

**Attachment 2- Central Library  
Cooling Tower General Conditions**

**1.0 Review of Contract Documents and Field Conditions by Contractor**

1.1 The Contractor shall perform the Work in accordance with the Contract Documents.

1.2 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

1.3 The Contract Documents are complementary, therefore the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as information furnished, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

1.4 Information contained in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. In case of difference between drawings and specifications, the specifications shall govern.

1.5 The Contractor shall promptly report any nonconformity with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities discovered by or made known to the Contractor as a request for information.

1.6 The Contractor shall submit written notification if the Contractor believes that additional cost or time is involved because of clarifications or instructions.

**2.0 Supervision and Construction Procedures**

2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice and shall propose alternative means, methods, techniques, sequences, or procedures. The proposed alternative shall be evaluated solely for conformance with the design intent for the completed construction. Unless objections to the Contractor's proposed alternative are made, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

2.2 The Contractor shall be responsible for acts and omissions of the Contractor's employees, subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its subcontractors.

2.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

2.4 The Contractor shall coordinate its construction operations, including those of its subcontractors and with other entities to ensure the efficient and orderly installation of each part of the Work. The Contractor shall coordinate the various operations required by different sections of the specifications that depend on each other for proper installation, connection, and operation.

### **3.0 Labor and Materials**

3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, potable water, heat, utilities, transportation, lighting, and other facilities, including toilet facilities, and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

3.2 The Contractor may make substitutions only after securing written consent from the Queens Borough Public Library (Library) in accordance with a Change Order or Construction Change Directive.

3.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

### **4.0 Safety and Security Precautions and Programs**

4.1 The Contractor shall be responsible for initiating, maintaining, and supervising all safety and security precautions and programs including building and site security and safety, temporary facility security and safety, and security and safety in connection with executing the Work, including but not limited to those relating to COVID-19.

4.2 The Contractor shall take precautions for security and safety of, and shall provide reasonable protection to prevent damage, injury, or loss to; employees on the Work and other persons who may be affected thereby, including but not limited to precautions and protections relating to COVID-19; the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a subcontractor, or a sub-subcontractor; and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

4.3 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss, including but not limited to those relating to COVID-19.

4.4 The Contractor shall implement, erect, post, and maintain, as required by existing conditions

and by execution of the Work, safeguards for use, safety, and protection, including shoring, underpinning, barriers, applicable signage, warnings against hazards; safety regulations; and notifying users of adjacent sites and utilities of safeguards, including but not limited to those relating to COVID-19.

4.5 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Library and obtain written permission for storage and location of stored materials or equipment.

4.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing.

4.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

4.8 The Contractor shall take all necessary precautions to prevent injury to the public, occupants, or damage to property of others. The public and occupants includes all persons not employed by the Contractor or a subcontractor. Whenever practical, the work area shall be fenced, barricaded or otherwise blocked off from the public or occupants to prevent unauthorized entry into the work area and including, without limitation, the following:

4.8.1 The Contractor shall provide traffic barricades and traffic control signage where construction activities occur in vehicular areas.

4.8.2 The Contractor shall not obstruct corridors, aisles, stairs, doors, and exits or use in a manner to encroach upon routes of ingress or egress utilized by the public, occupants, workers, or to present an unsafe condition to the public, occupants, or workers.

4.8.3 The Contractor shall store, position and use equipment, tools, materials, scraps and trash in a manner that does not present a hazard to the public, occupants, or workers by accidental shifting, ignition or other hazardous activity.

4.8.4 The Contractor shall store and transport refuse and debris in a manner to prevent unsafe and unhealthy conditions for the public, occupants, and workers.

4.8.5 The Contractor shall cover refuse containers and remove refuse on a frequent and regular basis.

4.8.6 The Contractor shall use tarpaulins or other appropriate means to prevent loose transported materials from dropping from trucks or other vehicles.

4.9 The Contractor shall protect existing materials during installation of temporary protections and construction. The Contractor shall not deface or remove existing materials and shall protect landscape work adjacent to or within work areas.

4.10 The Contractor shall furnish, erect and maintain an approved construction fence to the extent shown on the drawings or required by the work enclosing the entire Project and any pertinent part. All materials used shall be new and the Contractor shall secure and pay for the materials, installation, and required permits, fees, licenses, and inspections.

4.11 The Contractor shall provide competent safety and security management on the site to safeguard life and property, beginning on the date on which the Contractor commences actual construction work, or on such earlier date on which there is activity at the site related to the work, including without limitation, delivery of materials or construction set-up. The Contractor shall continue to provide such safety and security management until the date of Substantial Completion or other date mutually agreed upon by the Library and the Contractor.

4.12 The Contractor shall observe and abide by all requirements of Federal Safety and Health Regulations as established by Congress and known as the Occupational Safety and Health Act of 1970.

## **5.0 Tests and Inspections**

5.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an acceptable independent testing laboratory or entity, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give timely notice of when and where tests and inspections are to be made so that the appropriate parties may be present for such procedures.

5.2 The persons duly authorized by the Library have authority to reject Work that does not conform to the Contract Documents. Whenever considered necessary or advisable, the persons duly authorized by the Library will have authority to require inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

## **6.0 Superintendent**

6.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

6.2 As soon as practicable after award of the Contract, the Contractor shall release the name and qualifications of a proposed superintendent for review by the Library. The Contractor shall not employ a proposed superintendent to whom a reasonable and timely objection has been made. The Contractor shall not change the superintendent without written consent from the Library.

## **7.0 Use of Site**

7.1 The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

## **8.0 Clean-Up and Repair**

8.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste

materials and rubbish caused by operations under the Contract. During the execution of the Work, the Contractor shall provide timely removal of waste material and rubbish from the site. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, temporary facilities, and surplus materials from and about the Project.

8.2 The Contractor shall repair or remove and replace defective construction including replacing defective parts and non-functioning components, refinishing damaged surfaces, repairing scarred or marred surfaces with matching materials, and properly adjusting operating equipment. The Contractor shall replace damaged or worn items that cannot be repaired or restored.

### **9.0 Final Cleaning**

9.1 The Contractor shall employ experienced and competent personnel for final cleaning such as the cleaning of interior and exterior surfaces, site, installed equipment, and areas disturbed by or exposed to construction activity in accordance with the manufacturer's written instructions to a level deemed appropriate to that of a new public library facility. The Contractor shall avoid disturbing exterior surfaces that have natural weathered patinas unless specifically stated otherwise in the contract documents. Reflective surfaces shall be restored to their original condition; marred surfaces shall be touched - up and otherwise repaired and restored. Disposable air filters shall be replaced and permanent air filters shall be cleaned. Exposed surfaces of peripheral heating, ventilation, and air conditioning accessories such as diffusers, registers, and grills shall be cleaned. Integral heating, ventilation, and air conditioning equipment components that were operating during construction shall be cleaned.

### **10.0 Access to Work**

10.1 The Contractor shall keep public pedestrian areas such as sidewalks, walkways, stairs, and ramps that surround the site and that provide access to the temporary library complex (swing space trailer and construction trailer) free from snow and ice, litter, and waste materials and rubbish.

10.2 The Contractor shall provide access by persons duly authorized by the Library to the Work in preparation and progress wherever located.

### **11.0 Cutting and Patching**

11.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

11.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of others by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by others or a Separate Contractor except with written consent – the consent of which shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from others or a Separate Contractor, its consent to cutting or otherwise altering the Work.

11.3 The Contractor shall remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

## **12.0 Contractor's Construction and Submittal Schedules**

12.1 The Contractor, promptly after being awarded the Contract, shall submit for review and approval a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

12.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for approval. Approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow reasonable time to review submittals. If the Contractor fails to deliver a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

12.3 The Contractor shall perform the Work in general accordance with the most recent schedules.

## **13.0 Documents and Samples at the Site**

13.1 The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to persons duly authorized by the Library, and delivered upon completion of the Work as a record of the Work as constructed.

13.2 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Informational submittals upon which no responsive action is expected may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned without action.

The Contractor shall review for compliance with the Contract Documents, approve, and submit Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule, or in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Others or of Separate Contractors.

13.3 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

13.4 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until

the respective submittal has been approved in writing by the Library or by the Library's consultant(s).

13.5 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the persons duly authorized by the Library of such deviation at the time of submittal and (1) the persons duly authorized by the Library has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, approved by the persons duly authorized by the Library.

13.6 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

13.7 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the persons duly authorized by the Library will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the persons duly authorized by the Library. The persons duly authorized by the Library shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the persons duly authorized by the Library has specified to the Contractor the performance and design criteria that such services must satisfy. The persons duly authorized by the Library will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

13.8 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the persons duly authorized by the Library at the time and in the form specified.

#### **14.0 Permits, Fees, Notices and Compliance with Laws**

14.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

14.2 The Contractor shall comply with and give notices required by applicable laws, statutes,

ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. The Contractor shall arrange for all tests required by applicable code and municipal agencies and submit all results to the Library's consultant(s).

14.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

### **15.0 Minor Changes in the Work**

15.1 The persons duly authorized by the Library may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the persons duly appointed by the Library and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the order for a minor change without prior written notice that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### **16.0 Substantial Completion**

16.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Library can occupy or utilize the Work for its intended use.

16.2 When the Contractor considers that the Work, or a portion thereof which the persons duly authorized by the Library agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the persons duly authorized by the Library a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

16.3 Upon receipt of the Contractor's list, the persons duly authorized by the Library will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Library can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the persons duly authorized by the Library. In such case, the Contractor shall then submit a request for another inspection to determine Substantial Completion.

16.4 When the Work or designated portion thereof is substantially complete, the persons duly authorized by the Library will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Library and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.



16.5 The Certificate of Substantial Completion shall be submitted to the Library and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, payment of retainage shall be made applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

## **17.0 Basic Definitions**

### **17.1 The Contract Documents**

The Contract Documents shall consist of the contract between the Owner and the Contractor awarded pursuant to the Invitation for Bid for the Central Library, including any Drawings, Specifications, addenda, sample forms, modifications, and other information furnished by the Library in anticipation of receiving bids or proposals and after execution of the contract. A modification is (1) a written amendment (2) a Change Order, (3) a Construction Change Directive, and (4) a written order for a minor change in the Work.

### **17.2 The Drawings**

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

### **17.3 The Specifications**

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

### **17.4 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### **17.5 The Project**

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Library and by Separate Contractors.

### **17.6 Change Orders**

A Change Order is a written instrument stating an agreement to:

17.6.1 The change in the Work

17.6.2 The amount of the adjustment, if any, in the contract sum

17.6.3 The extent of the adjustment, if any, in the contract time

### **17.7 Construction Change Directives**

A Construction Change Directive is a written instrument directing a change in the Work prior to agreement on adjustment, if any, in the contract sum or contract time, or both. The Library may by Construction Change Directive, without invalidating the contract, order changes in the Work within the general scope of the contract consisting of additions, deletions, or other revisions, the contract sum and contract time being adjusted accordingly.

**17.8 The Contractor**

The Contractor is the person or entity identified as such in the agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term “Contractor” means the Contractor or the Contractor’s authorized representative.