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ENGINEERING INSTRUCTION

NEW YORK STATE DEPARTMENT OF TRANSPORTATION

SUBJECT: PS&E Preparation for Buildings on
State Financed Contracts

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Effective immediately, the construction of any building which exceeds \$50,000 in cost must comply with Section 135 of the State Finance Law.

This will require preparation of separate PS&E's to permit separate and independent bidding for a general construction contract and for each of three subdivisions of specialty work described in Section 135 as follows:

1. Plumbing and gas fitting.
2. Steam heating, hot water heating, ventilating and air conditioning apparatus.
3. Electric wiring and standard illuminating fixtures.

The purpose of Section 135 of the Finance Law is to insure some form of expertise in those areas of construction. However, it also creates problems in contract preparation and administration for projects such as comfort stations, parking garages, toll plazas, or other buildings which exceed \$50,000 in cost. Instead of one Contractor on the site who is responsible for all the work to be performed, we could have as many as four Contractors - a General Construction Contractor as well as three Contractors who specialize in the subdivisions of work listed above. For such projects, it is necessary that the following guidelines be used:

1. If the project includes highway work, the general building construction may be included in the prime highway construction contract, or it can be set up as a separate contract.
2. All contracts - general construction and each of the applicable specialties, will be let on the same date. This will permit the Specialty Contractors to order materials early and plan their work. All contracts will also have the same completion date.
3. The General Construction Contractor will be required to coordinate the activities of the other prime Contractors and prepare a Work Plan in accordance with the attached Special Note, Relationship Between General Building Contractor and Specialty Contractors. This Special Note shall be placed in the Proposal for each Contract.

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4. The PS&E must be prepared very carefully to ensure that the work responsibility of each Contractor is clearly spelled out. The PS&E submission shall conform to the following criteria:
- a. Individual sets of plans shall be prepared for each contract.
 - (1) The plans for the general construction contract shall show all of the work, including all specialty work.
 - (2) A separate set of plans shall be prepared for each of the specialty contracts. Each set shall show the work for that particular specialty, along with any details necessary for the Specialty Contractor to properly bid and coordinate his work with the other Contractors.
 - b. Individual proposals shall be prepared for each contract.
 - (1) The proposal for the general construction contract shall include the Special Notes and Specifications for all work, including all specialty work. The Special Notes and Specifications that apply only to the specialty work shall be in one section of the proposal, and noted, by means of a separate sheet, that the following notes and specifications are furnished for information only.
 - (2) A separate proposal shall be prepared for each of the specialty contracts, each proposal including only the notes and specifications pertinent to that particular specialty.
 - c. A separate estimate must be prepared for each contract which includes only the work in that contract.
 - d. The PS&E submission for each of the four contracts will be in accordance with the requirements of EI 79-29. This means an original and four sets of prints of the plans, special notes, specifications, and other material must be submitted for each contract. An original may be a cronaflex copy of plan sheets, or a good xerox copy of 8-1/2" x 11" materials.

The Finance Law applies to any State contract where State funds are used. Municipalities are also covered by similar provisions under the General Municipal Law. These laws generally do not apply to building contracts using only Federal funds or funds provided by a non-State or municipal authority such as the Thruway Authority.

At the present time, the Finance Law requires separate contracts for construction or alteration of buildings which exceed \$50,000 in cost, as noted above. There is pending legislation to raise this limit. However, in the interim, the \$50,000 limit must be used.

By following the above requirements, we will insure uniformity in the preparation of our PS&E's and minimize disagreements concerning the responsibilities of each Contractor on the site.

SPECIAL NOTE

Relationship Between General Building Contractor and Specialty Contractors

This building is to be constructed under more than one contract. In addition to the general construction contract, there will be one or more specialty contracts for the following special types of work:

Plumbing and gas fitting
Heating, ventilating, and air conditioning
Electrical work

Therefore, each Contractor will not have exclusive occupancy of the territory within or adjacent to the building site. The general Construction Contractor will be required to coordinate the work schedules of each of the Specialty Contractors to ensure the orderly and timely progression of the work. Their respective operations shall be arranged and conducted so that delays will be avoided and the work will be performed in an efficient and workmanlike manner.

- A. The General Construction Contractor shall prepare a Work Plan as hereinafter described, for the express purpose of providing a means to coordinate and monitor the activities of all the Contractors.
 1. As soon as possible after the opening of bids, the Department shall schedule a preaward conference with all of the Contractors for the purpose of discussing their work schedules and establishing a Work Plan that is acceptable to all Contractors. The Work Plan shall be a coordinated progress schedule, in graphic format to a suitable scale. It shall include the time of performance and completion date for each significant activity. After the General Construction Contractor has developed a Work Plan that is agreeable to all Specialty Contractors, he will furnish the Department with six copies signed by all the Contractors. If such a Work Plan is not submitted within 25 days of the bid opening, the Department reserves the right to establish a reasonable Work Plan which will be binding on the General Construction Contractor and each of the Specialty Contractors, if the contracts are awarded. However, the Department may choose to reject all bids.
 2. The General Construction Contractor shall progress his own activities and coordinate the work schedules of the Specialty Contractors so as to permit all Contractors to complete their work in accordance with the Work Plan. Each Contractor shall notify the Engineer when he completes each significant activity. The Engineer shall inspect such work, and if it is satisfactory, he shall document this fact, and advise the Contractors. If a Contractor's work is not completed to the satisfaction of the Engineer, the Contractor shall perform any additional work required to allow the next contract activity to start. Should

the Work Plan become obsolete, the Engineer shall notify the General Construction Contractor to meet with the other Specialty Contractors in order to provide an acceptable, updated schedule.

- B. The State cannot guarantee the responsibility, efficiency, unimpeded operations or performance of any Contractor. The State shall not be held responsible or be in any way liable for damages or delays caused to any Contractor in the performance of his work, by reason of another Contractor's failure to promptly comply with the directions issued by the General Construction Contractor, or by reason of another Contractor's acts or omissions, or by reason of another Contractor's default in performance. Any affected Contractor shall look to the offending Contractor or Contractors in order to recover any resulting damages caused thereby, and the State shall be held harmless from any liability arising by reason of such delays, acts, omissions, or default.
 - C. Liquidated damages shall be assessed for each calendar day that any work shall remain uncompleted after the completion date provided for in all contracts, provided that due account shall be taken of any extension of time granted by the Commissioner of Transportation. The liquidated damages for each Contractor will be established at the daily rate listed in Table 108-1 of Section 108-03 of the Standard Specifications. In addition to liquidated damages, Engineering Charges shall be assessed as provided for in Section 102-12 of the Specifications. The number of days of liquidated damages and engineering charges levied against each Contractor will be dependent upon how much the late completion of that Contractor's activities contributes to the total delay in completing the contract.
 - D. No separate payment will be made for any of the work required in this Special Note. The cost of such work shall be included in the price bid for the various items of the respective contracts.
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