantee

A. The Contractor, at the convenience of the Owner, shall remove, replace and/or repair at their own costs and expense any defects in workmanship, materials, ratings, capacities or characteristics occurring in or to the work covered by Contract for the period of one (1) year or within such longer period as may otherwise be provided in the Contract, the period of such guarantee to commence with the Owner's final acceptance of all work covered under the Contract, and the Contractor, upon demand, shall pay for all damage to all other work resulting from such defects and all expenses necessary to remove, replace and/or repair such work which may be damaged in removing, replacing or repairing the said defects. Acceptance means final acceptance of the entire work, early partial occupancy notwithstanding

B. In some instances the nature of the work may require the Owner to accept various components, equipment, spaces or phase of the project. In such cases the Contractor shall submit a separate guarantee for the Owner's acceptance on the form attached hereto as Exhibit "C". Upon completion of the project, the Contractor shall submit to the Owner a guarantee for the project on the form attached hereto as Exhibit "C".

ARTICLE 15 -- STANDARD PROVISIONS

Section 15.01 - Provisions Required by Law Deemed Inserted

Each and every provision of law or clause required by law to be inserted in the Contract and made a part hereof, shall be deemed to be inserted herein and, in the event any such provision is not inserted or is not correctly inserted, then upon the application of either party, this Contract shall forthwith be physically amended to make such insertion or correction.

Section 15.02 - Laws Governing the Contract

The Contract shall be governed by the laws of the State of New York, without reference to conflict of law principles. Any and all proceedings relating to the subject matter hereof shall be maintained in New York State Supreme Court, Tompkins County or the federal district court for the Northern District of New York, which courts shall have exclusive jurisdiction for such purposes.

Section 15.03 - Assignments

The Contractor shall not assign the Contract in whole or in part without prior written consent of the Owner.

Section 15.04 - No Third Party Rights

Nothing in the Contract shall create or shall give to third parties any claim or right of action against the Owner, beyond such rights as may legally exist irrespective of the Contract.

Section 15.05 - Waiver of Rights of Owner

A. None of the provisions of the Contract will be considered waived by the Owner except when such waiver is given in writing.

Section 15.06 - Limitation on Actions

No action or proceeding shall be filed or shall be maintained by the Contractor against the Owner unless said action shall be commenced within six (6) months after receipt by the Owner of the Contractor's final requisition or, if the Contract is terminated by the Owner, unless said action is commenced within six (6) months after the date of said termination.

Section 15.07 - Owner's Representative

The Owner shall designate a representative authorized to act in its behalf with respect to the Project. The Owner or its representative shall examine documents and shall render approvals and decisions pertaining thereto promptly, to avoid unreasonable delay in the progress of the Contractor's work. Only directives from Cornell University's designated representative (Joe Solomon) shall be recognized by the Contractor.

Section 15.08 - Cost Escalation / De-escalation

A. The Contract Pricing for all materials, supplies and services will remain firm for the duration of the Contract. Only properly documented and timely advanced notice requests for an actual cost increase in excess of 10% for the subject materials due to a tariff tax imposed that result in significant and actual cost impacts after the date of Bid Proposal will be entertained.

B. A proper request for a cost escalation will:

1. only be considered for advanced, timely noticed, and properly documented materials escalation due to tariffs or natural disasters through no fault of the Contractor; and
2. must be submitted within thirty (30) days of actual tariff related cost escalation exceeding a total cost increase of 10% or more of the commodity's documented bid pricing; and
3. must be approved by the Owner and allowed only on a shared impact at actual pass-through cost basis, absent any mark-ups.

C. Approval of a cost escalation request will be at the sole discretion of the Owner on a shared cost basis. Retroactive cost increase adjustments will not be considered, nor will increases unrelated to tariff taxes. Adjustments to pricing shall be the result of increases at the manufacturer's level pricing incurred after the Contract commencement date that:

1. will not yield a higher profit margin than that reflected in the costs awarded in the original proposal; and
2. clearly identifies the items impacted by the increase; and
3. is accompanied by sufficient documentation, acceptable to the Owner, and subject to audit requirements below.

D. Contractor will be required to provide sufficient documentation to justify the requested cost escalations(s), and Owner will determine the acceptability of documentation and sources. Documentation will include a cost proposal in sufficient detail for the Owner to perform a cost/price analysis upon which the original proposal was made. An evaluation and/or audit will be performed on the cost proposal, as well as other submitted documentation in order to determine if the requested cost increase is a fair and reasonable reflection of the actual material cost increase(s).

E. In addition to the General Conditions Article 17 surrounding Accounting, Inspection and Audit requirements, the Contractor agrees to maintain and retain books and records showing all relevant and original costs included in Contractor bids surrounding the materials and pricing in the asserted cost escalation, as well records satisfactorily demonstrating the actual cost(s) incurred for the subject materials that are asserted to be the result of tariff impacts. Each Sub-Contractor shall be similarly obligated to maintain, for inspection and audit by the Owner, books and records respecting the relevant materials and their original pricing, as well as the subsequent actual cost(s). If requested by the Owner, the Contractor shall furnish copies of any and all relevant documents, subcontracts, purchase orders and/or requisitions of any nature associated with the project and the impacts due to tariffs. The absence of sufficient documentation shall be grounds to deny any claimed escalation in pricing due to tariffs.

F. If the Owner does not find the documentation sufficient to support a cost escalation request on a pass-through basis the Owner reserves the option to counter-offer. When agreed upon by both Parties, the contract cost changes shall be binding on the Contractor. This escalation/de-escalation provision shall apply equally to cost decreases as well as increases. Cost decreases may be considered and implemented at any time during the term of the Contract.

G. All cost escalations/de-escalations shall be processed via a Change Order to the Contract.

ARTICLE 16 – MINORITY AND WOMEN BUSINESS ENTERPRISES

Section 16.01 – Definitions

The terms "Minority-owned business enterprise" ("MBE") or "Women-owned business enterprise" ("WBE") or "minority group member" shall have the same meaning as under Section 310 of the New York State Executive Law, as the same may be from time to time amended.

Section 16.02 – Participation by Minority and Women Business Enterprises

A. The Contractor shall, in addition to any other nondiscrimination provision of the Contract and at no additional cost to Owner, fully comply and cooperate with the Owner in the implementation of MBE and WBE programs. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). The Contractor's demonstration of "good faith efforts" shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State or other applicable federal, state or local laws.

B. The Contractor shall include the provisions of this Article in each and every Agreement and/or Contract in such a manner that the provisions of this Article will be binding upon each subcontractor and supplier as to work in connection with and related to this Agreement.

C. For purposes of this procurement:

With respect to the procurement of goods and services and university contracting, Cornell University shall comply with all applicable state and federal laws, and refrain from discriminating against or considering the following in hiring or contracting: race, sex, sexual orientation, color, national origin, religion, or disability. Cornell's obligations surrounding state programs (MWBE utilization) and federal law regarding non-discrimination obligations continue to be the rule of law.

Section 16.03 – Reports and Records

A. The following forms, attached hereto as Exhibit "D" and made a part of the Contract Documents, are to be used in submitting MBE/WBE Utilization Reports when requested by the Owner.

1. MWBE Utilization Report
2. Workforce Report

B. The Contractor shall provide a single monthly report, or as requested by the Owner, inclusive of all subcontractor information for the project labor and such report must document the use of MWBE businesses in the Contract.

ARTICLE 17 -- ACCOUNTINGS, INSPECTION AND AUDIT

The Contractor agrees to keep books and records showing the actual costs incurred for the Work. Such books and records (including, without limitation, any electronic data processing files used by the Contractor in analyzing and recording the Work) shall be open for inspection and audit by the Owner and its authorized representatives at reasonable hours at the Contractor's local office or at the Owner's office, if necessary, and shall be retained by the Contractor for a period of seven years after the Work has been completed, except that if any litigation, claim or audit is started before the expiration date of the seven year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.. Each Sub-Contractor shall be similarly obligated to maintain, for inspection and audit by the Owner, books and records respecting the Work. If requested by the Owner, the Contractor shall furnish copies of any and all subcontracts, purchase orders and/or requisitions of any nature associated with the project.

ARTICLE 18 – CONTRACTOR PERFORMANCE EVALUATION

At project completion the Owner shall schedule a meeting to review with the Contractor their performance for the project unless performance warrants additional reviews. The Owner may schedule a meeting at fifty percent (50% completion) based on project complexity and/or duration. The Owner shall present its review based on the attached “Contractor Performance Evaluation”, Exhibit G. The Contractor shall be given the opportunity to provide input as to the findings of the evaluation after completion by the Owner.

ARTICLE 19 -- ROYALTIES AND PATENTS

The Contractor shall pay all royalties and license fees and shall defend all suits or claims for infringement of any patents, and shall save Cornell University harmless from loss on account thereof; except that Cornell University shall be responsible for all such loss when a particular process or product is specified by Cornell University unless the Contractor shall have reason to believe that the particular process or product infringes a patent, in which event it shall be responsible for loss on account thereof unless it promptly provides such information to Cornell University.

ARTICLE 20 -- CONFIDENTIALITY AND USE OF OWNER'S NAME

Section 20.01 - Release of Information

The Contractor shall not divulge information concerning the Work (including news releases, social media, internal house organizations, applications for permits, etc.) to anyone without Cornell University's prior written approval, except to subcontractors and suppliers to the extent that they need such information to perform their work. The Contractor shall require a similar agreement from each such subcontractor and supplier, requiring their compliance with the foregoing. Cornell University reserves the right to release all information, as well as to time its release and specify its form and content. The Contractor may obtain Cornell University's approval to release information by submitting such request to the Cornell University Project Manager.

Section 20.02 - Confidential Information

The term "Confidential Information" means all unpublished information obtained or received from Cornell University during the term of this Contract which relates to Cornell University's research, development, manufacturing and business affairs. The Contractor shall not disclose confidential information to any person, except to its employees and subcontractors to the extent that they require it in the performance of their Work, during the term of this Contract and until authorized by Cornell University in writing. The Contractor and its subcontractors shall hold all confidential information in trust and confidence for Cornell University, and shall use confidential information only for the purpose of this Contract. The Contractor and its subcontractors shall require all of their employees to whom confidential information is revealed to comply with these provisions. The Contractor shall have an agreement with each subcontractor, requiring their compliance with the foregoing. If it becomes necessary for the Contractor to defend in case of litigation related to its services rendered, permission shall be sought from Cornell University, who shall not unreasonably withhold such permission, before any disclosures are made. This Section does not apply to information which (1) is or becomes known in public domain or (2) is learned by the Contractor from third parties.

Section 20.03 - Use of Owner's Name on Non-Work Related Content

The Contractor shall not use or permit on the job site, in its external, advertising, marketing program, social media, or other promotional efforts, any date, pictures, or other content unrelated to the Contracted Work, or any representation of the Owner except on the specific written authorization in advance of the Owner's Representative.

ARTICLE 21 -- CORNELL UNIVERSITY STANDARDS OF ETHICAL CONDUCT

Cornell University expects all executive officers, trustees, faculty, staff, student employees, and others, when acting on behalf of the university, to maintain the highest standard of ethical conduct as per Cornell University's Policy 4.6 - Standards of Ethical Conduct, a copy of which is available at <https://policy.cornell.edu/policy-library/standards-ethical-conduct>. This includes treating equally all persons and firms currently doing business with or seeking to do business with or for Cornell University, whether as contractors, subcontractors, or suppliers. Such persons and firms are respectfully reminded that Cornell University employees and their families may not personally benefit from Cornell University's business relationships by the acceptance of gifts or gratuities, defined as a gift in excess of \$75.00 given to a Cornell employee for personal use. Items not considered gifts/gratuities include occasional business meals, items of an advertising nature, and items that are generally distributed to all potential customers. In addition, it is expected that the Contractor's officers and employees shall conduct all business related to this Contract within the highest ethical standards, observing applicable policies, practices, regulations, law, and professional standards. All parties are expected to report violations of this policy to appropriate university personnel. You may file a report to on the web https://secure.ethicspoint.com/domain/en/report_custom.asp?clientid=6357 or contact Cornell University through EthicsPoint by dialing toll-free 1-866-293-3077.

Section 21.01 Private Job Site

Cornell University, its campuses and construction job sites, are private property, owned and operated by a private university. Cornell requires its Contractors, their employees and subcontractors, to conduct job sites under their project control in a professional manner free of discrimination, harassment, and intimidation.

As a private university, Cornell University job sites are neither a public nor quasi-public forums. The Contractor, subcontractors, and their respective employees and visitors to the job sites have no expectation to rights of free expression while working on a Cornell job site, surrounding campus property, or its buildings and grounds. This practice is a content neutral, non-discriminatory, and represents time, place, and manner restrictions of a private employer. A Cornell construction job site is not an appropriate venue for the exercise of personal speech or expression, political or apolitical, offensive or inoffensive, or whether made on an individual's own time. Actions involving flags, posters, shirts, emblems, symbols, protests, messaging and the like are not permitted on the job site and the Contractor controlling the job site shall ensure its subcontractors, all workers, suppliers and visitors to the job site comply with the foregoing. Violations may result in removal from the job site for those responsible.

CORNELL UNIVERSITY**Construction Contract Change Order Forms
Instructions to Change Order Documentation**

Cornell University has several standard forms related to Changes in the Work. These forms have been prepared to comply with contract requirements related to Changes in the Work. The standard Construction Contract Change Order Request and Change Order Summary Forms shall be used to facilitate preparation of change order requests in conformity with construction contract requirements.

These forms shall be used by the Contractor and by all Subcontractors in preparing their respective cost estimates for services associated with the Changed Work for the Owner's consideration and shall include all associated back-up documentation supporting the request.

Direct Cost of the Work:

- 1. Direct Labor** – Include the “wages paid” hourly direct labor and/or foreman necessary to perform the required change. “Wages paid” is the burdened labor rate documented in accordance with Section 2.14 – Project Labor Rates of the General Conditions. “Assigned Personnel or Work Crews” should be stated by trade or type of work performed not by name of person or company title. For example carpenter, mason, backhoe operator, etc. Supervisory personnel in district or home office shall not be included. Supervisory personnel on the job-site, but with broad supervisory responsibility and paid as salaried personnel, shall not be included as Direct Labor
- 2. Direct Material** – Include the acquisition cost of all materials directly required to perform the required change. Examples of “Unit of Measure” include square feet, cubic yards, linear feet, days, gallons, etc.
- 3. Equipment** – Include the rental cost of equipment items necessary to perform the change. For company-owned equipment items, include documentation of internal rental rates. Charges for small tools, and craft specific tools are not allowed.

Bond Premiums

The Contractor's actual documented bond premium rate as entered into the electronic project management Bid Portal Response Form – Step 3 – Additional Required Information Custom Fields at time of bid shall be added to all direct and indirect costs of the proposed change.

Overhead & Profit

The Contractor's overhead & profit rate shall be added to all direct and indirect costs of the proposed change in accordance with the Contract.

CONSTRUCTION CONTRACT CHANGE ORDER REQUEST

DATE: _____ COR # _____

PROJECT TITLE: _____

CONTRACT NO. _____

☐ Name of Contractor/Subcontractor performing Work: _____DESCRIPTION OF WORK: _____

_____**A. DIRECT COST OF WORK:****1 LABOR** (Attach Supporting Documentation)

ASSIGNED PERSONNEL OR WORK CREW

	HOURLY WAGE RATE PAID	HOURS WORKED	TOTAL COST
_____	_____	_____	\$0
_____	_____	_____	\$0
_____	_____	_____	\$0
_____	_____	_____	\$0
LABOR TOTAL			\$0

2 MATERIAL (Attach Supporting Documentation)

MATERIAL REQUIRED FOR CHANGE

	UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST
_____	_____	_____	_____	\$0
_____	_____	_____	_____	\$0
_____	_____	_____	_____	\$0
_____	_____	_____	_____	\$0
MATERIAL TOTAL				\$0

3 EQUIPMENT (Attach Supporting Documentation)

EQUIPMENT REQUIRED FOR CHANGE

	UNIT PRICE	UNIT OF MEASURE	REQUIRED UNITS	TOTAL COST
_____	_____	_____	_____	\$0
_____	_____	_____	_____	\$0
_____	_____	_____	_____	\$0
_____	_____	_____	_____	\$0
_____	_____	_____	_____	\$0
EQUIPMENT TOTAL				\$0

4**DIRECT COST (SUM 1, 2, 3)****\$0****5****OH&P Rate** _____**\$0****6 SUBCONTRACTOR** (Attach Supporting Documentation)

SUB-SUBCONTRACTOR REQD FOR CHANGE

	SUB-SUB COST OF WORK	SUB-SUB MARK UP %	TOTAL COST
_____	_____	_____	\$0
_____	_____	_____	\$0
_____	_____	_____	\$0
SUB-SUBCONTRACTOR TOTAL			\$0

7 OVERHEAD AND PROFIT**OH&P Rate** _____**\$0****TOTAL COST PLUS OH&P (SUM 4, 5, 6, 7)****\$0****8 BOND PREMIUM** (If applicable)**Bond Premium Rate** _____**\$0****TOTAL COR COST****\$0****TOTAL CONTRACT DAYS ADDED/DELETED FROM PROJECT SCHEDULE****0**

CONSTRUCTION CONTRACT CHANGE ORDER SUMMARY

DATE: _____

PCO # _____

PROJECT TITLE:

CONTRACT NO.

CONTRACTOR:

DETAILED DESCRIPTION OF WORK: _____

1 DIRECT COST OF WORK:

NAME OF CONTRACTOR/SUBCONTRACTORS
PERFORMING WORK

TOTAL
COST

TOTAL COST OF PROPOSED CHANGE ORDER ITEM \$0

TOTAL CONTRACT DAYS ADDED/DELETED FROM PROJECT SCHEDULE

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FINAL RELEASE**FINAL WAIVER OF CLAIMS AND LIENS AND RELEASE OF RIGHTS**

Date	_____	Contract Date	_____
Project	_____	Contract Price	_____
Address	_____	Net Extras and Deductions	_____
City	_____	Adjusted Contract Price	_____
County	_____	Amount Previously Paid	_____
State	_____	Balance Due - Final Payment	_____

The undersigned hereby acknowledges that the above Balance Due when paid represents payment in full for all labor, materials, etc., furnished by the below named Contractor or Supplier in connection with its work on the above Project in accordance with the Contract.

In consideration of the amounts and sums previously received, and the payment of \$_____ being the full and Final Payment amount due, the below named Contractor or Supplier does hereby waive and release the Owner from any and all claims and liens and rights of liens upon the premises described above, and upon improvements now or hereafter thereon, and upon the monies or other considerations due or to become due from the Owner or from any other person, firm or corporation, said claims, liens and rights of liens being on account of labor, services, materials, fixtures or apparatus heretofore furnished by the below named Contractor or Supplier to the Project. The premises as to which said claims and liens are hereby released are identified as follows:_____

The undersigned further represents and warrants that he/she is duly authorized and empowered to sign and execute this waiver on his/her own behalf and on behalf of the company or business for which he/she is signing; that it has properly performed all work and furnished all materials of the specified quality per plans and specifications and in a good and workmanlike manner, fully and completely; that it has paid for all the labor, materials, equipment and services that it has used or supplied, that it has no other outstanding and unpaid applications, invoices, retentions, holdbacks, expenses employed in the prosecution of work, chargebacks or unbilled work or materials against the Owner as of the date of the aforementioned last and final payment application; and that any materials which have been supplied or incorporated into the above premises were either taken from its fully-paid or open stock or were fully paid for and supplied on the last and final payment application or invoice.

The undersigned further agrees to defend, indemnify and hold harmless the Owner for any losses or expenses (including without limitation reasonable attorneys' fees) should any such claim, lien or right of lien be asserted by the below named Contractor or Supplier or by any of its or their laborers, material persons or subcontractors.

In addition, for and in consideration of the amounts and sums received, the below named Contractor or Supplier hereby waives, releases and relinquishes any and all claims, rights or causes of action in equity or law whatsoever arising out of through or under the above mentioned Contract and the performance of work pursuant thereto.

The below named Contractor or Supplier further guarantees that all portions of the work furnished and installed are in accordance with the Contract and that the terms of the Contract with respect to this guarantee will remain in effect for the period specified in said Contract.

Sworn to before me this

Corporation or Business Name_____
Day of _____ 20__

By: _____

Title: _____

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GUARANTEE

Date: _____

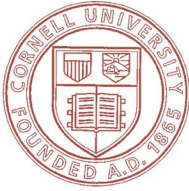
In accordance with plans and specifications and the terms and conditions of our contract with Cornell University dated _____, we hereby guarantee the _____ as found in the specifications for _____, Ithaca, New York to be free
(Project Title)
from defects in materials and workmanship for the period of ____ year(s) from _____, the date of acceptance by the Owner.
(Date)

(COMPANY)

By: _____

Title: _____

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MWBE Utilization Report

PART I – PROJECT INFORMATION

ePM Project No.	Project Name:	Contract Value:
Contractor Name and Address:	Primary Contact Name, Phone Number, Email:	Bid Date:
Contractor's MWBE Contact Name, Phone Number, Email:		

PART II – MWBE LIST *(Update as MWBE firms come under contract, sign and date, resubmit)*

Subcontractor Name, Address, Contact, Email, MBE or WBE <i>(List your firm if also MBE or WBE)</i>	Federal ID Number	Dollar Value of Contract or Purchase Order	Description of Work or Supplies	Subcontractor or Supplier Start and End Dates

(Update totals as MWBE firms are added/subtracted to above list)

Print Name of Principal or Officer:	Title:
Signature:	Date:

PART III – Quarterly Utilization Report *(Subcontractors & Sub-subcontractors fill this out and submit to General Contractor to compile into a single form.)* Double click on table to edit.

[illegible]

**SUMMARY OF BID ACTIVITY WITH MBE AND WBE
SUBCONTRACTORS AND VENDORS**

Please print or type all information, except where a signature is required.

PROJECT: _____

Name of Prime Contract Bidder:

Address (Street, City, State and Zip Code):

Contact Person (Name, Title and Telephone Number):

MBE and WBE Subcontractor/Vendor (Indicate which)	Item/ Trade	Bid Submitted:		Award Status		Date of Elimination
		Date	Amount	Date	Amount	

EXPLANATION OF ELIMINATION: Include meetings held for negotiation, etc.
(Use additional sheet if necessary)

OFFICER OF FIRM:

Name and Title:

Date:

Signature:

PROJECT

WORKFORCE REPORT

(Month/Year)

Prime Contractor, Subcontractor and Sub-Subcontractor's Name	Craft and/or Trade	Total of All Employee Hours By Trade	Non-Hispanic / Caucasian		Black		Hispanic		Asian / Pacific Islander		American Indian / Alaskan Native		Minority Employee Hours as a Percentage of Total Employee Hours	Total Number of Employees		Total Number of Minority Employees
			Hours Male	Hours Female	Hours Male	Hours Female	Hours Male	Hours Female	Hours Male	Hours Female	Male	Female				
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NOTE: The Prime Contractor shall provide a single monthly report inclusive of all subcontractor information for the project.

LABOR RATE BREAKDOWN

PROJECT TITLE:

CONTRACT NO.

CONTRACTOR:

TRADE:

EFFECTIVE DATE:

EXPIRATION DATE:

Base Hourly Rate:

\$

Payroll Taxes and Insurance**% per Hour**

F.I.C.A.

Federal Unemployment (*Base on 1500 hours of work*)State Unemployment (*Base on 1500 hours of work*)

* Worker's Compensation

* Bodily Injury & Property Damage

Disability

TOTAL

%

Payroll Taxes and Insurance Rates: Base Rate (x) Total % =

\$

* Rates are net Contractor cost after premium discounts and experience modifications have been applied against manual rate.

Supplemental Benefits**\$ per Hour**

Vacation

Health & Welfare

Pension

Annuity

Education / Training

Industry

Total Hourly Fringe Benefits

\$

Hourly Labor Rate: Base Rate, Taxes/Insurance and Fringe Benefits

\$

Adjustment for a composite rate which includes apprentices:

\$

CONTRACTOR'S CERTIFICATION

I certify that the labor rates, insurance enumerations, labor fringe enumerations and expenses are correct and in accordance with actual and true cost incurred.

Signature of Authorized Representative:

Print Name:

Print Title:

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**STORED MATERIALS INVOICING
DOCUMENTATION**

PROJECT TITLE:

CONTRACTOR:

SUBCONTRACTOR:

CONTRACT NO.

REASON FOR REQUEST:

APPLICATION FOR PAYMENT NO. _____

DATE:

1 Material Identification

Description:

Quantity:

Provide Specific Location of Materials Stored:

2 Material Value

☐ Attach an Invoice or Quantified Statement of Value.

\$

3 Certificate of Insurance

☐ Attach a Certificate of Insurance for the above specified materials. Certificate shall name "Cornell University" as a loss payee with respect to the specified materials.

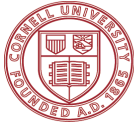
4 Transfer of Title

The Contractor hereby agrees to transfer complete ownership of all listed materials to Cornell University at the time payment is made to Contractor for the above referenced Application for Payment. The Contractor remains responsible for all contractual requirements for the above listed materials including complete installation and providing of all warranties.

Signed:

Date:

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Cornell University

**Contractor Performance
Evaluation**

Project Information

Project Name: _____

Date Of Evaluation _____

Project Number _____

Evaluators;

Project Team _____

Campus _____

Project Start Date _____

Substantial Completion _____

Contractor _____

Prequalification Status _____

Original Contract Amount _____

Total Change Order Amount _____

Contractor Project Manager _____

Initial Evaluation _____

Contractor Superintendent _____

Final Evaluation _____

Type Of Contract

Prime Contractor _____

Subcontractor _____

Construction Manager _____

Project Comments/Description

Performance Evaluation

Please give one rating for each category. Add comments as required to justify your rating.

Fails to Achieve Expectation	Needs Improvement	Fully Achieve Expectation	Freq Exceeds Expectation	Cons Exceed Expectation
1	2	3	4	5

1 Quality of Workmanship

Rate this contractor's performance in regards to quality of work

- a. Compliance with project drawings and specifications
- b. Workmanship quality and accuracy
- c. Tools- quality and sufficient quantity
- d. Equipment - sufficient quantity and operating condition
- e. Quality of jobsite craft personnel

Comments:

2 Scheduling/Productivity

Rate this contractor's performance with regard to producing and meeting contract schedules and milestones

- a. Project schedule quality and completeness
- b. Controlling of project schedule
- c. Manpower allocation for maintaining schedule
- d. Material deliveries to support project schedule
- e. Ability to meet substantial completion date and project milestones
- f. Productivity of work force
- g. Ability to deal with added work and unforeseen issues.

Comments:

3 Subcontractor Management

Rate this contractor's ability, effort and success in managing and coordinating subcontractors (if no subcontractors rate overall management performance)

Comments:

3A Major subcontractor performance(score not added in final Contractor Evaluation)

For contractor information only

- a. Plumbing Contractor overall Performance

Comments:

- b. HVAC Contractor overall Performance

Comments:

- c. Electrical Contractor overall Performance

Comments:

Fails to Achieve Expectation	Needs Improvement	Fully Achieve Expectation	Freq Exceeds Expectation	Cons Exceed Expectation
1	2	3	4	5

4 MBE/WBE Participation

Rate this contractor's MBE/WBE solicitation effort and participation for this project for, Project Team, Subcontractors, Material Vendors

Comments:

5 Safety

Rate this contractor's performance in regards to project safety

- a. Timely submission of site specific safety program
- b. Knowledge of OSHA standards
- c. Implementation of safety rules and regulations
- d. Promotion and creation of safety awareness
- e. Daily overall housekeeping
- f. Safety record
- g. Response to safety concerns
- h. Awareness of public safety

Comments:

6 Contract Administration

Rate this contractor's performance in regards to contract administration as per criteria below

- a. Timely submission of complete and correct documentation required for insurance and bond
- b. Change order processing
- c. Timely submission of RFI's, Shop Drawings, and change orders
- d. Subcontractor payments made promptly
- e. Timely submission of complete and correct payment applications
- f. Quality of paperwork

Comments:

7 Working Relationships

Rate this contractor's working relationships with other parties (Cornell, Design Team, subcontractors, ect.)

Comments:

Fails to Achieve Expectation	Needs Improvement	Fully Achieve Expectation	Freq Exceeds Expectation	Cons Exceed Expectation
1	2	3	4	5

8 Supervisory Personnel Rating

Rate the overall performance of this contractor's on site supervisory personnel and project management staff

Comments:

9 Contract Close-Out

Rate this contractor's overall ability to efficiently close out the project

- a. Timely completion of all punchlist items
- b. Timely resolution of all outstanding change orders
- c. Timely submission of all close out documents(O&M's, As-Built's, warranties, final releases and consent of surety)
- d. Quality of close out documentation and timely completion of any outstanding audit questions

Comments:

Summary Sheet

Project: _____

Contractor: _____

Performance Categories	Rating Per Category	Weight %	Scoring
1 Quality of Workmanship	0	15.00%	0
2 Scheduling	0	10.00%	0
3 Subcontractor Management	0	10.00%	0
4 MBE/WBE Participation	0	10.00%	0
5 Safety	0	10.00%	0
6 Contract Administration	0	10.00%	0
7 Working Relationships	0	10.00%	0
8 On Site Supervisory Personnel Rating	0	18.00%	0
9 Contract Close Out	0	7.00%	0

Over All Rating

0

Rating Reference	
Fails to achieve expectation	1
Needs improvement	2
Fully achieves expectation	3
Frequently exceeds expectation	4
Consistently exceeds expectatio	5

OWNER COMMENTS:

OWNER COMMENTS on 3A Ratings:

CONTRACTOR COMMENTS:

(To be completed by Contractor prior to Owner/Contractor discussion meeting)

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GENERAL REQUIREMENTS

FOR

**REIS TENNIS CENTER - SQUASH TEAMS
LOCKER ROOM RENOVATION**

**CORNELL UNIVERSITY
ITHACA, NEW YORK**

JUNE 8, 2026

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SECTION 01 11 00 SUMMARY OF WORK

1.0 GENERAL

1.1 DESCRIPTION

A. Work to be Done

1. Provide dedicated locker room space while restricting public access to each squash team locker room at Reis Tennis Center. Scope also includes facility renovations featuring new lockers, upgraded lighting, and fresh paint.

B. The Scope of the Work

1. The scope of the Work in all SECTIONS of this Specification shall consist of the furnishing of all labor, materials, equipment and appliances and the performance of the Work required by the Contract Documents and/or by the conditions at the site, joining all parts of this Work with itself and the Work of others to form a complete, functioning entity.
2. Items not specifically mentioned in the Specifications or shown on the drawings, but which are inherently necessary to make a complete working installation, shall be included.
3. It is the intent and purpose of the Contract Documents to cover and include under each item all materials, machinery, apparatus, and labor necessary to properly install materials and equipment, adjust and put into perfect operation the respective portions of the installation specified and to so interconnect the various items or sections of the Work as to form a complete and operating whole. Any equipment, apparatus, machinery, material and small items not mentioned in detail, and labor not hereinafter specifically mentioned, which may be found necessary to complete or perfect any portion of the installation in a substantial manner, and in compliance with the requirements stated, implied, or intended in the Contract Documents, shall be furnished without extra cost to the Owner. The Contractor shall provide the greatest quantity, highest quality, highest degree of safety, and most stringent material, equipment or work. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work and/or materials unless otherwise directed by written addendum to the Contract.

1.2 WORK UNDER OTHER CONTRACTS

- A. The Contractor shall cooperate with other contracts performing related work, including providing labor, materials and other costs necessary to satisfactorily coordinate the Contract Work with work performed under others contracts.
- B. New York State Electric & Gas (NYSEG):
 - 1. Contractor shall be responsible for the project management of NYSEG work including coordinating any scheduling associated with the Project.
 - 2. The Owner shall be responsible for the cost associated with the work to be performed by NYSEG. No NYSEG costs shall be carried in the Contractor's bid.

1.3 SCHEDULE OF OWNER FURNISHED ITEMS

- A. Owner to provide wood lockers from All Wood Lockers. Vendor will ship all equipment and turn it over to the Contractor for installation. Owner and Contractor shall coordinate the order, delivery dates of lockers.
- B. The Contractor shall receive, unload, store and install Owner furnished equipment as shown on the plans.
- C. Storage
 - 1. Upon written acknowledgment by Contractor of receipt in proper condition, the Contractor shall maintain responsibility for proper storage and protection of the equipment. Provide insurance for the Owner-furnished products up to the time of Final Acceptance by the Owner.
- D. Receiving and Unloading
 - 1. The Contractor shall be responsible for logging in, checking and verifying receipt of items and shall be responsible for confirming that the quantities and condition of the materials are appropriate for installation and the completion of the Work of the project.
 - 2. The Contractor shall note any damage and/or short count on the Bill of Loading for any Owner Furnished Equipment received at the storage facility, such listing of damages or short count being required to establish the Owner's potential claim against the carrier. The Contractor shall also notify the Owner directly on any such damage and/or short count.
 - 3. Unload Owner Furnished Equipment at the job site using necessary care and equipment as required to handle the equipment in a safe manner.
 - 4. Use adequate numbers of skilled workers necessary to handle, receive and install Owner Furnished Equipment.
 - 5. Install Owner Furnished Equipment as called for in the Drawings or in these Specifications.

E. Installation

1. Install products in conformance with manufacturer's installation instructions.
2. Provide interconnecting structures, equipment, piping, electrical and instrumentation work, finish painting, and appurtenances to achieve a complete and functional system.

F. Use of Materials

1. The Contractor shall be responsible for the use of Owner provide materials in an efficient manner in accordance with industry standards and best practices to reduce waste materials.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

*****END OF SECTION 01 11 00*****

SECTION 01 14 00 WORK RESTRICTIONS

1.0 GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 1 Specification Sections, apply to this Section.

1.2 CONTRACTOR USE OF PREMISES

- A. All traffic and pedestrian control measures shall be compliant with the **National Manual on Uniform Traffic Control Devices for Streets and Highways (MUTCD)** and **17 NYCRR Chapter V** (New York Supplement), (<https://www.dot.ny.gov/mutcd>) and all other local laws and regulations.
- B. The Contractor shall carry on the Work in the manner which will cause the least interruption to pedestrian and vehicular traffic and permit access of emergency vehicles at all times.
- C. The Work shall be scheduled and performed in such a manner that at least one lane of traffic will be maintained on all public streets. Two flag persons, equipped with adequate means of communication, must be provided for any activity blocking a traffic lane. One lane of traffic must be maintained at all times. Where traffic must cross open trenches, the Contractor shall provide suitable bridges and railings; including pedestrian bridges.
- D. The Contractor shall maintain 20' minimum fire lane access to all facilities in the area, unless pre-approved by the University Fire Marshall office and local fire official.
- E. The Contractor shall post and maintain flag persons and suitable signs indicating that construction operations are under way and other warning signs as may be required.
- F. The Contractor shall safeguard the use by the public and Owner of all adjacent highways, roadways and footpaths, outside the Contract Limit Lines (work area), and shall conform to all laws and regulations concerning the use thereof, especially limitations on traffic and the movement of heavy equipment. Access to the site for delivery of construction materials and/or equipment shall be made only at the locations shown in the Contract Documents or approved by the Owner's Representative.
- G. The Contractor shall make every effort to keep dirt and debris from making its way to roadways. The Contractor shall immediately remove dirt and debris which may collect on permanent roadways due to the Work.
- H. The Contractor shall limit the extent of its activities to that area of the site defined on the Contract Drawings as being within the Contract Limit Lines.

- I. For that portion of the Work required under this Contract which must be performed in other than the defined areas both on-site and off, including operations involving delivery and removal of materials, the Contractor shall schedule and coordinate its activities through the Owner's Representative, to meet the approval of the Owner and minimize disruption of the normal scheduled activities of the occupants of adjacent spaces.
- J. It is the Owner's expectation that the Contractor will take protective measures to minimize damage caused by construction activities including, but not limited to, the use of personnel lifts, material handling equipment, on-site material storage, etc. All portions of the site, including the staging area and those areas affected by the Work, shall be returned to their original condition after completion of Work. Such repair work shall include lawn restoration and reseeding, if required, and shall be included in the Contractor's Guarantee of Work.
- K. Routes to and from the location of the Work shall be as indicated in the Contract or as directed by the Owner's Representative. Temporary roadways shall be closed only with prior approval of the Owner's Representative.

1.3 UNIVERSITY CLOSURES

- A. In the event of University closure, the Contractor should use their judgement, follow their internal guidance on continuity of operations, and the direction of law enforcement, as to whether or not they will maintain operations on construction sites on campus. They should make this decision with the awareness that Cornell response to any project needs (shutdowns, emergencies) will not be possible and the maintenance of roads and walks will not be to normal operating standards.
- B. With your safety as a top priority, the Cornell University Police allows you the ability to take advantage of our Emergency Mass Notification System that enables your cellphone to become a personal safety device for you. Contractor's wishing to participate may text the following: **CornellAlert** to **67283** and you will be set up to receive alert messages. Be advised that you may stop receiving messages at any time by sending "stop" to **CornellAlert**. There will also be a system generated "stop" every year on August 1st at which point you will need to send the text **CornellAlert** to re-enlist.

1.4 WATER USE RESTRICTION

- A. The Contractor shall adhere to any University issued Water Use Restrictions in place at the time of construction.

1.5 PARKING

- A. The Owner may designate an area for parking of essential Contractor vehicles on the project site.
- B. The Contractor shall make all arrangements, and bear the cost, for transportation of all trade persons from the designated parking area to the construction site as necessary.

- C. It should be noted that there is a fee for all parking on the Cornell University campus. The Contractor is responsible for the payment for all parking costs imposed by the Owner. The Contractor should contact the Project Manager (Joe Solomon) for additional information. The Contractor will be required to complete a "New Construction Employee Form" for each permit requested. This form may be found at <https://fcs.cornell.edu/forms-templates>.
- D. Contractor shall cooperate with Transportation Services and/or other authorities having jurisdiction, as follows:
 - 1. Ensure parking by all employees of the Contractor, Subcontractors, material suppliers, and others connected with this project only within construction fence or the designated parking area.
 - 2. Prohibit employees from parking in any other areas, roads, streets, grounds, etc.
 - 3. Discharge any employee refusing to comply with these requirements.
 - 4. Ensure proper transportation of personnel between the designated parking area and the construction site.
- E. The Contractor shall remove from the parking area and staging area all temporary trailers, rubbish, unused materials, and other materials belonging to the Contractor or used under the Contractor's direction during construction or impairing the use or appearance of the property and shall restore such areas affected by the Work to their original condition, and, in the event of its failure to do so, the same shall be removed by the Owner at the expense of the Contractor, and the Contractor shall be liable therefore.

1.6 CHANGEOVERS AND CONTINUITY OF SERVICES

- A. Make all changeovers, tie-ins and removals, etc., of any part of the Work that would affect the continuity of operation of the adjacent services at approved times that will not interfere with the Owner's operations. Secure approval of Owner before proceeding.
- B. Make all necessary temporary connections required to permit operation of the building services and/or equipment. Remove the connections after need has ceased.
- C. The Contractor may be permitted to make changeovers during normal working hours at the Owner's discretion. Should the Contractor perform this Work outside of normal working hours, no extra payment will be made for resulting overtime expenses.
- D. When connecting new facilities do not shut off any existing Mechanical/Electrical facilities or services without prior written approval of Owner's Representative.
- E. The Contractor shall not, except in an emergency condition, shutdown any utility without the express permission of the Owner's Representative. Major shutdowns of utilities, affecting life safety or outside contract limit lines, will be performed by Cornell University to enable Contractor to perform required Work. Major shutdowns shall be defined as those affecting life safety or which are outside the project site limits.

- F. Maintain domestic water and firewater in service at all times. No service may be out for more than twenty-four (24) hours. Maintain firewater flow capability (hose, if necessary) to all buildings and coordinate with Cornell Utilities, Cornell Environment, Health and Safety (EHS), and Authority Having Jurisdiction (AHJ).
- G. All shutdowns to be scheduled a minimum of seven (7) calendar days in advance and requests shall be submitted via ePM system to the Owner's Representative.
- H. IN THE EVENT OF AN EMERGENCY WHERE THE OWNER'S REPRESENTATIVE IS NOT AVAILABLE, THE CONTRACTOR SHALL DIAL 911 IMMEDIATELY.

1.7 OBSTACLES, INTERFERENCE AND COORDINATION

A. General

- 1. Plans show general design arrangement. Install Work substantially as indicated and verify exact location and elevations; DO NOT SCALE PLANS.
- 2. Due to small scale of Drawings, it is not possible to indicate all offsets, fittings, changes in elevations, interferences, etc. Make necessary changes in the Work, equipment locations, etc., after notification to the Owner's Representative and Architect. Obtain approval from same, as part of Contract, to accommodate work to obstacles and interferences encountered.
- 3. Obtain written approval for all major changes before installing. If requested, submit drawings, detailing all such deviations or changes.
- 4. Exposed to view mechanical units, ductwork, conduit, pipes or other building equipment are essential parts of the artistic effect of the building design and shall be installed in locations as shown on the drawings. Conformance to given dimensions and alignments with the structural system, walls, openings, indicated centerlines are a requirement of the Contract and the Contractor shall familiarize himself with the critical nature of proper placement of these items. The Contractor shall notify the Architect of conflicts which would cause such equipment to be installed in locations other than as indicated on the Drawings. The Contractor shall not proceed with the installation of exposed to view mechanical units, ductwork, conduit, pipes, etc. until all conflicts have been identified by the Contractor and resolutions to conflicts approved by the Architect.

B. Interference

- 1. Install Work so that all items are operable and serviceable and avoid interfering with removal of rails, filters, belt guards and/or operation of doors, etc. Provide easy and safe access to valves, controllers, motor starters and other equipment requiring frequent attention.

1.8 EQUIPMENT ARRANGEMENTS

- A. Since all equipment of equal capacity is not necessarily of same arrangement, size of construction, these Plans are prepared on basis of one manufacturer as "basis-of-design equipment", even though other manufacturers' names are mentioned.

- B. If Contractor elects to use specified equipment other than "design equipment" which differs in arrangement, size, etc., the Contractor does so subject to following conditions:
1. Submit detailed drawings indicating proposed installations of equipment and showing maintenance and service space required.
 2. If revised arrangement meets approval, make all required changes in the work of all trades, including but not limited to louvers, panels, structural supports, pads, etc. at no increase in Contract. Provide larger motors and any additional control devices, valves, fittings and other miscellaneous equipment required for proper operation of revised layout, and assumes responsibility for proper location of roughing in and connections by other trades.
 3. If revised arrangement does not meet approval because of increase in pressure loss, possibility of increase in noise, lack of space or headroom, insufficient clearance for removal of parts, or for any other reason, provide equipment which conforms to Contract Drawings and Specifications.

1.9 EXISTING EQUIPMENT, MATERIALS, FIXTURES, ETC.

- A. Where existing equipment, piping, fittings, etc. are to be removed, Contractor shall submit complete list to Owner. All items that Owner wishes to retain shall be carefully removed and salvaged and delivered to building storage where directed by Owner. Items that Owner does not wish to retain shall be removed from the site and legally disposed.

1.10 EXAMINATION OF PREMISES, DRAWINGS, ETC.

- A. Before Submitting Proposal
1. Examine all Drawings and Specifications relating to work of all trades to determine scope and relation to other work.
 2. Examine all existing conditions affecting compliance with Plans and Specifications, by visiting site and/or building.
 3. Ascertain access to site, available storage and delivery facilities.
- B. Before Commencing Work on Any Phase or in any Area
1. Verify all governing dimensions at site and/or building.
 2. Inspect all adjacent work.
- C. Tender of Proposal Confirms Agreement
1. All items and conditions referred to herein and/or indicated on accompanying Drawings.
 2. No consideration, additional monies or time extensions will be granted for alleged misunderstanding.

D. Existing or Archived Drawings

1. Existing or Archived drawings of impacted buildings are appended in electronic format only for reference and informational purposes. These historic drawings are not to be considered contract drawings and are provided "FOR INFORMATION ONLY". The Owner makes no representation as to the accuracy of the drawings as representing current conditions.

1.11 STAND DOWN DATES

- A. Strict and effective enforcement by Contractor's management and supervision of the following dates and hours is required.

1. **Student and Campus Life**

Residence Halls Open

August 17, 2026

- ❖ No deliveries, no hauling materials into or out of the project site.
- ❖ All work to be contained to the fenced area of the project site.

1.12 WORKING HOURS

- A. Normal work hours are 7AM-dusk Monday-Saturday except during above noted restrictions. This means that Contractor shall not permit any noise generating activities that could disturb campus occupants or residents to take place outside of these hours. Should any conditions necessitate work to extend beyond these hours – Contractor may submit a detailed request with reasonable advance notice to Cornell. Cornell (at its sole discretion) may issue a written relaxation of the above but Contractor is advised never to assume that it will be granted.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

*****END OF SECTION 01 14 00*****

SECTION 01 25 00 SUBSTITUTIONS AND PRODUCT OPTIONS

1.0 GENERAL

1.1 DESCRIPTION

- A. The Contractor shall furnish and install the products specified, under the options and conditions for substitutions stated in this Section.

1.2 DEFINITIONS

- A. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
1. Substitutions for Cause: Changes proposed by Contractor that are required due to changed Project conditions that are beyond the Contractor's control, such as unavailability of product, or regulatory changes.
 - a. Products that are not available from Contractor's preferred suppliers does not constitute unavailability of product.
 2. Substitutions for Convenience: Changes proposed by Contractor or Owner that are not required in order to meet other Project requirements but may offer advantage to Contractor or Owner.
- B. Products: Items obtained for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature that is current as of date of the Contract Documents.
 2. New Products: Items that have not previously been incorporated into another project or facility. Items salvaged from other projects are not considered new products. Items that are manufactured or fabricated to include recycled content materials are considered new products, unless indicated otherwise.
 3. Comparable Product: Product that is demonstrated and approved through submittal process to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

- C. Basis-of-Design Product Specification: A specification in which a specific manufacturer's product is named and accompanied by the words "basis-of-design product," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of additional manufacturers named in the specification.

1.3 ACTION SUBMITTALS

- A. Substitution Requests: Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. In addition to submission of Substitution Request Form, substitutions shall be listed on the Bid Proposal Submission Form with description, specification references, and corresponding change in base bid

1.4 PRODUCTS LIST

- A. Within thirty (30) days after the award of Contract, submit to the Architect a complete list of products which are proposed for installation.
- B. Tabulate the products by listing under each specification section title and number.
- C. For products specified only by reference standards, list for each such product:
 - 1. Name and address of the manufacturer.
 - 2. Trade name.
 - 3. Model or catalog designation.
 - 4. Manufacturer's data:
 - a. Reference standards.
 - b. Performance test data.

1.5 QUALITY ASSURANCE

- A. Compatibility of Substitutions: Investigate and document compatibility of proposed substitution with related products and materials. Engage a qualified testing agency to perform compatibility tests recommended by manufacturers.
- B. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, select product compatible with products previously selected, even if previously selected products were also options.
 - 1. Contractor is responsible for providing products and construction methods compatible with other products and construction methods.

2. If a dispute or compatibility issue arises over concurrently selectable but incompatible products, Architect will determine which products shall be used.

1.6 PROCEDURES

- A. Coordination: Modify or adjust affected Work as necessary to integrate Work of accepted substitutions and approved comparable products.

1.7 EQUIVALENTS – APPROVED EQUAL

- A. Equivalents or Approvals - General

1. The words “similar and equal to”, or “or equal”, “equivalent” and such other words of similar content and meaning shall for the purposes of this Contract be deemed to mean similar or equivalent to one of the named products. For the purposes of Paragraph A and B of this Section 1.4 and for the purposes of Bidding Documents, the word “products” shall be deemed to include the words “articles”, “materials”, “items”, “equipment” and “methods”. Whenever in the Contract documents one or more products are specified, the words “similar and equal to” shall be deemed inserted.
2. Whenever any product is specified in the Contract documents by a reference to the name, trade name, make or catalog number of any manufacturer or supplier, the intent is not to limit competition, but to establish a standard of quality which the Architect has determined is necessary for the Project. The Contractor may at its option use any product other than that specified in the Contract Documents provided the same is approved by the Architect in accordance with the procedures set forth in Paragraph B of this Section 1.4. In all cases the Architect shall be the sole judge as to whether a proposed product is to be approved and the Contractor shall have the burden of proving, at its own cost and expense, to the satisfaction of the Architect, that the proposed product is similar and equal to the named product. In making such determination the Architect may establish such objective and appearance criteria as it may deem proper that the proposed product must meet in order for it to be approved.
3. Nothing in the Contract Documents shall be construed as representing, expressly or implied, that the named product is available or that there is or there is not a product similar and equal to any of the named products and the Contractor shall have and make no claim by reason of the availability or lack of availability of the named product or of a product similar and equal to any named product.
4. The Contractor shall have and make no claim for an extension of time or for damages by reason of the time taken by the Architect or by reason of the failure of the Architect to approve a product proposed by the Contractor.
5. Request for approval of proposed equivalents will be received by the Architect only from the Contractor.

B. Equivalents or Approvals After Bidding

1. Request for approval of proposed equivalents will be considered by the Architect after bidding only in the following cases: (a) the named product cannot be obtained by the Contractor because of strikes, lockouts, bankruptcies or discontinuance of manufacturer and the Contractor makes a written request to the Architect for consideration of the proposed equivalent within ten (10) calendar days of the date it ascertains it cannot obtain the named product; or (b) the proposed equivalent is superior, in the opinion of the Architect, to the named product; or (c) the proposed equivalent, in the opinion of the Architect, is equal to the named product and its use is to the advantage of the Owner, e.g., the Owner receives an equitable credit, acceptable to it, as a result of the estimated cost savings to the Contractor from the use of the proposed equivalent or the Owner determines that the Contractor has not failed to act diligently in placing the necessary purchase orders and a savings in the time required for the completion of the construction of the Project should result from the use of the proposed equivalent; or (d) the proposed equivalent, in the opinion of the Architect, is equal to the named product and less than ninety (90) calendar days have elapsed since the Notice of Award of the Contract.
2. Where the Architect pursuant to the provisions of this Section 1.4 approves a product proposed by the Contractor and such proposed product requires a revision or redesign of any part of the Work covered by this Contract, all such revision and redesign and all new Drawings and details required therefore shall be subject to approval of the Architect and shall be provided by the Contractor at its own cost and expense.
3. Where the Architect pursuant to the provisions of this Section approves a product proposed by the Contractor and such proposed product requires a different quantity and/or arrangement of ductwork, piping, wiring, conduit or any other part of the Work from that specified, detailed or indicated in the Contract Documents, the contractor shall provide the same at its own cost and expense.

1.8 CONTRACTOR'S OPTIONS

- A. For products specified only by reference standard, select any product meeting that standard, by any manufacturer.
- B. For products specified by naming several products or manufacturers, select any one of products and manufacturers named.
 1. Products:
 - a. Restricted List (Products): Where Specifications include paragraphs or subparagraphs titled "Products" or that include the phrase "provide one of the following", and include a list of names of both manufacturers and products, provide one of the products listed that complies with requirements. Comparable products for Contractor's convenience will not be considered.
 - Substitutions may be considered, unless otherwise indicated.

- b. Non-restricted List (Available Products): Where Specifications include paragraphs or subparagraphs titled “Available Products” or that include the phrase “include, but are not limited to, the following”, and include a list of names of both available manufacturers and products, provide one of the products listed, or an unnamed product, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed product.
- 2. Manufacturers:
 - a. Restricted List (Manufacturers): Where Specifications include paragraphs or subparagraphs titled “Manufacturers” or that include the phrase “provide products by one of the following”, and include a list of manufacturers' names, provide a product by one of the manufacturers listed that complies with requirements. Comparable products for Contractor's convenience will not be considered.
 - Substitutions may be considered, unless otherwise indicated.
 - b. Non-restricted List (Available Manufacturers): Where Specifications include paragraphs or subparagraphs titled “Available Manufacturers” or that include the phrase “include, but are not limited to, the following”, and include a list of available manufacturers, provide a product by one of the manufacturers listed, or a product by an unnamed manufacturer, that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
- 3. Basis-of-Design Product: Where Specifications name a product, or refer to a product indicated on Drawings, and include a list of manufacturers, provide the specified or indicated product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Contractors shall be responsible for accommodating differences in dimensions, connection locations, and other information in order to effect a complete functioning system should a component other than basis of design be submitted.
 - a. Restricted List (List of Manufacturers): Where Specifications include paragraphs or subparagraphs titled “Basis-of-Design Product”, and include a list of other manufacturers' names, provide the specified or indicated product or a comparable product by one of the other named manufacturers that complies with requirements.
 - Comply with requirements in "Comparable Products" Article for consideration of an unnamed product by one of the other named manufacturers.
 - Substitutions may be considered, unless otherwise indicated.

- b. Non-restricted List (No List of Manufacturers): Where Specifications include paragraphs or subparagraphs titled "Basis-of-Design Product", and do not include a list of other manufacturers' names, provide the specified or indicated product or a comparable product by another manufacturer that complies with requirements. Comply with requirements in "Comparable Products" Article for consideration of an unnamed manufacturer's product.
- C. For products specified by naming one or more products or manufacturers and stating "or equal", the Contractor shall submit a request as for substitutions, for any product or manufacturer not specifically named. Such substitution shall have been listed on Bid Proposal Submission Form as required in Instructions to Bidders. If not so listed, no substitution will be allowed.
- D. For products specified by naming only one product and manufacturer, no option and no substitution will be considered unless listed on the Bid Proposal Submission Form as provided in the Instructions to Bidders. Base Bid must include the specified product or manufacturer. Substitutions will be at the sole discretion of the Owner.

1.9 SUBSTITUTIONS

- A. Substitutions for Cause: Submit requests for substitution immediately on discovery of need for change, but not later than 21 days prior to time required for preparation and review of related submittals.
- B. Substitutions for Convenience: Submit requests for substitution within thirty (30) days of contract award.
- C. Submit a separate request for each substitution. Support each request with:
 - 1. Completed "Request for Substitution" form in the ePM system. A request for substitution of a product, material, or process for that specified in the Contract Documents must be formally submitted as such accompanied by evidence that the proposed substitution {1} is equal in quality and serviceability to the specified item; {2} will not entail changes in detail and construction of other work; {3} will be acceptable to the Architect and Owner's Design Consultant's in achieving design and artistic intent; and {4} will not result in a cost and/or schedule disadvantage.
 - 2. Complete data substantiating compliance of the proposed substitution with requirements stated in Contract Documents:
 - a. Product identification, including manufacturer's name and address.
 - b. Manufacturer's literature; identify:
 - Product description.
 - Reference standards.
 - Performance and test data.

- c. Samples, as applicable.
 - d. Name and address of similar projects on which product has been used, and the date of each installation.
- 3. An itemized comparison of the proposed substitution with the product specified listing any variations.
- 4. Data relating to any changes in the construction schedule.
- 5. The effect of the substitution on each separate contract of the Project.
- 6. List any changes required in other work or projects.
- 7. Designate any required license fees or royalties.
- 8. Designate availability of maintenance services, and source of replacement materials.
- D. Substitutions shall not result in additions to the Contract Sum.
- E. Substitutions will not be considered as having been accepted when:
 - 1. They are indicated or implied on shop drawings or product data submittals without a formal request from the Contractor.
 - 2. They are requested by a Subcontractor or supplier.
 - 3. The acceptance will require substantial revision of Contract Documents.
- F. Substitute products shall not be ordered or installed without written acceptance of the Owner.
- G. The Owner and the Architect shall be the sole judges of the acceptability of a proposed substitution.

1.10 COMPARABLE PRODUCTS

- A. Conditions for Consideration: Contractor's request for approval of comparable product will be considered when the following conditions are satisfied. If the following conditions are not satisfied, Architect may reject or return requests without action, except to record noncompliance with these requirements. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product or manufacturer:
 - 1. Evidence that the proposed product does not require revisions to the Contract Documents that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
 - 2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, sustainable design characteristics, warranties, and specific features and requirements indicated. Indicate deviations, if any, from the product specified.

3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

1.11 CONTRACTOR'S REPRESENTATION

- A. In making a formal request for a substitution the Contractor represents that:
1. By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor thereby represents that he has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previous Shop Drawings, Product Data, or Samples and compliance with all the requirements of the Contract Documents. The accuracy of all such information is the responsibility of the Contractor.
 2. The Contractor has personally investigated the proposed product and has determined that it is equal to or superior in all respects to that specified.
 3. The Contractor will provide the same warranties or bonds for the substitution as for the product specified.
 4. The Contractor will coordinate the installation of an accepted substitution into the Work, and will make such changes as may be required for the Work to be complete in all respects.
 5. The Contractor waives all claims for additional costs related to the substitution which may subsequently become apparent.

1.12 ARCHITECT'S DUTIES

- A. Review Contractor's requests for substitutions with reasonable promptness.
- B. Transmit evaluations and recommendations to the Owner, so that the Owner can notify the Contractor of the decision for acceptance or rejection of the request for substitution.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

*****END OF SECTION 01 25 00*****

SECTION 01 31 19 PROJECT MEETINGS

1.0 GENERAL

1.1 DESCRIPTION

- A. The Owner will schedule and administer pre-construction meeting, periodic progress meetings, and specially called meetings throughout the progress of the Work.
 - 1. Prepare agenda for meetings.
 - 2. Distribute notice of each meeting no less than four calendar days in advance
 - 3. Make physical arrangements for meetings.
 - 4. Preside at meetings.
 - 5. Record the minutes; include all significant proceedings and decisions.
 - 6. Upload copies of minutes after each meeting to all participants in the meeting.
- B. Representatives of Contractor, Subcontractors and suppliers attending the meetings shall be qualified and authorized to act on behalf of the entity each represents.

1.2 PRE-CONSTRUCTION MEETING

- A. Schedule at least fifteen (15) days after date of Notice to Proceed.
- B. Location: A central site, convenient for all parties.
- C. Attendance:
 - 1. Owner's Representative(s)
 - 2. Contractor(s)
 - 3. Architect and its professional consultants
 - 4. Major Subcontractors
 - 5. Major suppliers
 - 6. Safety Representatives for the Owner and Contractor
- D. Minimum Agenda:
 - 1. Distribution and discussion of:
 - a. List of major Subcontractors and suppliers

- b. Projected Construction Schedules
- 2. Critical work sequencing
 - a. Identification of major shutdowns and approximate schedule
- 3. Major equipment deliveries and priorities
- 4. Project Coordination
 - a. Designation of responsible personnel
- 5. Procedures and processing of:
 - a. Field decisions
 - b. Proposal requests
 - c. Submittals
 - d. Change Orders
 - e. Applications for Payment
 - f. Requests for Information
 - g. Daily Reports
- 6. Adequacy of distribution of Contract Documents
- 7. Procedures for maintaining Record Documents
- 8. Use of premises:
 - a. Office, work and storage areas
 - b. Owner's requirements
 - c. Job site personnel conduct
 - d. Building access and security
- 9. Temporary facilities, controls and construction aids
- 10. Temporary utilities
- 11. Safety and first-aid procedures
 - a. Contractor's Project Site Specific Plan
 - b. Plan as applicable to high impact respiratory pathogen pandemics and contagions (HIRPP)

12. Security procedures
13. Housekeeping procedures

1.3 PROGRESS MEETINGS

- A. Schedule regular periodic meetings on the site, not less than once every two weeks throughout the Construction period.
- B. Attendance:
 1. Architect
 2. Architect's professional consultants when, in the opinion of the Owner, needed
 3. General Contractor, including Site Superintendent
 4. Owner's Representatives
 5. Subcontractors as appropriate to the agenda
 6. Suppliers as appropriate to the agenda
 7. Safety Representative
- C. Minimum Agenda:
 1. Review, approval of minutes of previous meeting
 2. Review percentage of work to be in place by next meeting by individual trades
 3. Review of work progress since previous meeting
 4. Field observations, problems, and conflicts
 5. Problems which impede Construction Schedule
 6. Review of off-site fabrication, delivery schedules
 7. Corrective measures and procedures to regain projected schedule
 8. Revisions to Construction Schedule
 9. Planned progress and schedule, during succeeding work period
 10. Coordination of schedules
 11. Review submittal schedules; expedite as required
 12. Maintenance of quality standards
 13. Review status of all issued proposal requests and change orders

- 14. Review proposed changes for:
 - a. Effect on Construction Schedule and on completion date
 - b. Effect on other contracts of the Project
- 15. Other business
- D. All decisions, instructions, and interpretations given by the Architect/Engineer or its representative at these meetings shall be binding and conclusive on the Contractor.

1.4 PRE-INSTALLATION MEETING(S)

- A. The Contractor to hold pre-installation meetings where required by individual specification sections or others at the discretion of the Owner. Minimum attendees would be Architect and/or their specific sub-consultant, Owner, Contractor, Subcontractor, key Suppliers, testing & inspection firm, Facilities Engineering subject matter expert, etc. Minimum agenda would include review of key submittals, RFI's, safety, logistics, material procurement, quality control, etc. Contractor to assemble and distribute the Agenda minimum 48 hours prior to meeting as well as distribute meeting minutes a minimum of seven (7) calendar days after the meeting.
- B. Submit a list of pre-installation meetings with preliminary dates within fifteen (15) days of issuance of the Notice to Proceed.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

******END OF SECTION 01 31 19******

SECTION 01 31 50 ELECTRONIC PROJECT MANAGEMENT

1.0 GENERAL

1.1 SUMMARY

- A. Owner Provided System: The Contractor will utilize the Owner's electronic Project Management (ePM) system on this project.
 - 1. The Owner shall manage the day to day use of the Owner provided ePM system and organize the training, support and maintenance of the ePM Website System for the entire project team for the period of its use on the Project.
- B. There are no fees to utilize this system.

1.2 RELATED SECTIONS

- A. General Conditions Article 9 – Coordination and Cooperation.
- B. Section 01 33 00 – Submittal Procedures

1.3 DEFINITIONS

- A. ePM: defined as an internet-based information and project communication system that allows the entire project team to collaborate in a centralized and secured repository. All project-specific correspondence, workflow processes, and documentation will be stored and routed within the ePM system.

1.4 PROCEDURES

- A. Users will be provided a username and password. The Contractor shall log into the ePM system to enter the Project Documentation listed in section 2.0. All correspondence should be communicated through the e-PM system.
- B. Training
 - 1. The Owner will hold training sessions to familiarize team members with the system, and all Contractor staff are expected to attend one of these sessions or otherwise receive proper training on the system's use. All cost for personnel time and travel to attend the training as needed shall be included in the Contractor's proposal

- C. The Contractor shall provide on-site personnel with personal computer(s) and personal computer equipment that will allow the Contractor's personnel to access and use the ePM Website System in a timely and efficient manner. At a minimum the Contractor is to provide the following equipment and software:
 - 1. Web Browser: with high-speed connection, up/downloading capability
 - 2. Device that is able to scan documents and take photographs
 - 3. Portable Document Format (PDF) Reader/writer software
- D. Contractor shall log on to the ePM Website System on a daily basis, and as necessary to be kept fully appraised of the project developments, correspondence, assigned tasks and other matters that occur on the site. These may include but are not limited to RFI's, action items, meeting minutes, discussion threads, schedule updates, submittals, submittal log, punch list items, daily reports, site photos and/or videos and pre-construction surveys.

1.5 PROCESS OVERVIEW

- A. The Contractor is required to timely and accurately post, review, respond, and collaborate with other team members using the following features and/or workflow processes within the ePM system.
- B. Project Team Directory – Contractor shall provide an updated directory of contact information for all companies, Subcontractors and project team members who are engaged on this project.
- C. Request for Information (RFI): All project RFI's will be submitted using the ePM Website System. The submission of a Request for Information (RFI) is the Contractor's exclusive means of requesting information from the Owner and/or Architect. Attachments to RFI's (which may include sketches, photographs, documentation, and the like, will be uploaded to the ePM Website System and attached to the RFI electronically.
- D. Meeting Minutes: Contractor and/or Owner shall enter meeting agendas, records and minutes in the ePM system for all applicable meetings as designated by the Owner.
- E. General Communications, memorandums and Letters (Project Correspondence): Shall be created in or posted to the ePM Website System in PDF format electronically linked to action items. These action items shall include names of party (ies) required to respond, time frame within which action is to be taken and any solutions the Contractor recommends.
- F. Drawings and Specifications: The Contract Documents will be posted to the ePM Website System as directed by the Owner. The Owner shall retain the right to assign download rights to active CAD or model files. CAD or model files, in any format, posted to the ePM Website System are for viewing and printing only and cannot be edited.
- G. Submittals: All submittals shall be fully electronic. Reference Section 01 33 00.

- H. Submittal Schedule and Log: Contractor shall post and/or update on a daily basis.
- I. Field Reporting: The Contractor shall post and/or update on a daily basis all reports required by other specification sections. These reports include, but are not limited to, daily construction reports, material location reports, unusual event reports, safety and accident reports.
- J. Project Photographs: Contractor shall upload project photographs to the ePM system, field by date and type including but not limited to:
 - 1. General Progress Photographs
 - 2. RFI Issues
 - 3. Non-Conforming Work
 - 4. Special Events
 - 5. As required by individual Specification Sections
- K. Project Schedule: The contractor shall post, distribute, review, and/or respond to the project schedule, monthly updates, and any other schedule submittals onto the ePM in both native and PDF formats.
- L. Permits & Approvals: Contractor shall upload and maintain current copies of all permits and agency approvals that relate to the project.
- M. Issue Tracking: Contractor to log and respond to issues that are related and affect other stakeholders within the project team.
- N. Quality Assurance: The Owner and/or Architect will issue reports on conforming items in the ePM system. The Contractor is required to review and respond with corrective actions in the system.
- O. Change Management – Cost Events and Change Orders will be managed by the e-PM system and the Contractor shall be responsible for reporting potential changes and logging Requests for Change Orders in the system. The Contractor shall also upload and manage all documentation supporting Requested Change Orders.
- P. Pay Applications Requests (Invoices) – The Contractor shall create and submit invoices for review by the Owner. Once the invoices are agreed to by the Owner then the invoices should be submitted electronically per the instructions for the ePM system.
- Q. Budget and Cost Management – Contractor to provide estimates and Work Breakdown Structure (WBS) to provide Owner with accurate budget/cost analysis.

1.6 ADDITIONAL INFORMATION

- A. The Owner may change the standards for distribution and process prescribed above as required to suit the project.
- B. The Owner shall retain ownership of all data entered into either system and shall administrate and distribute all information contained therein.
- C. The Contractor shall make certain that all Subcontractors performing significant Work on the Project shall actively participate in the ePM system. Requirements for participation in the ePM system shall be made part of each bid document and final contract.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

******END OF SECTION 01 31 50******

SECTION 01 32 16 CONSTRUCTION SCHEDULE

1.0 GENERAL

1.1 SUMMARY

- A. The Contractor shall, within fourteen (14) calendar days of Notice to Proceed, prepare and submit to the Owner estimated construction progress schedules for the entire Work, with sub-schedules of related activities which are essential to the progress of the Work.
- B. Meetings will be held with the Architect, Owner and Contractor at the start of the project to agree mutually on a progress schedule which must be diligently followed.
- C. Submit revised progress schedules periodically and when requested to do so by Owner.
- D. Submit to Owner and Architect a cash flow projection in accordance with Schedule of Values.
- E. Submit electronic versions of all schedules, including updates, as well as all back-up to the submitted schedules.

1.2 FORM OF SCHEDULES

- A. Prepare Network Analysis system, or prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale: Identify the first day of work of each week.
 - 3. Scale and spacing: To allow space for notations and future revisions.
- B. Format of listings: The chronological order of the start of each item of work.
- C. Identification of listings: By specification section numbers.

1.3 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of, each major element of construction. Specifically list:
 - a. Mobilization

- b. Demolition
 - c. Architectural, Finish Work
 - d. Electrical Work
 - e. Pre-Installation meetings
 - f. Substantial Completion
 - g. De-mobilization
- 3. Show projected percentages of completion for each item, as of the first day of each month.
- 4. Show estimated dates for the beginning and completion of work which must be completed by or coordinated with the Owner such as hazardous materials abatement, moving, training and other such items as they are identified.
- B. Submittals Schedule for Shop Drawings, Product Data and Samples: Confer with the Architect and agree on all elements of the Submittals Schedule. The schedule will be based on the understanding that minimum turn-around time in the Architect's office is ten (10) working days. Some submittals or groups of submittals may take longer to review. Submittals which do not conform to the agreed schedule may be subject to delays in processing. Show:
 - 1. The dates for Contractor's submittals.
 - 2. The dates reviewed submittals will be required from the Architect.
 - 3. Confirmed lead time for manufacturing, production, fabrication and shipment to the project site of all materials which have an impact on the critical path of the Project's construction schedule.

1.4 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope
 - 2. Activities modified since previous submission
 - 3. Revised projections of progress and completion
 - 4. Other identifiable changes
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.

2. Corrective action recommended, and its effect.
3. The effect of changes on schedules of other prime contractors.

1.5 SUBMISSIONS

- A. Submit initial Construction Progress Schedules within fourteen (14) calendar days after award of Contract.
 1. Owner will review schedules and return review copy within ten (10) calendar days after receipt.
 2. If required, resubmit within seven (7) calendar days after return of review copy.
- B. Submit progress revision schedules to accompany each application for payment.
- C. Submit Submittals Schedule within thirty (30) calendar days after date of commencement of work.

2.0 PRODUCTS - NOT USED

3.0 EXECUTION

3.1 DISTRIBUTION

- A. Upload copies of the reviewed schedules to the ePM system and distribute to other applicable project participants.
- B. Instruct recipients to report to the Contractor, in writing, any problems anticipated by the projections of the schedule.

*****END OF SECTION 01 32 16*****

SECTION 01 32 33 PHOTOGRAPHIC DOCUMENTATION

1.0 GENERAL

1.1 DESCRIPTION

- A. The Contractor shall provide existing condition photographs taken before commencement of Work, progress photographs taken periodically during progress of the Work, and final photographs upon completion and full occupancy of the building.

1.2 SUBMITTALS

- A. Progress Submittals
1. Key Plan: Submit key plan of Project area and building with notation of vantage points marked for location and direction of each photograph.
 2. Upload digital photograph electronic files, organizationally filed by week, to the ePM system within five (5) days of taking photographs.
 3. Each photograph shall be identified with project title, date, and a description of the view.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION

3.1 EXISTING CONDITION PHOTOGRAPHS

- A. Before commencement of selective demolition, take photographs of Project area and surrounding areas, including existing items to remain during construction.

3.2 PROGRESS PHOTOGRAPHS

- A. Photographs shall be taken weekly in a manner which completely documents the Work.
- B. The photographs shall be submitted to the Owner at the end of the first week for review.
- C. Provide photographs of any wall, ceiling or floor assembly containing MEP, A/V or any infrastructure that will thereafter become concealed-prior to closure. Note location on Key Plan.

3.3 FINAL COMPLETION PHOTOGRAPHS

- A. Photographs shall be taken in a manner which completely documents the completed Work, for submission as project record documents.

*****END OF SECTION 01 32 33*****

SECTION 01 33 00 SUBMITTAL PROCEDURES

1.0 GENERAL

1.1 DESCRIPTION

- A. Section includes administrative and procedural requirements for submittals, including the following:
 - 1. Shop Drawings
 - 2. Product Data
 - 3. Samples and Mock-ups
 - 4. Quality Assurance and Quality Control Submittals
 - 5. Coordination Drawings
 - 6. Certification of Asbestos free products
 - 7. Post-Construction or Post-Renovation Asbestos survey, reference Section 01 35 29.
 - 8. Owner audio/visual
 - 9. Owner furnishings and fixed equipment
- B. Designate in the construction schedule, and/or in a separate Submittals Schedule, the dates for submission and the dates reviewed Shop Drawings, Product Data and Samples will be needed.
- C. With the exception of physical samples and color charts, or as otherwise approved by the Owner, all submittals shall be electronic images in PDF format created electronically (saved with commenting allowed) which shall be submitted for review and approval via the ePM web site. PDFs shall be created directly from the native file format electronically. Scanning of paper to PDF shall be used minimally. Any non-electronic submittals shall be approved on a case by case basis and logged into the electronic management system as directed by a Cornell representative.

1.2 SUBMITTAL REGISTRY AND SCHEDULE

- A. The Architect shall provide a draft submittal registry in the template needed to import into the ePM system. It will be part of the contract documents and turned over to the Contractor in native format for their use. The Contractor shall be responsible for review and completion of the registry including addition of dates identified below and other information as deemed necessary by the Owner.

- B. The submittal registry and schedule shall list all submittals required by the specifications, listed in order by the specification section in which they are required. Coordinate the Submittal Schedule with the Contractor's Critical Path Method Construction Schedule and other related documents.
- C. The Submittal Registry shall include the following information:
 - 1. Title (*by Architect for Contractor review*)
 - 2. Related specification section and paragraph numbers (*by Architect for Contractor review*)
 - 3. Subsection (*by Architect for Contractor review*)
 - 4. Category of Submittal (Certification, Mock-Up, Operations/Maintenance Manual, Product Data, Sample, Shop Drawing, Test Report, As Built, etc.) (*by Architect for Contractor review*)
 - 5. Submittal Description including description of the part of the Work covered by the submittal (*by Architect for Contractor review*)
 - 6. Name of Subcontractor, if applicable (*Contractor provided, optional*)
 - 7. Date due from Subcontractor (*Contractor provided, optional*)
 - 8. Date due to be submitted for review (*Contractor provided, required*)
 - 9. Date due for submittal review to be completed (*Contractor provided, required*)
 - 10. Date for transmittal to Subcontractor (*Contractor provided, optional*)
 - 11. Date for material or product delivery to project (*Contractor provided, required*)
 - 12. Priority. Low, normal or high (*Contractor provided, required*)
- D. Schedule a resubmittal for each major submittal. Except where specified otherwise in the contract documents, provide review times for submittals in accordance with Submittal Procedures and Architect's Duties below.
- E. Distribution: Initially submit the Submittal Schedule to the Owner for review via the ePM system. A submittal schedule compliant with the requirements of this section showing all submittals for the preliminary schedule submission duration shall be submitted with the Contractor's preliminary schedule submittal described in Section 01 32 16. The schedule shall also enumerate all submittals to be processed after the initial preliminary schedule submission duration period, although the date for these submittals does not have to be indicated. A final baseline submittal schedule showing all submittals for the entire project shall be included in the baseline schedule submittal described in section 01 32 16.

- F. Updating: The Submittal Schedule shall be kept up to date by the Contractor until all submittals are approved. Failure to provide the requested information, or delay in submitting required submittals may result in the payment request being returned to the Contractor until the required schedule or submittals are received.

1.3 SHOP DRAWINGS

- A. Drawings shall be newly prepared information drawn accurately to scale by skilled draftsperson and presented in a clear and thorough manner.
 - 1. Highlight, encircle, or otherwise indicate deviations from Contract Documents.
 - 2. Do not reproduce Contract Documents or copy standard information as basis of Shop Drawings.
 - 3. Standard information prepared without specific reference to Project is not Shop Drawing.
- B. Shop Drawings include fabrication and installation Drawings, setting diagrams, schedules, patterns, templates and similar Drawings. Include the following information:
 - 1. Dimensions.
 - 2. Identification of products and materials included by sheet and detail number.
 - 3. Compliance with specified standards.
 - 4. Notation of coordination requirements.
 - 5. Notation of dimensions established by field measurements.
 - 6. Submittal:
 - a. For electronic transmittal, submittals shall be distributed electronically via the ePM system and will be reviewed and returned electronically marked with action taken.
 - b. Maintain returned document as a "Record Document".

1.4 PRODUCT DATA

- A. Product Data includes brochures, diagrams, standard schedules, performance charts, and instructions that illustrate physical size, appearance and other characteristics of materials and equipment. All submittals shall identify all products as asbestos free, see Section 01 35 29.

- B. Collect Product Data into a single submittal for each element of construction or system.
 - 1. Clearly mark each copy to show applicable choices and options. Failure to do so will result in rejection of the submission.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.
 - 4. Show wiring or piping diagrams and controls.
 - 5. Where Product Data includes information on products that are not required, eliminate or mark through information that does not apply.
 - 6. Supplement standard information to provide information specifically applicable to the Work.
 - 7. Preliminary Submittal: Submit single copy of Product Data where selection of options by Architect is required.
 - 8. Submittals:
 - a. For electronic transmittal, submittals shall be distributed electronically via the ePM system and will be reviewed and returned electronically marked with action taken.

1.5 SAMPLES AND MOCK-UPS

- A. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets, and swatches showing color, texture, and pattern.
- B. Office samples shall be of sufficient size and quantity to clearly illustrate:
 - 1. Functional characteristics of the product, with integrally related parts and attachment devices.
 - 2. Full range of color, texture and pattern.
- C. Field samples and mock-ups:
 - 1. Contractor shall erect, at the Project site, at a location acceptable to the Architect.
 - 2. Size or area: that specified in the respective specification section.
 - 3. Fabricate each sample and mock-up complete and finished.
 - 4. Remove mock-ups and turn over to the Owner when directed by the Architect/Owner.
 - 5. Perform necessary work to bring any area disturbed by mock-ups to the areas original condition.

- D. Submit fully fabricated Samples cured and finished as specified and physically identical with material or product proposed.
 - 1. Mount or display Samples in manner to facilitate review of qualities indicated.
 - 2. Identify Samples with generic description, product name, and name of manufacturer.
 - 3. Submit Samples for review and verification of size, kind, color, pattern, and texture.
 - 4. Where variation in color, pattern, texture, or similar characteristics is inherent in material or product represented, submit at least three (3) multiple units that show approximate limits of variations.
 - 5. Preliminary Submittals: Submit one (1) full set of choices where Samples are submitted for Architect's selection of color, pattern, texture, or similar characteristics from a range of standard choices.
 - 6. Submittals:
 - a. Submit electronic transmittal, photograph sample and its label and attached to the submittal item electronically via the ePM system. For physical samples, submit four (4) sets for Architect's review. Architect will return at least one (1) set marked with action taken. Maintain sets of Samples, as returned, at Project Site, for quality comparisons throughout course of construction.

1.6 QUALITY ASSURANCE AND QUALITY CONTROL SUBMITTALS

- A. Quality assurance and quality control submittals include design data, test reports, certifications, manufacturer's instructions, and manufacturer's field reports.
- B. Professional design services or certifications: Where Contract Documents require professional design services or certifications by a design professional, Contractor shall cause such services or certifications to be provided by a qualified design professional, whose registration seal shall appear on drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Architect shall be entitled to rely upon adequacy, accuracy, and completeness of services, certifications, or approvals performed by such design professionals.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies as specified in the Contract Documents.
- D. Manufacturer's instruction: Preprinted instructions concerning proper application or installation of system or product.
- E. Manufacturer's field reports: Reports documenting testing and verification by manufacturer's field representative to verify compliance with manufacturer's standards or instructions.
- F. Submittals:
 - 1. For electronic transmittal, submittals shall be distributed electronically via the ePM system and will be reviewed and returned electronically marked with action taken.

1.7 CONTRACTOR RESPONSIBILITIES

- A. Review submittals for compliance with Contract Documents and approve submittals prior to transmitting to the Architect.
- B. Specifically record deviations from Contract Document requirements, including minor variations and limitation. Comply with requirements of Section 01 25 00 Substitutions and Product Options.
- C. Contractor's approval of submittals shall indicate that the Contractor has determined and verified materials, field measurements and field construction criteria, and has checked and coordinated information within each submittal with requirement of the Work and Contract Documents. Field conflicts which arise from the contractor's failure to fully review and approve submittals before ordering equipment, will result in the contractor being burdened with all costs to remediate the situation.
- D. Contractor shall be responsible for:
 - 1. Compliance with the Contract Documents
 - 2. Confirming and correlating quantities and dimensions
 - 3. Selecting fabrication processes and techniques of construction.
 - 4. Coordination of the work represented by each submittal with other trades.
 - 5. Performing the Work in a safe and satisfactory manner.
 - 6. Compliance with the approved Construction Schedule.
 - 7. All other provisions of the agreements.
- E. It is understood that the Architect's notation on the submittals is not to be construed as an authorization for additional work or additional cost.
- F. If any notations represent a change to the Contract Sum, submit a cost proposal for the change in accordance with procedures specified before proceeding with the Work.
- G. It is understood that the Architect's notation on the submittal is not to be construed as approval of colors. Make all color-related submittals at one time.
- H. Notify the Architect by letter of any notations made by the Architect which the Contractor finds unacceptable. Resolve such issues prior to proceeding with the Work.
- I. Begin no fabrication of work until all specified submittal procedures have been fulfilled.
- J. Do not submit shop drawings, product data or samples representing work for which such submittals are not specified. The Architect shall not be responsible for consequences of inadvertent review of unspecified submittals.

- K. The review of shop drawings shall not relieve the Contractor of the responsibility for proper construction and the furnishing of materials and labor required even though the same may not be indicated on the review shop drawings.
- L. Survey and report to designated Owner Representatives that only asbestos free material is used in the execution of Work. Reference Sections 01 35 29.

1.8 SUBMITTAL PROCEDURES

A. Coordination

1. Coordinate submittals with performance of construction activities in accordance with the Submittal Schedule approved by the Architect and Owner.
2. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
3. Prepare and transmit each submittal in accordance with the Submittals Schedule, agreed to by all entities involved.
4. Prepare, review, approve and transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
5. Architect's Review: Allow ten (10) working days for Architect's initial processing of each submittal requiring the Architect's review and response, except for longer periods required as noted below, and where processing must be delayed for coordination with subsequent submittals. The Architect will advise the Contractor promptly when it is determined that a submittal being processed must be delayed for coordination. Allow ten (10) working days for Architect's reprocessing of each submittal. Notify the Architect when processing time for a submittal is critical to the progress of the Work, and the work would be expedited if its processing time could be shortened.

An additional five (5) working days will be required for items specified in Divisions 2, 3, 5, 23 and 26, and for Architectural Woodwork, Hollow Metal Work and Hardware Schedules.

6. Allow time for delivery in addition to review.
7. Allow time for reprocessing each submittal.
8. No extension of Contract Time will be authorized because of failure to prepare submittals sufficiently in advance of Work to permit processing.
9. Submittals made which do not conform to the schedule are subject to delays in processing by the Architect.
10. Refer to Section 01 32 16 Construction Schedules for requirements of the Submittals Schedule.
11. Failure of the Contractor to obtain approval of Shop Drawings shall render all work thereafter performed to be at Contractor's sole risk, cost and expense.

B. Submittal Preparation

1. Place permanent label or title block on each submittal for identification.
2. Indicate name of entity that prepared each submittal on label or title block.
3. Provide space on label or beside title block on Shop Drawings to record Contractor's stamp, initialed or signed, certifying to review of submittal, action taken, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.
4. Complete all fields on submittal item details in ePM system including meaningful description.
5. Include the following information on submittal documentation:
 - a. Drawing, detail or specification references, including section number, as appropriate to clearly identify intended use of product.
 - b. Field dimensions, clearly identified as such.
 - c. Relation to adjacent or critical features of the work or materials.
 - d. Applicable standards, such as ASTM or Federal Specification numbers.
 - e. Provide a blank space for the Architect's stamps
 - f. On transmittal, record relevant information including deviations from Contract Document requirements, including minor variations and limitations.
6. Identification of revisions on re-submittals, other than those noted by the Architect on previous submittals.
7. Shop drawings with the comment "by others" are not acceptable. All such work must specifically identify the related responsible Subcontractor.

C. Submittal Transmittal:

1. Transmit submittals via the ePM system to Architect unless otherwise noted or directed.
2. Prepare and generate transmittal in ePM system for submission of samples. Package sample and other each submittal appropriately for transmittal and handling.

1.9 RECORD SUBMITTALS

- A. Provide a record copy of the submittal (electronic format) for the O&M Manual.**

1.10 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes noted on previous submittals.
- B. Shop Drawings and Product Data:
 - 1. Revise initial drawings or data, and resubmit as specified for the initial submittal.
 - 2. Indicate any changes which have been made other than those noted by the Architect.
- C. Samples: Submit new samples as required for initial submittal.

1.11 ARCHITECT'S DUTIES

- A. Review submittals with reasonable promptness as identified in 1.9, paragraph 5 of this Section.
- B. Notations on the Submittal Review Stamp or ePM file mean the following:
 - 1. "Approved (APP)" indicates that no deviations from the design concept have been found and Work may proceed.
 - 2. "Approved as Noted (AAN)" indicates that deviations from the design concept which have been found are noted, and the Contractor may proceed accordingly.
 - 3. "Revise and Resubmit (RAR)" indicates that Work covered by submittal, including purchasing, fabrication, delivery, or other activity may not proceed. Revise or prepare new submittal according to Architect's notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - 4. "Rejected (REJ)" indicates that Work covered by submittal, including purchasing, fabrication, delivery, or other activity may not proceed. Revise or prepare new submittal according to Architect's notations; resubmit without delay. Repeat if necessary to obtain different action mark.
 - 5. "On Hold (ONH)" is used in a very limited capacity and means that the Contractor should not take action until the reason for hold has been cleared and may be required to revise and resubmit.
 - 6. "Not Reviewed (NRV)" is used for submittals that were submitted in error, duplicate, or other reason that does not require review by the Architect but need to be closed by the Contractor upon return to them.
 - 7. "For Record Only (FRO)": Submittals for information or record purposes, including Quality Assurance and Quality Control Submittals, and Material Safety Data Sheets (MSDS), will not require responsive action by the Architect.
 - a. Architect will forward informational submittals without action.
 - b. Architect will reject and return informational submittals not in compliance with Contract Documents.

- C. Incomplete Submittals: Architect will return incomplete submittals without action.
- D. Unsolicited Submittals: Architect will return unsolicited submittals to sender without action.
- E. Return submittals to Contractor for distribution, or for resubmission.

1.12 DISTRIBUTION

- A. Distribute reviewed Shop Drawings and copies of Product Data when possible via the ePM system to:
 - 1. Job site file
 - 2. Record Documents file
 - 3. Subcontractors
 - 4. Installers
 - 5. Suppliers
 - 6. Manufacturers
 - 7. Fabricators
 - 8. Architect
 - 9. Owner
- B. Do not permit use of unmarked copies or rejected copies of submittals in connection with construction at Project Site or elsewhere where Work is in progress.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

*****END OF SECTION 01 33 00*****

SECTION 01 35 29 GENERAL HEALTH & SAFETY

1.0 GENERAL

1.1 DESCRIPTION

- A. This Section provides requirements for general health and safety during the project. The requirements of this Section shall apply to both Contractor and all tiers of Subcontractors involved in the project.
1. General Emergency Information – It is recommended that both Contractor and all sub-tiers:
- a. Sign up for Cornell Emergency Alerts. The instructions can be found at (use the visitors section): <https://emergency.cornell.edu/alert/>
 - b. Signup for Tompkins County Emergency alerts at:
<https://www2.tompkinscountyny.gov/doer/swift911alerts>
 - c. Cornell EHS has brief guidance on some emergency scenarios at:
<https://emergency.cornell.edu/eag/>
- B. In addition to the requirements of this Section, all laws and regulations by applicable local, state, and federal agencies shall apply to the Work of this contract. In some cases, the requirements of these Specifications may by intention exceed such legal requirements, but in no case shall this Specification be interpreted or understood to reduce or eliminate such requirements.

1.2 CONTRACTOR'S PROJECT SITE SPECIFIC PLAN

- A. Contractors are required to submit a Project Site Specific Plan (PSSP) for review by Cornell University representatives before commencement of work on the site. The PSSP should address site specific information, controls and or requirements as it relates to the entire scope of work for the Project. All contractors shall use the Project Site Specific Plan Template below to develop their Project's PSSP. The template may be downloaded at:
- <https://ehs.cornell.edu/campus-health-safety/occupational-safety/contractor-safety>
1. Within the PSSP template are example(s) to use as reference. The provided examples demonstrate Cornell University's expectations for providing detailed site-specific information, controls and requirements.
 2. Project Site Specific Plan's that inadequately address site specific operations will be returned with comments for resubmission. Failure to submit a PSSP may result in delay of project and/or denial of the payment.
 3. All projects must have the PSSP submitted via ePM for review and comment.

- B. PSSP submittal should be submitted a minimum of ten (10) days prior to the commencement of work on site. The Contractor may opt to submit their PSSP in phases. The Contractor must submit a phase submission plan using the PSSP Submission table included in the PSSP template for approval by Owner's Representative with initial submission. Submit remaining phases no later than ten (10) days prior to the start of a new, predetermined project phase or milestone.
1. Projects having less than a ten (10) day turn-around shall coordinate their submittal with the Owner's Representative, who should coordinate with Occupational Health, Safety and Injury Prevention (OHSIP), the University Fire Marshall's Office (UFMO), applicable Authority Having Jurisdiction (AHJ) and Contract College's Codes Enforcement Official, if applicable.
- C. The Contractor is responsible for its employees and its Subcontractors. Subcontractors are required to submit their PSSP to the General Contractor. The General Contractor is responsible to ensure all Subcontractor(s) PSSP's are adequate per their scope of work.
- D. The General Contractor is required to ensure their project's PSSP is accurately maintained throughout the duration of the contract. Resubmission is required for any new scope elements not previously addressed by the Contractor's original PSSP.
- E. Definitions:
1. Project Site Specific Plan (PSSP): A structured document that details the scope of the Contract Work and related site-specific controls, requirements and information for University and Contractor personnel. This document is not intended to be all inclusive of all applicable local, state and federal laws and regulations for which the General Contractor and its Subcontractor(s) are expected to comply.
2. Authority Having Jurisdiction (AHJ):
- The organization, office or individual responsible for approving equipment, an installation or a procedure (NYS Fire Code).
 - The local government, county government or state agency responsible for the administration and enforcement of an applicable regulation or law (NYS Building Code-§202.2).
3. Occupational Health, Safety and Injury Prevention (OHSIP): A division of Cornell University's Environment, Health and Safety Department. The OHSIP division can be contacted at (607)-255-8200 or by email at askEHS@cornell.edu
4. SME: The University's subject matter expert.

1.3 ASBESTOS

- A. All building materials and products provided for use in construction at Cornell University are to be free of asbestos. Materials must be surveyed by a certified environmental consultant and analyzed by an accredited laboratory either prior to installation or post installation. The results of the survey are to be reported to Cornell University Facilities Management Asbestos Coordinator. The Contractor must attach applicable Safety Data Sheets / Material Safety Data Sheets for each product documenting a 100% asbestos free status. The University may provide random testing of products for asbestos content. Any Contractor installed building materials or products found to contain asbestos shall be classified as defective work. Defective work shall be corrected by the Contractor as specified in the General Conditions.
- B. Attached for the Contractor's information are asbestos reports which represent samples taken within the building.
- C. Based on the above, disposal of asbestos containing material is not anticipated.

1.4 LEAD

- A. Building may contain lead-based paint. The Contractor shall protect workers in accordance with OSHA regulations. The Contractor selects the means and/or methods to address the presence of lead-based paint and must concurrently protect its workers based on the Contractor's means and/or methods. The Contractor is required to submit a lead plan that is site specific, indicating that the protective measures the Contractor proposes meet the OSHA standard 1926.62 "Lead in Construction Standards". This site-specific plan should address the particular methods the Contractor intends to protect its workers, the building occupants and the building structure based on its selection of addressing the presence of lead-based paint. The site-specific plan should be attached or written into the Lead Work Plan section of the Contractor's Project Site Specific Plan.

1.5 SITE VISITS

- A. The undertaking of periodic Site Visits by Architects, Engineers or the Owner shall not be construed as supervision of actual construction, or make them responsible for the safety of any persons; or make them responsible for means, methods, techniques, sequences or procedures of construction selected by the Contractor or its Subcontractors; or make them responsible for safety programs and precautions incident to the Work, or for the safe access, visit, use, work, travel or occupancy of any person.

1.6 CONFINED SPACE

- A. The Contractor shall be responsible for the identification of confined space in accordance with OSHA requirements. It is the Contractor's responsibility to engage the Project Manager who will collaborate with Environment, Health and Safety regarding questions or concerns on the confined space.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

*****END OF SECTION 01 35 29*****

Directed Asbestos Bulk Sampling Report



<u>SITE ADDRESS:</u>	230 Pine Tree Road Ithaca, New York 14850
<u>LOCATION:</u>	Reis Tennis Center (2667)
<u>WORK ORDER:</u>	18486383
<u>TA NUMBER:</u>	TA-022
<u>ARCTIC PROJECT:</u>	2026.010.022

June 26, 2026

Prepared for:

Cornell University

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ATTACHMENTS

Attachment A: Arctic Company License and Personnel Certification

Attachment B: Asbestos Bulk Sample Laboratory Reports

Attachment C: Sample Location Drawing

1.0 INTRODUCTION

In accordance with your request, Arctic Enterprises, Inc. (Arctic) was retained by Cornell University to collect samples of suspect asbestos-containing materials (ACMs) from Reis Tennis Center, located at 230 Pine Tree Road, in Ithaca, New York. The sampling was limited to the floors, walls and ceilings of all the locker rooms and adjacent bathrooms.

2.0 ASBESTOS BULK SAMPLING

The asbestos samples were collected by Mr. Michael Benson, a New York State Department of Labor (NYSDOL) certified asbestos building inspector. A total of eleven (11) asbestos bulk samples were collected. Post collection, the samples were labeled and sent to AmeriSci New York, an approved environmental laboratory for analysis.

By regulatory definition, any building material containing greater than one percent (1%) asbestos must be considered an asbestos-containing material. None of the materials sampled were found to be asbestos-containing, as defined by laboratory analysis. The laboratory reports have been included in Attachment B. The table below summarizes the sampling results:

Table 2.1 – ASBESTOS BULK SAMPLE LABORATORY RESULTS

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION	ASBESTOS CONTENT
CT-001A,B	A: MEN'S TOILET B: MEN'S SQUASH LOCKER ROOM	2' x 4' CEILING TILE	NAD
FGB-002A,B	MEN'S SQUASH LOCKER ROOM	BACKING ON FIBERGLASS PIPE INSULATION	NAD
WP-003A,B,C	MEN'S SQUASH LOCKER ROOM	WHITE PASTE/PAINT ON FIBERGLASS ENDS	NAD
TS-004A,B	MEN'S TENNIS LOCKER ROOM	GRAY THINSET	NAD
MORTAR-005A,B	MEN'S TOILET	GRAY MORTAR	NAD

TABLE NOTES: NAD = No Asbestos Detected, TRACE = Less Than 1% Asbestos

3.0 OSHA AND NEW YORK STATE COMPLIANCE

The Occupational Safety & Health Administration still regulates materials with any amount of asbestos present, even those with less than one percent. Although work operations conducted in areas where a material contains less than or equal to one percent asbestos is an "unclassified" operation, the employer still must follow the requirements of 29 CFR 1926.1101(g) (1) [except (g) (1) (i)], (g) (2) and (g) (3) that describe engineering and work practice controls operations to prevent unnecessary asbestos exposures to their employees.

Transmittal of Building/Structure Asbestos Survey Information – As required by New York State Industrial Code Rule 56, copies of the building/structure asbestos survey shall be immediately transmitted by the building/structure owner, as follows:

- (1) One (1) copy of the completed asbestos survey shall be sent by the owner or their agent to the local entity charged with issuing a permit for such demolition, renovation, remodeling or repair work under State or local laws.
- (2) One (1) copy of the completed asbestos survey for controlled demolition (as per Subpart 56-11.5) or pre-demolition asbestos projects shall also be submitted to the appropriate Asbestos Control Bureau district office.
- (3) One (1) copy of the completed asbestos survey shall be kept on the construction site with the asbestos notification and variance, if required, throughout the duration of the asbestos project and any associated demolition, renovation, remodeling or repair project.

4.0 PHOTOS



NON-ACM CEILING TILES, WHITE PAINT ON FG ENDS



NON-ACM THINSET

5.0 SUMMARY

During this sampling event no asbestos-containing materials were identified. It should be noted that this sampling was representative in nature and the scope was directed by the Client. Under no circumstances should this sampling be considered a complete representation of the suspect materials that may exist at this location. Upon discovery of additional suspect materials, work shall stop, and the appropriate sampling conducted in accordance with New York State Department of Labor-Industrial Code Rule 56 (NYCRR Part 56) requirements.

6.0 CERTIFICATION

Arctic Enterprises certifies the information in this report is based on physical and visual inspections conducted by Arctic personnel and the data collected during this sampling event.

Name: Michael Benson

Signature:



Title: Project Manager

Name: Janette Van Wie

Signature:



Title: President/Owner

ATTACHMENT A

ARCTIC COMPANY LICENSE AND PERSONNEL CERTIFICATION



Department
of Labor

WORKING FOR YOU

DIVISION OF SAFETY & HEALTH LICENSE AND CERTIFICATE UNIT, STATE OFFICE CAMPUS, BLDG. 12, ALBANY, NY 12226

ASBESTOS HANDLING LICENSE

Arctic Enterprises, Inc.

7010 Fly Road, Suite 1, East Syracuse, NY 13057

License Number: 75469

License Class: FULL

Date of Issue: 06/11/2026

Expiration Date: 06/30/2027

Duly Authorized Representative: Janette Van Wie

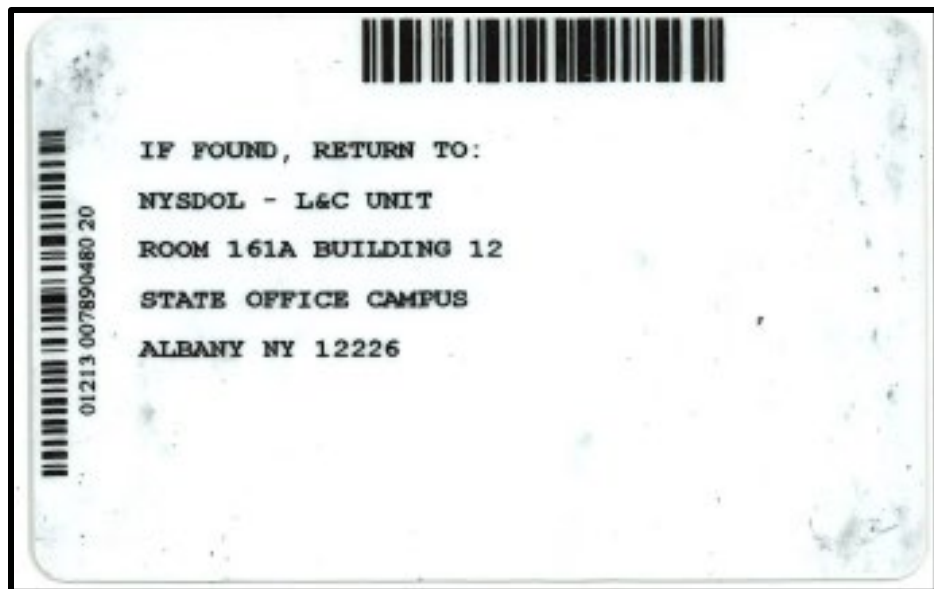
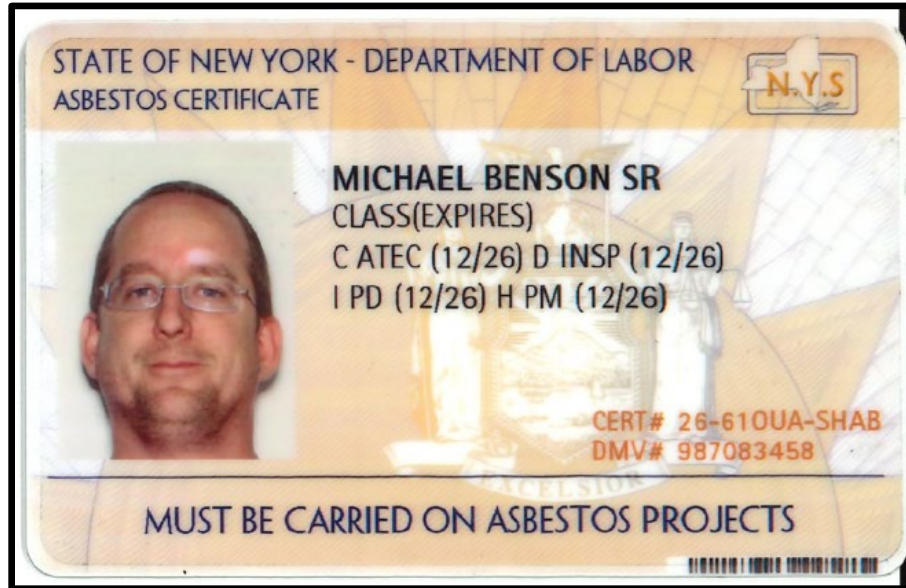
This license has been issued in accordance with applicable provisions of Article 30 of the Labor Law of New York State and of the New York State Codes, Rules and Regulations (12 NYCRR Part 56). It is subject to suspension or revocation for a (1) serious violation of state, federal or local laws with regard to the conduct of an asbestos project, or (2) demonstrated lack of responsibility in the conduct of any job involving asbestos or asbestos material.

This license is valid only for the contractor named above and this license or a photocopy must be prominently displayed at the asbestos project worksite. This license verifies that all persons employed by the licensee on an asbestos project in New York State have been issued an Asbestos Certificate, appropriate for the type of work they perform, by the New York State Department of Labor.

Vicki Mockler, Director
For the Commissioner of Labor

EXCELSIOR

ASBESTOS CERTIFICATION



The following letter codes (as shown on the handling certificate) represent the corresponding asbestos classifications.

A - Asbestos Handler	D - Asbestos Inspector	G - Asbestos Supervisor
B - Allied Trades	E - Management Planner	H - Asbestos Project Monitor
C - Air Sampling Technician	F - Operations & Maintenance	I - Asbestos Project Designer

ATTACHMENT B

ASBESTOS BULK SAMPLE LABORATORY REPORTS

Table I
Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4
2026.010.022; Cornell University; 230 Pine Tree Rd. - Locker Rooms; Facility ID #: 2667

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	CT-001A	001	0.170	14.9	41.0	44.1	NAD	NAD
Location: Men's Toilet / Men's Squash Locker Room - 2 x 4 Ceiling Tile (Rough)								
02	CT-001B	001	0.194	10.1	16.7	73.3	NAD	NAD
Location: Men's Toilet / Men's Squash Locker Room - 2 x 4 Ceiling Tile (Rough)								
03	FGB-002A	002	----	----	----	----	NAD	NA
Location: Men's Squash Locker Room - Backing on FG Pipe Insulation								
04	FGB-002B	002	----	----	----	----	NAD	NA
Location: Men's Squash Locker Room - Backing on FG Pipe Insulation								
05	WP-003A	003	----	----	----	----	NA	NA
Location: Men's Squash Locker Room - White Paste/Paint on FG Ends - Insufficient Material Submitted For Preparation								
06	WP-003B	003	0.146	37.9	6.1	56.0	NAD	NAD
Location: Men's Squash Locker Room - White Paste/Paint on FG Ends								
07	TS-004A	004	----	----	----	----	NAD	NA
Location: Men's Tennis Locker Room - Gray Thinset								
08	TS-004B	004	----	----	----	----	NAD	NA
Location: Men's Tennis Locker Room - Gray Thinset								
09	MORTAR-005A	005	----	----	----	----	NAD	NA
Location: Men's Toilet - Gray Mortar								
10	MORTAR-005B	005	----	----	----	----	NAD	NA
Location: Men's Toilet - Gray Mortar								

Analyzed by: Karol H. Lu
Date: 6/18/2026



Reviewed by: Karol H. Lu



**Quantitative Analysis (Semi/Full); Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = < 1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of < 0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogeneous materials).

**AmeriSci New York**

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Arctic Enterprises, Inc.
Attn: Janette Van Wie
7010 Fly Road
Suite 1
East Syracuse, NY 13057

Date Received 6/17/2026 **AmeriSci Job #** 226062510
Date Examined 06/17/26 **P.O. #**
ELAP # 11480 **Page** 1 **of** 2
RE: 2026.010.022; Cornell University; 230 Pine Tree Rd. - Locker
Rooms; Facility ID #: 2667

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
CT-001A 001 Location: Men's Toilet / Men's Squash Locker Room - 2 x 4 Ceiling Tile (Rough) Analyst Description: White, Heterogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 44%	226062510-01	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Kensen Caro on 06/17/26	1
CT-001B 001 Location: Men's Toilet / Men's Squash Locker Room - 2 x 4 Ceiling Tile (Rough) Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 73%	226062510-02	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Kensen Caro on 06/18/26	1
FGB-002A 002 Location: Men's Squash Locker Room - Backing on FG Pipe Insulation Analyst Description: Silver/White, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 25%, Fibrous glass 5.0%, Non-fibrous 70%	226062510-03	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 06/18/26	
FGB-002B 002 Location: Men's Squash Locker Room - Backing on FG Pipe Insulation Analyst Description: Silver/White, Heterogeneous, Fibrous, Bulk Material Asbestos Types: Other Material: Cellulose 30%, Fibrous glass 5.0%, Non-fibrous 65%	226062510-04	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 06/18/26	
WP-003A 003 Location: Men's Squash Locker Room - White Paste/Paint on FG Ends - Insufficient Material Submitted For Preparation Analyst Description: Bulk Material Asbestos Types: Other Material:	226062510-05		NA	

Client Name: Arctic Enterprises, Inc.

PLM Bulk Asbestos Report

2026.010.022; Cornell University; 230 Pine Tree Rd. - Locker Rooms;
Facility ID #: 2667

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
WP-003B 003 Location: Men's Squash Locker Room - White Paste/Paint on FG Ends Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material Asbestos Types: Other Material: Non-fibrous 56%	226062510-06	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Kensen Caro on 06/18/26	1
TS-004A 004 Location: Men's Tennis Locker Room - Gray Thinset Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%	226062510-07	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 06/18/26	
TS-004B 004 Location: Men's Tennis Locker Room - Gray Thinset Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%	226062510-08	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 06/18/26	
MORTAR-005A 005 Location: Men's Toilet - Gray Mortar Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%	226062510-09	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 06/18/26	
MORTAR-005B 005 Location: Men's Toilet - Gray Mortar Analyst Description: Gray, Homogeneous, Non-Fibrous, Cementitious, Bulk Material Asbestos Types: Other Material: Non-fibrous 100%	226062510-10	No	NAD (by NYS ELAP 198.1) by Kensen Caro on 06/18/26	

Reporting Notes:

(1) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: Kensen Caro
Date: 6/17/2026

Reviewed by: Karol H. Lu



*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229003, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

____END OF REPORT____

Table I

Summary of Bulk Asbestos Analysis Results by NYS ELAP 198.4

2026.010; Cornell University; 238 Pine Tree Rd., Ithaca; Locker Rooms; Facility ID#: 2667; Work Order #: 18486383

AmeriSci Sample #	Client Sample#	HG Area	NOB Sample Weight (gram)	NOB Heat Sensitive Organic %	NOB Acid Soluble Inorganic %	NOB Insoluble Non-Asbestos Inorganic %	** Asbestos % by PLM/DS	** Asbestos % by TEM
01	WP-003C	003	0.206	41.7	6.5	51.9	NAD	NAD
Location: Men's Locker Room - White Paste/Paint on FG Ends								

Analyzed by: Karol H. Lu
Date: 6/25/2026



Reviewed by: Karol H. Lu



**Quantitative Analysis (Semi/Full): Bulk Asbestos Analysis - PLM by Appd E to Subpt E, 40 CFR 763 or NYSDOH ELAP 198.1 for New York friable samples or NYSDOH ELAP 198.6 for New York NOB samples; TEM (Semi/Full) by EPA 600/R-93/116 (or NYSDOH ELAP 198.4; for New York samples). Analysis using Hitachi, Model H7000-Noran 7 System, Microscope, Serial #: 747-05-06. NAD = no asbestos detected during a quantitative analysis; NA = not analyzed; Trace = < 1%; (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; Quantitation for beginning weights of <0.1 grams should be considered as qualitative only; Qualitative Analysis: Asbestos analysis results of "Present" or "NVA = No Visible Asbestos" represents results for Qualitative PLM or TEM Analysis only (no accreditation coverage available from any regulatory agency for qualitative analyses): NVLAP (PLM) 200546-0, NYSDOH ELAP Lab 11480, NJ Lab ID #NY031.

Warning Note: PLM limitation, only TEM will resolve fibers <0.25 micrometers in diameter. TEM bulk analysis is representative of the fine grained matrix material and may not be representative of non-uniformly dispersed debris for which PLM evaluation is recommended (i.e. soils and other heterogenous materials).

**AmeriSci New York**

117 EAST 30TH ST.
NEW YORK, NY 10016
TEL: (212) 679-8600 • FAX: (212) 679-3114

PLM Bulk Asbestos Report

Arctic Enterprises, Inc.
Attn: Janette Van Wie
7010 Fly Road
Suite 1
East Syracuse, NY 13057

Date Received 6/24/2026 **AmeriSci Job #** 226063139
Date Examined 06/25/26 **P.O. #**
ELAP # 11480 **Page** 1 **of** 1
RE: 2026.010; Cornell University; 238 Pine Tree Rd., Ithaca; Locker
Rooms; Facility ID#: 2667; Work Order #: 18486383

Client No. / HGA	Lab No.	Asbestos Present	Total % Asbestos	Notes
WP-003C 003	226063139-01	No	Inconclusive - NAD (NOB by NYS ELAP 198.6) by Kensen Caro on 06/25/26	1
Location: Men's Locker Room - White Paste/Paint on FG Ends				
Analyst Description: White, Homogeneous, Non-Fibrous, Bulk Material				
Asbestos Types:				
Other Material: Non-fibrous 52%				

Reporting Notes:

(1) NAD results by NYS 198.6 are inconclusive and are not considered non-ACM

Analyzed by: Kensen Caro
Date: 6/25/2026

Reviewed by: Karol H. Lu

*NAD/NSD =no asbestos detected; NA =not analyzed; NA/PS=not analyzed/positive stop, (SOF-V) = Sprayed On Fireproofing containing Vermiculite; (SM-V) = Surfacing Material containing Vermiculite; PLM Bulk Asbestos Analysis using Olympus, Model BH-2 Pol Scope, Microscope, Serial #: 229003, by Appd E to Subpt E, 40 CFR 763 quantified by either CVES or 400 pt ct as noted for each analysis (NVLAP 200546-0), ELAP PLM Method 198.1 for NY friable samples, which includes the identification and quantitation of vermiculite, or ELAP 198.6 for NOB samples, or EPA 400 pt ct by EPA 600-M4-82-020 (NY ELAP Lab 11480); Note:PLM is not consistently reliable in detecting asbestos in floor coverings and similar non-friable organically bound materials. NAD or Trace results by PLM are inconclusive, TEM is currently the only method that can be used to determine if this material can be considered or treated as non asbestos-containing in NY State (also see EPA Advisory for floor tile, FR 59,146,38970,8/1/94) National Institute of Standards and Technology Accreditation requirements mandate that this report must not be reproduced except in full without the approval of the lab.This PLM report relates ONLY to the items tested. RI Cert AAL-094, CT Cert PH-0186, Mass Cert AA000054, NJ Lab ID #NY031.

END OF REPORT



Project Number: 2026.010.
Client: Cornell University
Facility ID #: 2667
Address: 238 Paul Tree Rd Ithaca
Location / Room: Locke 601
Work Order #: 18486383

Contact Name: Janette Van Wie
Office Number: 315-476-1757
Fax Number: 315-476-1764
Email: arcticlab@arcticent.com

Analyzing Sequence:

- 1 – Report results as percent (%) Asbestos.
- 1 – Separate layers/mastics for individual analysis, if applicable.
- 2 – Determine method of analysis for PLM (198.1 or 198.6).
- 3 – If the PLM NOB result is equal to or greater than 1% asbestos, testing of material is complete. If the PLM NOB result is less than 1% asbestos, please analyze utilizing TEM.
- 4 – If submitted in series (A, B, C), please stop at first positive
- 5 – Report Results via e-mail

Sample Turnaround Time: 24 Hour

Sampled By: 	Date: 6/22/24	Time:
Shipped By: 	Date: 6/25/24	
Received By Lab: 	Date: 6/24/24	42

ATTACHMENT C

SAMPLE LOCATION DRAWING

- ① A-101 KEYED DEMOLITION NOTES
1. ALL EXISTING DEMOLITION NOTES AND STANDARDS FOR OWNER'S USE.
 2. ALL EXISTING DEMOLITION NOTES AND STANDARDS FOR OWNER'S USE.
 3. ALL EXISTING DEMOLITION NOTES AND STANDARDS FOR OWNER'S USE.
 4. ALL EXISTING DEMOLITION NOTES AND STANDARDS FOR OWNER'S USE.
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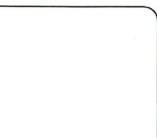
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303.733.1111
WWW.EDWARDS-ENGINEERING.COM

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REVISIONS

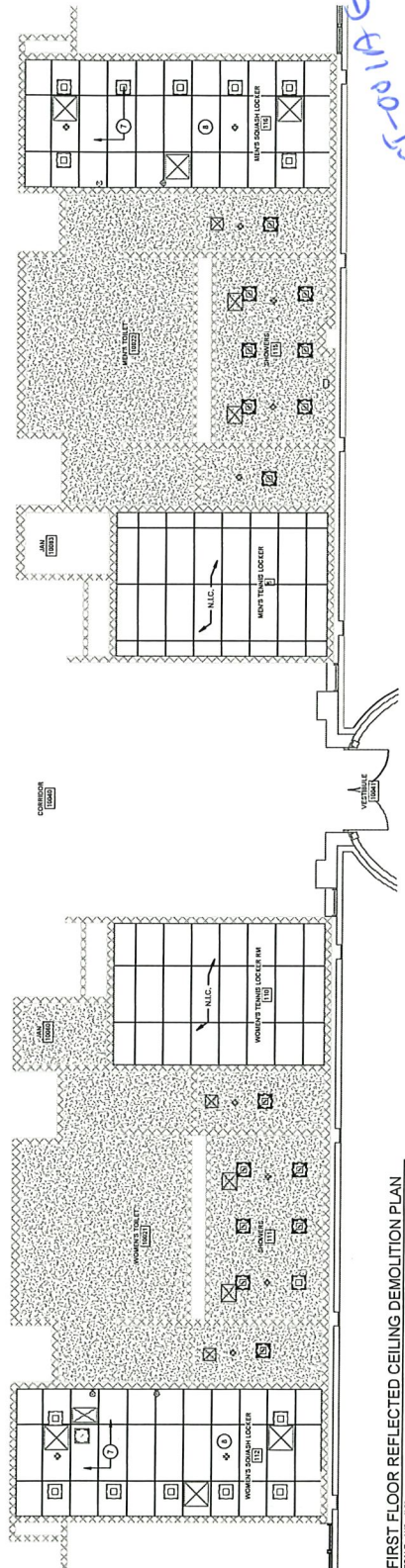


**REIS TENNIS
CENTER
SQUASH TEAMS
LOCKER ROOMS
RENOVATION**

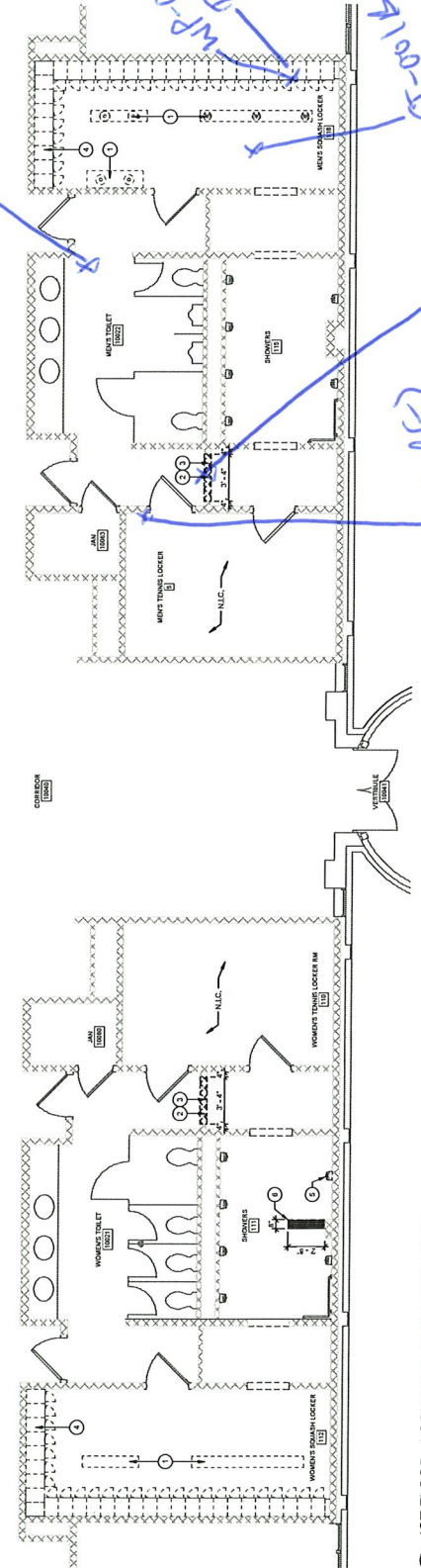
DATE | **JUNE 2020**
FACILITY | **200**
DESIGN | **R. MENDO**
DRAWN | **RJM**

**DEMOLITION
PLANS**

A-101
18259344



② FIRST FLOOR REFLECTED CEILING DEMOLITION PLAN
SCALE 1/4\"/>



① 1ST FLOOR - LOCKER RM DEMOLITION PLAN
SCALE 1/4\"/>

Handwritten blue notes and arrows on the plan view: 'WP-003A(R)(G)' with an arrow pointing to a specific area, 'CF-001A(G)' with an arrow pointing to another area, and 'CF-001A(G)' with an arrow pointing to a third area. There is also a handwritten note 'WP-003A(R)(G)' on the right side of the plan.

Handwritten blue note: 'WP-003A(R)(G)' with an arrow pointing to a specific area.

SECTION 01 35 43 GENERAL ENVIRONMENTAL REQUIREMENTS

1.0 GENERAL

1.1 DESCRIPTION

- A. This Section and the listed Related Sections provides minimum requirements for the protection of the environment during the project. The requirements of this Section shall apply to both Contractor and all tiers of Subcontractors involved in the project.
- B. In addition to the requirements of this Section and the listed Related Sections, all laws and regulations by applicable local, state, and federal agencies shall apply to the Work of this Contract. In some cases the requirements of these Specifications may by intention exceed such legal requirements, but in no case shall this Specification be interpreted or understood to reduce or eliminate such requirements.
- C. Prior to bidding, review the entire Bidding Documents and report in writing to the Owner's Representative any error, inconsistency, or omission that may have environmental impacts.

1.2 RELATED SECTIONS

- A. Section 01 35 44 – Spill Control

1.3 SUBMITTALS

- A. Submit the following in accordance with Section 01 33 00 – Submittals:
 - 1. Analytical laboratory sample results and material Certifications for all imported soil and granular materials (“borrow”).
 - 2. Contractor's Waste Material Disposal Plan.
 - 3. Weight tickets from the Borrow Material Supplier.
 - 4. Proposed methods for dewatering and construction water management.
 - 5. Analytical laboratory sample results for all waste materials.
 - 6. Copies of manifests for all waste materials disposed of off-site.

1.4 JOB SITE ADMINISTRATION

- A. In accordance with Article 2 of the General Conditions, provide a competent supervisory representative with full authority to act for the Contractor at the site.

- B. If at any time operations under the representative's supervision do not comply with this Section, or the representative is otherwise unsatisfactory to the Owner, replace, if requested by the Owner, said representative with another representative satisfactory to the Owner. There shall be no change in superintendent without the Owner's approval.
- C. Remove from the Work any employee of the Contractor or any Subcontractor when so directed by the Owner. The Owner may request the removal of any employee who does not comply with these specifications.

1.5 NOISE AND VIBRATION

- A. Limit and control the nature and extent of activities at all times to minimize the effects of noise and vibrations. Take adequate measures for keeping noise levels, as produced by construction related equipment, to safe and tolerable limits as set forth by the Occupational Safety and Health Administration (OSHA), the New York State Industrial Code Guidelines and Ordinances and all City, Town and Local ordinances. Equip all construction equipment presenting a potential noise nuisance with noise-muffling devices adequate to meet these requirements

1.6 DUST CONTROL

- A. Take adequate measures for controlling dust produced by drilling, excavation, backfilling, loading, saw cutting or other means. The use of calcium chloride or petroleum-based materials for dust control is prohibited. Dust control measures are required throughout the duration of construction.
- B. If, in the opinion of the Owner's Representative, the Contractor is not adequately controlling dust, the Owner will first notify the Contractor. If the Contractor does not take adequate actions necessary, the Owner may, at the Contractor's expense, employ alternative means to control dust.
- C. Erect, maintain, and remove when appropriate barriers or other devices, including mechanical ventilation systems, as required by the conditions of the Work for the protection of users of the project area, the protection of the work being done, or the containment of dust and debris. All such barriers or devices shall be provided in conformance with all applicable codes, laws, and regulations including OSHA.

1.7 PROTECTION OF THE ENVIRONMENT

- A. Construction procedures observed by the Contractor, its Subcontractors and other employees shall include protection of the environment, in accordance with all pertinent Cornell standards, policies, local laws, executive orders, ordinances, and federal and state regulations. Construction procedures that are prohibited in the undertaking of work associated with this Contract include, but are not limited to:
 - 1. Dumping of spoil material or any liquid or solid pollutant into any storm or sanitary sewer, drainage way, stream sewer, any wetlands (as defined by federal and state regulations), any surface waters, or at unspecified locations.

2. Indiscriminate, arbitrary, or capricious operation of equipment in any stream corridors, any wetlands, or any surface waters.
 3. Pumping of any silt-laden water from trenches or other excavations into any storm sewers, sanitary sewers, drainage ways, wetlands, or surface waters.
 4. Damaging vegetation beyond the extent necessary for construction of the facilities.
 5. Disposal of trees, brush, and other debris in any location on University property, unless such areas are specifically identified on the drawing or in the specifications or specifically approved by the Owner's site representative.
 6. Permanent or unspecified alteration of the flow line of a stream.
 7. Burning trash, project debris, or waste materials.
- B. Take all necessary precautions to prevent silt or waste of any kind from entering any drainage or waterways or downstream properties as a result of the Work.
- C. Runoff of potable water used for concrete curing or concrete truck or chute cleaning operations shall not be allowed to reach the storm water system or open water due to the levels of residual chlorine (New York State water quality standards, 6 NYCRR Part 703.5) and other potential contaminants. If necessary, obtain permission from the local sewer authority and collect and pump the runoff to the sanitary sewer.
- D. Limit the nature and extent of any activities that could result in the release or discharge of pollutants. Report any such release or discharge immediately to the Owner's Representative and clean up spills immediately, as detailed in Section 01 35 44 – Spill Control Procedures.

1.8 TEMPORARY RE-ROUTING OF PIPING AND DUCTWORK

- A. Obtain approval from the Owner's Representative prior to any temporary re-routing of piping and exhaust ductwork necessary for the completion of the Work. Submit re-routing plans to the Owner's Representative in writing.

The following shall require approval of the Owner:

1. Temporary storm, sanitary or water line connections.
 2. Temporary exhaust ductwork connections where such connections may impact air emissions.
- B. Instruct all personnel to observe extreme caution when working in the vicinity of mechanical equipment and piping. Personnel shall not operate or tamper with any existing valves, switches, or other devices or equipment without prior approval by the Owner's Representative.

1.9 HAZARDOUS OR TOXIC MATERIALS

- A. Inform officers, employees, agents, contractors, subcontractors at every tier, and any other party which may come into contact with any hazardous or toxic materials as a result of its performance hereunder of the nature of such materials, and any health and safety or environmental risks associated therewith.
- B. Do not use hazardous or toxic materials in a manner that will violate Cornell University Policies or any state, federal, or municipal environmental health and safety regulations. In situations where the risks are unclear consult with Environment, Health and Safety (EHS) for guidance.
- C. Provide complete care and treatment for any injury sustained by any parties coming into contact with any hazardous or toxic materials as a result of Contractor's performance or failure to perform hereunder.
- D. At the completion of project Contractor shall remove all unused chemical products and hazardous materials from campus. Transportation of these materials shall be in accordance with all federal, state, and local regulations. Request and receive written approval from EHS prior to disposal of any on-site disposal.

1.10 DISPOSAL OF WASTE MATERIAL AND TITLE

- A. Prior to start of work and first payment, Contractor shall prepare and submit "Contractor Waste Material Disposal Plan" to the Owner's Representative. The plan shall identify the waste transportation and treatment, storage or disposal (TSD) companies which will manage all waste material and any site(s) for disposal of the waste material. Contractor must use this form to document waste disposal methods and locations.
- B. The "Contractor Waste Material Disposal Plan" form, together with definitions associated with the form waste descriptions. Forms may be downloaded at:

<https://ehs.cornell.edu/environmental-compliance/solid-waste/construction-demolition-waste>
- C. Contractor shall be responsible for the proper cleanup, containment, storage and disposal of any hazardous material/chemical spill occurring during its work. For Cornell University owned hazardous waste EHS will oversee, approve or effect the proper disposal. Title, risk of loss, and all other incidents of ownership to the Waste Material, shall vest in Contractor at the time Contractor or any transporter acting on its behalf takes physical possession of Waste Material. Complete and maintain full records of the chain of custody and control, including certificates of disposal or destruction, of all Waste Materials loaded, transported and/or disposed of. Deliver all such records to the Owner in accordance with applicable laws and regulations and any instructions from the Owner in a timely manner and in any event prior to final payment(s) under this Contract.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

*****END OF SECTION 01 35 43*****

SECTION 01 35 44 SPILL CONTROL

1.0 GENERAL

1.1 SPILL PREVENTION

- A. In order to minimize the potential for discharge to the environment of oil, petroleum, or hazardous substances on site, the following requirements shall apply to all projects:
 - 1. All oil, petroleum, or hazardous materials stored or relocated temporarily on site during the construction process shall be stored in such a manner as to provide protection from vehicular damage and to provide containment of leaks or spills. Horizontal diked oil storage tanks, temporary berms or barriers, or similar methods of providing secondary/spill containment shall be employed as appropriate at each site.
 - 2. Any on-site filling or dispensing activities shall occur within an area in which a temporary berm, boom, or similar containment barrier has been placed to prevent the inadvertent discharge to the environment of harmful quantities of any products.
 - 3. All oil, petroleum, or hazardous materials stored on site shall be located in such a manner as to minimize the potential of damage from construction operations or vehicles, away from drainage ways and environmentally sensitive areas, and in accordance with all fire and life safety codes and standards.
- B. Remove immediately from the site any storage, dispensing, or operating equipment that is leaking oil or hazardous substances or is in anyway unsuitable for the safe storage of such materials.

1.2 SPILL CONTROL PROCEDURES

All Contractor personnel working at the project site shall be knowledgeable of the potential health and safety concerns associated with petroleum and other hazardous substances that could potentially be released at the project site. Following are a list of activities that should be conducted by the Contractor in the event of an oil/petroleum spill or the release of any other hazardous substance. In the event of a large quantity spill that would require cleanup procedures that are beyond the means of the Contractor, an emergency spill cleanup contractor shall be hired by the Contractor. In the event the Contractor has the personnel necessary to clean up the spill, the following procedures shall be followed:

- A. Personnel discovering/responding to a spill shall:
 - 1. Identify and locate the source of the spill. If unsafe conditions exist, leave the area, inform nearby personnel, notify the site supervisor, and initiate spill reporting (Section 1. 3).

2. Limit the discharge of product, if safely possible, by: (1) diverting discharge to a containment area; (2) creating temporary dikes with soils or other available materials; and (3) utilizing sorbent materials. If secondary containment is present, verify that valves and drains are closed prior to diverting the product to this area.
3. The individual discovering a spill shall initiate containment procedures to prevent material from reaching a potential migratory route, through implementation of the following actions, or any other methods necessary. Methods employed shall not compromise worker safety.
 - a. Stop the spill at once (if possible).
 - b. Extinguish sources of ignition (e.g., flames, sparks, hot surfaces, cigarettes, etc.).
 - c. Clear personnel from the spill location and cordon off the area.
 - d. Utilize available spill control equipment in an effort to ensure that fires, explosions, and releases do not occur, recur, or spread.
 - e. Use sorbent materials to control the spill at the source.
 - f. Construct a temporary containment dike of sorbent materials, cinder blocks, bricks, or other suitable materials to help contain the spill.
 - g. Attempt to identify the character, exact source, amount, and area of the released materials. Identification of the spilled material should be made as soon as possible so that the appropriate cleanup procedure can be identified.
 - h. Assess possible hazards to human health or the environment as a result of the release, fire, or explosion.
 - i. If spill response measures involve the temporary cessation of any operations, the Contractor shall monitor the affected equipment for: (1) leaks; (2) pressure buildup; (3) gas generation; or (4) ruptures in valves, pipes, or other equipment.

B. Spill Cleanup:

1. Following containment of the spill, the following spill cleanup procedures shall be initiated.
 - a. Use proper waste containers.
 - b. Remove bulk liquid and place material in properly labeled waste container. Be sure not to collect incompatible or reactive substances in the same container.
 - c. Cleanup materials not reclaimed on-site shall be disposed of in accordance with all applicable state and federal regulations.

- d. Apply sorbent materials to pick up remaining liquid after bulk liquid has been removed. The Contractor shall not walk over spilled material. Absorbed material shall be collected and placed in a separate waste container, and shall not be mixed with bulk liquid.
- e. Clean spill control equipment and containers. Replace equipment in its proper location. Restock or reorder any supplies used to clean up the spill.
- f. Carefully wash spilled product from skin and clothing using soap. Change clothes, if necessary, to avoid further contact with product.
- g. Disposal of all spilled product and waste generated by spill response activities shall be made off-site, and shall be arranged through the Contractor.
- h. A Spill Report shall be completed, including a description of the event. A sample Spill Documentation Form is available at:
<https://ehs.cornell.edu/campus-health-safety/emergency-services/fire-medical-spill-response/spill-cleanup-procedure>

C. Fire or Explosion:

- 1. In the event of a fire or explosion at the site, the Contractor shall:
 - a. Verify that the local fire department and the appropriate emergency response services (e.g., ambulance, police) have been notified. Confirm contact information for these services at Project Kick-off Meeting.
 - For projects on the Cornell Campus call Cornell Police at (607) 255-1111 who will notify the appropriate emergency response agencies
 - b. Report to the scene, if safe to do so, and evaluate the situation (e.g., spill character, source, etc.). Coordinate, as necessary, with other appropriate site and emergency personnel.
 - c. Ensure that people are cleared from the area and all accounted.
 - d. Ensure that fires are safely extinguished (if possible), valves closed, and other immediate actions necessary to mitigate the emergency are addressed, if safe to do so.
 - e. Initiate responsible measures necessary to prevent subsequent fires, explosions, or releases from occurring or spreading to other areas of the site. These measures include stopping processes or operations, collecting, and containing released oil, or removing and isolating containers.
 - f. Take appropriate action to monitor for: (1) leaks; (2) pressure build-ups; (3) gas generation; or (4) ruptures in pipes, valves, or other equipment.

1.3 SPILL REPORTING AND DOCUMENTATION

In the event of a spill CALL CORNELL POLICE AT 607-255-1111 who will notify the appropriate departments within the university and coordinate with the contractor for external reporting, if required.

The contractor shall be responsible for the initiation of spill reporting and documentation procedures. All petroleum spills must be reported to NYSDEC Spill Hotline at 1-800- 457-7362, less than two hours following discovery. Notification must be made to Cornell Environment, Health and Safety (EHS), 607-255-8200, within 24 hours of reporting the release. The Contractor will be expected to provide EHS with the DEC issued spill number. Any petroleum spill must be reported to NYSDEC unless ALL of the following criteria apply:

TABLE 1
CRITERIA TO EXEMPT SPILL REPORTING

CRITERIA	DESCRIPTION
Quantity	The spill must be known to be less than 5 gallons.
Containment	The spill must be contained on an impervious surface or within an impervious structure, such that it cannot enter the environment.
Control	The spill must be under control and not reach a drain or leave the impervious surface.
Cleanup	The spill must be cleaned-up within two hours of occurrence.
Environment	The spill must not have already entered into environmental media such as soil, surface water (including storm water conveyances), sanitary sewers, or ground water.

A release of a “reportable quantity” or unknown amount of a hazardous substance must also be immediately reported to NYSDEC Spill Hotline. Spills of reportable quantities of chemicals or “harmful quantities”² of oil to navigable waters must be reported to the federal **National Response Center, 1-800-424-8802**. Additional regulatory agency spill reporting requirements may apply depending on the material released and the media to which it is released to.

Spill Reporting Information: When making a telephone report, the caller should be prepared to provide the following information, if possible:

1. The date and time of the spill or release.
2. The identity or chemical name of the material released or spilled, including an indication of whether the material is defined as an extremely hazardous substance.
3. An estimate of the quantity of material released or spilled into the environment and the approximate duration of the event.
4. The exact location of the spill, including the name(s) of the waters involved or threatened, and/or other medium or media affected by the release or spill.
5. The source of the release or spill.

6. The name, address, and telephone number of the party in charge of, or responsible for, the facility or activity associated with the release or spill.
7. The extent of the actual and potential water pollution.
8. The name and telephone number of the person in charge of operations at the spill site.
9. The steps being taken or proposed to contain and cleanup the released or spilled material and any precautions taken to minimize impacts, including evacuation.
10. The extent of injuries, if any.
11. Any known or anticipated acute or chronic health risks associated with the emergency, and information regarding necessary medical attention for exposed individuals.
12. Assistance required, if any.

If the release of a hazardous substance or oil occurs in an amount which exceeds a reportable quantity (RQ) as defined in 40 CFR Part 110, 40 CFR Part 117, 40 CFR Part 302, or 6 NYCRR Part 597, then the Contractor shall do the following:

1. Call to the National Response Center shall be made by the person in charge of the site. The applicable phone numbers are 1-800-424-8802.
2. Within 14 days of the release, submit a written description of the release. The description should include: (1) a description of the release, (2) the type of material released, (3) estimated amount of the spill; (4) the date of the release, (5) an explanation of why the release occurred; and (6) a description of the measures to be implemented to prevent and control future releases.

⁽¹⁾*Reportable Quantity:* A Reportable Quantity is the quantity of a hazardous substance or oil that triggers reporting requirements under the Comprehensive Emergency Response, Compensation, and Liability Act (CERCLA) (USEPA, September 1992). While the Contractor is legally responsible for knowing the risks of materials that are part of construction, members of the owner's spill response team have access to information that may help identify these quantities with you.

⁽²⁾*Harmful Quantity:* A Harmful Quantity of oil includes discharges that violate applicable water quality standards; cause a film, sheen, or discoloration on a water surface or adjoining shoreline; or cause a sludge or emulsion to be deposited beneath the water surface or shoreline (40 CFR 110.3).

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

*****END OF SECTION 01 35 44*****

SECTION 01 41 00 REGULATORY REQUIREMENTS

1.0 GENERAL

1.1 PERMITS AND LICENSES

- A. The Contractor shall obtain, maintain and pay for all permits and licenses necessary for the execution of the Work and for the use of such work when completed. Such permits shall include but are not limited to building, electrical, plumbing, backflow prevention, dig safe, fill, street use, pavement cuts and repairs, and building demolition.
 - 1. City of Ithaca building permit applications shall be presented for review at the regularly scheduled Owner's meeting with the Authority Having Jurisdiction (AHJ).
- B. For any projects which include demolition of a structure or load-bearing elements of a structure, the Contractor is required to complete a "Notification of Demolition and Renovation" and provide this notification to the United States Environmental Protection Agency (EPA) in advance of the work as specified in 40 CFR 61.145. The Contractor shall also provide a copy of this notification to the Owner's Representative prior to any demolition.
- C. All Construction / Building / Hot Work and Occupancy permits shall be issued and maintained through the Town of Ithaca, at no cost to the Contractor.
- D. Ithaca Fire Department Permitting:
 - 1. A permit is required from the Ithaca Fire Department to install or substantially repair a fire suppression, fire detection, or fire alarm system as such as defined under the Uniform Code of New York State.
 - 2. If the scope of work is classified under the Existing Building Code of NYS as Alteration –Level 1; Alteration – Level 2; Alteration – Level 3; or Addition; a permit from the Ithaca Fire Department is required for all work affecting the fire suppression, fire detection, or fire alarm system for that building. A building permit is also required for this type of work.
 - 3. Work classified as a 'Repair' under the Existing Building Code of NYS does not require a permit from the Ithaca Fire Department.

1.2 INSPECTIONS

- A. Apply for and obtain all required inspections, pay all fees and charges for same, include all service charges and other associated costs.

1.3 COMPLIANCE

- A. The Contractor shall give all notices, pay all fees and comply with all laws, rules and regulations applicable to the Work.
 - 1. Any additional associated fees for permitting and regulatory fees due to changes in the Work shall be reconciled upon project completion per General Conditions Article 4 – Changes In Work.

1.4 OWNER'S REQUIREMENTS

- A. The Contractor, Subcontractors, and employees of the Contractor and Subcontractors shall comply with all regulations governing conduct, access to the premises, operation of equipment and systems, and conduct while in or near the premises and shall perform the Work in such a manner as not to unreasonably interrupt or interfere with the conduct of business of the Owner.
- B. Upon completion of the project, the Contractor agrees to provide the Owner with a summary of municipal permit fees paid. This shall include the name of the permits secured, the permit fees paid by the Contractor and a copy of the permit. If no permit fees were required, the Contractor shall so state, in writing, upon completion of the project.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

*****END OF SECTION 01 41 00*****

SECTION 01 42 00 REFERENCES

1.0 GENERAL

1.1 INTENT OF CONTRACT DOCUMENTS

- A. Notes or instructions shown on any one Drawing, apply where applicable, to all other Drawings.
- B. All references to codes, specifications and standards referred to in the Specification Sections and on the Drawings shall mean, and are intended to be, the latest edition, amendment and/or revision of such reference standard in effect as of the date of these Contract Documents.
- C. Install All Work in Compliance with:
 - 1. NYS Uniform Code
 - a. International Building Code
 - b. International Residential Code
 - c. International Existing Building Code
 - d. International Fire Code
 - e. International Plumbing Code
 - f. International Mechanical Code
 - g. International Fuel Gas Code
 - h. International Property Maintenance Code
 - i. Uniform Code Supplement
 - 2. NYS Energy Code
 - a. International Energy Conservation Code
 - b. ASHRAE 90.1
 - c. Energy Code Supplement
 - 3. National Electric Code
 - 4. Occupational Safety and Health Administration (OSHA).
 - 5. Life Safety Code NFPA 101.
 - 6. All local ordinances
 - 7. Plans and Specifications in excess of code requirements and not contrary to same.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and other Division 1 Specification Sections, apply to this Section.

1.3 DEFINITIONS

- A. "General": Basic Contract definitions are included in the Conditions of the Contract.
- B. "Contract Documents": The Contract Documents consist of the Agreement between Owner and Contractor, General Conditions, General Requirements, Drawings, Specifications, addenda issued before execution of the Agreement, other documents listed in the Agreement, and modifications issued after execution of the Agreement.
- C. "The Contract": The Contract Documents form the Contract for construction and represent the entire integrated Agreement between the Owner and Contractor.
- D. "The Work": The work comprises the completed construction required by the Contract Documents and includes all labor necessary to produce such construction and all materials and equipment incorporated in such construction.
- E. "Owner": Cornell University a New York corporation.
- F. "Architect/Engineer": The Architect or Engineer is the person lawfully licensed to practice architecture and/or engineering in the state of New York, identified as such in the Owner Contractor Agreement, and is referred to throughout the Contract Documents as if singular in number. The terms Architect and/or Engineer mean the Architect and/or his authorized representative.
- G. "Contractor": The Contractor, person, firm, or corporation with whom the Construction Agreement contract is made by Owner.
- H. "Subcontractor": A person, firm, or corporation, supplying labor and/or materials for work at site of the project for and under separate contract or agreement with Contractor.
- I. "Delegated Design" describes a collaboration between a design professional and contractor (or subcontractor) where the contractor assumes allocated responsibility for an element or portion of the Project's design. Delegated design allocation and assignment may occur in any project delivery method and will involve a licensed professional to perform the design. The Contractor or Subcontractor allocated an element or portion of the Project's design, will submit its engineered, stamped plans to the primary design team, who will check for any conflicts with any other aspect of the Work and make new documents to be included in the Project's design record. Contractor or Subcontractor allocated a delegated design element of the Project shall provide professional liability insurance for the design work in such amounts and as is required by Owner.
- J. "As Approved" or "Approved": Architect's or Owner's approval.
- K. "As Directed": Owner's direction or instruction. Other terms including "requested," "authorized," "selected," "required," and "permitted" have the same meaning as "directed."

- L. “Indicated”: Requirements expressed by graphic representations or in written form on Drawings, in Specifications, and in other Contract Documents. Other terms including "shown," "noted," "scheduled," and "specified" have the same meaning as “indicated.”
- M. “Regulations”: Laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, and rules, conventions, and agreements within the construction industry that control performance of the Work.
- N. “Furnish”: Supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- O. "Install": Operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- P. “Reinstall”. To place back into a former position.
- Q. “Replace”. Provide a substitute for.
- R. “Provide”: Furnish and install, complete and ready for the intended use.
- S. “Concealed”: Work installed in pipe shafts, chases or recesses, behind furred walls, above ceilings, either permanent or removable.
- T. “Exposed”: All capital Work not identified as concealed.
- U. “Project Site”: Space available for performing construction activities. The extent of Project site is shown on Drawings and may or may not be identical with the description of the land on which Project is to be built.
- V. “As-Built Documents”: Drawings and other records that are maintained by the Contractor to record all conditions which exist when the building construction is completed. This includes both the elements of the project itself and existing elements that are encountered during the course of project construction.
- W. “Record Drawings”: Shows construction changes in the project and the final location of all services, lines, outlets, and connections including underground and concealed items. The “record” drawings shall be compiled by the Architect based on the working as-built drawings and revised in accordance with the marked up drawings submitted by the Contractor.
- X. “Shop Drawings”: Drawings, diagrams, illustrations, charts, brochures, and other data that are prepared by Contractor or any Subcontractor, manufacturer, supplier or distributor, for some portion of the Work.
- Y. “Samples”: Physical examples furnished to illustrate materials, equipment or workmanship, and to establish standards by which the work will be judged.
- Z. “General Conditions”: The standardized contractual provisions describing the responsibilities, rights and relationships of the Owner and Contractor under the construction contract.

- AA. "Contract Limit Lines": A limit line or perimeter line established on the drawings or elsewhere in the contract documents defining the boundaries of the site available to the contractor for construction purposes.
- BB. "to do", "provide", "furnish", "install", etc., in these Specifications or on Drawings are directions given to the Contractor;

1.4 OWNER AGREEMENTS

- A. Cornell University and the Tompkins-Cortland Counties Building Trades Council, Maintenance Division have entered into an agreement. The local unions which are members of the Tompkins-Cortland Counties Building Trades Council, Maintenance Division are as follows:

Local #241 - International Brotherhood of Electrical Workers
Local #267 - United Association of Plumbers and Steamfitters
Local #281 - United Brotherhood of Carpenters
Local #3NY - International Union of Bricklayers and Allied Craftworkers
Local #178 - International Union of Painters and Allied Trades
Local #112 - International Brotherhood of Sheetmetal Workers
Local #785 - Laborers International Union of North America

The definition of craft maintenance as applied to this agreement shall be as follows:

All work associated with the demolition, repair, replacement, improvement to or construction of equipment, buildings, structures, utilities, and/or system or components thereof. Craft maintenance for trades assistants shall be limited to work assigned to individuals employed as building trade laborers and which directly assists the craft work performed by other employees covered by this agreement; the Employer is free to assign such work; provided, however, such assignment does not fall within the craft performed by other employees covered by this agreement.

1.5 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
- B. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.
- C. Copies of Standards: Each entity engaged in construction on Project should be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
 - 1. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source.

- D. Abbreviations and Acronyms for Standards and Regulations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the organizations responsible for the standards and regulations in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

ADAAG	Americans with Disabilities Act (ADA) Architectural Barriers Act (ABA) Accessibility Guidelines for Buildings and Facilities Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080
CFR	Code of Federal Regulations Available from Government Printing Office www.gpoaccess.gov/cfr/index.html	(866) 512-1800 (202) 512-1800
FS	Federal Specification Available from Department of Defense Single Stock Point http://dodssp.daps.dla.mil Available from Defense Standardization Program www.dps.dla.mil Available from General Services Administration www.gsa.gov Available from National Institute of Building Sciences www.nibs.org	(215) 697-6257 (202) 619-8925 (202) 289-7800
UFAS	Uniform Federal Accessibility Standards Available from Access Board www.access-board.gov	(800) 872-2253 (202) 272-0080

1.6 ABBREVIATIONS AND ACRONYMS

- A. Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AAADM	American Association of Automatic Door Manufacturers www.aaadm.com	(216) 241-7333
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202

AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
AASHTO	American Association of State Highway and Transportation Officials www.transportation.org	(202) 624-5800
AATCC	American Association of Textile Chemists and Colorists (The) www.aatcc.org	(919) 549-8141
ABAA	Air Barrier Association of America www.airbarrier.org	(866) 956-5888
ABMA	American Bearing Manufacturers Association www.abma-dc.org	(202) 367-1155
ACI	ACI International (American Concrete Institute) www.aci-int.org	(248) 848-3700
ACPA	American Concrete Pipe Association www.concrete-pipe.org	(972) 506-7216
AEIC	Association of Edison Illuminating Companies, Inc. (The) www.aeic.org	(205) 257-2530
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AGC	Associated General Contractors of America (The) www.agc.org	(703) 548-3118
AHAM	Association of Home Appliance Manufacturers www.aham.org	(202) 872-5955
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AIA	American Institute of Architects (The) www.aia.org	(800) 242-3837 (202) 626-7300
AISC	American Institute of Steel Construction www.aisc.org	(800) 644-2400 (312) 670-2400

AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALCA	Associated Landscape Contractors of America (Now PLANET - Professional Landcare Network)	
ALSC	American Lumber Standard Committee, Incorporated www.alsc.org	(301) 972-1700
AMCA	Air Movement and Control Association International, Inc. www.amca.org	(847) 394-0150
ANSI	American National Standards Institute www.ansi.org	(202) 293-8020
AOSA	Association of Official Seed Analysts, Inc. www.aosaseed.com	(505) 522-1437
APA	APA - The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
API	American Petroleum Institute www.api.org	(202) 682-8000
ARI	Air-Conditioning & Refrigeration Institute www.ari.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763 (973) 882-1170
ASSE	American Society of Sanitary Engineering www.asse-plumbing.org	(440) 835-3040

ASTM	ASTM International (American Society for Testing and Materials International) www.astm.org	(610) 832-9585
AWI	Architectural Woodwork Institute www.awinet.org	(800) 449-8811 (703) 733-0600
AWPA	American Wood-Preservers' Association www.awpa.com	(334) 874-9800
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
AWWA	American Water Works Association www.awwa.org	(800) 926-7337 (303) 794-7711
BHMA	Builders Hardware Manufacturers Association www.buildershardware.com	(212) 297-2122
BIA	Brick Industry Association (The) www.bia.org	(703) 620-0010
BICSI	BICSI www.bicsi.org	(800) 242-7405 (813) 979-1991
BISSC	Baking Industry Sanitation Standards Committee www.bissc.org	(866) 342-4772
CCC	Carpet Cushion Council www.carpetcushion.org	(203) 637-1312
CDA	Copper Development Association www.copper.org	(800) 232-3282 (212) 251-7200
CGA	Compressed Gas Association www.cganet.com	(703) 788-2700
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(423) 892-0137
CLFMI	Chain Link Fence Manufacturers Institute www.chainlinkinfo.org	(301) 596-2583

CPA	Composite Panel Association www.pbmdf.com	(301) 670-0604
CPPA	Corrugated Polyethylene Pipe Association www.cppa-info.org	(800) 510-2772 (202) 462-9607
CRI	Carpet & Rug Institute (The) www.carpet-rug.com	(800) 882-8846 (706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSI	Cast Stone Institute www.caststone.org	(770) 972-3011
CSI	Construction Specifications Institute (The) www.csinet.org	(800) 689-2900 (703) 684-0300
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
CTI	Cooling Technology Institute www.cti.org	(281) 583-4087
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
EIA	Electronic Industries Alliance www.eia.org	(703) 907-7500
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EJCDC	Engineers Joint Contract Documents Committee www.ejdc.org	(703) 295-5000
EJMA	Expansion Joint Manufacturers Association, Inc. www.ejma.org	(914) 332-0040
ESD	ESD Association www.esda.org	(315) 339-6937
FMG	FM Global www.fmglobal.com	(401) 275-3000
FSA	Fluid Sealing Association www.fluidsealing.com	(610) 971-4850
FSC	Forest Stewardship Council www.fsc.org	49 228 367 66 0

GA	Gypsum Association www.gypsum.org	(202) 289-5440
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
GS	Green Seal www.greenseal.org	(202) 872-6400
GSI	Geosynthetic Institute www.geosynthetic-institute.org	(610) 522-8440
HI	Hydraulic Institute www.pumps.org	(888) 786-7744 (973) 267-9700
HI	Hydronics Institute www.gamanet.org	(908) 464-8200
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
HPW	H. P. White Laboratory, Inc. www.hpwhite.com	(410) 838-6550
IBR	Institute of Boiler & Radiation Manufacturers	
ICEA	Insulated Cable Engineers Association, Inc. www.icea.net	(770) 830-0369
ICRI	International Concrete Repair Institute, Inc. www.icri.org	(847) 827-0830
IEC	International Electrotechnical Commission www.iec.ch	41 22 919 02 11
IEEE	Institute of Electrical and Electronics Engineers, Inc. (The) www.ieee.org	(212) 419-7900
IESNA	Illuminating Engineering Society of North America www.iesna.org	(212) 248-5000
IEST	Institute of Environmental Sciences and Technology www.iest.org	(847) 255-1561
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance www.igmaonline.org	(613) 233-1510

ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISO	International Organization for Standardization www.iso.ch	41 22 749 01 11
	Available from ANSI www.ansi.org	(202) 293-8020
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(877) 464-7732 (702) 567-8150
ITS	Intertek www.intertek.com	(800) 345-3851 (713) 407-3500
ITU	International Telecommunication Union www.itu.int/home	41 22 730 51 11
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
LMA	Laminating Materials Association (Now part of CPA)	
LPI	Lightning Protection Institute www.lightning.org	(800) 488-6864 (804) 314-8955
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association, Inc. www.maplefloor.org	(847) 480-9138
MFMA	Metal Framing Manufacturers Association www.metalframingmfg.org	(312) 644-6610
MHIA	Material Handling Industry of America www.mhia.org	(800) 345-1815 (704) 676-1190
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937
MSS	Manufacturers Standardization Society of The Valve and Fittings Industry Inc. www.mss-hq.com	(703) 281-6613

NAAMM	National Association of Architectural Metal Manufacturers www.naamm.org	(312) 332-0405
NACE	NACE International (National Association of Corrosion Engineers International) www.nace.org	(800) 797-6623 (281) 228-6200
NADCA	National Air Duct Cleaners Association www.nadca.com	(202) 737-2926
NAIMA	North American Insulation Manufacturers Association www.naima.org	(703) 684-0084
NBGQA	National Building Granite Quarries Association, Inc. www.nbgqa.com	(800) 557-2848
NCAA	National Collegiate Athletic Association (The) www.ncaa.org	(317) 917-6222
NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NCPI	National Clay Pipe Institute www.ncpi.org	(262) 248-9094
NCTA	National Cable & Telecommunications Association www.ncta.com	(202) 775-3550
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NECA	National Electrical Contractors Association www.necanet.org	(301) 657-3110
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NETA	International Electrical Testing Association www.netaworld.org	(888) 300-6382 (303) 697-8441
NFHS	National Federation of State High School Associations www.nfhs.org	(317) 972-6900
NFPA	NFPA (National Fire Protection Association) www.nfpa.org	(800) 344-3555 (617) 770-3000

NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NGA	National Glass Association www.glass.org	(866) 342-5642 (703) 442-4890
NHLA	National Hardwood Lumber Association www.natlhardwood.org	(800) 933-0318 (901) 377-1818
NLGA	National Lumber Grades Authority www.nlga.org	(604) 524-2393
NOFMA	NOFMA: The Wood Flooring Manufacturers Association www.nofma.org	(901) 526-5016
NRCA	National Roofing Contractors Association www.nrca.net	(800) 323-9545 (847) 299-9070
NRMCA	National Ready Mixed Concrete Association www.nrmca.org	(888) 846-7622 (301) 587-1400
NSF	NSF International (National Sanitation Foundation International) www.nsf.org	(800) 673-6275 (734) 769-8010
NSSGA	National Stone, Sand & Gravel Association www.nssga.org	(800) 342-1415 (703) 525-8788
NTMA	National Terrazzo & Mosaic Association, Inc. (The) www.ntma.com	(800) 323-9736 (540) 751-0930
NYBFU	New York Board of Fire Underwriters www.nybfu.org	(212) 227-3700
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting & Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
PDI	Plumbing & Drainage Institute www.pdionline.org	(800) 589-8956 (978) 557-0720
PGI	PVC Geomembrane Institute http://pgi-tp.ce.uiuc.edu	(217) 333-3929
PLANET	Professional Landcare Network www.landcarenetwork.org	(800) 395-2522

PTI	Post-Tensioning Institute www.post-tensioning.org	(602) 870-7540
RCSC	Research Council on Structural Connections www.boltcouncil.org	(800) 644-2400 (312) 670-2400
RFCI	Resilient Floor Covering Institute www.rfci.com	(301) 340-8580
RIS	Redwood Inspection Service www.calredwood.org	(888) 225-7339 (415) 382-0662
SAE	SAE International www.sae.org	(877) 606-7323 (724) 776-4841
SBI	Steel Boiler Institute	
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SEFA	Scientific Equipment and Furniture Association www.sefalabs.com	(516) 294-5424
SGCC	Safety Glazing Certification Council www.sgcc.org	(315) 646-2234
SIA	Security Industry Association www.siaonline.org	(703) 683-2075
SJI	Steel Joist Institute www.steeljoist.org	(843) 626-1995
SMA	Screen Manufacturers Association www.smacentral.org	(561) 533-0991
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SMPTE	Society of Motion Picture and Television Engineers www.smpite.org	(914) 761-1100
SPFA	Spray Polyurethane Foam Alliance www.sprayfoam.org	(800) 523-6154
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611

SPRI	Single Ply Roofing Industry www.spri.org	(781) 647-7026
SSINA	Specialty Steel Industry of North America www.ssina.com	(800) 982-0355 (202) 342-8630
SSPC	SSPC: The Society for Protective Coatings www.sspc.org	(877) 281-7772 (412) 281-2331
STI	Steel Tank Institute www.steeltank.com	(847) 438-8265
SWI	Steel Window Institute www.steelwindows.com	(216) 241-7333
SWRI	Sealant, Waterproofing, & Restoration Institute www.swrionline.org	(816) 472-7974
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance www.tiaonline.org	(703) 907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
TPI	Turfgrass Producers International www.turfgrassod.org	(847) 649-5555
TRI	Tile Roofing Institute www.tilerroofing.org	(312) 670-4177
UFPO	Underground Facilities Protective Organization www.ufpo.org	(800) 962-7962 (800) 962-7811
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577 (847) 272-8800
UNI	Uni-Bell PVC Pipe Association www.uni-bell.org	(972) 243-3902
USGBC	U.S. Green Building Council www.usgbc.org	(202) 828-7422

WASTEC	Waste Equipment Technology Association www.wastec.org	(800) 424-2869 (202) 244-4700
WCSC	Window Covering Safety Council www.windowcoverings.org	(800) 506-4636
WDMA	Window & Door Manufacturers Association www.wdma.com	(800) 223-2301
WI	Woodwork Institute www.wicnet.org	(916) 372-9943
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WSRCA	Western States Roofing Contractors Association www.wsrca.com	(800) 725-0333 (650) 570-5441
WWPA	Western Wood Products Association www.wwpa.org	(503) 224-3930

- B. Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

IAPMO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233 (703) 931-4533
ICC-ES	ICC Evaluation Service, Inc. www.icc-es.org	(800) 423-6587 (562) 699-0543
NEC	National Electric Code	

- C. Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web sites are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

CE	Army Corps of Engineers www.usace.army.mil	
CPSC	Consumer Product Safety Commission www.cpsc.gov	(800) 638-2772 (301) 504-7923

DOC	Department of Commerce www.commerce.gov	(202) 482-2000
DOD	Department of Defense http://.dodssp.daps.dla.mil	(215) 697-6257
DOE	Department of Energy www.energy.gov	(202) 586-9220
EPA	Environmental Protection Agency www.epa.gov	(202) 272-0167
FAA	Federal Aviation Administration www.faa.gov	(866) 835-5322
FCC	Federal Communications Commission www.fcc.gov	(888) 225-5322
FDA	Food and Drug Administration www.fda.gov	(888) 463-6332
GSA	General Services Administration www.gsa.gov	(800) 488-3111
HUD	Department of Housing and Urban Development www.hud.gov	(202) 708-1112
LBL	Lawrence Berkeley National Laboratory www.lbl.gov	(510) 486-4000
NCHRP	National Cooperative Highway Research Program (See TRB)	
NIST	National Institute of Standards and Technology www.nist.gov	(301) 975-6478
OSHA	Occupational Safety & Health Administration www.osha.gov	(800) 321-6742 (202) 693-1999
PBS	Public Building Service (See GSA)	
PHS	Office of Public Health and Science www.osophs.dhhs.gov/ophs	(202) 690-7694
RUS	Rural Utilities Service (See USDA)	(202) 720-9540
SD	State Department www.state.gov	(202) 647-4000

TRB	Transportation Research Board www.nas.edu/trb	(202) 334-2934
USDA	Department of Agriculture www.usda.gov	(202) 720-2791
USPS	Postal Service www.usps.com	(202) 268-2000

2.0 PRODUCTS - NOT USED

3.0 EXECUTION - NOT USED

*****END OF SECTION 01 42 00*****

SECTION 01 45 00 QUALITY CONTROL

1.0 GENERAL

1.1 DESCRIPTION

- A. The Contractor shall provide and maintain an effective Contractor Quality Control (CQC) program and perform sufficient inspections and tests of all items of Work, including those of Subcontractors, to ensure compliance with Contract Documents. Include surveillance and tests specified in the technical sections of the Specifications. Furnish appropriate facilities, instruments, and testing devices required for performance of the quality control function. Controls must be adequate to cover construction operations and be keyed to the construction sequence. Construction shall not begin until the Owner has approved the CQC program.

1.2 CONTROL OF ON-SITE CONSTRUCTION

- A. Include a control system for the following phases of inspection:
1. Pre-Installation Meeting. For all sections where pre-installations are defined, the Contractor shall arrange for a pre-installation meeting. When practical, pre-installation meetings shall be scheduled to take place on the same day as regularly schedule progress meetings. The Contractor shall make available, during this meeting, all approved submittals and products.
 - a. Agenda to include the following:
 - i. Appointment
 - ii. Appointment of official representatives of participants in the Project.
 - iii. Review of existing conditions and affected work, and testing thereof as required.
 - iv. Review of installation procedures and requirements.
 - v. Review of environmental and site condition requirements.
 - vi. Schedule of the applicable portions of the Work.
 - vii. Schedule of submission of samples, color chips, and items for Owners consideration.
 - viii. Requirements for temporary facilities, site sign, offices, storage sheds, utilities, fences, Section 01 50 00.
 - ix. Requirements for notification for reviews. Allow a minimum of 48 hour notice to Architect for review of the Work.

- x. Requirements for inspections and tests, as applicable. Schedule and undertake inspections and tests in accordance with Section 01 41 00.
 - xi. Delivery schedule of specified equipment.
 - xii. Special safety requirements and procedures.
- b. The following minimum personnel shall be at the meeting:
- i. Project Manager.
 - ii. Project Field Supervisor
 - iii. Subcontractor
 - iv. Architect's Representative
 - v. Owner's Representative
 - vi. Commissioning Agent, when applicable
 - vii. Testing Agency, when applicable
2. Preparatory Inspection. Perform this inspection prior to beginning work on any definable feature of Work. Include a review of contract requirements with the supervisors directly responsible for the performance of the Work; check to assure that materials, products, and equipment have been tested, submitted, and approved; check to assure that provisions have been made for required control testing; examine the work area to ascertain that preliminary work has been completed; physically examine materials and equipment to assure that they conform to shop drawings and data and that the materials and equipment are on hand.
3. Initial Inspection. Perform this inspection as soon as work commences on a representative portion of a particular feature of workmanship review control testing for compliance with contract requirements.
4. Follow-up Inspections. Perform these inspections on a regular basis to assure continuing compliance with contract requirements until completion of that particular work.

1.3 CONTROL OF OFF-SITE OPERATIONS

- A. Perform factory quality control inspections for items fabricated or assembled off-site as opposed to "off-the-shelf" items. The CQC Representative at the fabricating plant shall be responsible for release of the fabricated items for shipment to the job site. The CQC Representative at the job site shall receive the item and note any damage incurred during shipment. The Contractor shall be responsible for protecting and maintaining the item in good condition throughout the period of on-site and during erection or installation. Although any item found to be faulty may be rejected before its use, final acceptance of an item by the Owner is based on its satisfactory incorporation into the Work and acceptance of the completed Project.

1.4 TESTING

- A. The Owner may engage the services of an independent testing laboratory to confirm that an installed item or element of work conforms to the Specification and workmanship requirements.

1.5 OWNER'S REPRESENTATIVE

- A. The Owner shall designate a Representative to monitor the progress and execution of the Work. The Representative shall have the authority to call for test samples, to approve or to reject work performed and to stop work in progress, if, in its opinion, the work is not in conformance with the Contract Documents. The Representative shall not be authorized to make changes or interpretations of the Contract Documents.
 - 1. The Contractor shall maintain a project Deficiency/Issues Log in the ePM system to track non-conforming materials or sub-standard workmanship identified by Owner's Representative.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

*****END OF SECTION 01 45 00*****

SECTION 01 50 00 TEMPORARY FACILITIES AND CONTROLS

1.0 GENERAL

1.1 DESCRIPTION

- A. The Contractor shall furnish, install and maintain all temporary facilities and services of every kind, as required by the Contractor and by its Subcontractors for their performance of the Work and compliance with the Contract Documents, and shall remove such facilities and complete such services upon the completion of all other work, or as Cornell University may direct.
- B. The Contractor shall obtain all required permits and approvals for and shall provide, construct, or install, as well as operate, maintain, service and remove temporary facilities and services.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with Federal, State and local codes and safety regulations.

2.0 PRODUCTS

2.1 MATERIALS, GENERAL

- A. Choice of materials, as suitable for the accomplishment of the intended purpose, is the Contractor's option.
- B. Materials may be new or used, but must not violate requirements of applicable codes, standards and specifications.

2.2 TEMPORARY FIRST AID FACILITIES

- A. Provide first aid equipment and supplies, with qualified personnel continuously available to render first aid at the site.
- B. Provide a sign, posted at the telephone, listing the telephone numbers for emergency medical services: Physicians, ambulance services and hospitals.

2.3 TEMPORARY FIRE PROTECTION

- A. Provide a fire protection and prevention program for employees and personnel at the site. Any fire watches as a result of construction operations are the responsibility of the Contractor. Comply with NFPA 241. Develop, manage, and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with Cornell University Fire Marshall Office (UFMO) and local fire code official and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
1. Impairments “Fire Code of NYS Section 901.7”. Impairment; “the removal of fire alarm devices or sprinkler system coverage in a building.” There are two different levels of impairments
- a. Partial Impairment. The removal of fire alarm devices or sprinkler system coverage via control valve in the immediate area of where work is to be performed.
- Basic Impairment Notification will be sent to Local Authority Having Jurisdiction and FM Global.
 - No fire watch will be required unless the UFMO determines otherwise.
- b. Full System Impairment. The complete removal of a fire alarm “system” or sprinkler “system”. Impairment of both the fire alarm system and sprinkler system at the same time is not allowed.
- Full System Impairment Notification will be sent by the UFMO to local Authority Having Jurisdiction, FM Global, Ithaca Fire Department, Building Manager, Maintenance Manager, Customer Service, and Cornell Emergency Services.
 - Fire Watch staffing is the responsibility of the Contractor. The UFMO will require the Fire Watch person’s name(s) and contact information to prepare the required Fire Watch Documentation Form.
- B. Equipment:
1. Provide and maintain fire extinguishing equipment ready for instant use at all areas of the Project and at specific areas of critical fire hazard.
2. Hand extinguishers of the types and sizes recommended by the National Board of Fire Underwriters to control fires from particular hazards.
3. Construction period use of permanent fire protection system.
4. Water hoses connected to an adequate water pressure and supply system to reach each area or level of construction upon building enclosure or heating of the building.

5. Maintain existing standpipes and hoses for fire protection. Provide additional temporary hoses where required to comply with requirements. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles. Provide hoses of sufficient length to protect construction areas.
 6. Maintain unobstructed access to fire extinguishers, fire hydrants, fire department connections, standpipes, temporary fire-protection facilities, stairways, and other access routes for emergency response personnel.
 7. Where existing or temporary fire protection services are being replaced with new fire protection services, do not remove or impair existing or temporary services until new services are tested, accepted, placed into operation and use, and directed by the UFMO and AHJ.
 8. At earliest feasible date in each area of Project, complete installation of permanent fire-protection facility and systems, including connected services, and place into operation and use. Instruct key personnel on use of facilities. Protect and maintain permanent fire protection system. Repair or replace any components damaged during construction.
- C. Enforce fire-safety discipline:
1. Store combustible and volatile materials in an isolated, protected location.
 2. Avoid accumulations of flammable debris and waste in or about the Project.
 3. Prohibit smoking in the vicinity of hazardous conditions.
 4. There is NO SMOKING allowed on construction sites located in any occupied building. Smoking is prohibited in all Cornell University buildings.
 5. Closely supervise welding and torch-cutting operations in the vicinity of combustible materials and volatile conditions.
 6. Supervise locations and operations of portable heating units and fuel.
- D. Maintain fire extinguishing equipment in working condition, with current inspection certificate attached to each extinguisher.
- E. Welding or burning operations shall be conducted under a Hot Work Permit issued in accordance with Section 01 41 00. Where such work is permitted, the Contractor shall comply with Cornell EHS's *Contractor Guidelines for Hot Work* and provide an approved fire extinguisher in good operating condition within easy reach of the operating personnel. In each instance, obtain prior approval of Cornell University Environment, Health & Safety.
- Contractor Guidelines for Hot Work*, <https://ehs.cornell.edu/campus-health-safety/fire-and-life-safety/hot-work-and-welding-safety/general-contractor-guidelines-for-hot-work>
- F. Advise Cornell University Environmental Health and Safety of any items affecting Life Safety, e.g., inoperable safety devices or systems, road blockages, exit closing, etc.

2.4 CONSTRUCTION AIDS

- A. Provide construction aids and equipment required to assure safety for personnel and to facilitate the execution of the Work; Scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes, fall protection, harness, tie-off points, and other such equipment.
- B. When permanent stair framing is in place, provide temporary treads, platforms and railings, for use by construction personnel.
- C. Maintain all equipment in a safe condition.

2.5 SUPPORTS

- A. The Contractor shall include cost of all materials and labor necessary to provide all supports, beams, angles, hangers, rods, bases, braces, etc. to properly support the Contract Work. All supports, etc. shall meet the approval of the Architect.
- B. Any and all supports that are of “custom” fabrication or installation shall be designed by the Contractor’s NYS licensed PE with stamped & signed shop drawings and calculations provided for same.

2.6 TEMPORARY ENCLOSURES

- A. Provide temporary weather-tight enclosure for building exterior, maintain in-place until installation of permanent enclosures. Provide temporary weather-tight enclosure of exterior walls as work progresses for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities, and as necessary to provide acceptable working conditions, provide weather protection for interior materials, provide weather protection for occupied areas, allow for effective temporary heating, and to prevent entry of unauthorized persons.
 - 1. Provide temporary exterior doors with self-closing hardware and padlocks or locksets.
 - 2. Other enclosures shall be removable as necessary for work and for handling of materials.
 - 3. Where heating or cooling is needed and permanent enclosure is incomplete, insulate temporary enclosures.
 - 4. Coordinate enclosure with ventilation requirements, material drying or curing requirements, and specified environmental limitations to avoid dangerous or detrimental conditions and effects.

- B. Provide temporary enclosures to separate work areas from areas of the existing building occupied by Owner; to prevent penetration of dust or moisture into occupied areas, to prevent damage to existing equipment, and to protect Owner's employees and operations from construction work.
 - 1. Temporary partition and ceiling enclosures: Framing and sheet materials which comply with structural and fire rating requirements of applicable codes and standards.
 - a. Close joints between sheet materials, and seal edges and intersections with existing surfaces, to prevent penetration of dust or moisture.
 - b. In locations where fire protection is required, paint both sides of partitions and ceilings with fire-retardant paint as required by local fire regulations.
 - 2. Do not remove existing exterior enclosure systems until new exterior enclosure systems are ready for installation. Complete removal of existing exterior enclosure systems as soon as possible. Immediately after completing removal, install new exterior enclosure systems and complete installation as soon as possible.
 - 3. Do not remove existing HVAC systems connected to louvers at existing exterior enclosure systems until new HVAC systems and louvers at exterior enclosure systems are ready for installation. Complete removal of existing HVAC systems and louvers as soon as possible. Immediately after completing removal, install new HVAC systems and new louvers and complete installation as soon as possible.

2.7 TEMPORARY WATER CONTROL

- A. The Contractor shall provide, maintain and operate pumps required to keep the Work free of water at all times.
- B. Dispose of all water with due care and shall not infringe on the rights of others on the Site, of adjacent property owners and of the public. All cost in connection with the removal of such water shall be paid by the Contractor.

2.8 PERSONNEL, PUBLIC AND EMPLOYEE PROTECTION

- A. Provide guardrails, barricades, fences, footways, tunnels and other devices necessary to protect all personnel, employees, and the public, against hazards on, adjacent to or accessing the construction site.
 - 1. Provide signs, warning lights, signals, flags and illumination as necessary to alert persons to hazards and to provide safe, adequate visibility in areas of hazards.
 - 2. Closed sidewalks need to be indicated with OSHA-approved signs, as well as, proper barricades.
 - 3. Provide flag personnel as necessary to guide vehicles, protect personnel, public and employees.

2.9 PROJECT IDENTIFICATION AND SIGNS

- A. No Contractor signs to be displayed at the project site, unless authorized by the Owner in writing.
- B. Owner Construction Project Sign. The Contractor shall install Owner provided project identification signage.

2.10 SECURITY

- A. The Contractor shall provide security services as required to protect the interests of the Owner.
- B. Locks applied to construction site gates and other access entrances shall be coordinated through the Project Manager to allow keys for emergency services.

2.11 FIELD OFFICES

- A. Field offices are not required.

3.0 EXECUTION

3.1 PREPARATION

- A. Consult with Owner, review site conditions and factors which affect construction procedures and temporary facilities, including adjacent properties and public facilities which may be affected by execution of the Work.
 - 1. Designate the locations and extent of temporary construction, storage, and other temporary facilities and controls required for the expeditious accomplishment of the Work.

3.2 GENERAL

- A. Comply with applicable requirements specified in sections of Division 02 through 40.
- B. Make work structurally, mechanically and electrically sound throughout.
- C. Install work in a neat and orderly manner.
- D. Maintain, clean, service and repair facilities to provide continuous usage, and to the quality specified for the original installation.
- E. Relocate facilities as required by progress of construction, by storage or work requirements, and to accommodate requirements of Owner and other contractors employed at the site.

- F. Keep the site, at all times during the progress of the Work, free from accumulation of waste matter or rubbish and shall confine its apparatus, materials and operations of its workers to the limits prescribed except as the latter may be extended with the approval of the Owner's Representative. Cleaning of the structure or structures must be performed daily and removal of waste matter or rubbish must be performed at least once a week.
- G. Contractor shall at all times keep access road and public roads clean of mud and construction debris and maintain dust control to the satisfaction of the Owner.

3.3 REMOVAL

- A. Completely remove temporary structures, materials, equipment and services:
 - 1. When construction needs can be met by use of permanent construction.
 - 2. At completion of the Project.
- B. Repair damage caused by installation or use of temporary facilities. Clean after removal.
- C. Restore existing or permanent facilities used for temporary purposes to specified, or to original condition.
 - 1. Remove foundations and underground installations for temporary construction and utilities.
 - 2. Grade the areas of the site affected by temporary installations to required elevations and slopes, and clean the area.

*****END OF SECTION 01 50 00*****

SECTION 01 51 00 TEMPORARY UTILITIES

1.0 GENERAL

1.1 DESCRIPTION

- A. The Contractor shall furnish, install and maintain temporary utilities required by all trades for construction. Remove on completion of the Work.
- B. The Contractor shall provide all labor and materials for temporary connections and distribution.

1.2 REQUIREMENTS OF REGULATORY AGENCIES

- A. Comply with National Electric Code, current edition.
- B. Comply with Federal, State and local codes and safety regulations and with utility company requirements.

2.0 PRODUCTS

2.1 MATERIALS, GENERAL

- A. Materials may be new or used, but must be adequate in capacity for the required usage, must not create unsafe conditions, and must not violate requirements of applicable codes and standards.

2.2 TEMPORARY ELECTRICITY, LIGHTING AND WATER

- A. The Contractor shall have access to the Owner's water and electric power for constructing the Work. Temporary utility connections shall be made by the Contractor as close to its operations as possible as long as such connections do not over-load the capacity of the Owner's utilities or interfere with its customary utilization thereof. Utility access points shall be determined in cooperation with and acceptable to the Owner.
- B. The Contractor shall be responsible for the economic use of the Owner's Water and Power. The Owner will pay for the water and power consumed in the construction of the Work as long as economical usage of these utilities is maintained. The Owner reserves the right to meter and charge for the power and water consumed if in the opinion of the Owner the usage of these utilities is not economically conducted by the Contractor. In such an event, the Owner shall give three (3) days written notice to the Contractor of its intentions to meter and charge for temporary utilities used by the Contractor.
- C. All temporary power systems including wiring shall be removed by the Contractor when no longer required.

- D. The minimum temporary lighting to be provided is at the rate of fifty foot candles, is to be maintained in each room and changed as required when interior walls are being erected. The required temporary lighting must be maintained for twenty-four (24) hours a day and seven (7) days a week at all stair levels and in all corridors below ground; in any and all egress; in all other spaces temporary lighting is to be maintained only during working hours. All temporary wiring and equipment shall be in conformity with the National Electric Code.
- E. The minimum temporary outdoor security lighting to be provided is as follows:
 - 1. Along the perimeter of the site fence, consisting of vandal-resistant light fixtures with HID lamps, located 150 foot center, mounted on the inside of the construction fence.
 - 2. Lighting for temporary pedestrian paths and roadways, to provide a minimum of 0.1 foot-candle on the path of travel.
- F. Three-phase temporary power circuits shall be installed as required to operate construction equipment of the various trades and to Install and test equipment such as pumps and elevators. The Contractor shall install and maintain temporary or permanent service for the permanently installed building equipment such as sump pumps, boilers, boiler controls, fans, pumps, so that such equipment may be operated when required and so ordered by the Owner's Representative for drainage or for temporary heat.
- G. Except as otherwise provided in the Contract, the Contractor shall submit to the Owner or the Owner's Representative for approval a proposed schedule of all utility shutdowns and cutovers of all types which may be required in connection with the Work. Such schedule shall provide a minimum of two (2) weeks advance notice to the Owner prior to the time of the proposed shutdown and cutover. The Contractor shall be responsible for all charges relating to shutdowns.
- H. Discontinuance, Changes and Removal

The Contractor shall:
 - 1. Discontinue all temporary services required by the Contract when so directed by the Owner or the Owner's Representative. The discontinuance of any such temporary service prior to the completion of the Work shall not render the Owner liable for any additional cost entailed thereby.
 - 2. Remove and relocate such temporary facilities as directed by the Owner or the Owner's Representative, and shall restore the Site and the Work to a condition satisfactory to the Owner.

2.3 TEMPORARY CONTRACTOR TELEPHONE SERVICE

- A. Site Superintendent or their Representative shall carry a cellular telephone at all times.
- B. Provide phone number to Cornell project representatives for communication during Work.

2.4 TEMPORARY SANITARY FACILITIES

- A. The Owner shall designate sanitary facilities to be utilized by the Contractor during construction. The Contractor shall maintain neat, clean and sanitary conditions. The Contractor shall be responsible for costs associated with excessive custodial services associated with such usage.

3.0 EXECUTION

3.1 REMOVAL

- A. Completely remove temporary materials and equipment when their use is no longer required.
- B. Clean and repair damage caused by temporary installations or use of temporary facilities.
- C. Restore existing and permanent facilities used for temporary services to specified, or to original, condition.

*****END OF SECTION 01 51 00*****

SECTION 01 66 00 STORAGE AND PROTECTION

1.0 GENERAL

1.1 DESCRIPTION

- A. Receive, pile, store and handle all materials, equipment and other items incorporated or to be incorporated in the Work, including items furnished by the Owner in a careful and prudent manner and shall protect them against loss or damage from every source.
- B. Obscure from public view, in a manner acceptable to the Owner, staging and storage areas.

1.2 TRANSPORTATION AND HANDLING

- A. Transport and handle products in accordance with manufacturer's instructions; using means and methods that will prevent damage, deterioration, and loss, including theft.
- B. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction space.
- C. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
- D. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installation.
- E. Promptly inspect shipments to assure that products comply with requirements, quantities are correct and products are undamaged.
- F. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement or damage.

1.3 ON-SITE STORAGE

- A. Materials stored on the Site shall be neatly piled and protected, and shall be stored in a neat and orderly manner in locations that shall not interfere with the progress of the Work or with the daily functioning of the Institution.
- B. Materials subject to weather damage shall be protected against the weather by floored weatherproof temporary storage sheds.
- C. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.

- D. Storage piles and sheds shall be located within the area designated as the Staging Area. The Contractor shall work to ensure that the condition of the staging area has no negative impact on the Campus, visually or otherwise; and that outside of that area. The Contractor has no impact at all on the Campus.
- E. Materials stored within the building shall be distributed in such a manner as to avoid overloading of the structural frame, and never shall be concentrated in such a manner as to exceed the equivalent of 50 pounds per square foot uniformly distributed loading. Stored materials shall be moved if they interfere with the progress of the Work.
- F. Should it become necessary during the course of the Work to move stored materials or equipment, the Contractor, at the direction of the Owner or the Owner's Representative, shall move such materials or equipment.

1.4 CAMPUS SITE / BOOKBANK DRIVE STORAGE

- A. All property including construction materials and equipment stored at the Bookbank Drive or other Campus site, shall be stored at the Contractor's sole risk. The Contractor is solely responsible for repair or replacement of property due to any cause of loss. Due to work at the Bookbank Drive lot, staging space is limited and not guaranteed to be provided. If staging space is needed, a request should be submitted to the Project Manager.
- B. The Contractor agrees to hold Cornell harmless from any accident or injury occurring at Bookbank Drive storage or other assigned Campus site associated with the Contractor's storage.
- C. The Contractor understands that Cornell makes "no" warranty regarding any security at the Bookbank Drive or other assigned Campus site.
- D. The Contractor agrees that it is solely responsible for any cleanup of any site contamination caused by the Contractor's storage or storage operations and the Contractor agrees to pay for cleanup of any contamination and restore the site back to the same condition it was found.
- E. It shall be assumed that the Contractor is responsible for site contamination unless the Contractor has reported condition prior to moving storage materials and equipment onto the site. Each Contractor shall be responsible for their own general area whether defined formally or not but in cases where pollutants have traveled or are found in the public areas used by all contractors, the Contractor agrees as follows:
 - 1. If it cannot be determined who is responsible for site contamination after an investigation, all contractors who could be responsible based upon location of the incident agree to share the expense of cleanup equally.
- F. No storage of hazardous materials or environmental contaminants is permitted at the Bookbank Drive or any Campus site. All barrels must have labels affixed identifying contents.

- G. The Contractor will be responsible for securing and maintaining any Campus site area designated to them. All contractor trailers or storage containers located on Cornell Campus Property will need to file for a building permit with the Town of Ithaca. If the trailer/container is there longer than 180 days, the trailer/container will need to meet the Building Code requirements of a permanent structure. The trailer/container will need a means of egress that can be operated from the inside and a fire extinguisher. The contractor will also need to file for a demolition permit when the trailer/container is removed
- H. Unoccupied storage containers not within the project fence shall be labeled in the Cornell standard.

1.5 PROTECTION

- A. The Contractor shall provide security personnel and adopt other security measures as may be necessary to adequately protect materials and equipment stored at the site. The Contractor shall be obligated to replace or pay for all materials and equipment including items furnished by the Owner which have been damaged or stolen prior to completion of the Work.
- B. Protection of Utilities
 - 1. If during the course of the Project, it is necessary to work adjacent to existing utilities, pipelines, structures and equipment, the Contractor shall take all necessary precautions to protect existing facilities from damage.
 - 2. Locations of utilities as shown on the Contract Documents are approximate only. The Contractor shall excavate or otherwise locate to verify existing utilities in advance of its operation.
- C. Protective Covering
 - 1. All finished surfaces shall be protected by the Contractor as follows:
 - a. Door and windowsills and the jambs and soffits of openings used as passageways or through which material is handled, shall be cased and protected adequately against possible damage resulting from the conduct of the work of all trades.
 - b. All surfaces shall be clean and not marred upon delivery of the building to the Owner. The Contractor shall, without extra compensation, replace all blocks, gypsum board, plaster, paint, tile, and all other surfaces, whether or not protected, which are damaged, and shall refinish (including painting as specified) to satisfaction of Owner.
 - c. Tight wood sheathing shall be laid under any materials that are stored on finished concrete surfaces and planking must be laid before moving any materials over these finished areas. Wheelbarrows used over such areas shall have rubber tires on wheels.
 - d. Contractor has the responsibility for protection of carpeting and all finish flooring during all phases of the Work including after installation.

- e. All floors exposed to view as a floor finish shall be protected by overlaying with plywood in all areas subject to construction traffic within and without the building, special care shall be taken to protect all stair finish surfaces including but not limited to flooring, wood in-fill stairs, cabinetry, counters, equipment, etc.

1.6 PROTECTION AFTER INSTALLATION

- A. Protect installed products, including Owner-provided products, and control traffic in immediate area to prevent damage from subsequent operations.
- B. Provide protective coverings at walls, projections, corners, and jambs, sills, and soffits of openings in and adjacent to traffic areas.
- C. Cover walls and floors of elevator cabins, and jambs of cab doors, when elevators are used by construction personnel.
- D. Protect finish floors and stairs from dirt, wear, and damage:
 - 1. Secure heavy sheet goods or similar protective materials in place, in areas subject to foot traffic.
 - 2. Lay planking or similar rigid materials in place, in areas subject to movement of heavy objects.
 - 3. Lay planking or similar rigid materials in place, in areas where storage of products will occur.
- E. Protect waterproofed and roofed surfaces:
 - 1. Restrict use of surfaces for traffic of any kind, and for storage of products.
 - 2. When an activity is mandatory, obtain recommendations for protection of surfaces from manufacturer. Install protection and remove on completion of activity. Restrict use of adjacent unprotected areas.
- F. Restrict traffic of any kind across planted lawn and landscape areas.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

*****END OF SECTION 01 66 00*****

SECTION 01 73 29 CUTTING, PATCHING AND REPAIRING

1.0 GENERAL

1.1 DESCRIPTION

- A. The Contractor shall be responsible for all cutting, fitting and patching, including excavation and backfill, required to complete the Work or to:
 - 1. Make sure several parts fit together properly.
 - 2. Uncover portions of the Work to provide for installation of ill-timed work.
 - 3. Remove and replace defective work.
 - 4. Remove and replace work not conforming to requirements of Contract Documents.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Repair or restore existing or new surfaces and finishes to match adjacent existing or new surfaces and finishes.
- B. Upon written instructions of the Owner's Representative:
 - 1. Uncover designated portions of Work for Architect's observation of covered work.
 - 2. Remove samples of installed materials for testing beyond that specified.
 - 3. Remove Work to provide for the alteration of previously incorrectly installed work.
 - 4. Patch work uncovered or removed.
- C. Do not damage or endanger any Work by cutting or altering the Work or any part thereof.
- D. Do not cut or otherwise alter the Work of the Owner except with the written consent of the Owner's Representative.
- E. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
- F. Openings and Chases
 - 1. Build openings, including but not limited to channels, chases and flues as required to complete the Work as set forth in the Contract.
 - 2. After installation and completion of any work for which openings have been provided, build in, over, and around and finish all such openings as required to complete the Work.

3. Furnish and install all sleeves, inserts, hangers and supports required for the execution of the Work.

1.2 SUBMITTALS

- A. Submit a written request to the Architect prior to executing any cutting, alteration or excavation which affects the Work of the Owner, or which may affect the structural safety of any portion of the Project. Include:
 1. Identification of the Project.
 2. Description of the affected Work.
 3. The necessity for doing the cutting, alteration or excavation.
 4. The effect on the Work of the Owner's property, or on the structural integrity of the Project.
 5. Description of the proposed Work:
 - a. The scope of cutting, patching, alteration, or excavation.
 - b. Contractor and trades who will execute the work.
 - c. Products proposed to be used.
 - d. The extent of refinishing to be done.
 6. Alternatives to cutting, patching or excavation.
 7. Designation of the responsibility for the cost of cutting and patching.
 8. Written permission of any separate contractor whose work will be affected.
- B. Should conditions of the Work or the schedule indicate a change of products from the original installation, submit a request for substitution as specified in Section 01 25 00 - Substitutions and Product Options.
- C. Submit a written notice to the Architect and the Owner designating the date and the time the Work will be uncovered.

1.3 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity for load-deflection ratio.
 1. Obtain written approval of the cutting and patching proposal before cutting and patching structural elements, including but not limited to the following:
 - a. Foundation construction

- b. Bearing and retaining walls
 - c. Structural concrete
 - d. Structural steel and lintels
 - e. Structural decking
 - f. Miscellaneous structural metals
 - g. Exterior wall back-up supports and anchoring systems
 - h. Piping, ductwork, vessels, and equipment supports
 - i. Equipment supports
- B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operation life or safety.
- 1. Obtain written approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
 - a. Primary operational systems and equipment
 - b. Air or smoke barriers
 - c. Water, moisture, or vapor barriers
 - d. Membranes and flashings
 - e. Fire protection systems
 - f. Control systems
 - g. Communication systems
 - h. Electrical wiring systems
 - i. Operating systems of special construction for MEP work
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Owner's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction which was cut and patched in a visually unsatisfactory manner at no expense to the Owner.

- D. Waterproofing and Water Tightness: Do not cut or alter waterproofed walls or floors or any structural members without written permission of the Owner.
1. Waterproofing and Roofing Membranes
 - a. Employ qualified contractors to accomplish all required cutting, patching, or repairing of existing waterproofing and roofing membranes.
 - b. Before beginning cutting, patching or repairing of existing waterproofing and roofing membranes, obtain approval of all materials, methods and contractor to be used from the Owner and agency, or agencies, holding bond or guarantee/warranty in force for membrane.
 2. Water Tightness
 - a. The Contractor shall be responsible for water tightness of product, materials, and workmanship, including work specified to be watertight and inferred by general practice to be watertight.
 - b. All floors (slabs), walls, roof, glazing, windows, doors, sleeves through foundation walls, flashings, and similar items shall be watertight.
 - c. If details or materials shown or specified are felt not satisfactory to produce water tightness, the Contractor shall inform the Owner's Representative before installation and submit proposed substitution or alternative method for review and approval. The Contractor shall execute approved change and make watertight at no additional cost to the Owner.

1.4 WARRANTIES

- A. Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

2.0 PRODUCTS

2.1 MATERIALS

- A. Comply with the Contract Documents for each product involved.
- B. Use materials identical to in-place or existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible. If identical materials are unavailable or cannot be used, use materials whose installed performance will equal or surpass that of in-place or existing materials, and will match visual appearance of in-place or existing materials.

3.0 EXECUTION

3.1 INSPECTION

- A. Inspect existing conditions of the Project, including elements subject to damage or to movement during:
 - 1. Cutting and patching.
 - 2. Excavation and backfilling.
- B. After uncovering Work, inspect the conditions affecting the installation of products, or performance of the Work.
- C. Report unsatisfactory or dubious conditions to the Architect in writing; do not proceed with the Work until the Architect has provided further instructions.

3.2 PREPARATION

- A. Provide shoring, bracing and other support as necessary to assure the structural safety of that portion of the Work.
- B. Provide devices and methods to protect other portions of the Project from damage.
- C. Provide for vertical and lateral support required to protect adjacent buildings and properties.
- D. Provide protection from the elements for that portion of the Project which may be exposed by cutting and patching work, including but not limited to pumping to maintain excavations free from water.
- E. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- F. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
 - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.

- B. Cutting: Cut existing construction using methods which will assure safety, will be least likely to damage elements retained or adjoining construction, and will provide proper surfaces to receive new work.
1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 3. Cut through concrete and masonry using a cutting machine, such as a carbon saw or a diamond-core drill.
 4. Comply with the requirements of applicable MEP work where cutting and patching of services is required.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
 3. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes:
 - a. For continuous surfaces, refinish to nearest intersection.
 - b. For an assembly, refinish the entire unit.
 4. When patching existing plaster finished walls and partitions, the Contractor shall utilize plaster trim, lath and other metal components to match the integrity of the existing system. All plaster finishes shall match existing finishes so as to provide a uniform visual appearance.
 5. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

6. Ceilings: Patch, repair, or re-hang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
7. Concrete Masonry Units: Patch walls by toothing-in units using salvaged or new CMU units matching in-place units for type and size. Match coursing patterns, mortar joint profiles, and other features of in-place CMU walls. Use accessory materials compatible with in-place materials.
8. Brick and Masonry: Patch walls by toothing-in units using salvaged or new brick and masonry matching in-place brick and masonry units. Match coursing patterns, mortar joint profiles, and other features of in-place brick and masonry walls. Use accessory materials compatible with in-place materials.
9. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather-tight condition.
 - a. Existing Roofing: Comply with requirements of existing roofing manufacturer for cutting and patching existing roofing system. Provide flashing and trim, base sheets, base flashing, adhesives, insulation, blocking, substrate boards, accessories, and other required items to patch roofing at penetrations and roof-top mounted items.
- D. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
 1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.
- E. Execute excavating and backfilling by methods which will assure safety, will prevent settlement or damage to other work.
- F. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- G. Restore Work which has been cut or removed; install new products to provide completed Work in accordance with requirements of Contract Documents.
- H. The Contractor shall replace, repair and patch all surfaces of the ground, and of any structure disturbed by its operations and its Work, which surfaces and structures are intended to remain, even if such operations and work are outside the property lines. Such replacement, repair and patching shall be with like material and shall restore surfaces as they existed.

3.4 CLEANING

- A. Clean area and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.
- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

*****END OF SECTION 01 73 29*****

SECTION 01 77 00 PROJECT CLOSEOUT

1.0 GENERAL

1.1 INSPECTIONS

A. Substantial Completion:

1. Within a minimum of five (5) days prior to substantial completion, when the Work has reached such a point of completion that the building or buildings, equipment and apparatus can be occupied and used for the purpose intended, the Contractor shall conduct a detailed inspection of the Work to ensure that all requirements of the Contract have been met and that the Work is complete and is acceptable. Contractor shall prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
2. After receipt of the Contractor's initial punch list, the Architect will make an inspection of the Work to determine that the Work is substantially complete and that requirements of the Contract have been met and that the Work is sufficiently complete and is acceptable for use. The Architect will submit a marked-up list of items to be completed and/or corrected, inclusive of the Contractor's punch list, with an estimated dollar value for each item.
3. The Architect shall prepare a Certificate of Substantial Completion, template provided by the Owner, on the basis of an inspection, when the Architect has determined that the Work is substantially complete.
4. A copy of the report of the inspection will be furnished to the Contractor as the inspection progresses so that the Contractor may proceed without delay with any part of the Work found to be incomplete or defective.
5. All work performed under a Fire Protection System Installation/Alteration Operating Permit shall be inspected by the Ithaca Fire Department, or if so delegated by the Ithaca Building Department and the Owner's Environmental Health and Safety Department.
 - a. A member of the Ithaca Fire Department shall witness all acceptance or reacceptance testing of work performed under a Fire Protection System Installation Operating Permit. All testing and inspections shall be in compliance with the applicable NFPA codes as referenced by Section 906.1 of the Fire Code of NYS.
 - b. Work classified as a 'Repair' under the Existing Building Code does not require the Ithaca Fire Department to witness the testing of the affected systems. Systems that have been repaired must still be tested as required by the Fire Code of NYS and NFPA.

- c. The Ithaca Fire Department Shall Witness the Acceptance or Reacceptance Testing for the Following Conditions:
- Testing of any new installation of a fire alarm, fire suppression, or fire detection system as required by the Fire Code of New York State.
 - Hydrostatic testing of sprinkler system where the modification affects more than twenty (20) sprinkler heads and the modified area can be isolated from the rest of the system
 - Installation or replacement of a fire pump or drive elements of the fire pump.
 - A Fire Alarm System with added or deleted components.
 - A Fire Alarm System where the wiring or control circuits have been modified.
 - A Fire Alarm System where the control unit (Fire Alarm Panel) has been replaced or the control unit software has been replaced.
 - A smoke control system where the master control unit, individual fan control unit, or fan drive unit has been replaced or modified.
 - An alternative fire suppression system that has been replaced or the actuation elements have been modified. Except: fusible link replacement.
 - A modification or extension of the piping for a fire standpipe system where a hydrostatic test is required by NFPA 14.

B. Final Acceptance:

1. When the items appearing on the report of inspection have been completed or corrected, the Contractor shall so advise the Architect. After receipt of this notification and Contractor's certified list of completed items, the Owner's Representative will inform the Contractor of the date and time of final inspection. A copy of the report of the final inspection containing all remaining contract exceptions, omissions and incomplete Work will be furnished to the Contractor.
2. After receipt of notification of completion and all remaining contract exceptions, omissions and incomplete Work from the Contractor, the Architect will make an inspection to verify completion of the exception items appearing on the report of final inspection.

1.2 SUBMITTALS

- A. Contractor's List of Incomplete Items: Initial punch list submittal at Substantial Completion.
 - 1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor, listing by room or space number. Organize items applying to each space by major element, including categories for individual exterior face elevations, ceilings, individual walls, floors, doors, roof levels, casework, equipment, and building systems.
- B. Contractor's Certified List of Completed Items: Final signed punch list submittal at Final Completion.
- C. Certificates of Release: Occupancy permits from authorities having jurisdiction.

1.3 FINAL CLEAN UP

- A. Upon completion of the Work covered by the Contract the Contractor shall leave the completed Project ready for use and occupancy without the need of further cleaning of any kind and with all Work in new condition and in perfect order. In addition, upon completion of all Work, the Contractor shall remove from the vicinity of the Work all plant, buildings, rubbish, unused materials, concrete forms and other materials belonging to him or used under its direction during construction or impairing the use or appearance of the property and shall restore such areas affected by the Work to their original condition, and, in the event of its failure to do so, the same shall be removed by the Owner at the expense of the Contractor, and the Contractor and/or its surety shall be liable therefore. Final clean-up shall include but not be limited to the following:
 - 1. All finished surfaces shall be swept, dusted, washed and polished. This includes cleaning of the Work of all finishing trades where needed, whether or not cleaning by such trades is included in their respective sections of the specifications.
 - 2. Roofs, utility tunnels, manholes and pipe trenches and spaces between the new and existing Work shall be left thoroughly cleaned.
 - 3. Finished flooring shall be thoroughly cleaned in accordance with the manufacturer's recommendations.
 - 4. Where the finish of floors has been marred or damaged in any space or area, the entire floor of that space or area shall be refinished as recommended by the manufacturers of the flooring.
 - 5. All equipment shall be in an undamaged, bright, clean, polished and new appearing condition.
 - 6. All new glass shall be washed and polished, both sides. The Contractor shall be responsible for all breakage of glass in the area of the Work from the commencement of its activities until the building is turned over to Owner. The Contractor shall replace all broken glass and deliver the entire building with all glazing intact and clean.

7. Provide new filters for all fan convectors after final cleaning.
 8. Refer to exterior clean up. Remove paint and glazing compound from surfaces.
- B. Clean adjacent structures and improvements of dust, dirt, and debris caused by construction operations. Return adjacent areas to condition existing before construction operations began.

1.4 MAINTENANCE STOCK

- A. Turn over to Owner's Representative the maintenance stock specified. Contractor shall obtain signed receipt from Owner's Representative for all maintenance stock.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

*****END OF SECTION 01 77 00*****

SECTION 01 78 23 OPERATING AND MAINTENANCE DATA

1.0 GENERAL

1.1 DESCRIPTION

- A. The Contractor shall compile product data and related information appropriate for Owner's maintenance and operation of products furnished under the Contract.
 - 1. Prepare operating and maintenance data as specified in this Section, as referenced in other pertinent sections of Specifications and as necessary to operate the completed Work.
 - 2. Operations and maintenance data, in final format, shall be available to the Owner prior to substantial completion.
- B. Instruct Owner's personnel in the maintenance of products and in the operation of equipment and systems.

1.2 FORM OF SUBMITTALS

- A. Prepare data in the form of an instructional manual for use by Owner's personnel.
- B. Upload electronic files to ePM system of complete manual in final form.
 - 1. Format:
 - a. Size: 8-1/2" x 11".
 - b. Text: Manufacturer's, scanned .pdf and/or neatly typewritten Word file.
 - c. Drawings in electronic format
 - Drawings are required in PDF format. Drawings shall be in AutoCAD v14 or higher format.
 - d. Provide divider for each separate product, and major component parts of equipment.
 - Provide type description of product, and major component parts of equipment.
 - Provide indexed PDF bookmarks.
 - Provide a series of files organized in subdirectories with a summary index with hyperlinks to the various documents.

- e. Cover: Identify each volume with title "OPERATIONS AND MAINTENANCE INSTRUCTIONS".

List:

- Title of Project
- Identity of separate structure as applicable.
- Identity of general subject matter covered in the manual.

1.3 CONTENT OF MANUAL

- A. Table of contents, typewritten, for each volume, arranged in a systematic order.
1. Contractor, name of responsible principal, address and telephone number.
 2. A list of each product required to be included, indexed to the content of the volume.
 3. List, with each product, the name, address and telephone number of:
 - a. Subcontract or installer.
 - b. Maintenance contractor, as appropriate.
 - c. Identify the area of responsibility of each.
 - d. Local source of supply for parts and replacement.
 4. Identify each product by product name and other identifying symbols as set forth in Contract Documents.
- B. Product Data:
1. Include only those sheets which are pertinent to the specific product.
 2. Annotate each sheet to:
 - a. Clearly identify the specific product or part installed.
 - b. Clearly identify the data applicable to the installation.
 - c. Delete reference to inapplicable information.
- C. Submittal Data:
1. Include a record copy of the final, approved product submittal. Record copy shall be a clean copy (free of notes from the design professional) which has been updated to reflect the "as-installed" system.

- D. Drawings:
 - 1. Supplement product data with drawings as necessary to clearly illustrate:
 - a. Relations of component parts of equipment and systems.
 - b. Control and flow diagrams.
 - 2. Coordinate drawings with information on Record Documents to assure correct illustration of completed installation.
 - 3. Do not use Record Documents as maintenance drawings.
- E. Written text, as required to supplement product data for the particular installation:
 - 1. Organize in a consistent format under separate headings for different procedures.
 - 2. Provide a logical sequence of instructions for each procedure.
- F. Original copy of each warranty, bond, and service contract issued.
 - 1. Provide information sheet for Owner's personnel, give:
 - a. Proper procedures in the event of failure.
 - b. Instances which might affect the validity of warranties or bonds.

1.4 MANUAL FOR MATERIALS AND FINISHES

- A. Upload electronic files to ePM system.
- B. Content, for architectural products, applied materials and finishes:
 - 1. Manufacturer's data, giving full information on products:
 - a. Catalog number, size, and composition.
 - b. Color and texture designations.
 - c. Information required for reordering special-manufactured products.
 - d. Certification as to asbestos free
 - 2. Instructions for care and maintenance:
 - a. Manufacturer's recommendation for types of cleaning agents and methods.
 - b. Cautions against cleaning agents and methods which are detrimental to the product.
 - c. Recommended schedule for cleaning and maintenance.

- C. Content, for moisture-protection and weather-exposed products:
 - 1. Manufacturer's data, giving full information on products.
 - a. Applicable standards
 - b. Chemical composition
 - c. Details of installation
 - 2. Instructions for inspection, maintenance, and repair.
- D. Additional requirements for maintenance data: The respective sections of Specifications.

1.5 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Upload electronic files to ePM system.
- B. Content, for each unit of equipment and system, as appropriate:
 - 1. Description of unit and component parts.
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of all replaceable parts.
 - 2. Operating procedures:
 - a. Start-up, break-in, routine and normal operating instructions.
 - b. Regulation, control, stopping, shutdown and emergency instructions.
 - c. Summer and winter operating instructions.
 - d. Special operating instructions.
 - 3. Maintenance Procedures:
 - a. Routine operations.
 - b. Guide to "troubleshooting".
 - c. Disassembly, repair and reassembly.
 - d. Alignment, adjusting and checking.
 - 4. Servicing and lubrication required:
 - a. List of lubricants required.
 - 5. Manufacturer's printed operating and maintenance instructions.

6. Description of sequence of operation by control manufacturer.
 7. Original manufacturer's parts list, illustrations, assembly drawings and diagrams required for maintenance.
 - a. Predicted life of parts subject to wear.
 - b. Items recommended to be stocked as spare parts.
 8. As-installed control diagrams by controls manufacturer.
 9. Each contractor's coordination drawings.
 - a. As-installed color coded piping diagrams.
 10. Charts of valve tag numbers, with the location and function of each valve.
 11. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 12. Other data as required under pertinent sections of Specifications.
- C. Content, for each electric and electronic system, as appropriate:
1. Description of system and component parts:
 - a. Function, normal operating characteristics, and limiting conditions.
 - b. Performance curves, engineering data and tests.
 - c. Complete nomenclature and commercial number of replaceable parts.
 2. Circuit directories of panel boards:
 - a. Electrical service.
 - b. Controls.
 - c. Communications.
 3. As-installed color coded wiring diagrams.
 4. Operating procedures:
 - a. Routine and normal operating instructions.
 - b. Sequences required.
 - c. Special operating instructions.

5. Maintenance procedures:
 - a. Routine operations.
 - b. Guide to "troubleshooting".
 - c. Disassembly, repair and reassembly.
 - d. Adjustment and checking.
 6. Manufacturer's printed operating and maintenance instructions.
 7. List of original manufacturer's spare parts, manufacturer's current prices, and recommended quantities to be maintained in storage.
 8. Other data as required under pertinent sections of Specifications.
- D. Additional requirements for operations and maintenance data: See the respective sections of Specifications and General Conditions.

1.6 SUBMITTAL REQUIREMENTS

- A. Submit through ePM system preliminary draft of proposed formats and outlines of contents of the O&M Manual thirty (30) calendar days after approved submittals.
- B. Submit completed data in final form twenty (20) calendar days prior to the Acceptance Phase (final Payment Application) of the Project.
- C. Submit specified number of copies of approved data in final form prior to final acceptance.

1.7 INSTRUCTIONS OF OWNER'S PERSONNEL

- A. Prior to final inspections or acceptance, fully instruct Owner's designated operating and maintenance personnel in the operation, adjustment and maintenance of all products, equipment and systems:
 1. Instruction time shall be sufficient to fully instruct all shifts of the Owner's operating and maintenance personnel.
- B. Operations and maintenance shall constitute the basis of instruction:
 1. Review contents of manual with Owner personnel in full detail to explain all aspects of operations and maintenance.

- C. Submit documentation, signed by each of the Owner's Representatives who have been instructed, describing:
 - 1. Method of Instruction.
 - 2. Equipment and Systems Operated.
 - 3. Length of Instruction Period.
- D. Contractor is fully responsible until final acceptance, even though operated by Owner's personnel, unless otherwise agreed in writing.

1.8 OPERATING INSTRUCTIONS

- A. Upload in ePM system all operating, maintenance and starting precautions and procedures to be followed by Owner for operating all systems and equipment.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

*****END OF SECTION 01 78 23*****

SECTION 01 78 36 WARRANTIES AND BONDS

1.0 GENERAL

1.1 DESCRIPTION

The Contractor shall:

- A. Compile specified warranties and bonds.
- B. Compile specified service and maintenance contracts.
- C. Co-execute submittals when so specified.
- D. Review submittals to verify compliance with Contract Documents.
- E. Submit to Architect for transmittal to Owner.

1.2 SUMMARY

- A. This Section specifies general administrative and procedural requirements for warranties and bonds required by the Contract Documents, including manufacturers standard warranties on products and special warranties.
 - 1. Refer to the General Conditions for terms of the Contractor's special warranty of workmanship and materials.
 - 2. General closeout requirements are included in Section 01 77 00 - "Project Closeout."
 - 3. Specific requirements for warranties for the Work and products and installations that are specified to be warranted, are included in the individual Sections of Divisions 2 through 40.
 - 4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.
- B. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products, nor does it relieve suppliers, manufacturers, and Subcontractors required to countersign special warranties with the Contractor.

1.3 DEFINITIONS

- A. Standard Product Warranties are pre-printed written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

- B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner

1.4 QUALITY ASSURANCE

- A. Use adequate care and diligence to review Contract Documents to identify detailed requirements relating to warranties and bonds.
- B. Verify that each item required for this submittal conforms with specified requirements.

1.5 WARRANTY REQUIREMENTS

- A. In addition to standard and special warranties described in Divisions 2 through 40, Contractor shall warrant work included in this Project, for a minimum period of one (1) year following acceptance of a Certificate of Substantial Completion by Owner, to cover performance, materials, workmanship and compliance with Contract Documents.
- B. Corrective Work: Provide service within thirty (30) calendar days when requested by Owner. Perform services during normal working hours, unless specifically directed otherwise by Owner. Coordinate with Owner's representative to schedule performance of corrective work. Where designated service providers cannot perform corrective work within the Owner's required time frame, engage another qualified service provider. Submit a written statement to Owner upon completion of corrective work; document work performed and list outstanding items, if any.
 - 1. When a completed breakdown of a piece of equipment occurs or the malfunction of a system affects the environment or program involving 50 or more persons at a time (employees and students combined), or creates a safety or security risk to the Owner, an EMERGENCY may be declared by the Owner. The Owner may declare an emergency as defined above at which time the service response must be within 4 hours and may require action during non-normal working hours.
 - 2. When an emergency condition occurs, the Owner may take immediate corrective action to relieve the problem by making, a minimum as possible, temporary adjustments and/or repairs when necessary to decrease the problem until the designated Contractor's representative can respond. These temporary adjustments and repairs will in no way jeopardize the existing warranty.
 - 3. The Owner's service staff will advise the Contractor's Representative of all temporary adjustments and repairs done in relation to the malfunctioning equipment or facility.
 - 4. If the Contractor fails to respond with actual service within four (4) hours, and/or the necessary repairs or adjustments are not satisfactorily complete twenty-four (24) hours, the Owner will have the authority to make the necessary repairs or adjustments and charge the Contractor for parts and labor.
 - 5. If all adjustments and repairs done by the Owner in relation to the above conditions are done by authorized district personnel, there will be no negative effect of future warranty claims.

- C. **Related Damages and Losses:** When correcting failed or damaged warranted work, remove and replace other Work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.
- D. **Reinstatement of Warranty:** When work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.
- E. **Replacement Cost:** Upon determination that work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with requirements of Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.
- F. **Owner's Recourse:** Expressed warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.
- G. **Contractor's Procurement Obligations:** Do not purchase, subcontract for, or allow others to purchase or subcontract for materials or units of work for Project where a special project guaranty, specified product warranty, certification, or similar commitment is required until it has been determined that entities required to sign or countersign such commitments are willing to do so.
- H. **Specific Warranty.** Where a special warranty, certification, or similar commitment is required on such work or part of the Work, the Owner reserves the right to refuse to accept the Work until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.6 SUBMITTAL REQUIREMENTS

- A. Submit written warranties to the Architect prior to the date certified for Substantial Completion. If the Architect's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Architect or Owner.
 - 1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Architect and Owner within fifteen (15) days of completion of that designated portion of the Work.
- B. When a special warranty is required to be executed by the Contractor, or the Contractor and a Subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner through the Architect for acceptance prior to final execution.

1.7 SUBMITTALS REQUIRED

- A. Submit warranties, bonds, and service and maintenance contracts as specified in the respective sections of Specifications. Submit a list of all required warranties.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION

3.1 FORM OF SUBMITTALS

- A. The Warranties and Bonds shall be in electronic pdf format. Each submission shall include the title of the Project and the name of the Contractor.
- B. Provide a series of files organized in subdirectories with a summary index with hyperlinks to the various documents and or references.
- C. Assemble warranties, bonds and service and maintenance contracts, executed by each of the respective manufacturers, suppliers and subcontractors.
- D. Table of Contents: Neatly typed, in orderly sequence. Provide complete information for each item.
 - 1. Product or work item.
 - 2. Item description.
 - 3. Notation of what the equipment serves (e.g. – Provides perimeter heat)
 - 4. Warranty Provider. Is the warranty provided by a manufacturer or installer?
 - 5. Firm, with name of principal and responsible party, address and telephone number.
 - 6. Scope.
 - 7. Duration.
 - a. Date of beginning of warranty, bond or service and maintenance contract
 - b. End date of warranty, bond or service and maintenance contract.
 - 8. Provide information for Owner's personnel:
 - a. Proper procedure in case of failure.
 - b. Instances which might affect the validity of warranty or bond.
 - 9. Contractor, name of responsible principal, address and telephone number.

3.2 TIME OF SUBMITTALS

- A. Make final submittals within ten (10) days after Date of Substantial Completion, prior to final request for payment.
- B. For items of work when acceptance is delayed materially beyond the Date of Substantial Completion, provide updated submittal within ten (10) days after acceptance, listing the date of acceptance as the start of the warranty period.

*****END OF SECTION 01 78 36*****

SECTION 01 78 39 RECORD DOCUMENTS

1.0 GENERAL

1.1 DESCRIPTION

- A. The Contractor shall maintain at the site, during construction, one record copy of:
 - 1. Drawings
 - 2. Specifications
 - 3. Addenda
 - 4. Change Orders and other Modifications to the Contract
 - 5. Architect's Field Orders or written instructions.
 - 6. Final Shop Drawings, Product Data and Samples
 - 7. Field Test records
 - 8. Construction photographs
- B. The Contractor shall provide to the Owner As-Built documentation required by the NCAA for Project Close-Out. Requirements shall be reviewed with the Owner's Representative.

1.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

- A. Store documents and samples in Contractor's field office apart from documents used for construction.
- B. File documents and samples in accordance with the Owner's electronic project management system document structure.
- C. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- D. Make documents and samples available at all times for review by the Owner's Representative and the Architect.

1.3 RECORDING

- A. Label each document "AS BUILT" in neat large printed letters.
- B. Record information concurrently with construction progress.
 - 1. Do not conceal any Work until required information is recorded.

C. Drawings

As built drawings shall consist of making any changes neatly and clearly on the Contract Drawings using colored ink or pencil, shall be kept current by the contractor on a day-to-day basis in concert with the progress of the Work. Where applicable, the change marked on a drawing is to carry the notation "per Change Order No. X", or similar reference which cites the reason for the change. As an alternative approach the Contractor can submit a plan for producing the "As-Built" drawings via electronic mark-up in Bluebeam, Adobe Professional, or other similar program as an alternative to colored pencil or ink mark-ups. Such plan shall be subject to approval of the Owner.

The day-to-day construction as built drawings shall be made available to the Architect or Owner's Representative for review upon request. The "As built" drawings shall show all changes to the following areas of construction:

1. Architectural:
 - a. Modifications to components dictated by the building code
 - b. Wall, door, window locations
 - c. Built in casework locations
 - d. New rated door and wall schedules/ locations
 - e. Material and products where submittals are requested
2. Civil and Structural
 - a. Dimensions for load carrying elements, both horizontal and vertical
 - b. Materials and products where submittals are requested
 - c. Load carrying elements and foundation systems
 - d. Site related elements including:
 - Building outlines, entranceways, areaways, roof overhangs, downspouts, significant architectural projections and other pertinent data.
 - e. All significant changes in foundations, columns, beams, openings, concrete reinforcing, lintels, concealed anchorages and "knock-out" panels made during construction.
 - f. Building envelope systems including roofing systems and building shell systems
 - g. Geotechnical subsurface information
 - h. Items that will require future maintenance
 - i. Life safety critical items

3. Mechanical (HVAC, Plumbing and Fire Protection)
 - a. Products where submittals are requested
 - b. Final locations of all equipment.
 - c. Final sizes and materials of piping and ductwork.
 - d. Final locations of inaccessible piping and ductwork.
 - e. Final locations of all controls equipment, including all sensors and actuators.
 - f. Final locations of all valves and dampers, including all shutoff valves, balance dampers and fire dampers.
 - g. Location of access doors for all equipment in concealed locations.
 - h. Final location and arrangement of all mechanical equipment and concealed gas, sprinkler, domestic, sanitary and drainage systems piping and other plumbing, including, but not limited to, supply and circulating mains, principal valves, meters, clean-outs, drains, pumps and controls, vent stacks, sanitary and storm water drainage.
4. Electrical
 - a. Products where submittals were requested.
 - b. Circuit (wire and raceway) size, number, and type.
 - c. Main circuit pathways for Fire Alarm, Emergency Power, and Access Control/Security systems.
 - d. Final locations of equipment and devices, interior and exterior luminaires, and power supplies.
 - e. Final location of electric signal system panels, final arrangement of all circuits and any significant changes made in electrical signal system design as a result of Change Order or job conditions.
5. Environmental
 - a. Utility related elements and supporting infrastructure

D. Specifications and Addenda

Legibly mark each section to record:

1. Manufacturer, trade name, catalog number, and Supplier of each product and item of equipment actually installed.
2. Changes made by Field Order or by Change Order.

1.4 SUBMITTAL

- A. After completion of Punchlist, deliver copies of all record documents to the Owner's Representative.
- B. Accompany submittal with transmittal letter in duplicate, containing:
 - 1. Date
 - 2. Project title and number
 - 3. Contractor's name and address
 - 4. Title and number of each record document
 - 5. Certification that each document is complete and accurate
 - 6. Signature of Contractor or its authorized representative.

2.0 PRODUCTS – NOT USED

3.0 EXECUTION – NOT USED

*****END OF SECTION 01 78 39*****