

PROJECT MANUAL
Volume I of II
Divisions 00 - 01

Carmel Fire Department Inc.
Addition/Renovation
94 Gleneida Ave.
Carmel, NY 10512

March 23, 2021

H2M architects + engineers

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LATHAM, NY 12110*

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SET NO. _____

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OWNER: Carmel Fire Department Inc.
94 Gleneida Ave.
Carmel, NY 10512

PROJECT: Carmel Fire Department Inc. – Addition/Renovation
94 Gleneida Ave.
Carmel, NY 10512

INTENT: The project shall be bid in one category, that of General Construction Contract (GC).

ARCHITECT: H2M architects + engineers
3 Lear Jet Lane, Suite 205
Latham, NY 12110
(518) 765-5105 (518) 765-5107 fax
E-mail: albanyoffice@h2m.com

CM: Hueber-Breuer Construction Co.
Office Address: 148 Berwyn Ave., Syracuse, NY 13210
Mailing Address: PO Box 515, Syracuse, NY 13205-0515
(315) 476-7917
E-mail: Sforan@hb1872.com

NOTES TO BIDDERS:

1. There are no “Supplementary Conditions” to the AIA documents as all modifications to AIA documents are within the documents themselves.
2. The Owner is a tax-exempt entity.
3. Every worker employed on the project must carry on them a copy of a bona fide OSHA 10-hour safety training course completion card. All OSHA information must be delivered to the Owner prior to any worker being allowed to start any work.
4. The Owner will pay for and obtain the Building Permit.
5. All other required permits, permit fees or operating fees required by the municipality, county, NYS or any governing authority is the responsibility of the specific contractor whose work it falls under.
6. Bidders shall be required to use a surety authorized to do business in the State of New York.
7. Any reference to “Prime Contractor” or “Contractor” indicates The General Contractor
8. It is the responsibility of The General Contractor to forward addenda and other pertinent information to subcontractors, suppliers and vendors.
9. All questions during the bidding phase are to be posed by email to the following email address only: albanyoffice@h2m.com. The subject line should be Carmel Fire Department Inc.–Addition/Renovation. **NO QUESTIONS WILL BE ANSWERED BY PHONE.** Response will be by issuance of Addenda to address issues.
10. It is the responsibility of the Contractor to familiarize themselves with the entire Contract Documents in order to coordinate their work with the work of others.
11. There will be a mandatory pre-bid meeting at the project site 4/6/2021, at 10 am. Bidders are required to attend.
12. The words “Specification” and “Project Manual” are interchangeable, both referring to this document.
13. The only freestanding sign that will be allowed on site shall be the Project Identification Sign by the CM as specified in Section 015800 – Project Identification.
14. The General Contractor shall warrant its work and materials for one (1) year or more, starting at date of Substantial Completion of the project.
 1. Warranties will only begin if the item, system, equipment etc. is in good working order and has been accepted by the Owner.

2. Specific sections in the specifications and certain systems and materials define a longer warranty period.
15. Use Charges: Use charges for all temporary water and electric temporary service are by the Owner.
16. The owner requires that all bidders solicit bids from local vendors that the owner has established relationships with. It is not required that these vendors be included in a bidder's final proposal, but that they be given an opportunity to submit a proposal as sub-contractor. The list of preferred local vendors is attached to this document.
17. The GC shall prepare a layout plan describing how the site will be managed, kept safe and secure, how staging and material storage will be handled, how fencing (provided by owner) will be laid out, topsoil and/or spoils, dumpster (by owner) location, etc., while allowing uninterrupted Fire Department operations. The Fire Station is to remain operational throughout construction, and the GC shall, prior to commencement of the work, review in detail with the CM, the GC's proposed plan for accommodating this requirement.
18. GC is responsible for Temporary Heat of the building until authorized use of permanent heating system. General Contractor is responsible for scheduling, maintaining systems and all costs involved. All heating requirements for masonry work by GC.
20. A final survey by the GC is required upon substantial completion.
21. Any deviation from any section of the specification requirements must be submitted in writing. A "Scope of Deviation(s)" statement is to be provided at the time a deviation(s) is requested or found. The Statement should reference the specification section and item number along with a detailed explanation of the contractor's lack of compliance, partial compliance or alternative method proposed. The absence of a "Scope of Deviation(s)" statement will hold the contractor strictly accountable to the specifications as written herein and may cause the product, system and/or submittal to be rejected as non-responsive. Also refer to Product Requirements, Section 016000.
22. Electronic files: AutoCAD compatible drawing floor plan background drawings will be made available from the Architect for a **service fee of \$100**. Other drawings may be available from the Architect for a **service fee of \$100** per sheet.

SUMMARY OF WORK

This summary is only for the purpose of assisting bidders in gaining a *general overview* of the project. Bidders are responsible for familiarizing themselves with the scope of the work as depicted in the bid documents and providing a complete bid package based on their understanding of that information.

Generally, the project is the construction of an addition to the existing fire station and associated site work. The addition consists of apparatus bays and support spaces, as well as a new stair enclosure, radio room, elevator shaft, and the mechanical, electrical, plumbing and fire protection work that is required. Work related to the existing building includes reconfiguration of the existing exit on the north side of the building, and improvements to the existing building systems.

Those improvements include installation of new RTUs and associated ductwork to serve the existing Members Room, north side office areas, and Second Floor Meeting Room. Existing ceilings will be removed, and new ceilings installed in affected areas. A new ACMU veneer system will be placed around the building, excepting specific areas indicated on the elevation drawings. Two existing apparatus bay doors will be removed, and those openings infilled.

It is important for bidders to understand and take into account the need for the station to remain operational throughout the construction project. It is expected that the work will be planned and executed to build out the addition first and perform the improvements after the bay and support spaces are generally operational. It is required that a work plan be developed and reviewed with the CM and agreed to, prior to commencement of the work.

END OF SECTION

94 Gleneida Ave., Carmel, NY 10512
Carmel Fire Department Inc. – Addition/Renovation

PLEASE TAKE NOTICE: The Carmel Fire Department Inc. intends to construct a new addition to and renovate their Gleneida station, located in Carmel, NY 10512 and is seeking sealed bids for General Contractor. This is a private project, and the coordination of work will be the responsibility of the General Contractor.

Sealed bids will be accepted until 2:00 p.m. local time on Wednesday, April 21, 2021 at The Carmel Fire Department. The private bid opening will commence immediately following the above specified time at the location indicated.

Each sealed enclosure containing a bid is to be endorsed on the outside with the name, address and telephone number of the Bidder and is to state that it contains a bid for:

Carmel Fire Department Inc.– Addition/Renovation, 94 Gleneida Ave., Carmel, NY 10512.

Bids must be in accordance with the terms, conditions, specifications and other bid documents for the project and must remain good for forty-five (45) days. Bidding Documents are available for inspection online at the following website: www.revplanroom.com.

Complete digital sets of digital Bidding Documents, Drawings and Specifications may be obtained from the following website: www.revplans.com. They are viewable for Free and available as an online download for **Forty-Nine Dollars (\$49.00)**, in form of credit card. The project will be listed under “public projects” beginning on March 22, 2021.

Complete hard copy sets of the Bid Documents may be obtained from REV, 330 Route 17A, Suite #2, Goshen, NY 10924, tel: 1-877-272-0216, upon posting the sum of one hundred dollars (\$100.00) per set to offset the cost of reproduction from the same website. Checks or money orders shall be made payable to REV. Packaging and shipping costs are additional and shall be borne by the Bidder, upon payment.

All bid addenda will be transmitted to Bidders via email and will be available at www.revplans.com. Bidders who have paid for hard copies of the bid documents will need to make the determination if hard copies of the addenda are required for their use and coordinate directly with the printer for hard copies of addenda to be issued. There will be no charge for Bidders to obtain hard copies of the bid addenda.

The Carmel Fire Department Inc. reserves the right to reject any and all bids, re-advertise for new bids, and waive minor irregularities in bidding and to accept the bid that is best suited for the Owner.

Please be advised that a **mandatory** pre-bid meeting will be held at the station, 94 Gleneida Avenue, Carmel on 4/6/2021 at 10:00 AM.

Contact:
H2M architects + engineers
Email: albanyoffice@h2m.com

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PART 1 GENERAL

1.01 BIDDING REQUIREMENTS

- A. The following include, but are not limited to, the items defined as the Bidding Requirements:
1. Invitation to Bid
 2. Notice to Bidders
 3. Instructions to Bidders
 4. Supplementary Instructions to Bidders
 5. Bid Form
 6. List of Preferred Subcontractors

1.02 CONTRACT DOCUMENTS

- A. The following include, but are not limited to, the items defined as the Contract Documents:
1. Agreement
 2. General Conditions
 3. Drawings
 4. Specifications
 5. Addenda

1.03 SOURCE OF BIDDING INFORMATION

- A. All questions about the meaning or intent of the Contract Documents are to be posed by email, as shown below, and shall be submitted to the Architect. In order to be given consideration, questions must be received at least five (5) days prior to the date fixed for the opening of Bids. NO QUESTIONS WILL BE ANSWERED BY PHONE. Responses to items not covered in the construction documents will be issued by addendum.
- B. Email with questions must include the following:
1. Project Name: Carmel Fire Department Inc. – Addition/Renovation
 2. Contract: General Construction
 3. Attention: Project Manager
 4. Email: albanyoffice@h2m.com
- C. Email address: albanyoffice@h2m.com for all questions during the bidding period. Subject line on emails should read Carmel Fire Department Inc – Addition/Renovation.
- D. See "Instructions to Bidders", AIA A701 for limitations upon verbal communications and addenda procedures.

1.04 AVAILABILITY OF BIDDING DOCUMENTS

- A. Digital documents available online at the following website: www.revplans.com.
- B. Hard copy sets may be obtained from REV Plan Room, refer to the Invitation to Bid for further details.
- C. Individual Drawing Sheets and Project Manual pages will neither be available or sold.

1.05 SOURCE OF BIDDING DOCUMENTS

- A. Bidding Documents may be obtained from: REV Plan Room. Refer to Invitation to Bid for contact information.

1.06 LOCATION OF BIDDING DOCUMENTS FOR VIEWING

- A. Bidding Documents may be viewed online for free at: www.revplansroom.com.

1.07 BIDS DUE

- A. Submit Bids in the following manner:
1. Refer to Section 001116 – Invitation to Bid.
- B. See "Instructions to Bidders" for additional requirements and procedures governing Bid submission.

1.09 BID RESULTS WILL BE AVAILABLE WITHIN TWO (2) WEEKS OF THE BID OPENING.

- A. The CM will email the results to those bidders who submit bids.
- B. Others requesting bids may email a request to Hueber-Breuer Construction Co., Inc. at sforan@hb1872.build.

1.10 STATEMENT OF NON-COLLUSION IN BIDS & PROPOSALS

- A. Every bid or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation or local law for work or services performed, to be performed or goods sold or to be sold, shall contain the following statement **as found on the bid form**:
1. "By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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 otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
 - c) No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."
- B. A bid shall not be considered for award nor shall award be made where (1)(a)(b) and (c) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (1)(a)(b) and (c) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition. The fact that a bidder (a) has published price lists, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items to other customers at the same prices being bid does not constitute, without more, a disclosure within the meaning of subparagraph A, 1.
- C. Any bid hereafter made to any political sub-division of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of this section, shall be deemed to have been authorized by the board of

directors of the bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

- D. The Owner may request from the lowest apparent bidder(s) information on any lawsuits commenced by or against the contractor within the previous 24 months for work performed and on any mechanic's liens for materials or work filed by or against the contractor.

PART 2 PRODUCTS

2.01 NOT APPLICABLE

PART 3 EXECUTION

3.01 NOT APPLICABLE

END OF SECTION

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PROJECT: Carmel Fire Department Inc. – Addition/Renovation

BID DATE: Wednesday, April 21, 2021

BID MADE TO: Carmel Fire Department Inc.
94 Gleneida Ave.
Carmel, NY 10512

ARCHITECT: H2M architects + engineers

BIDDER: _____

Phone (____) _____ Fax (____) _____

The undersigned Bidder, having familiarized (himself, themselves, itself) with the existing conditions at the project area affecting the cost of the work, and the Contract Documents as prepared by H2M Architects, Engineers, Land Surveying and Landscape Architecture, D.P.C., hereby propose to perform the work for Carmel Fire Department Inc. – Addition/Renovation in accordance with the Contract Documents, within the Contract Time, for the following lump sum bid:

TOTAL BID (Written Words)

\$ _____ **DOLLARS** _____ **CENTS**

(Type or Handwritten in Blue or Black Ink)

CONTRACTOR TAKE NOTE

ALL DOLLAR AMOUNTS FOR UNIT PRICES MUST BE FILLED IN TO CONSTITUTE A VALID BID.

ALTERNATES

Refer to Specification Section 012300 – Alternates, for a detailed description of the work involved in each alternate.

Alternate #1 (ADD) Remove and provide/install new LED lighting fixture in Member's Room.

Lump Sum Cost for Alternate #1

Numerals: \$ _____

Written Words:

_____ DOLLARS _____ CENTS

UNIT PRICES

Refer to Specification Section 012200 – Unit Prices, for a detailed description of the work involved in each unit price.

Supply unit prices for the following:

Unit Price #1 (Numerals) \$ _____ /cy

(Written Words) _____ DOLLARS _____ CENTS PER UNIT

Unit Price #2 (Numerals) \$ _____ /cy

(Written Words) _____ DOLLARS _____ CENTS PER UNIT

Unit Price #3 (Numerals) \$ _____ /cy

(Written Words) _____ DOLLARS _____ CENTS PER UNIT

Unit Price #4 (Numerals) \$ _____ /cy

(Written Words) _____ DOLLARS _____ CENTS PER UNIT

Unit Price #5 (Numerals) \$ _____ /cy

(Written Words) _____ DOLLARS _____ CENTS PER UNIT

Unit Price #6 (Numerals) \$ _____ /cy

(Written Words) _____ DOLLARS _____ CENTS PER UNIT

ALL BIDDERS TAKE NOTE

1. If written Notice of Award is mailed, emailed or faxed delivered to the undersigned Bidder after the bid opening but before its bid is forty-five (45) days old, the undersigned agrees to execute and deliver an Agreement in the prescribed form and furnish the required bonds within fourteen (14) days after such Notice of Award.
2. The Bidder has received:
Addenda numbers _____ to _____ inclusive and has included the effect thereof in his bid.
No addendum _____ (check, if appropriate).
3. The Bidder agrees that the Work will be substantially completed within the number of calendar days indicated in the Specifications.
4. Unit Prices - For work to be added to or deleted from the Contract. The summary shall be filled in by the Bidder, with the price written in words and numerals, in blue or black ink or by typewriter. Should a discrepancy in prices appear between the written words and numeric figures, the written words shall take precedence. State the amounts to be added to or deleted from the Base Bid per the indicated units for each listed item.
 - a. Unit prices shall be shown in the bid form. Unit prices are only for additional work due to field conditions and are not part of the base bid.
5. Bidders represent that their bid is in compliance with laws of New York State.
6. Bidders are aware and have bid accordingly: The Owner is a tax-exempt entity. The Owner has waived all fees and cost of permits for this project. (State and County fees, if any, are in effect.)
7. Due to the ongoing COVID-19 pandemic and the resulting uncertainty with regard to (a) what restrictions, if any, will be applicable to construction activities in the Owner's facilities due to State, Federal or Local orders, laws, regulations or rules related to the COVID-19 pandemic (including but not limited to social distancing, cleaning and disinfection requirements) and (b) the duration of any restrictions imposed on constructions activities, the Owner may modify the construction schedule set forth in the Contract/Bid Documents. Similarly, restrictions, if any, that will be applicable to construction activities in the Owner's facilities due to State, Federal or Local orders, laws regulations or rules related to the COVID-19 pandemic (including but not limited to social distancing, cleaning and disinfection requirements) may cause the Owner to have the construction work commence later than the date specified in the Contract/bid documents. By submitting a bid, the Bidder acknowledges and agrees that there shall be no additional compensation paid for schedule modifications caused directly or indirectly by the COVID-19 pandemic. The Bidder further acknowledges and agrees that the sole remedy for any schedule modifications or delays caused directly or indirectly by the COVID-19 pandemic shall be an extension of time, if warranted. The Bidder further acknowledges and agrees that it shall have on file and provide a copy to the Owner of its written COVID-19 Business Reopening Plan, and it shall comply in all respects with such plan for the duration of the project. The Bidder and not the Owner shall be responsible for compliance with its written COVID-19 Business Reopening Plan and all safety requirements associated with COVID-19 protections for workers and the general public.

SIGNATURES

Bidder: _____

- ☐ a corporation organized and existing under the laws of the State of _____
☐ a partnership, consisting of _____
☐ an individual conducting business as _____

The location of whose principal office is: _____

Phone: _____ Fax: _____

By _____
Signature and Title

Print/Type Name: _____

State of: _____

County of: _____

Subscribed and sworn to before me this _____ day of _____, 20____

Notary Public: _____

My Commission Expires: _____

(CORPORATE SEAL)

Date _____, 20____

STATEMENT OF NON-COLLUSION IN BIDS & PROPOSALS

"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 knowledge and belief:

- I. 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.
- II. Unless otherwise required by law, the prices, which have been quoted in this bid, have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor.
- III. No attempt has been made or will be made to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition."

CERTIFIED COPY OF RESOLUTION OF BOARD OF DIRECTORS

(Must be submitted if BIDDER is a Corporation)

_____(Name of Corporation)

RESOLVED that _____(Person Authorized to Sign)

_____, (Title) to _____

be authorized to sign and submit the Bid of this Corporation for the following Project:

and to include in such bid the certificate as to non-collusion, and for any inaccuracies or misstatements in such certificate this corporate Bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution adopted

by _____(Name of Corporation)

at a meeting of its Board of Directors held on the _____ day of _____.

BY: _____
(Signature)

(SEAL)

(Typed Name)

TITLE: _____

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SITE WORK / EXCAVATING:**DUNRITE EXCAVATING**

Peter Colontuono

PO Box 1221

Carmel, NY 10512

Email: petec1969@gmail.com

Phone: (914) 490-6455

GABRIELLI CUSTOM DESIGNS INC.

53 East Forest Trail

Holmes, NY 12531

Email: mariogab@optonline.net

Phone: (914) 403-7855

ELECTRICIAN:**HEALEY ELECTRIC**

Joe Healey

PO Box 118

Holmes, NY 12531

Email: healeyelectric@optonline.net

Phone: (914) 906-4940

GARAGE DOORS:

Bill Reynolds

1270 Route 311

Patterson, NY 12563

Email: breynoldsdoors@gmail.com

Phone: (845) 878-3314

HUDSON VALLEY DOOR & HARDWARE

Stephan Whitaker

7 Nancy Court, Suite #2

Wappingers Falls, NY 12590

Email: stephan@845hardware.com

Phone: (845) 849-3567

HVAC**ATLANTIC WESTCHESTER**

Ken Berish

264 Adams St.

Bedford, NY 10507

Email: ken@atlanticwestchester.com

Phone: (914) 879-7590

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AIA A101 ATTACHMENT “A”
Carmel Fire Department Inc. – Addition/Renovation

DIVISION 00 – BIDDING AND CONTRACT REQUIREMENTS

<u>Section</u>	<u>Title</u>	<u>Pages</u>
001000	Project Manual Preface	1 – 2
001116	Invitation to Bid	1 – 1
002100	Notice to Bidders	1 – 3
004100	Bid Form	1 – 5
005000	Standard Form of Agreement Between Owner and Contractor AIA – A132-2019	1 – 9
	Preferred Contractor List	1 – 1
	Attachment “A” – Project Manual Enumeration	1 – 5
	Attachment “B” – Drawing Set Enumeration	1 – 1
	Attachment “C” – Insurance Requirements	1 – 3
	Attachment “D” – Milestone Schedule	1 – 1
007000	General Conditions of the Contract for Construction, AIA – A232-2019	1 – 37

DIVISION 01 – GENERAL REQUIREMENTS

<u>Section</u>	<u>Title</u>	<u>Pages</u>
010400	Coordination	1 – 6
010600	Regulatory Requirements and Safety	1 – 4
012200	Unit Prices	1 – 2
012300	Alternate	1 – 1
012600	Contract Modification Procedures	1 – 4
012900	Payment Procedures-Partial Release & Waiver of Lien (AIA G702, G703)	1 – 9
013100	Project Management & Coordination	1 – 4
013200	Construction Progress Documentation	1 – 5
013300	Submittal Procedures	1 – 8
	Submittal Cover Sheet	1 - 1
014000	Quality Requirements	1 – 5
014216	Definitions	1 – 3
014523	Testing and Inspection Services	1 – 4
014523.13	Special Inspections and Structural Testing	1 – 9
015000	Temporary Facilities and Controls	1- 12
015800	Project Identification	1 – 2
016000	Product Requirements	1 – 7
016116	VOC Content Restrictions – Non LEED	1 – 1
017123	Field Engineering	1 – 2
017329	Cutting and Patching	1 – 4
017419	Construction Waste Management	1 – 3
017423	Cleaning	1 – 3
017700	Closeout Procedures, AIA G706, G706A and Final Waiver of Lien	1 – 13
017900	Demonstration and Training	1 – 4

DIVISION 02 – EXISTING CONDITIONS

<u>Section</u>	<u>Title</u>	<u>Pages</u>
023200	Geotechnical Investigations	1 – 2
	Geotechnical Investigation Report	1 – 36
024116	Selective Demolition	1 – 8

DIVISION 03 – CONCRETE

<u>Section</u>	<u>Title</u>	<u>Pages</u>
031000	Concrete Forming and Accessories	1 – 6
033000	Cast-In-Place Concrete	1 – 13
033500	Concrete Finishing	1 – 4
034500	Precast Architectural Concrete	1 – 6
034813	Precast Concrete Bollards	1 – 3
036000	Grouting	1 – 3

DIVISION 04 – MASONRY

<u>Section</u>	<u>Title</u>	<u>Pages</u>
040513	Mortar	1 – 4
040523	Masonry Accessories	1 – 8
042113	Brick Masonry	1 – 12
042200	Concrete Unit Masonry	1 – 9
042200.11	Reinforced Unit Masonry	1 – 4
042300	Glass Unit Masonry	1 – 5
044300	Stone Masonry	1 – 5

DIVISION 05 – METALS

<u>Section</u>	<u>Title</u>	<u>Pages</u>
051200	Structural Steel Framing	1 – 12
052100	Steel Joist Framing	1 – 7
053100	Steel Decking	1 – 8
054000	Cold-Formed Metal Framing	1 – 8
054400	Cold-Formed Metal Trusses	1 – 4
055000	Metal Fabrications	1 – 10
055100	Metal Stairs, Handrails and Railings	1 – 8
055133	Metal Ladders	1 – 3
055516	Stair Treads and Nosings	1 – 3

DIVISION 06 – WOOD, PLASTICS, AND COMPOSITES

<u>Section</u>	<u>Title</u>	<u>Pages</u>
061000	Rough Carpentry	1 – 8
061643	Gypsum Sheathing	1 – 4
066000	Plastic Fabrications	1 – 4

DIVISION 07 – THERMAL AND MOISTURE PROTECTION

<u>Section</u>	<u>Title</u>	<u>Pages</u>
071116	Cementitious Waterproofing	1 – 2
072113	Board Insulation	1 – 4
072116	Blanket Insulation	1 – 5

072129	Spray Foam Insulation	1 – 5
072713	Air Barrier/Vapor Retarder	1 – 5
072726	Fluid-Applied Air and Vapor Barriers	1 – 6
073113.11	Composite Shingles	1 – 6
074646	Fiber Cement Siding	1 – 5
075323.11	Self-Adhering EPDM Roofing System	1 – 13
076113	Standing Seam Sheet Metal Roofing	1 – 8
076200	Sheet Metal Flashing & Trim	1 – 7
077123	Manufactured Gutters & Downspouts	1 – 4
077253	Snow Guards	1 – 4
078400	Firestopping	1 – 8
079200	Sealants	1 – 9

DIVISION 08 – OPENINGS

<u>Section</u>	<u>Title</u>	<u>Pages</u>
080671	Door Hardware Schedule	1 – 7
081113	Hollow Metal Doors & Frames	1 – 7
083113	Access Doors and Frames	1 – 3
083613	Sectional Overhead Doors	1 – 5
084113	Aluminum Framed Entrances and Storefronts	1 – 7
085213	Aluminum Clad Wood Windows	1 – 7
087100	Door Hardware	1 – 14
088000	Glazing	1 – 10
088300	Mirrors	1 – 4
089100	Louvers	1 – 3

DIVISION 09 – FINISHES

<u>Section</u>	<u>Title</u>	<u>Pages</u>
090561.13	Moisture Vapor Emission Control	1 – 5
092116	Gypsum Board Assemblies	1 – 13
093013	Ceramic Tiling	1 – 7
095100	Acoustical Lay-In Ceilings	1 – 6
095423	Linear Metal Ceilings	1 – 3
096513	Resilient Base and Accessories	1 – 3
096513.23	Resilient Stair Treads	1 – 4
096519	Resilient Tile Flooring	1 – 5
099100	Painting	1 – 11

DIVISION 10 – SPECIALTIES

<u>Section</u>	<u>Title</u>	<u>Pages</u>
101400	Signage	1 – 5
102813	Toilet & Miscellaneous Accessories	1 – 3
104319	Emergency Eyewash Station	1 – 2
104400	Fire Protection Specialties	1 – 2
105153	Locker Room Benches	1 – 2
107316.13	Canopies	1 – 3

DIVISION 11 - EQUIPMENT

<u>Section</u>	<u>Title</u>	<u>Pages</u>
115223	TV Mounting Brackets	1 – 2
119600	Firematic Equipment	1 – 2

DIVISION 12 – FURNISHINGS

<u>Section</u>	<u>Title</u>	<u>Pages</u>
123216	Plastic Laminate Countertops, Shelving and Casework	1 – 4
123661	Quartz Surfacing Countertops and Windowsills	1 – 5
124813	Floor Grates and Frames	1 – 3

DIVISION 14 – CONVEYING EQUIPMENT

<u>Section</u>	<u>Title</u>	<u>Pages</u>
142410.13	Hydraulic Elevators	1 – 8

DIVISION 21 – FIRE SUPPRESSION

<u>Section</u>	<u>Title</u>	<u>Pages</u>
210300	Fire Protection General Conditions	1 – 13
210500	Fire Protection Basic Materials and Methods	1 – 4
211300	Fire Suppression Sprinklers	1 – 5

DIVISION 22 - PLUMBING

<u>Section</u>	<u>Title</u>	<u>Pages</u>
220510	Plumbing General Conditions	1 – 14
220511	Plumbing Demolition	1 – 2
220519	Meters and Gauges for Plumbing Piping	1 – 2
220553	Identification for Plumbing Piping and Equipment	1 – 2
220719	Plumbing Piping Insulation	1 – 3
221005	Plumbing Piping	1 – 7
221250	Natural Gas Piping	1 – 4
224000	Plumbing Fixtures	1 – 3

DIVISION 23 – HEATING, VENTILATING, AND AIR-CONDITIONING (HVAC)

<u>Section</u>	<u>Title</u>	<u>Pages</u>
230500	Mechanical General Conditions	1 – 13
230519	Meters and Gauges for HVAC Piping	1 – 1
230553	Identification for HVAC Piping and Equipment	1 – 2
230593	Testing, Adjusting, and Balancing for HVAC	1 – 7
230713	Duct Insulation	1 – 3
230719	HVAC Piping Insulation	1 – 3
230993	Sequence of Operations for HVAC Controls	1 – 2
232112	Radiant Heating Hydronic Piping	1 – 6
232113	Hydronic Piping	1 – 5
232300	Refrigerant Piping	1 – 3
233100	HVAC Ducts and Casings	1 – 3
233300	Air Duct Accessories	1 – 2
233700	Air Outlets and Inlets	1 – 2
235240	Condensing Hot Water Boilers	1 – 4
238126.13	Small-Capacity Split-System Air Conditioners	1 – 3

DIVISION 26 - ELECTRICAL

<u>Section</u>	<u>Title</u>	<u>Page</u>
260502	Electrical General Conditions	1 – 8
260505	Selective Demolition for Electrical	1 – 2
260519	Low-Voltage Power Conductors & Cables (600 V & Less)	1 – 9
260526	Grounding and Bonding for Electrical Systems	1 – 6
260529	Hangers and Supports for Electrical Systems	1 – 4
260533.13	Conduit for Electrical Systems	1 – 9
260533.16	Boxes for Electrical Systems	1 – 8
260553	Identification for Electrical Systems	1 – 8
260573	Overcurrent Protective Device Coordination and ARC Flash Hazard Analysis	1 – 4
260583	Wiring Connections	1 – 2
260923	Lighting Control Devices	1 – 8
262100	Low-Voltage Electrical Service Entrance	1 – 4
262416	Panelboards	1 – 9
262726	Wiring Devices	1 – 6
262813	Fuses	1 – 3
262816.16	Enclosed Switches	1 – 4
262913	Enclosed Controllers	1 – 2
263213	Engine Generators	1 – 13
263600	Transfer Switches	1 – 7
264300	Surge Protective Devices	1 – 5
265100	Interior Lighting	1 – 7
265600	Exterior Lighting	1 – 5

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

<u>Section</u>	<u>Title</u>	<u>Pages</u>
283100	Fire Detection and Alarm	1 – 14

DIVISION 31 - EARTHWORK

<u>Section</u>	<u>Title</u>	<u>Pages</u>
311000	Site Clearing	1 – 5
312000	Earth Moving	1 – 11
312333	Trenching and Backfilling	1 – 3
312500	Erosion and Sediment Control	1 – 2

DIVISION 32 – EXTERIOR IMPROVEMENTS

<u>Section</u>	<u>Title</u>	<u>Pages</u>
321216	Asphalt Paving	1 – 7
321313	Cement Concrete Paving	1 – 13
323113	Chain Link Fence	1 – 6
329200	Turfs and Grasses	1 – 7

DIVISION 33 - UTILITIES

<u>Section</u>	<u>Title</u>	<u>Pages</u>
333000	Sanitary Sewerage	1 – 9
334100	Storm Utility Drain Piping	1 – 5

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<div>AIA A101 ATTACHMENT "B"</div> <div>Carmel Fire Department Inc. - Addition/Renovation</div>				
SHEET INDEX	SHEET DESCRIPTION	DATE	REVISION DATE	REVISION DATE
G 000	COVER SHEET			
G 010	CODE ANALYSIS - FIRST FLOOR			
G 011	CODE ANALYSIS - SECOND FLOOR PLAN			
EX-1	EXISTING CONDCTIONS AND REMOVALS PLAN			
SP-1	LAYOUT AND LANDSCAPE PLAN			
SP-2	GRADING AND UTILITIES PLAN			
SP-3	EROSION AND SEDIMENT CONTROL PLAN			
LP-1	LIGHTING PLAN			
PR-1	PROFILES			
PR-2	PROFILES			
D-1	DETAILS			
D-2	DETAILS			
D-3	DETAILS			
D-4	DETAILS			
S 0	DESIGN CRITERIA AND GENERAL NOTES			
S 100	FOUNDATION PLAN AND DESIGN LOADS			
S 101	MASONRY REINFORCING AND SLAB PLAN			
S 102	MEZZANINE FRAMING PLAN			
S 103	ROOF FRAMING PLAN			
S 500	FOUNDATION DETAILS			
S 501	FOUNDATION DETAILS			
S 502	CMU DETAILS			
S 503	FRAMING DETAILS			
S 504	TRUSS AND FRAMING DETAILS			
S 505	FRAMING DETAILS AND COLUMN SCHEDULE			
AD 111	DEMO PLAN-FIRST AND SECOND FLOOR PLAN AND ROOF			
A 010	PARTITION TYPES, UL LISTINGS, AND LEGENDS			
A 101	FLOOR PLAN - FIRST FLOOR			
A 102	FLOOR PLAN - SECOND FLOOR AND MEZZANINE PLAN			
A 121	REFLECTED CEILING PLAN - FIRST FLOOR AND DETAILS			
A 122	REFLECTED CEILING PLAN - SECOND FLOOR AND DETAILS			
A 130	ROOF PLAN AND DETAILS			
A 200	EAST AND SOUTH ELEVATIONS AND DETAILS			
A 201	WEST AND NORTH ELEVATIONS AND DETAILS			
A 300	BUILDING SECTIONS			
A 301	WALL SECTIONS			
A 302	SECTION DETAILS			
A 410	ENLARGED PLANS AND ELEVATIONS			
A 430	ENLARGED PLANS AND ELEVATIONS			
A 470	ENLARGED INTERIOR ELEVATIONS AND MEZZANINE DETAILS			
A 500	PLAN AND SECITON DETAILS			
A 540	ROOFING DETAILS			
A 600	FINISH PLAN, SCHEDULE, AND DETAILS			
A 610	WINDOW SCHEDULE AND DETAILS			
A 620	DOOR SCHEDULE AND DETAILS			
P 001	PLUMBING GENERAL INFORMATION			
PD 101	PLUMBING DEMOLIITON PLANS			
P 100	PLUMBING UNDERSLAB PLAN			
P 101	FIRST FLOOR DRAINAGE PLAN			
P 102	SECOND FLOOR DRAINAGE PLAN			
P 103	PLUMBING ROOF PLAN			
P 201	FIRST FLOOR PLUMBING SUPPLY PLAN			
P 202	SECOND FLOOR PLUMBING SUPPLY PLAN			
P 301	PLUMBING DETAILS			
P 501	PLUMBING SCHEDULES			
FPD 101	FIRE PROTECTION DEMOLITION PLANS			
FP 101	FIRST FLOOR FIRE PROTECTION PLAN			
FP 102	SECOND FLOOR FIRE PROTECTION PLAN			
M 001	MECHANICAL GENERAL INFORMATION			
MD 101	MECHANICAL DEMOLITION PLANS			
M 101	FIRST FLOOR MECHANICAL DUCT PLAN			
M 102	SECOND FLOOR MECHANICAL DUCT PLAN			
M 103	MECHANICAL ROOF PLAN			
M 200	MECHANICAL RADIANT FLOOR PIPING PLAN			
M 201	FIRST FLOOR MECHANICAL PIPE PLAN			
M 202	SECOND FLOOR MECHANICAL PIPE PLAN			
M 301	MECHANICAL DETAILS			
M 401	MECHANICAL SCHEDULES			
M 501	MECHANICAL SCHEMATICS			
E 001	ELECTRICAL GENERAL INFORMAITON			
E 002	ELECTRICAL GENERAL INFORMAITON			
E 003	ELECTRICAL GENERAL INFORMAITON			
ED 101	LIGHTING DEMOLITION PLANS			
ED 201	POWER DEMOLTION PLANS			
E 101	FIRST FLOOR LIGHTING RCP			
E 102	SECOND FLOOR LIGHTING RCP			
E 201	FIRST FLOOR POWER PLAN			
E 202	SECOND FLOOR POWER PLAN			
E 203	ELECTRICAL ROOF PLAN			
E 501	RISER DIAGRAMS			
E 502	RISER DIAGRAMS			
E 601	ELECTRICAL SCHEDULES			
E 602	ELECTRICAL SCHEDULES			
E 701	DETAILS			
E 702	DETAILS			
E 703	DETAILS			
E 704	DETAILS			
E 705	DETAILS			

ATTACHMENT "C"
INSURANCE REQUIREMENTS

1.01 INSURANCE

- A. No work shall commence, and the Owner has the option to void the contract unless the Contractor shall secure and deliver a certificate of insurance dated within five (5) days of the date of the signing of the contract and showing that the required policies are in effect. Contractor shall maintain such insurance policies as will protect himself, his subcontractors, and unless otherwise specified, the Owner, its agents, servants and employees and the Architect, Construction Manager and Engineer(s) as additional named insureds, from any all claims for Bodily Injuries, Death or Property Damage which may arise from operations under the contract whether such operations be by himself or by any subcontractor or anyone employed by him directly or indirectly, or any other party who may be injured, claim injuries or die.
- B. The insurance policies required under this section shall be as specified in the General Conditions.
- C. Contractor shall furnish Certificates of Insurance in triplicate, with the project name and number (if any) stated on the certificates and submit prior to the beginning of on-site operations. The coverage and amounts below are minimum requirements and do not establish limits to the Contractor's liability. Other coverage and higher limits may be provided at the Contractor's option and expense.
- D. The Owner may purchase and maintain insurance for this project as needed.
- E. The Contractor will maintain Worker's Compensation, Employers' Liability (statutory limits). Contractor must provide proof of workers' compensation coverage prior to being allowed to begin work. The insurance policy must be issued by a company authorized to provide workers' compensation coverage in New York State. Proof of coverage must be on form C-105.2 (Certificate of Workers' Compensation Insurance) and must name the Owner as a certificate holder.
1. If New York State coverage is added to an existing out-of-state policy, it can only be added to a policy from a company authorized to write workers' compensation coverage in this state. The coverage must be listed under item 3A of the information page.
 2. The Contractor must maintain proof that subcontractors doing work covered under this contract secured and maintained a workers' compensation policy for all employees working in New York State.
 3. Contractor must post notices of such coverage in the format prescribed by the Workers' Compensation Board in a conspicuous place on the jobsite.
 4. Contractor, if liable for contributions under the Unemployment Insurance Law, must conspicuously post on the jobsite notices furnished by the New York State Department of Labor.
- F. The Owner will provide and maintain Builders Risk Insurance in an amount sufficient to cover the cost of the Project. Such insurance shall be on an all-risk policy form insuring against perils of fire and extended coverage and physical loss or damage including theft, vandalism, malicious mischief, collapse, false work, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements. The Builder's Risk insurance shall include the interests of Owner, Contractor, Contractor's subcontractors and Contractor's sub-subcontractors in the Work. The Contractor is responsible for all deductibles. The Owner shall provide evidence of such coverage in writing to Contractor, prior to issuing the Notice to Proceed. Prior to commencing work at the site, The Owner agrees to provide Owner certificates of insurance evidencing: all required policies contained herein.

- G. Contract shall name the architect's company and Hueber-Breuer Construction Co. as an additional insured and provide the architect with copies of such insurance certificates. Contractor's policy shall not be terminated or amended without thirty (30) days prior notice to Owner and its lender.
- H. Commercial General Liability and Contractual Liability to be provided on an "occurrence" basis, with coverage to include explosion, collapse and underground hazards (XCU). Blanket Contractual Products, Independent Contractors Completed Operations, Personal Injury, and Employees as additional insured, with limits of coverage to be:
1. Bodily Injury, Property Damage and Personal Injury Limits
 - a) \$2 Million each occurrence
 - b) \$2 Million general aggregate
 - c) \$2 Million Personal and Advertising Injury
 2. Aggregate shall apply to this project only (aggregate not to include other projects) and must be identified as such on the certificate of insurance.
 3. Coverage must provide and encompass at least the following:
 - a) Independent Contractors.
 - b) Blanket Contractual Liability covering all Indemnity Agreements.
 - c) Products Liability and Completed Operations, with the provision that coverage shall extend for a period of at least **36 months** from project completion.
 - d) Waiver of Subrogation in favor of all Additional Insureds.
 - e) Policy to be primary as respect to any coverage otherwise afforded or obtained by the Additional Insureds.
- I. Automotive Liability including owned, non-owned, leased and hired automobiles insurance on automobiles of subcontractors and material suppliers must meet the same requirements with limits of coverage to be:
1. Bodily Injury and Property Damage
 - a) \$2 Million each occurrence
 - b) The limit may be provided through a combination of primary and umbrella/excess liability policies.
- J. Excess Umbrella Liability to provide insurance in excess of Employer's Liability, Commercial General Liability, and Automobile Liability policies required thereunder:
1. Five Million Dollars (\$5,000,000.00) each occurrence
 2. Five Million Dollars (\$5,000,000.00) general aggregate.
- K. The Contractor at his own cost shall be responsible for and maintain Property Insurance coverage at his option and expense to cover tools, equipment, etc., owned or rented, the capital value of which is not included in the Work.
- L. All policies are to be written by insurance companies licensed to do business in the State of New York, acceptable to the Owner. Insurance company must maintain an AM Best rating of A or better throughout the course of the project.
- M. Each insurance certificate must indicate the project name, Owner and CM.
- N. All certificates of insurance are to contain substantially the following statement: The insurance covered by this certificate shall not be canceled, nor materially altered, except after thirty (30) days prior written notice to the Owner and Architect which will be sent Registered Mail Return Receipt.
- O. Liability Insurance under a "claims-made" policy is not acceptable. Coverage must be provided on an "occurrence" basis.
- P. The policy must state that the following are to be additional named insureds in all liability insurance policies: Carmel Fire Department Inc.; H2M architects + engineers; Hueber-Breuer Construction Co. Inc.; Kenneth A. Hipsky, P.E.; Insite Engineering, Surveying & Landscape,**

Architecture, P.C., Tectonic Engineering & Surveying Consultants P.C.; and their respective members, officers, employees and agents. Coverage provided by Contractor to District as additional named insured must state "Such coverage to be primary and non-contributory".

1.02 MISCELLANEOUS

- A. Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meaning indicated in General Conditions.
- B. Neither Owner nor Contractor shall, without written consent of the other, assign or sublet in whole or in part his interest under any of the Contract Documents; and specifically, Contractor shall not assign any moneys due or to become due without written consent of Owner. The assignment by Contractor of the Contract or any interest therein, or of money due by reason of the terms hereof, without the written consent of Owner, shall be void.
- C. Owner and Contractor each bind himself, his partners, successors, assigns and legal representatives to the other party hereto in respect to all covenants, agreements and obligations contained in the Contract Documents.
- D. The Contractor shall in all respects comply with her/his/its obligations as a trustee under New York Lien Law Article 3-A, and shall defend, indemnify and hold harmless the Owner and the Architect from any claims, suits, demands or judgments arising out of any failure to so comply. Upon receipt of each progress payment and upon final payment, the Contractor shall extend the funds received as required by said Article 3-A, and in particular §71 thereof, and shall upon request of the Owner or the Architect furnish proof of such compliance.

END OF SECTION

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Carmel Fire Department Inc. – Addition/Renovation

MILESTONE SCHEDULE

TIME FRAMES

- A. Specific time allotments, measured from the approved start date, shall apply to the work of the contract and shall be met by the Contractor.

<u>Description</u>	<u>Contract Day #</u>
Substantial Completion - New Addition	260
Substantial Completion – Renovation	280
Final Completion - All	300

- B. The Contractor may accelerate (shorten) the specified time allotments referred above.
- C. The Contractor **shall not** exceed the specified time allotments shown in the Milestone Schedule..
- D. All time frames are calculated as "Calendar Days".
- E. There are no delays for weather.
- F. There shall be **no** damages for delay clause in the AIA A101 Owner/Contractor Agreement.
- G. Any extensions of time must be agreed to in writing from the Owner in the form of a Change Order for time only.

END OF SECTION

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DRAFT AIA® Document A132™ – 2019

Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition

AGREEMENT made as of the « » day of « April » in the year « 2021 »
(In words, indicate day, month, and year.)

BETWEEN the Owner:
(Name, legal status, address, and other information)

« Carmel Fire Department, Inc.»«»
«94 Gleneida Avenue
Carmel, NY 10512 »« »
« »
« »
« »

and the Contractor:
(Name, legal status, address, and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location, and detailed description)

« Carmel Fire Department, Addition/Renovation »
« »
« »

The Construction Manager:
(Name, legal status, address, and other information)

« Hueber Breuer Construction Company, Inc.»«»
«148 Berwyn Avenue
PO Box 515
Syracuse, NY 13205-0515 »« »
« »
« »
« »

The Architect:
(Name, legal status, address, and other information)

« H2M architects + engineers»«»
«3 Lear Jet Lane
Suite 205
Latham, NY 12110 »« »
« »
« »
« »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A232™-2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; B132™-2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition; and C132™-2019, Standard Form of Agreement Between Owner and Construction Manager as Adviser. AIA Document A232™-2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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The Owner and Contractor agree as follows.



TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
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EXHIBIT A INSURANCE AND BONDS

EXHIBIT B DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, the Project Manual, Schedule of Values Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than Modifications, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

The Work of this Contract is per Bid Proposal dated XXXXX, 2021 and Enumeration of the Contract Documents as contained in Article 9 herein. The Contractor acknowledges that it has reviewed the Project Drawings, Specifications and other Contract Documents and is familiar with the Work contained in those documents. The Contractor further acknowledges that it is solely responsible to coordinate its efforts with all other Contractors working on this Project.

ARTICLE 3 DATE OF COMMENCEMENT AND DATES OF SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[☒] A date set forth in a notice to proceed issued by the Owner, CM or Architect.

§ 3.2 The Contract Time shall be measured from the date of commencement being the date fixed in the Notice to Proceed and as stated in Article 3.1. Also, Re: Attachment 'D', Milestone Schedule, to this Agreement.

§ 3.3 Substantial Completion of the Project or Portions Thereof

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the date of Substantial Completion of the Work of all of the Contractors for the Project will be:

(Insert the date of Substantial Completion of the Work of all Contractors for the Project.)

« three hundred days (300) »

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work of all of the Contractors for the Project are to be completed prior to Substantial Completion of the entire Work of all of the Contractors for the Project, the Contractors shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
Entire project	

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:
(Check the appropriate box.)

[☒] Stipulated Sum, in accordance with Section 4.2 below

§ 4.2 Stipulated Sum

§ 4.2.1 The Contract Sum shall be (\$), subject to additions and deductions as provided in the Contract Documents.

§ 4.2.2 Alternates

§ 4.2.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
None	

§ 4.2.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price
None	

§ 4.2.4 Unit prices, if any:

(Identify the item and state the unit price, and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
To be determined		

§ 4.4.9 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in Section 4.4.7.4. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the agreed-upon assumptions contained in Section 4.4.7.4 and the revised Contract Documents.

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any, to be assessed in accordance with Section 3.4.)

« None »

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Construction Manager by the Contractor, and Certificates for Payment issued by the Construction Manager and Architect, the Owner shall make progress payments on account of the Contract Sum, to the Contractor, as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month:

§ 5.1.3 Provided that an Application for Payment including any required Certified Payroll Reports and Lien Waivers is received by the Construction Manager not later than the « twenty fifth (25th) » day of a month, the Owner shall make

payment of the amount certified to the Contractor not later than the « thirtieth (30th) » day of the « following » month. If an Application for Payment is received by the Construction Manager after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « forty-five » (« 45 ») days after the Construction Manager receives the Application for Payment. The Contractor's failure to submit any required Certified Payroll Reports or current lien waiver(s) shall be a basis for non-payment of the entire Payment Application.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Progress Payments Where the Contract Sum is Based on a Stipulated Sum

§ 5.1.4.1 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Construction Manager and Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.4.2 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.4.3 In accordance with AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.4.3.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.4.3.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A232–2019;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A232–2019; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.4.4 Project Manual Section 01 26 00 – Contract Modification Procedures shall govern the amount of mark-up allowed.

§ 5.1.4.5 The Schedule of Values shall contain a line item titled "Project Close-Out" which shall have a value of at least three percent (3%) of the total Contract. Such value shall be applied solely to the tasks of Project Manual Section 01 77 00 – Close-Out Procedures.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to when the Work of this Contract is substantially complete, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« five percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« NA »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to when the entire Work of this Contract is substantially complete, including modifications for completion of portions of the Work as provided in Section 3.4.2, insert provisions for such modifications.)

« No retainage reduction »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, when the Work of this Contract is substantially complete, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted when the Work of this Contract is substantially complete shall not include retainage as follows:

(Insert any other conditions for release of retainage when the Work of this Contract is substantially complete, or upon Substantial Completion of the Work of all Contractors on the Project or portions thereof.)

« »

§ 5.2 Final Payment

§ 5.2.1 Final Payment Where the Contract Sum is Based on a Stipulated Sum

§ 5.2.1.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A232–2019, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment or Project Certificate for Payment has been issued by the Architect.

§ 5.2.1.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the final Certificate for Payment or Project Certificate for Payment, or as follows:

« Per all provisions of the Contract Documents and closeout procedures, Project Manual Section 01 77 00 and including all maintenance, operation manuals, guarantees, warranties, training sessions for the Owner and all other requirements of the Contract Documents. »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as Initial Decision Maker pursuant to Article 15 of AIA Document A232–2019, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« Hueber Breuer Construction Company, Inc. »

« »

« »

« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A232–2019, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[☒] Litigation in a court of competent jurisdiction where the Project is located.

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 Where the Contract Sum is a Stipulated Sum

§ 7.1.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A232–2019. If the Owner makes a determination to hold the Contractor in default and/or terminate the Contract for cause and it is subsequently determined for any reason whatsoever that either such determination was improper, unwarranted, or wrongful, any such default and/or termination shall be deemed for all purposes to have been a termination for convenience. The Contractor agrees that it shall be entitled to no damages, allowances, overhead, profit, or expenses of any kind other than payment for the value of actual work performed and approved by the Owner and CM.

§ 7.1.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A232–2019, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« No termination fee, the contractor shall be paid for its work to date only. »

§ 7.1.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A232–2019.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A232–2019 or another Contract Document, the reference refers to that provision as amended or supplemented prior to or subsequent to execution, or by other provisions of the Contract Documents including any amendments or modifications thereto.

§ 8.2 The Owner's representative:

(Name, address, email address, and other information)

« Michael Hengel »

« »
« »
« »
« »
« »

§ 8.3 The Contractor's representative:

(Name, address, email address, and other information)

« TBD, officer of the company »

« »
« »
« »
« »
« »

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 Performance and Payments Bonds are not required

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A232–2019, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

« And as set forth in the AIA A232 – 2019 »

§ 8.8 Other provisions:

« § 8.8.1 The Contractor shall be liable to the Owner for the Architect's or other Owner consultants such as geotechnical or testing services adjustment in compensation necessary to evaluate the failure of performance on the part of the Contractor or its Subcontractors in connection with the Work including, but not limited to: delays, faulty work, lack of performance, failure to provide adequate supervision, incomplete or nonconforming submittals requiring more than two (2) reviews, failure to perform Project Close-Out tasks in a timely manner, submission of Contractor claims for time extensions, delays, change orders, any other Contractor inactions or Architect's time and materials representing the Owner in a claim by the Contractor or any of its Subcontractors, suppliers or vendors. The Owner shall reduce the amount due the Contractor, in the form of a Change Order Deduct, an amount equal to the Architect's or other Owner's consultant's adjustment in compensation as noted therein.

« § 8.8.2 INDEMNIFICATION. To the fullest extent permitted by law, the Contractor and its Subcontractors shall indemnify, defend (through counsel reasonably acceptable to Owner), and hold harmless the Owner, the Architect, the CM and the consultants, agents, officers, employees and anyone acting on behalf of the Owner, the CM or the Architect, from and against any and all claims, expenses, damages, losses, fines and expenses, including but not limited to reasonable attorneys' fees and defense costs, arising out of or resulting from performance of the Work, but only to the extent caused in whole or in part by the negligent or intentional acts or omissions of the Contractor, its Subcontractors, anyone directly or indirectly employed by the Contractor or its Subcontractors, or anyone for whose acts the Contractor or its Subcontractors may be liable. The obligation of the Contractor or its Subcontractors to defend and to indemnify the Owner, CM or the Architect hereunder shall not be limited by the immunity or other provisions of the Worker's Compensation Act, any disability benefit act, any employee benefit act, or any such similar act or statute. In addition, the indemnity obligations under this Section shall also specifically include, without limitation, all claims, losses, fines, penalties, damages, liability, costs, and expenses, including but not limited to reasonable attorney's fees, arising out of, or in connection with any: (i) violation of or failure to comply with any law, statute, ordinance, rule, regulation, code or any requirement of any public authority that bears upon means, methods, procedures, techniques or sequences of execution or performance of the Work (including, but not limited to, the New York State Labor Law); (ii) failure to secure and pay for permits, fees, approvals, licenses and inspections as required under the Contract Documents by the Contractor, its Subcontractors, or any person or entity for whom the Contractor or its Subcontractors is responsible; or (iii) any violation of any permit or other approval of any public authority applicable to the Work by the Contractor, its Subcontractors, or any other person or entity for whom the Contractor or its Subcontractors is responsible. The obligations to defend and to indemnify herein shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity or to a defense which would otherwise exist as to the parties described in this section under the common law, statutes, written agreements or otherwise.

§ 8.8.3 No damages for delay: Notwithstanding anything to the contrary in the Contract Documents, a time extension, to the extent permitted, shall be the sole remedy of the Contractor for any (1) delay in the commencement, prosecution or completion of the Work, (2) hindrance, impact or obstruction in the performance of the Work, (3) loss of productivity, or (4) other similar claims whether or not such delays are foreseeable. The Contractor expressly agrees not to make, and hereby waives, any claim for damages on account of any delay, obstruction, impact or hindrance for any cause whatsoever, including, without limitation, consequential damages, lost opportunity costs, actual or alleged loss of efficiency, home office overhead, extended overhead, impact damages or other similar remuneration. The Contractor further agrees that it shall insert similar language in any subcontract for the Project. The Owner's exercise of any of its rights under the Contract Documents (including, without limitation, ordering changes in the Work, or directing suspension, rescheduling, or correction of the Work), regardless of the extent of frequency of the Owner's exercise of such rights or remedies, shall not be construed as active interference, hindrance, or obstruction with the Contractor's performance of the Work. »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition including all modifications.
- .2 Omitted
- .3 AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition including all modifications is a part of this agreement.
- .4 Omitted
- .5 Drawings: Title of Drawings exhibit: Attachment "B"
- .6 Specifications which is synonymous with the Project Manual: Title of Specifications exhibit: Attachment "A"
- .7 Addenda, if any:
Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.
- .8 Other Exhibits:
- .9 Other documents, if any, listed below:
The advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are all part of the Contract Documents.
- .10 The Project Manual in its entirety is a part of this agreement.
Attachment "C" Insurance Requirements
Attachment "D" Milestone Schedule
»

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

OWNER (Signature)

« »« »

(Printed name and title)

CONTRACTOR (Signature)

« »« »

(Printed name and title)

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DRAFT AIA® Document A232™ – 2019

General Conditions of the Contract for Construction, Construction Manager as Adviser Edition

for the following PROJECT:

(Name, and location or address)

« Carmel Fire Department, Inc.»«»
« Addition/Renovation»
« »

THE CONSTRUCTION MANAGER:

(Name, legal status, and address)

« Hueber Breuer Construction Company, Inc.»«»
«148 Berwyn Avenue
PO Box 515
Syracuse, NY 13205-0515 »« »
« »

THE OWNER:

(Name, legal status, and address)

« Carmel Fire Department, Inc.»«»
«94 Gleneida Avenue
Carmel, NY 10512 »« »
« »

THE ARCHITECT:

(Name, legal status, and address)

« H2M architects + engineers»«»
«3 Lear Jet Lane
Suite 205
Latham, NY 12110 »« »
« »

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents. The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract. The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and the Construction Manager or the Construction Manager's consultants, (3) between the Owner and the Architect or the Architect's consultants, (4) between the Contractor and the Construction Manager or the Construction Manager's consultants, (5) between the Owner and a Subcontractor or Sub-subcontractor (6) between the Construction Manager and the Architect, or (7) between any persons or entities other than the Owner and Contractor. The Construction Manager and Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of their duties.

§ 1.1.3 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.

§ 1.1.4 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 other Contractors, and by the Owner's own forces and Separate Contractors.

§ 1.1.5 Contractors. Contractors are persons or entities, other than the Contractor or Separate Contractors, who perform Work under contracts with the Owner that are administered by the Architect and Construction Manager.

§ 1.1.6 Separate Contractors. Separate Contractors are persons or entities who perform construction under separate contracts with the Owner not administered by the Architect and Construction Manager.

§ 1.1.7 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.

§ 1.1.8 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.

§ 1.1.9 Instruments of Service. Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.10 Initial Decision Maker. The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.2.4 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- .1 The AIA A101/CMA Standard Form of Agreement Between Owner and Contractor;
- .2 Bid Addenda, with those of late date having precedence over those of earlier date;
- .3 The AIA A201/CMA General Conditions of the Contract for Construction;
- .4 Project Drawings and Specifications

§ 1.2.4.5 In the case of an inconsistency between the Drawings and the Specifications, or within either Document – not clarified by Addendum, the better quality or greater quality or quantity of Work shall be provided. The Contractor shall submit his action in writing to the CM. The CM shall forward the information to the Architect for review and interpretation. The Architect's decision is final.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties may use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner 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 Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Construction Manager and the Architect do not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work, and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as “confidential,” the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose “confidential” information, after seven (7) days’ notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose “confidential” information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. Unless otherwise provided under the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 The Owner shall retain a construction manager adviser lawfully practicing construction management in the jurisdiction where the Project is located. That person or entity is identified as the Construction Manager in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.4 If the employment of the Construction Manager or Architect terminates, the Owner shall employ a successor construction manager or architect to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Construction Manager or Architect, respectively.

§ 2.3.5 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.6 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner’s control and relevant to the Contractor’s performance of the Work with reasonable promptness after receiving the Contractor’s written request for such information or services.

§ 2.3.7 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.3.8 The Owner shall forward all communications to the Contractor through the Construction Manager. Other communication shall be made as set forth in Section 4.2.6.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have,

correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to review by the Construction Manager and prior approval of the Architect, and the Construction Manager or Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Construction Manager's and Architect's and their respective consultants' additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 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.

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

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager or Architect in their administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 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.

§ 3.2.2 Because the Contract Documents are complementary, 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 the information furnished by the Owner pursuant to Section 2.3.5, 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 to the Construction Manager and Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information submitted to the Construction Manager in such form as the Construction Manager and Architect may require. 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.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Construction Manager and Architect any nonconformity discovered by or made known to the Contractor as a request for information submitted to Construction Manager in such form as the Construction Manager and Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 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 to the Owner, the Construction Manager, and the Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. The Construction Manager shall review the proposed alternative for sequencing, constructability, and coordination impacts on the other Contractors. Unless the Architect or the Construction Manager objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner 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.

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

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other 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.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect, in consultation with the Construction Manager, and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 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.

§ 3.4.4 Substitutions

- .1 After the Contract has been executed, the Owner, the Construction Manager, and the Architect may consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the Contract Documents.
- .2 By making requests for substitutions the Contractor;
 - .1 represents that the Contractor has personally investigated the proposed substitute product and determined that it is equivalent or superior in all respects to that specified.
 - .2 represents that the Contractor and/or manufacturer will provide the same or better warranty for the substitution that the Contractor would for that specified.
 - .3 certifies that the cost data presented is complete and includes all related costs under this contract and all other prime contracts except the Architect's redesign costs, and waives all claims for additional costs related to the substitution which subsequently became apparent and;
 - .4 will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner, Construction Manager, and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or

permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Construction Manager or Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work or portions thereof provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices, and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Owner, assisted by the Construction Manager, shall secure and pay for the building permit. The Contractor shall secure and pay 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.

§ 3.7.2 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.

§ 3.7.3 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.

§ 3.7.4 Concealed or Unknown Conditions. If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner, Construction Manager, and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect and Construction Manager will promptly investigate such conditions and, if the Architect, in consultation with the Construction Manager, determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect, in consultation with the Construction Manager, determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner, Construction Manager, and Contractor, stating the reasons. If the Owner or Contractor disputes the Architect's determination or recommendation, either party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner, Construction Manager, and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents:

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 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.

§ 3.9.2 The Contractor, within seven (7) days of Notice of Award, shall notify the Owner and Architect, through the Construction Manager, of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor, stating whether the Owner, the Construction Manager, or the Architect (1) has reasonable objection to the proposed superintendent or (2) require additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner, Construction Manager, or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, within seven (7) days of Notice of Award, shall submit for the Owner's and Architect's information, and the Construction Manager's use in developing the Project schedule, 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. The Contractor shall cooperate with the Construction Manager in scheduling and performing the Contractor's Work to avoid conflict with, and as to cause no delay in, the work or activities of other Contractors, or the construction or operations of the Owner's own forces or Separate Contractors.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Construction Manager's and Architect's approval. The Architect and Construction Manager's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Construction Manager and Architect reasonable time to review submittals. If the Contractor fails to submit 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.

§ 3.10.3 The Contractor shall participate with other Contractors, the Construction Manager, and the Owner in reviewing and coordinating all schedules for incorporation into the Project schedule that is prepared by the Construction Manager. The Contractor shall make revisions to the construction schedule and submittal schedule as deemed necessary by the Construction Manager to conform to the Project schedule.

§ 3.10.4 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner, Construction Manager, and Architect, and incorporated into the approved Project schedule.

§ 3.11 Documents and Samples at the Site

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 the Construction Manager, Architect, and Owner, and delivered to the Construction Manager for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data, and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 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. Review by the Architect and Construction Manager is subject to the limitations of Sections 4.2.10 through 4.2.12. Informational submittals upon which the Construction Manager and Architect are not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Construction Manager or Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Construction Manager, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the Project submittal schedule approved by the Construction Manager and Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of other Contractors, Separate Contractors, or the Owner's own forces. The Contractor shall cooperate with the Construction Manager in the coordination of the Contractor's Shop Drawings, Product Data, Samples, and similar submittals with related documents submitted by other Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner, Construction Manager, and Architect, 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.

§ 3.12.7 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 reviewed and approved by the Architect.

§ 3.12.8 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 Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Construction Manager and Architect of such deviation at the time of submittal and (1) the Architect 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, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Construction Manager and Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 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.

§ 3.12.10.1 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 Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. 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 Architect. The Owner, the Architect, and the Construction Manager 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 Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect 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. The Construction Manager shall review submittals for sequencing, constructability, and coordination impacts on other Contractors.

§ 3.12.10.2 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 Construction Manager and Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

§ 3.13.1 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.

§ 3.13.2 The Contractor shall coordinate the Contractor's operations with, and secure the approval of, the Construction Manager before using any portion of the site.

§ 3.14 Cutting and Patching

§ 3.14.1 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.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Separate Contractors, or of other Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner, Separate Contractors, or by other Contractors except with written consent of the Construction Manager, Owner, and such other Contractors or Separate Contractors. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Separate Contractors, other Contractors, or the Owner, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner, or Construction Manager with the Owner's approval, may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner, Construction Manager, and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner, Construction Manager, and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner, Architect, or Construction Manager. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect through the Construction Manager.

§ 3.18 Indemnification

§ 3.18.1 Indemnification is in accordance with AIA A132 Agreement, Article 8.6.2.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 (as referenced above) by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT AND CONSTRUCTION MANAGER

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 The Construction Manager is the person or entity retained by the Owner pursuant to Section 2.3.3 and identified as such in the Agreement.

§ 4.1.3 Duties, responsibilities, and limitations of authority of the Construction Manager and Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Construction Manager, Architect, and Contractor. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Construction Manager and Architect will provide administration of the Contract as described in the Contract Documents and will be the Owner's representatives during construction until the date the Architect issues the final Certificate for Payment. The Construction Manager and Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect will keep the Owner and the Construction Manager reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner and Construction Manager known deviations from the Contract Documents and defects and deficiencies observed in the Work.

§ 4.2.3 The Construction Manager shall provide one or more representatives who shall be in attendance at the Project site whenever the Work is being performed. The Construction Manager will determine in general if the Work observed is being performed in accordance with the Contract Documents, will keep the Owner and Architect reasonably informed of the progress of the Work, and will promptly report to the Owner and Architect known deviations from the Contract Documents and the most recent Project schedule, and defects and deficiencies observed in the Work.

§ 4.2.4 The Construction Manager will schedule and coordinate the activities of the Contractor and other Contractors in accordance with the latest approved Project schedule.

§ 4.2.5 The Construction Manager, except to the extent required by Section 4.2.4, and Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, and neither will be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. Neither the Construction Manager nor the Architect will have control over or charge of, or be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or of any other persons or entities performing portions of the Work.

§ 4.2.6 **Communications.** The Owner shall communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with other Contractors shall be through the Construction Manager. Communications by and with the Owner's own forces and Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.7 The Construction Manager and Architect will review and certify all Applications for Payment by the Contractor, in accordance with the provisions of Article 9.

§ 4.2.8 The Architect and Construction Manager have authority to reject Work that does not conform to the Contract Documents, and will notify each other about the rejection. Whenever the Construction Manager considers it necessary or advisable, the Construction Manager will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, upon written authorization of the Owner, whether or not the Work is fabricated, installed or completed. The foregoing authority of the Construction Manager will be subject to the provisions of Sections 4.2.18 through 4.2.20 inclusive, with respect to interpretations and decisions of the Architect. However, neither the Architect's nor the Construction Manager's authority to act under this Section 4.2.8 nor a decision made by either of them in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect or the Construction Manager to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons performing any of the Work.

§ 4.2.9 Utilizing the submittal schedule provided by the Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from other Contractors, the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 4.2.10 The Construction Manager will receive and promptly review for conformance with the submittal requirements of the Contract Documents, all submittals from the Contractor such as Shop Drawings, Product Data, and Samples. Where there are other Contractors, the Construction Manager will also check and coordinate the information contained within each submittal received from the Contractor and other Contractors, and transmit to the Architect those recommended for approval. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Construction Manager represents to the Owner and Architect that the Construction Manager has reviewed and recommended them for approval. The Construction Manager's actions will be taken in accordance with the Project submittal schedule approved by the Architect or, in the absence of an approved Project submittal schedule, with reasonable promptness while allowing sufficient time to permit adequate review by the Architect. The Construction Manager's review is for general arrangement only – subject to the Architect's review. However, neither the Construction Manager's nor the Architect's review and/or approval releases the Contractor from responsibilities for quantities, dimensions, performance, and/or other requirements of the Contract Documents.

§ 4.2.11 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be

taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Upon the Architect's completed review, the Architect shall transmit its submittal review to the Construction Manager.

§ 4.2.12 Review of the Contractor's submittals by the Construction Manager and Architect is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Construction Manager and Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Construction Manager and Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.13 The Construction Manager will prepare Change Orders and Construction Change Directives.

§ 4.2.14 The Construction Manager and the Architect will take appropriate action on Change Orders or Construction Change Directives in accordance with Article 7, and the Architect will have authority to order minor changes in the Work as provided in Section 7.4. The Architect, in consultation with the Construction Manager, will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.15 Utilizing the documents provided by the Contractor, the Construction Manager will maintain at the site for the Owner one copy of all Contract Documents, approved Shop Drawings, Product Data, Samples, and similar required submittals, in good order and marked currently to record all changes and selections made during construction. These will be available to the Architect and the Contractor, and will be delivered to the Owner upon completion of the Project.

§ 4.2.16 The Construction Manager will assist the Architect in conducting site visits to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion in conjunction with the Architect pursuant to Section 9.8; and receive and forward to the Owner written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10. The Construction Manager will forward to the Architect a final Application and Certificate for Payment or final Project Application and Project Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 4.2.17 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Construction Manager of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.18 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of the Construction Manager, Owner, or Contractor through the Construction Manager. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.19 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions so rendered in good faith.

§ 4.2.20 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.21 The Construction Manager will receive and review requests for information from the Contractor, and forward each request for information to the Architect, with the Construction Manager's recommendation. The Architect will review and respond in writing, through the Construction Manager, to requests for information about the Contract Documents. The Construction Manager's recommendation and the Architect's response to each request will be made

in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term “Subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include other Contractors or Separate Contractors or the subcontractors of other Contractors or Separate Contractors.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Construction Manager, for review by the Owner, Construction Manager and Architect, of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Construction Manager may notify the Contractor whether the Owner, the Construction Manager or the Architect (1) has reasonable objection to any such proposed person or entity or, (2) requires additional time for review. Failure of the Construction Manager to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner, Construction Manager or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner, Construction Manager or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner, Construction Manager or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner, Construction Manager or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work, that the Contractor, by these Contract Documents, assumes toward the Owner, Construction Manager and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner, Construction Manager and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor Contractor or other entity. If the Owner assigns the subcontract to a successor Contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor Contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction with Own Forces and to Award Other Contracts

§ 6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When the Owner performs construction or operations with the Owner's own forces or Separate Contractors, the Owner shall provide for coordination of such forces and Separate Contractors with the Work of the Contractor, who shall cooperate with them.

§ 6.1.3 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner's own forces, Separate Contractors, Construction Manager and other Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner's own forces, Separate Contractors or other Contractors, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Construction Manager and Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor or other Contractors that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Construction Manager and the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's or other Contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractors or other Contractors that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs, including costs that are payable to a Separate Contractors or to other Contractors, because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of delays, improperly timed activities, damage to the Work or defective construction by the Owner's own forces, Separate Contractors, or other Contractors.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction, or to property of the Owner, Separate Contractors, or other Contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Separate Contractors, and other Contractors shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, other Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Construction Manager, with notice to the Architect, will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Construction Manager, Architect and Contractor. A Construction Change Directive requires agreement by the Owner, Construction Manager and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

A Change Order is a written instrument prepared by the Construction Manager and signed by the Owner, Construction Manager, Architect, and Contractor, stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Construction Manager and signed by the Owner, Construction Manager and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner 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.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Construction Manager shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for

overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Construction Manager may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Construction Manager and Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Construction Manager and Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Construction Manager and Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Construction Manager and Architect determine to be reasonably justified. The interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Construction Manager and Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Construction Manager shall prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect 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 Architect's 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 Construction Manager and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Construction Manager 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.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner, Architect, Construction Manager, or an employee of any of them, or of the Owner’s own forces, Separate Contractors, or other Contractors; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor’s control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts and the Architect, based on the recommendation of the Construction Manager, determines justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Within ten (10) days of Contract Award, where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Construction Manager, before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form of AIA Document G703 – Continuation Sheet and supported by the data to substantiate its accuracy, required by the Construction Manager and the Architect. This schedule, unless objected to by the Construction Manager or Architect, shall be used as a basis for reviewing the Contractor’s Applications for Payment. The Construction Manager shall forward to the Architect the Contractor’s schedule of values. Any changes to the schedule of values shall be submitted to the Construction Manager and supported by such data to substantiate its accuracy as the Construction Manager and the Architect may require, and unless objected to by the Construction Manager or the Architect, shall be used as a basis for reviewing the Contractor’s subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 In accordance with the Contractor's agreement and at least fifteen days before the date established for each progress payment, the Contractor shall submit to the Construction Manager an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner, Construction Manager or Architect require, such as copies of requisitions, and releases of waivers of lien from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Construction Manager and Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 Where there is only one Contractor, the Construction Manager will, within seven days after the Construction Manager's receipt of the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect. Within seven days after the Architect receives the Contractor's Application for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Certificate for Payment, in the full amount of the Application for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward to the Contractor the Architect's notice of withholding certification.

§ 9.4.2 Deleted

§ 9.4.2.1 Within seven days after the Architect receives the Project Application and Project Certificate for Payment and the Summary of Contractors' Applications for Payment from the Construction Manager, the Architect will either (1) issue to the Owner a Project Certificate for Payment, with a copy to the Construction Manager; or (2) issue to the Owner a Project Certificate for Payment for such amount as the Architect determines is properly due, and notify the Construction Manager and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Project Application for Payment, and notify the Construction Manager and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1. The Construction Manager will promptly forward the Architect's notice of withholding certification to the Contractors.

§ 9.4.3 The Construction Manager's certification of an Application for Payment or, in the case of more than one Contractor, a Project Application and Certificate for Payment, shall be based upon the Construction Manager's evaluation of the Work and the data in the Application or Applications for Payment. The Construction Manager's certification will constitute a representation that, to the best of the Construction Manager's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.4 The Architect's issuance of a Certificate for Payment or, in the case of more than one Contractor, Project Application and Certificate for Payment, shall be based upon the Architect's evaluation of the Work, the recommendation of the Construction Manager, and data in the Application for Payment or Project Application for Payment. The Architect's certification will constitute a representation that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is, or Contractors are, entitled to payment in the amount certified.

§ 9.4.5 The representations made pursuant to Sections 9.4.3 and 9.4.4 are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Construction Manager or Architect.

§ 9.4.6 The issuance of a Certificate for Payment or a Project Certificate for Payment will not be a representation that the Construction Manager or Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Construction Manager or Architect may withhold a Certificate for Payment or Project Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Construction Manager's or Architect's opinion the representations to the Owner required by Section 9.4.3 and 9.4.4 cannot be made. If the Construction Manager or Architect is unable to certify payment in the amount of the Application, the Construction Manager will notify the Contractor and Owner as provided in Section 9.4.1 and 9.4.2. If the Contractor, Construction Manager and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment or a Project Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Construction Manager or Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment or Project Certificate for Payment previously issued, to such extent as may be necessary in the Construction Manager's or Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from the acts and omissions described in Section 3.3.2 because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor or other Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time; and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.
- .8 reasonable evidence that the Work has not progressed as indicated on the Application for Payment.
- .9 a substantial breach of a provision of this Agreement.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect or Construction Manager withholds certification for payment under Section 9.5.1, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Construction Manager, and both will reflect such payment on the next Certificate for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment or Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Construction Manager and Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Construction Manager will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Owner, Construction Manager and Architect on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner, Construction Manager nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Construction Manager and Architect do not issue a Certificate for Payment or a Project Certificate for Payment, through no fault of the Contractor, within fourteen days after the Construction Manager's receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Construction Manager and Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 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 the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall notify the Construction Manager, and the Contractor and Construction Manager shall jointly prepare and submit to the Architect 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.

§ 9.8.3 Upon receipt of the list, the Architect, assisted by the Construction Manager, will make a site visit to determine whether the Work or designated portion thereof is substantially complete. If the Architect's observation discloses any item, whether or not included on the list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner 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 Architect. In such case, the Contractor shall then submit a request for another site visit by the Architect, assisted by the Construction Manager, to determine Substantial Completion. The Contractor shall owe to the Owner the cost of the Architect's time, travel and materials for a second site visit. Such cost will be handled by deduct change order to the Contractor.

§ 9.8.4 When the Architect, assisted by the Construction Manager, determines that the Work of all of the Contractors, or designated portion thereof, is substantially complete, the Construction Manager will prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner 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.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage 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.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor and Construction Manager shall jointly prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect after consultation with the Construction Manager.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Construction Manager, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon completion of the Work, the Contractor shall forward to the Construction Manager a notice that the Work is ready for final **observation** and acceptance, and shall also forward to the Construction Manager a final Contractor's Application for Payment. Upon receipt, the Construction Manager shall perform an inspection to confirm the completion of Work of the Contractor. The Construction Manager shall make recommendations to the Architect when the Work of all of the Contractors is ready for final **site visit** and shall then forward the Contractors' notices and Application for Payment or Project Application for Payment, to the Architect, who will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Construction Manager and Architect will promptly issue a final Certificate for Payment or Project Certificate for Payment stating that to the best of their knowledge, information and belief, and on the basis of their on-site visits and observations, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Construction Manager's and Architect's final Certificate for Payment or Project Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect through the Construction Manager (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Construction Manager and Architect so confirm, the Owner shall, upon application by the Contractor and certification by the Construction Manager and Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect through the Construction Manager prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall submit the Contractor's safety program to the Construction Manager for review and coordination with the safety programs of other Contractors. The Construction

Manager's responsibilities for review and coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 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;
- .3 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; and
- .4 construction or operations by the Owner, Separate Contractors, or other Contractors.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 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.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2, 10.2.1.3 and 10.2.1.4. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner, Construction Manager or Architect or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 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 to the Owner, Construction Manager and Architect.

§ 10.2.7 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.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or

polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner, Construction Manager and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor, Construction Manager and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor, the Construction Manager and the Architect will promptly reply to the Owner in writing stating whether or not any of them has reasonable objection to the persons or entities proposed by the Owner. If the Contractor, Construction Manager or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor, the Construction Manager and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Construction Manager, Architect, their consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

§ 10.5 Additional Safety Provisions

§ 10.5.1 The Contractor and all of its subcontractors, vendors, and material suppliers shall comply with all the provisions of the laws of the Village of Carmel, Putnam County, the State of New York, and of the United States of America which affect municipalities and municipal contracts, and more particularly; the Town Law, the Labor Law, the General Municipal Law, the Worker's Compensation Law, the Lien Law, Personal Property Law, State Unemployment Insurance Law, federal Social Security Law, state, local and municipal health and safety laws, rules and regulations, and any and all regulations promulgated by the State of New York and United States of America including amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein.

§ 10.5.2 Contractor agrees to provide all equipment necessary for the safety of its workers, subcontractors, vendors,

and material suppliers as well as maintain a safe workplace for the protection of workers or persons lawfully at the work site. Contractor agrees to provide all elevation-related safety equipment and to comply with all applicable OSHA regulations; New York State Labor Department rules and regulations; New York State Labor Law Sections 200, 240, and 241, and all other applicable laws, rules, regulations and codes.

§10.5.3 Pursuant to New York State Labor Law Section 220-h, all laborers, workers, and mechanics employed in the performance of the contract on the public work site, either by contractor, sub-contractor, or other person doing or contracting to do the whole or part of the work contemplated by the contract, shall be certified prior to performing any work on the project as having successfully completed a course in construction safety and health as approved by the United States' Department of Labor's occupational safety and health administration that is at least ten hours in duration.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Construction Manager and Construction Manager's consultants, and the Architect and Architect's consultants, shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 Payment and performance bonds are NOT required

§ 11.1.3 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice directly to the Owner, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform both the Contractor and the Construction Manager, separately and in writing, prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice directly to the Contractor, and separately to the Construction Manager, of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner,

shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Construction Manager and Construction Manager's consultants; (3) the Architect and Architect's consultants; (4) other Contractors and any of their subcontractors, sub-subcontractors, agents, and employees; and (5) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Construction Manager, Construction Manager's consultants, Architect, Architect's consultants, other Contractors, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor, Architect, and Construction Manager for loss of use of the Owner's property, due to fire or other hazards however caused.

§ 11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Construction Manager, Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Construction Manager, Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any

dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Construction Manager's or Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by either, be uncovered for their examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Construction Manager or Architect has not specifically requested to examine prior to its being covered, the Construction Manager or Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Construction Manager or Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion, and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner, Construction Manager or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner, Separate Contractors, or other Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. The Contractor shall bear all, direct, indirect, and consequential costs attributable to evaluation of and decision to accept such Defective/Non-Conforming Work. Such costs for the CM, Architect, (at their current rates in effect at the time of acceptance of Non-Conforming Work) and any other cost to the Owner will be charged to the Contractor through Change Order Procedures.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located as specified in the Contractor's Agreement excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Construction Manager, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 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 independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Construction Manager and Architect timely notice of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Construction Manager, Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Construction Manager and Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Construction Manager and Architect of when and where tests and inspections are to be made so that the Construction Manager and Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by

such failure, including those of repeated procedures and compensation for the Construction Manager's and Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Construction Manager for transmittal to the Architect.

§ 13.4.5 If the Construction Manager or Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Construction Manager or Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Construction Manager has not certified or the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees, or any other persons performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner, Construction Manager and Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.
- .5 disregards the instructions of the Construction Manager, Architect, or Owner (when such instructions are based on the requirements of the Contract Documents)
- .6 fails to furnish the Owner with assurances satisfactory to the Owner evidencing the Contractor's ability to complete the Work in compliance with the requirements of the Contract Documents.
- .7 fails or neglects to progress work in such a manner as to reasonably assure the completion of the Work within the Contract time or in accordance with the Construction Schedule.
- .8 purposefully engages in a strike or work stoppage, is in any way responsible for hindering or delaying the work of other trades, or ceases work due to picketing or labor disputes of any kind.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, after consultation with the Construction Manager, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Construction Manager's and Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall, upon application, be certified by the Initial Decision Maker after consultation with the Construction Manager, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and the Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of this Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 **Definition.** A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Construction Manager and Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Failure of the Contractor to initiate a claim within 21 days shall constitute a waiver to any claim the Contractor may have, including but not limited to delays.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 **Claims for Additional Cost.** If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be allowed at the sole discretion of the Owner. If the Owner allows such a claim, it shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages. The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties, the Construction Manager, and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days of receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Article 16 Equal Opportunity

§ 16.1 The Contractor shall maintain policies of employment as follows;

- .1 The Contractor and the Contractor's Subcontractors shall not discriminate against any employee or applicant for employment on the basis of race, religion, color, gender, gender orientation, or national origin. The Contractor shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to race, religion, color, gender, gender orientation, or national origin. Such actions shall include, but not be limited to the following: employment upgrading, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- .2 The Contractor and the Contractor's Subcontractors shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, gender, gender orientation, or national origin.

§ 16.2 Contractor Representations

§ 16.2.1 Contractor makes the following representations:

- .1 Contractor has familiarized itself with the nature and extent of the Contract Documents, work, locality, and with local conditions, and Federal, State, and Local laws, ordinances, rules, and regulations that may in any manner affect costs, progress, or performance of the Work.
- .2 Contractor has made examinations, investigations, tests, and studies at the Project Site, as he deems necessary for the performance of the Work at the Contract Price, and within the Contract Time. Contractor has correlated the results of all such observations, examinations, investigations, reports, and data with the terms and conditions of the Contract Documents.

.3 Contractor has given the Architect written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by the Architect is acceptable to the Contractor.



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PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. This Section includes administrative, supervisory requirements and Contractor Responsibilities necessary for coordinating and completing construction operations including, but not necessarily limited to, the following:
 - 1. General project coordination procedures.
 - a. Project software requirements
 - 2. Conservation.
 - 3. Coordination Drawings.
 - 4. Administrative and supervisory personnel.
 - 5. Cleaning and protection.
- B. Related Sections: the following Sections contain requirements that relate to this Section:
 - 1. Division 01 Section "Temporary Facilities and Controls" for coordination with the
 - 2. Division 01 Section "Submittal Procedures" for preparing and submitting the Contractor's Construction Schedule.
 - 3. Division 01 Section "Closeout Procedures" for coordinating contract closeout.

1.03 COORDINATION

- A. Coordinate construction operations included in various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Coordinate construction operations included under different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
 - 3. Make provisions to accommodate items scheduled for later installation.
 - 4. The General Contractor and his subcontractors are expected to jointly produce coordinated drawings. See Milestone Schedule "D" for time frame for coordinating drawings. The MC Subcontractor will take the lead role and first provide a base drawing at a minimum of 1/4" = 1'-0" showing all scope items specified. From this point each of the Plumbing, Electrical, and Sprinkler Subcontractors will show their piping, conduit and equipment as indicated below. The MC will start by issuing the completed layouts on an area/floor by area/floor basis; then the Plumbing Subcontractor, then to the SC, then to the EC with copies issued to the GC and Architect. The GC will coordinate the direction of the overall coordination process. As each coordinated drawing is completed, the Subcontractors are to meet, to review and resolve all identified conflicts on the coordination drawings. For areas without HVAC work, the PC will initiate the drawings for coordination. Where there is no Plumbing, the EC will take the lead.

The process will follow in the order indicated below.

<u>Subcontractor</u>	<u>Color Designation</u>
MC:	Orange Pencil
PC:	Blue Pencil
SC:	Red Pencil
EC:	Green Pencil

Once all subcontractors and the General Contractor have completed their coordination and have initialed the drawings, the coordinated drawings will be **submitted to the Architect for review before any installations begin.**

5. The Electrical, Mechanical Room, and water service layouts are schematic. Each Subcontractor is responsible for coordinating the layout of all equipment with maintenance and operations in mind. Leave space necessary for access doors, servicing equipment, etc. and bring any conflicts that exist to the Architect's attention.
6. The project will use the software Procore for sending and receiving all RFIs, Submittals/Shop Drawings, Pencil Payment Applications, Reports, Change Order Proposals, and other project documents. All activity on Info Exchange is fully tracked so you will know when someone has downloaded the files you sent. H2M will make access to Newforma Info Exchange available to the General Contractor.

- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 1. Preparation of schedules.
 2. Installation and removal of temporary facilities.
 3. Delivery and processing of submittals.
 4. Project closeout activities.
- C. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
 1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the Work.

1.04 SUBMITTALS

- A. Coordination Drawings: Prepare coordination drawings where careful coordination is need for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space for efficient installation of different components.
 1. Show the relationship of components shown on separate Shop Drawings.
 2. Indicate required installation sequences.
 3. Comply with requirements contained in Section "Submittals Procedures".
- B. Staff Names: Within 15 days of commencement of construction operations, submit a list of the General Contractor's principal staff assignments, including the superintendent, project manager and other personnel in attendance at the Project Site. Identify individuals and their duties and responsibilities.

1.05 RESPONSIBILITIES OF THE CONTRACOR

- A. The following responsibilities are clarifications to, and in addition to any requirements stated elsewhere in the Project Manual. Nothing indicated below shall be construed to reduce the requirements of the Contractor below what is stated in other parts of the Specifications and Drawings.
1. The GC shall take the lead in scheduling the work. The GC shall create the master schedule with input from all Sub-contractors. The GC shall adjust its schedule to conform to the progress of the work and to meet the timeframes in the milestone schedule Attachment "D" in these specifications. Updated schedules are required to be submitted monthly with each payment application.
 2. There are many details that require detailed coordination among the building components. Careful attention to these details must always be taken. If there is any doubt whatsoever, the Architect must be notified immediately in writing.
 3. No signage will be allowed by any contractor on the project site trailer or site fence other than that designated in these Specifications or required to meet requirements and guidelines established regarding the COVID 19 pandemic.
 4. Warranties start no sooner than the time of Substantial Completion regardless of whether the facilities/equipment were used prior to Substantial Completion.
 5. The use of either electric resistance heating or electric arc welding is prohibited, except if energized by Contractor's own generator. Temporary heating devices may have electrically powered fans.
 6. Lifts operating on the concrete floor of the apparatus bay shall be equipped with non-marking rubber tires.
 7. Employ a licensed surveyor to perform site layout, building layout, structural column, base plates and beam locations and to provide certification of location of completed foundation, anchor bolt locations, beams, and columns, including vertical alignment.
 8. Present in the form of submittal for approval, Contractor's plan for Erosion and Sedimentation control and the use of Geo-textiles if called for in Division 31 and on the Site/Civil documents.
 9. Advise the Architect immediately if conditions are uncovered that are not as identified in the Geotechnical report before continuing with work in the affected area.
 10. All materials to be removed from site may be stockpiled in areas coordinated with the Owner or Owner's Representative. Stockpiles will be removed within 48 hours, unless agreed to otherwise with the Owner or shown on Contract Documents.
 11. The Site MUST be kept in a clean and orderly fashion at all times. Materials that are not intended for re-use cannot remain on the site for more than one (1) week.
 12. Provide snow removal and winter access to the project and trailers.
 13. Provide all blocking in walls as called for in the Specifications or required to mount FF& E. Coordinate with Sub-contractors regarding the blocking required for their work.
 14. Provide all necessary lintels at locations where ductwork and/or cable trays penetrates masonry construction and steel stud construction.
 15. All structural steel field welds shall be performed by a certified welder. All welders must always carry a current certification on them. A copy must be provided to the Owner upon request.
 16. Support framing for roof penetrations need by other Sub-contractors will be furnished and installed by the GC, inclusive of all deck cutting and coordination with all trades, as necessary.
 17. Provide temporary sanitary facilities in accordance with regulatory requirements.
 18. Employ a licensed surveyor to complete a final As-Built survey in accordance with the Town of Waterford requirements including monumentation.

19. Provide full site restoration and repair to all areas of the site disturbed by the work under this contract. This includes but is not limited to, soil, landscaping, asphalt, sidewalks, and other site improvements.

1.06 CONTRACTOR'S USE OF PREMISES

- A. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.
 1. Driveways and Entrances: GC shall keep driveways and entrances serving the premises clear and available to the Owner. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site. At all times maintain access for firefighters responding and fire apparatus exiting and returning.

1.07 OCCUPANCY REQUIREMENTS

- A. The Owner reserves the right to occupy and to place and install equipment in completed areas of the building, prior to Substantial Completion, provided that such occupancy does not interfere with completion of the Work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total Work.
 1. Prior to partial Owner occupancy, mechanical and electrical systems shall be fully operational. Required inspections and tests shall have been successfully completed. Upon occupancy, the Owner will operate and maintain mechanical and electrical systems serving occupied portions of the building.
 2. Upon occupancy, the Owner will assume responsibility for maintenance of its specific activities only. Contractor's responsibilities for cleaning and security shall remain.
- B. Contractor Accountability:
 1. Accountability: The Contractor shall be responsible for completion of their portions of the work in a timely fashion to allow use of the completed facilities in accordance with the Project Schedule. Costs incurred by the Owner resulting from failure of the contractor to meet the obligations of timely completion of the work as stated above, will be the responsibility of the contractor. These costs may include but are not limited to:
 - a. Loss of use of building space by the Owner.
 - b. Overtime labor costs of working outside normal working hours.
 - c. Providing temporary heat for building.
 - d. Other related costs.
 - e. Owner's cost for professional services, testing, inspections, etc.
- C. Construction Storage:
 1. All construction materials shall be stored in a safe and secure manner, including the use of fences around construction supplies or debris on the Owner's property. Fencing shall always be maintained in proper placement.

1.08 NOISE CONTROL

- A. No work that would produce noise, dust and debris may be performed except during the allowable hours of 7:00 AM to 6:00 pm, Monday through Friday, and 8:00 AM to 5:00 PM on Saturday. No work on Sunday or Federal and State holidays.

PART 2 PRODUCTS

NOT APPLICABLE

PART 3 EXECUTION

3.01 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which Work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.
- B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

3.02 CLEANING

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damage effects.

3.03 PROTECTION OF THE WORK

- A. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable such exposures include, but are not limited to, the following:

1.	Excessive static or dynamic loading. Specifically applies to loads on metal deck and any shoring to prevent excess loading shall be by the contractor.	2.	Excessive internal or external pressures.
3.	Excessively high or low temperatures.	4.	Thermal Shock.
5.	Excessively high or low humidity.	6.	Air contamination or pollution.
7.	Water or ice.	8.	Solvents.
9.	Chemicals.	10.	Light.
11.	Radiation.	12.	Puncture.
13.	Abrasion.	14.	Heavy traffic
15.	Soiling, staining, and corrosion.	16.	Bacteria.
17.	Rodent and insect infestation.	18.	Combustion.
19.	Electrical current.	20.	High-speed operation.
21.	Improper lubrication.	22.	Unusual wear or other misuse.
23.	Contact between incompatible materials.	24.	Destructive testing.
25.	Misalignment.	26.	Excessive weathering.

27.	Unprotected storage.	28.	Improper shipping or handling.
29.	Theft.	30.	Vandalism.

END OF SECTION

PART 1 - GENERAL

1.01 DESCRIPTION

- A. This Section specified the regulatory and safety requirements for prosecution of the Work and supplements the requirements specified in the Agreement. The Contractor(s) are required to assure that all employees, subcontractors, and their supplier/vendors, while on the Work site and in the conduct of the Contract comply with the provisions of this Section.

1.02 PROTECTION OF THE PUBLIC

- A. Take all necessary precautions to prevent injury to the public and damage to property of others. Perform all work in accordance with rules and regulations, procedures, and safety practices of OSHA, and all other governmental agencies having jurisdiction over the project and property.

1.03 EMERGENCY PROCEDURES

- A. Establish emergency procedures and prepare written guidelines specifying such procedures for the following:
1. Fire.
 2. Injury to Employees.
 3. Injury to the general public.
 4. Property damage, including property of utilities, i.e., gas, water, sewage, electric facilities, telephone or pedestrian and vehicle routes.
- B. Copies of all guidelines for emergency procedures shall be written and posted prior to the initiation of actual construction. Posting shall include directions to and from the nearest hospital.

1.04 WELDING

- A. Gas and electric cutting, burning or welding must be done in accordance with the guidelines of the National Fire Protection Association Code 51B. Spark shields and a fire watch must be posted when burning. A supply of water shall be readily available specifically for fire protection.

1.05 UTILITIES

- A. The Contractor is required to notify utilities prior to all excavations. The Contractor is responsible for contacting the utilities to determine the location of all underground utilities. The Contractor shall be held responsible for any damage done to any structure in the prosecution of the Work. The Contractor shall exercise any precautions necessary to prevent damage in working underneath or adjacent to any underground structure. If it becomes necessary for a utility company, through emergency purposes or because of unforeseen conditions, to repair, reconstruct, relay or relocate its structure within the Contract area, after work has commenced by the Contractor, then the said utility company and the Contractor shall make suitable arrangements to overcome such interference. No compensation will be allowed the Contractor for the disruption to his work.

1.06 BARRICADES AND OTHER PROTECTION

- A. When it is necessary to maintain public use of work areas involving sidewalks, entrances to building and vehicular roadways, protect the public with appropriate guardrail barricades, temporary fences, warning, danger, and detour signs, suitable and adequate lights. Such

protection shall guard against flying materials, falling or moving material, equipment, hot or poisonous materials, flammable or toxic liquids, gases, open flames, energized electrical circuits or other harmful exposures.

- B. All open excavation must be properly barricaded and shall be lighted at the end of each workday and be operating from sunset to sunrise.
- C. Remove and dispose of all project temporary facilities and controls used in conjunction with the work. All costs for such removal and disposal shall be borne by the Contractor.

1.07 FIRST-AID FACILITIES

- A. The Contractor shall provide and fully equip a first aid station at the site, for first-aid service to any who may be injured in the progress of work or on the site.

1.08 SECURITY

- A. The Contractor shall provide whatever security is necessary to protect his material, equipment, and work from all incidental and intentional damage or theft.
- B. If the Contractor's material, equipment and/or work is damaged or stolen, either incidentally or intentionally, prior to acceptance, the Contractor shall be responsible for correcting the damage or replacing the material at his own expense.

1.09 ENVIRONMENTAL PROTECTION

- A. General Requirements:
 - 1. The Contractor shall provide and maintain environmental protection as defined herein.
 - 2. The Contractor's operation shall comply with all applicable Federal, State, and Local laws, ordinances, and regulations pertaining to environmental protection.
 - 3. Compliance of subcontractors with the provisions of this and various other sections of these Specifications shall be the responsibility of the Contractor.
 - 4. The Contractor shall not use equipment from which factory installed antipollution and noise control device have been removed or rendered ineffective through lack of proper maintenance.
 - 5. The Contractor shall provide adequate pollution controls for painting and surface preparation in compliance with the Department of Environmental Conservation regulations of the State of New York.
 - 6. Materials Transport:
 - a. Clean vehicles leaving the site to prevent depositing mud and dirt on public sidewalks and streets.
 - b. Load trucks in a manner which will prevent dropping materials or debris on streets. Remove spills or debris from streets promptly.
 - c. Heavy vehicle traffic shall not be allowed within the adjoining neighborhood.
 - 7. Waste Materials:
 - a. Do not permit waste or erosion materials to enter the municipal sewer systems.
 - b. Do not wash, or flush transit mix concrete trucks so that wastes are deposited on streets or enter municipal sewer system.
- B. Protection of Natural Resources:

1. General: It is intended that the natural resources within the project boundaries and outside the limits of permanent work performed shall be preserved in their existing condition or be restored to an equivalent of the existing condition.
 2. Protection of Existing Roadways:
 - a. Debris or rubbish of any kind shall not be dumped into or be allowed to fall onto roadways. This shall also include paint spatters and spillage during painting operations. Care shall be taken to prevent damage and injury to personnel and vehicles using roadways or pedestrian ways. Devices shall be provided and maintained by the Contractor as required to prevent such occurrences. Material or items falling onto roadways shall be promptly removed at the Contractor's expense.
 3. Land Resources:
 - a. Except in areas indicated to be cleared or excavated, the Contractor shall not remove, cut, deface, injure, or destroy trees, shrubs, or vegetation without specific written permission. No ropes, cables, or guys shall be fastened or attached to any existing nearby trees for anchorage unless otherwise permitted by the Owner. Where such use is permitted, the Contractor shall be responsible for any damage resulting there from.
 - b. The use of herbicides is not permitted unless otherwise specified.
 4. Water Resources: At all times, measures shall be taken to prevent oil, gasoline, and other hazardous substances from entering the ground, drainage areas, and local bodies of water.
- C. Erosion and Sediment Controls:
1. Burning of ground cover will not be permitted.
 2. The Contractor shall conform to all applicable requirements of the Department of Environmental Conservation of the State of New York with respect to erosion and sediment control measures adjacent to active waterways.
- D. Toxic Substances:
1. The Contractor shall comply with the Federal Toxic Substance Control Act (TSCA).
 - a. No toxic chemical substance, mixture, equipment, container, sealant, coating, or dust-control agent shall be used except in accordance with all the provisions of the TSCA as interpreted by the rules and regulations of 40 CFR 761.
- E. Dust Control:
1. Dust shall be kept down at all times including, non-working hours, weekends, and holidays. Soil at the site, and other areas disturbed by the Contractor's operations and materials stockpiled for the project shall be treated with dust suppressors or covered to control dust. Dry powder brooming will not be permitted. Vacuuming, wet mopping, wet sweeping, or wet powder brooming shall be used instead. Air blowing will be permitted only for cleaning off non-particle debris, such as that from reinforcing bars. Sandblasting will not be permitted except as otherwise specified elsewhere. Only wet cutting of concrete block, concrete, and asphalt will be permitted.
 2. The Contractor shall comply with all applicable provisions of the National Emission Standards for Asbestos (40 CFA 61 Subpart B).
 3. The Contractor shall inspect all vehicles for dirt prior to their leaving the construction site. Dirt, soil, and rubble likely to be dislodged during transit shall be removed from trucks and other vehicles prior to leaving the site.
 4. The Contractor shall ensure that equipment-transporting material to and from the site that may become airborne is covered.

5. The Contractor shall not cause or permit fugitive particulate matter to be emitted into the outdoor atmosphere from any source such that emissions are visible beyond the project property line.

PART 2 – PRODUCTS - (Not Applicable)

PART 3 – EXECUTION – (Not Applicable)

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Agreement, including General Conditions, and Division 01 of the Project Manual, apply to work of this Section.
- B. Related specification sections include the following:
 - 1. Section 004100 – Bid Form
 - 2. Section 005000 – Standard Form of Agreement
 - 3. Section 007000 – General Conditions
 - 4. Section 310000 – Earthwork

1.02 DESCRIPTION

- A. This Section (a) identifies each Unit Price, (b) describes Scope of Work included within the Unit Price, and (c) defines the Unit of measurement.
- B. Provide unit prices filled-in on the bid form in accordance with the requirements of the General Conditions and shown on the Bid Form. Unit costs will be used for adjustment of the Contract Sum if any are required. The Owner reserves the right to reject any unit prices bid.
- C. All Unit Prices must include overhead profit, subcontractor and vendor costs.
 - 1. No additional mark-up will be allowed for any unit cost or allowance.

PART 2 PRODUCTS

2.01 NOT APPLICABLE

PART 3 EXECUTION

3.01 UNIT PRICES

- A. Extra Excavation, Measurement and Payment: Excavation: For the purpose of this project, the following definitions shall be applicable for additional excavation if such excavations are authorized by the Architect or Engineer.
 - 1. *Boulder*: Any stone exceeding 3/4 cubic yards in volume. Any stone up to this size shall be deemed to be "earth" for the purpose of classifying type of excavation.
 - 2. *Earth*: Any naturally occurring soil which may include native features such as soils, stones and organics. Extra excavation charges are, in general, not permitted for earth. Earth (beyond that required to complete the work shown in the contract documents) that is deemed unsuitable for use under buildings, paving and structures is allowed as extra excavation and will be classified as uncontrolled fill for the purpose of removal unit pricing.
 - 3. *Uncontrolled Fill*: Existing deposited fill that has not been documented for proper placement, layer thickness, density, moisture content at placement, and compaction. Uncontrolled fills may contain unsuitable materials such as debris, organics, construction materials, cobbles, buried topsoils etc. Any fill for which proper documentation is not available is considered uncontrolled fill that is unsuitable for use under buildings, paving and structures unless noted otherwise.
- B. Payment for the additional fill, earth or boulder excavation, if encountered, will be made on the basis of the definitions above.
- C. **Unit Price #1:** Removal of Existing Uncontrolled Fill Material as ordered by the Architect or Engineer.
 - 1. Measure by the cubic yard (CY), in-place measurement

2. Shall include excavation, removal, hauling and disposal to achieve required grade or elevation.
- D. **Unit Price #2: Placement of Selected Fill**
1. Measure by the cubic yard (CY), in-place measurement.
 2. Shall include supplying, delivering, placing, compacting, and testing to achieve required uniform grade or depth.
- E. **Unit Price #3: Structural Fill Placement**
1. Measure by the cubic yard (CY), in-place measurement.
 2. Shall include supplying, delivering, placing, compacting, and testing to achieve required uniform grade or depth.
- F. **Unit Price #4: Removal of Below Grade Stone, Block and/or Brick Foundations**
1. Measure by the cubic yard (CY), in-place measurement.
 2. Shall include excavation, removal, hauling and disposal to achieve required grade or elevation.
- G. **Unit Price #5: Removal of Below Grade Concrete Foundations, Concrete Slabs and/or Boulders**
1. Measure by the cubic yard (CY), in-place measurement.
 2. Shall include excavation, removal, hauling and disposal to achieve required grade or elevation.
- H. **Unit Price #6: Hydraulic Hammering**
1. Measure by the cubic yard (CY), in-place measurement.
 2. Shall include excavation, removal, hauling and disposal to achieve required grade or elevation.
 3. Rock removal and pricing shall assume the use of a Hy-Ram.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Agreement, including General and Division 01 of the Project Manual, apply to work of this Section.
- B. Section 005000 – Standard Form of Agreement.

1.02 DESCRIPTION

- A. This Section identifies each Alternate by number and describes basic changes to be incorporated into the Work, provided such Alternate is made a part of the Work pursuant to specific provisions in Owner-Contractor Agreement.

1.03 REQUIREMENTS

- A. Coordinate specific related Work and modify surrounding Work where required to integrate the Work under each Alternate, and to provide complete construction required by Contract Documents.
- B. All new materials and items mentioned in the following Alternate are subject to these Specifications.

PART 2 PRODUCTS

2.01 NOT APPLICABLE

PART 3 - EXECUTION

3.01 ALTERNATES

- A. Alternate #1 – ADD: {GC} Remove existing lighting in Member's Room X107. Provide and install new 2' x 4" LED light fixtures per note 9.E.101. Fixture shall be manufactured by RAB-EZPAN-HE.

END OF SECTION

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PART I GENERAL

1.01 RELATED DOCUMENTS

- A. Section 005000 – Standard Form of Agreement AIA A101 – 2017.
- B. Section 007000 – General Conditions of the Contract for Construction AIA – A201 - 2017
- C. Section 012900 – Payment Procedures.
- D. Section 016000 – Product Requirements

1.02 DEFINITIONS

- A. Architect's Supplemental Instructions: Supplemental instructions, interpretations or an order for minor modifications in the Work, none of which should involve a change in Contract Sum or Contract Time.
- B. Construction Change Directive: authorizes a change based upon an understanding concerning changes in the Contract Sum or Contract Time and which is issued expeditiously to avoid delay.
- C. Proposal Request: requests an itemized quotation for proposed changes in Contract Sum or Contract Time but which is neither a directive, or authorization or a change order.
- D. Change Order: authorizes a change to the Contract and which may involve a change in Contract Sum or Contract Time.

1.03 SUBMITTALS

- A. Submit name of individual to accept changes and is responsible for informing others in Contractor's employ of changes in the Work.

1.04 ARCHITECT'S SUPPLEMENTAL INSTRUCTIONS

- A. Architect may issue supplemental instructions, interpretation or minor modifications in the Work, with supplementary or revised Drawings and Specifications, for acceptance by the contractor pursuant to Definitions.
- B. Should later circumstance produce changes to Contract Sum or Contract Time; follow procedures for Change Orders.
- C. Architect will substantiate instructions on AIA G710 "Architect's Supplemental Instructions" at his discretion.
- D. Promptly execute modifications.

1.05 CONSTRUCTION CHANGE DIRECTIVE

- A. The Architect may issue a Directive, which may be signed by Owner, with supplementary or revised Drawings and Specifications, instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. Directive will describe changes in Work and will direct the Contractor to designate method of determining and change in Contract Sum or Contract Time.

- C. Promptly execute changes.

1.06 CHANGE ORDER PROPOSALS

- A. Architect may, at his discretion, submit a Proposal Request which includes a detailed description of the change with supplementary or Revised Drawing and Specifications, projected time for executing change, a stipulation of any overtime Work required a period of time during which requested price will be considered valid.
- B. Contractor may initiate a change by Submittal of a request to the Architect describing proposed change with a statement of reason for change, effect on Contract Sum, and Contract Time with full documentation. Document any requested substitutions in accordance with Section 016000 – Product Requirements and use the standard AIA Document with appropriate backup.
 - 1. Contractor will prepare the AIA change order document.

1.07 DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME (Subject to Article 7 of the General Conditions A201 - 2017)

- A. Document each quotation for change in cost or time with sufficient data to allow evaluation of each quotation.
- B. Provide data to support all computations for time and materials:
 - 1. Quantities: Cost of products, labor and equipment.
- C. General contractor can markup their own work 10% to cover time and materials.
- D. Subcontractors can markup their work 10% to cover time and materials.
- E. General contractor can markup a subcontractor's work 5% to cover time and materials or lump sum cost.
- F. Justification for any change in Contract Time.
- G. There is no additional markup allowed in lump sum or not-to-exceed pricing.
- H. There are no line items or markup for safety, clean up, guarantee, as-builts or any similar items.
- I. Maintain detailed records of Work done on a time and material basis. Provide full information required for evaluation of proposed changes and to substantiate costs for changes in the Work.
- J. Support each claim for additional costs, for Work done on a time and material basis, with additional information:
 - 1. Origin and date of claim.
 - 2. Dates and times Work was performed and by whom.
 - 3. Time records and wage rates paid.
 - 4. Invoices and receipts for products, equipment and subcontracts, similarly documented.

1.08 CHANGE ORDER EXECUTION

- A. Architect may initiate Change Order on AIA G701 "Change Order" at his discretion.

1.09 FIXED SUM

- A. The Fixed sum will be based on Proposal Request and Contractor's fixed sum quotation or Contractor's request for Change Order as approved by the Architect and the Owner.

1.10 UNIT PRICE CHANGE ORDER

- A. For pre-determined unit prices and quantities, Change Order will be executed on a fixed sum basis.
- B. For unit costs or quantities of units of Work that are not predetermined, execute the Work under a Construction Change Directive.
- C. Maintain detailed records of Work done with the following additional information:
 - 1. Dates and times Work was performed.
 - 2. Documentation substantiating products, equipment and subcontracts.

1.11 TIME AND MATERIAL CHANGE ORDER

- A. Submit itemized account and supporting data after completion of change within time limits in Contract Provisions.
- B. Architect will determine change allowable in Contract Sum and Contract Time as provided in Contract Provisions.

1.12 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust Contract Sum as shown on Change Order.
- B. Promptly revise Progress Schedules to reflect any change in Contract Time, revise sub-schedules to adjust times for other items of Work affected by the change and resubmit.
- C. Promptly enter changes in Project Record Documents.

1.13 CHANGE ORDER VALUE

- A. Change Order shall reflect actual labor performed on the job. No Change Order will be allowed for "Book Value" of labor or materials.
 - 1. Contractor shall keep detailed records of all actual costs when the Work is performed and shall demonstrate accurate records for all Time and Materials.
- B. Any change order for a credit shall reflect all labor and materials of contractor, all sub-contractors, all sub-sub-contractors, suppliers, vendors, bond costs, insurance, profit, overhead, etc.
- C. Change order costs shall be identical for additions and credits. Line item labor, materials, bonds, insurance, subcontractors, suppliers, vendors and unit costs for additions shall match those of credits and vice versa. The exceptions are that re-stocking fees (based on actual published policies), new shipping costs and costs of custom materials already delivered to the site may be deducted at the appropriate rate from change order credits. In no case may re-stocking fees exceed 30% of the product/material cost.

PART 2 PRODUCTS

2.01 NOT APPLICABLE

PART 3 EXECUTION

3.01 NOT APPLICABLE

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

- A. Drawings and general provisions of the Agreement, including General Conditions, and Division 01 of the Project Manual, apply to work of this Section.
- B. This section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.02 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

1.03 SCHEDULE OF VALUES

- A. Contractor shall coordinate its Schedule of Values for its part of the Work.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule
 - c. List of Subcontractors
 - 2. Submit the Schedule of Values to the Architect at earliest possible date but no later than fourteen (14) days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Sub-schedules: Where the Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
 - 4. Submit no less than two (2) copies.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section. Schedule shall be typed, or media driven on AIA G703 Continuation Sheet for Application for Payment.
 - 1. Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Project numbers, if applicable
 - d. Contractor's name and address.
 - e. Date of submittal
 - 2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of subcontractor.
 - d. Name of manufacturer or fabricator.
 - e. Name of supplier.
 - f. Change Orders (numbers) that affect value.
 - g. Dollar value.
 - 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.

4. **Round amounts to nearest whole dollar; total shall equal the Contract Sum.**
5. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
6. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
7. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
8. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders and Construction Change Directives result in a change in the Contract Sum.
9. Include the line item for 3% closeout. (Re: Item 3.04 of this section.)

1.04 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements.
- B. Payment-Application Times: The date for each progress payment is the 25th day of each month (or as designated by the Owner). The period covered by each Application for Payment shall be the same month as when the Application is submitted.
- C. Payment-Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as the form for Application for Payment.
 1. Separate Continuation Sheets shall be provided for work, which takes place on each building, which will detail that portion of the contract, which is attributable to the specific building.

1.05 PREPARATION AND SUBMITTALS

- A. Type required information or use media-driven printout.
- B. Execute certification by signature of authorized officer.
- C. Use data on accepted Schedule of Values. Provide dollar value in each column for each line item for portion of the Work performed.
- D. List each authorized Change Order separately on continuation sheet, listing Change Order number and dollar amount as for an original item of the Work.
- E. Submit four (4) copies of each Application for Payment to the Architect at times stipulated in Agreement. The Architect will review Application for Payment and process the same in accordance with the General Conditions and any Supplementary Conditions.
- F. Submit a copy of each substantiating or companion document with each copy of Application for Payment unless otherwise specified.

- G. GC shall submit an updated Progress Schedule with each Application for Payment.
 - 1. Amounts requested shall be consistent with the progress and finish dates shown on the schedule.
 - 2. All Primes shall submit updated schedules.
- H. Submit certified payroll in compliance with the regulations of the New York State Labor Department. One copy of Payroll shall be Certified and Notarized.

1.06 STORED MATERIALS, INSURANCE & PROOF OF PURCHASE

- A. Progress payments may include the value of materials not incorporated in the work, but delivered and suitable stored. If stored off site, Contractor must show adequate insurance coverage.
 - 1. Include with each copy of Application for Payment a certificate from insurance company underwriting coverage protecting materials stored off site attesting to full coverage thereof.
 - a. Include copies of invoices and packing slips to prove purchase.
 - b. Indicate actual location of stored materials.

1.07 INFORMATION AND PROCEDURES

- A. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 - 1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
 - 2. Include amounts of Change Orders, Allowance Disbursements and Construction Change Directives issued prior to the last day of the construction period covered by the application.
 - 3. Copies of the approved allowance disbursement forms.
 - 4. Provide copies of payrolls (including subcontractors) that are signed and notarized, documenting compliance with prevailing wage laws.
- B. Transmittal: Submit four (4) signed and notarized original copies of each Application for Payment to the Architect by a method ensuring receipt within 48 hours. One copy shall be complete, including waivers of lien and similar attachments.
 - 1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
- C. Waivers of Mechanics Lien: With each Application for Payment after the first, submit waivers of mechanics liens from subcontractors, sub-subcontractors and suppliers for the construction period covered by the previous application.
 - 1. Submit partial waivers on each item for the amount requested, prior to deduction for retainage, on each item.
 - 2. When an application shows completion of an item, submit final or full waivers.
 - 3. The Owner reserves the right to designate which entities involved in the Work must submit waivers.
 - a. Submit final Applications for Payment with or preceded by final waivers from every entity involved with performance of the Work covered by the application who is lawfully entitled to a lien.
 - 4. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- D. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal for the first Application for Payment include the following. The initial payment application will not be processed until all these actions and submittals have been received by the Architect.

1. Schedule of Values
 2. Worker Compensation certificates
 3. Auto Insurance
 4. Safety Program
 5. Contractor's Construction Schedule
 6. Submittal Schedule
 7. Emergency Contact List
 8. Substitution List
 9. List of subcontractors
 10. List of principal suppliers and fabricators
 11. Copies of authorizations, permits and license from governing authorities for performance of the Work
 12. Data needed to acquire the Owner's insurance
- E. Application for Payment at Substantial Completion: Following assurance of the Certificate of Substantial Completion, submit an Application for Payment.
1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
 2. Administrative actions and submittals that shall precede or coincide with this application include:
 - a. Permits and similar approvals
 - b. Warranties (guarantees) and maintenance agreements
 - c. Final cleaning
 - d. Consent of surety
 - e. Advice on shifting insurance coverages
 - f. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion
 - g. Change-over information related to Owner's occupancy, use, operation and maintenance
 - h. All required Owner training.
 - i. Application for reduction of retainage and consent of surety
 - j. Advice on shifting insurance coverages
 - k. List of incomplete Work, recognized as exceptions to Architect's Certificate of Substantial Completion
 - l. Videotaped Owner training (if required).
 - m. "Attic" storage items required
- F. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.
 8. Ensure that incomplete Work is not accepted and will be completed without undue delay.
 9. Transmittal of required Project construction records to the Owner.
 10. Proof that taxes, fees, and similar obligations were paid.
 11. Removal of temporary facilities and services.
 12. Removal of surplus materials, rubbish, and similar elements.
 13. Final meter readings for utilities, a measured record of stored fuel, and similar data as of date of Substantial Completion or when Owner took possession of and assumed responsibility for corresponding elements of the Work.
 14. Change of door locks to Owner's access.

PART 2 PRODUCTS

2.01 NOT APPLICABLE

PART 3 EXECUTION

3.01 PAYMENTS WITHHELD

- A. Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any Application for Payment to the extent necessary to protect Owner including but not limited to the following:
1. Incomplete Work or defective Work not remedied or claims of Owner arising before Final Payment.
 2. Claims and/or liens of every kind or nature filed or reasonable evidence indicating probable filing of same.
 3. Failure of Contractor to make payments properly to Subcontractors, Vendors or Materialmen.
 4. A reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum.
 5. Damage to Owner, Subcontractor(s), or other third party or to any property of the foregoing.
 6. Architect's claims made in accordance with AIA A101 – 2017 Agreement between the Contractor and the Owner.
 7. A breach of this Contract.
 8. Delinquency in providing the required Certified Payroll for Contractor (self) and/or subcontractors.

3.02 SUBSTANTIAL COMPLETION AND FINAL PAYMENT

- A. When the Contractor considers that the Work, or a designated portion thereof which is acceptable to the Owner, is substantially complete, the Contractor shall prepare for submission to the Architect a list of items to be complete or corrected (punch list). 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.
1. If the Architect determines the punch list is incomplete or not up-to-date, valid, etc. the Architect shall withhold Substantial Completion until the contractor submits a complete list.
- B. When the Architect and Engineer, on the basis of a site visit, determines that the Work or a designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion which shall establish the Date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for completion, security, maintenance, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein.
- C. Upon Substantial Completion, Owner shall pay the remainder of the Contract Price, less retainage or remaining close out items, including additional compensation due, pursuant to AIA A101-2017.
1. **The Architect shall determine retainage in accordance with the General Conditions and determine the amount as two times the value of any remaining items to be completed.**
- D. When the remaining items of Work are satisfactorily completed and/or corrected, the Owner shall make a final payment, less an amount necessary to satisfy all claims, liens, or judgments against Contractor which have not been suitably discharged. All claims, liens or judgments shall be limited to those arising out of this Work.

3.03 RETAINAGE

- A. The amount to be retained by Owner shall be five percent (5%) of the total Work completed as set forth in the Agreement. Owner shall not be required to pay Contractor any sums representing Retainage until Contractor has complied with provisions set forth in the Contract Documents.
- B. Owner may, at its sole discretion, and upon written application by Contractor, furnish Contractor the necessary funds to pay amounts retained on account of certain Subcontractors who have completed Work on the Project upon the following conditions:
 - 1. Payments by Owner to Contractor for the payment of Subcontractor's Retainage shall be used by Contractor only to pay the subject Subcontractor.
 - 2. Prior to any amount being furnished to Contractor, Owner must be given an opportunity to inspect the Work of subject Subcontractor and must find same to be conditionally acceptable subject to further inspection during or upon completion of the Work.
 - 3. Owner has the right to make payment of Subcontractor Retainage by joint check with Contractor and the certain Subcontractor.
 - 4. Assurance from Contractor, satisfactory to Owner, that the Work can be completed for the unpaid balance of the Contract Sum.
- C. No payments of Retainage Amounts for completed Work shall be made for either Subcontractor(s) or Contractor without Owner having accepted closeout documents (See Section 01 77 00 – Closeout Procedures).

3.04 PROJECT CLOSEOUT

- A. **A sum of 3% of the total contract amount for each Prime Contractor exclusive of retainage shall be devoted to project closeout and cleaning.**
 - 1. Refer to Section 017423 – Cleaning for requirements.
 - 2. Refer to Section 017700 – Closeout Procedures for requirements and procedures.
 - 3. The amount shall appear on the Schedule of Values as a line item.
 - 4. Contractor may draw on this line item only when a specific task is completed, and Contractor has complied with all testing, reporting, certification, training, warranties, cleaning, etc.

END OF SECTION

DRAFT AIA® Document G702® - 1992

Application and Certificate for Payment

TO OWNER:	Carmel Fire Department, Inc 94 Gleneida Avenue Carmel, NY 10512	PROJECT:	Carmel Fire Department Addition/Renovation 94 Gleneida Avenue Carmel, NY 10512 H2M architects + engineers	APPLICATION NO:	001	Distribution to:
FROM CONTRACTOR:		VIA ARCHITECT:	3 Lear Jet Lane Suite 205 Latham, NY 12110	PERIOD TO:		OWNER: <input type="checkbox"/>
				CONTRACT FOR:	Improvements	ARCHITECT: <input type="checkbox"/>
				CONTRACT DATE:		CONTRACTOR: <input type="checkbox"/>
				PROJECT NOS:	/ /	FIELD: <input type="checkbox"/>
						OTHER: <input type="checkbox"/>

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

AIA Document G703®, Continuation Sheet, is attached.

1. ORIGINAL CONTRACT SUM.....	\$0.00
2. NET CHANGE BY CHANGE ORDERS.....	\$0.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)	\$0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703).....	\$0.00
5. RETAINAGE:	
a. 0 % of Completed Work	
(Column D + E on G703: \$0.00)=	\$0.00
b. 0 % of Stored Material	
(Column F on G703: \$0.00)=	\$0.00
Total Retainage (Lines 5a + 5b or Total in Column I of G703).....	\$0.00
6. TOTAL EARNED LESS RETAINAGE.....	\$0.00
(Line 4 Less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT.....	\$0.00
(Line 6 from prior Certificate)	
8. CURRENT PAYMENT DUE.....	\$0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE	
(Line 3 less Line 6)	\$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$0.00	\$0.00
Total approved this Month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES by Change Order		\$0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of: _____

County of: _____

Subscribed and sworn to before

me this _____ day of _____

Notary Public: _____

My Commission expires: _____

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... \$0.00

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

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PARTIAL RELEASE AND WAIVER OF LIEN

PROJECT: Carmel Fire Department Inc., Addition/Renovation
OWNER: Carmel Fire Department Inc.
ARCHITECT: H2M architects + engineers
3 Lear Jet Lane, Suite 205
Latham, NY 12110
Ph: (518) 765-5105; Fax: (518) 765-5107

CONTRACTOR: _____
SUBCONTRACTOR: _____
SUPPLIER: _____
AMOUNT CURRENTLY DUE: _____

In the consideration of payments made by _____ to _____, receipt which is hereby acknowledged, totaling the sum of \$ _____ for all work, labor, materials, equipment and services furnished through the period ending _____ ("the Effective Date") in connection with the project named above.

The UNDERSIGNED hereby releases the Owner, Contractor (if executed by a Subcontractor), and Architect listed above, through the Effective Date of this Partial Release and Waiver of Lien, from any and all claims and demands of every kind and character, including but not limited to claims for labor and/or materials and/or equipment and/or additional work and/or delays under the aforesaid contract in any way growing out of or connected with said contract. The undersigned does hereby covenant and agree not to claim or file a mechanic's lien or any other lien against the contract and/or premises for materials furnished or labor performed in connection with such a project.

The UNDERSIGNED further warrants that

- 1) All subcontractors employed by the undersigned upon this project have been fully paid to the Effective Date hereof;
- 2) All workers employed by it or its subcontractors upon this project have been fully paid to the Effective Date hereof;
- 3) All materialers from whom the undersigned or its subcontractors have purchased materials used in this project have been paid for the materials delivered on or prior to the Effective Date;
- 4) None of such workers and/or materialmen have any claim or demand or right of lien, and;
- 5) They are an authorized officer with full power to execute this Partial Release and Waiver of Lien.

Witness the signature and seal of the undersigned as of the ____ day of ____, 20__.

Attest: _____

SIGNED:

DATE

NAME/TITLE:

SWORN TO ME THIS ____ DAY OF ____ 20__

NOTARY

PUBLIC _____

CORRESPONDS TO CERTIFICATE & APPLICATION FOR PAYMENT NO. _____

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PART 1 GENERAL

1.01 SUMMARY

- A. Drawings and general provisions of the Agreement, including General Conditions, and Division 01 of the Project Manual, apply to work of this Section.
- B. This Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. General project coordination procedures.
 - 2. Conservation.
 - 3. Coordination/Phasing Drawings.
 - 4. Administrative and supervisory personnel.
 - 5. Project meetings.

1.02 COORDINATION

- A. Coordination: The contractor shall coordinate its construction operation with those of other contractors and entities to ensure efficient and orderly installations of each part of the Work. Each contractor shall coordinate its operations with operations, included in different Sections, which depend on each other for proper installation, connection and operation.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. If necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's Construction Schedule.
 - 2. Preparation of Schedule of Values.
 - 3. Installation and removal of temporary facilities and controls.
 - 4. Delivery and processing of submittals.
 - 5. Progress meetings.
 - 6. Pre-installation conferences.
 - 7. Project closeout activities.
 - 8. Coordination with Owner supplied labor and materials.
- D. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water and materials.
 - 1. Salvage materials and equipment involved in performance of, but not actually incorporated into, the Work.

1.03 SUBMITTALS

- A. Coordination Drawings: Prepare Coordination Drawings for efficient installation of different components or if coordination is required for installation of products and materials fabricated by separate entities.
 - 1. Indicate relationship of components shown on separate Shop Drawings.
 - 2. Indicate required installation sequence.
 - 3. Comply with requirements contained in Section 013300 – Submittal Procedures.
 - 4. Refer to Division 23 and Division 26 for specific Coordination Drawing requirements for mechanical and electrical installations.
- B. Staff Names: Within 15 days of starting construction operations, submit a list of principal staff assignments, including superintendent and other personnel in attendance at Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home and office telephone numbers. Provide names, addresses and telephone numbers of individual assigned as standbys in the absence of individuals assigned to Project.
 - 1. Post copies of list in Project meeting room, in temporary field office, and by each temporary telephone.

1.04 ADMINISTRATIVE AND SUPERVISORY PERSONNEL

- A. General: In addition to Project superintendent, provide other administrative and supervisory personnel as required for proper performance of the Work.
 - 1. Include special personnel required for coordination of operations with other contractors.

1.05 PROJECT MEETINGS

- A. CM: Schedule and conduct meetings and conferences at Project site, unless otherwise indicated.
 - 1. Attendees: Inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Notify Owner and CM of scheduled meeting dates and times.
 - 2. Agenda: Prepare the meeting agenda. Distribute the agenda to all invited attendees.
 - 3. Minutes: CM will record significant discussions and agreements achieved and will distribute the meeting minutes to everyone concerned, including Owner, within 3 days of the meeting.
- B. Preconstruction Conference: CM may schedule a preconstruction conference before starting construction. The purpose of the meeting is to review responsibilities and personnel assignments.
 - 1. Attendees: Authorized representatives of Owner, CM, and their consultants; Contractor and its superintendent; major subcontractors; manufacturers; suppliers; and other concerned parties shall attend the conference. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. Agenda: Discuss items of significance that could affect progress, including but limited to the following:
 - a. Tentative construction schedule.
 - b. Phasing.
 - c. Critical sequencing.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and Change Orders.

- f. Procedures for processing Applications for Payment.
 - g. Distribution of the Contract Documents.
 - h. Submittal procedures.
 - i. Preparation of Record Documents.
 - j. Use of premises.
 - k. Responsibility for temporary facilities and controls.
 - l. Parking availability.
 - m. Office, work and storage areas.
 - n. Equipment deliveries and priorities.
 - o. First aid.
 - p. Security.
 - q. Progress cleaning.
 - r. Working hours.
- C. Progress Meetings: The CM will conduct progress meetings at prescheduled intervals. Coordinate dates of meetings with preparation of payment requests.
- 1. Attendees: In addition to representatives of Owner and CM, each contractor, subcontractor, supplier and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 - 2. **Contractor without prior notification of its absence will incur a \$100 fine payable to the Owner by deduct change order.**
 - 3. Agenda: Review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since last meeting. Determine whether each activity is on time, ahead of schedule or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
 - b. Review present and future needs of each entity present, including but not limit to the following:
 - 1) Adjust list below to suit Project.
 - 2) Interface requirements.
 - 3) Sequence operations.
 - 4) Status of submittals.
 - 5) Deliveries.
 - 6) Off-site fabrication.
 - 7) Access.
 - 8) Site utilization.
 - 9) Temporary facilities and controls.
 - 10) Work hours.
 - 11) Hazards and risks.
 - 12) Progress cleaning.
 - 13) Quality and work standards.
 - 14) Change Orders.
 - 15) Documentation of information for payment requests.
 - 4. Reporting: CM will distribute minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
 - a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or

recognized. Issue revised schedule concurrently with the report of each meeting.

- D. Coordination Meetings: The Contractor will conduct coordination meetings at prescheduled intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
1. Attendees: In addition to representatives of Owner and/or CM, each contractor, subcontractor, supplier and other entity concerned with current progress or involved in planning, coordination or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be complete within the Contract Time.
 - b. Schedule Updating: Revise Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with the report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1) Interface requirements
 - 2) Sequence of operations
 - 3) Status of submittals.
 - 4) Deliveries.
 - 5) Off-site fabrication.
 - 6) Access.
 - 7) Site utilization.
 - 8) Temporary facilities and controls.
 - 9) Work hours.
 - 10) Hazards and risks.
 - 11) Progress cleaning.
 - 12) Quality and work standards.
 - 13) Change Orders/Change Directives
 3. Reporting: The GC will record meeting results and distribute copies to attendees and to others affected by decisions or actions resulting from each meeting.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

- A. Drawings and general provisions of the Agreement, including General Conditions, and Division 01 of the Project Manual, apply to work of this Section.
- B. Related Sections
 - 1. Section 017700 - Close Out Procedures
 - 2. Attachment "D" - Milestone Schedules
- C. This Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Preliminary Construction Schedule.
 - 2. Contractor's Construction Schedule.
 - 3. Submittals Schedule.
 - 4. Daily construction reports.
 - 5. Material location reports.
 - 6. Field condition reports.
 - 7. Construction photographs.

1.02 DEFINITIONS

- A. Activity: A discrete part of a project that can be identified for planning, scheduling, monitoring, and controlling the construction project. Activities included in a construction schedule consume time and resources.
 - 1. Critical activities are activities on the critical path. They must start and finish on the planned early start and finish times.
 - 2. Predecessor activity is an activity that must be completed before a given activity can be started.
- B. Event: The starting or ending point of an activity.
- C. Fragment: A partial or fragmentary network that breaks down activities into smaller activities for greater detail.
- D. Major Area: A story of construction, a separate building, or a similar significant construction element.
- E. Milestone: A key or critical point in time for reference or measurement.

1.03 SUBMITTALS/SCHEDULES/DOCUMENTATION

- A. Submittals Schedule: Submit three (3) copies of the submittal schedule. Arrange the following information in a tabular format:
 - 1. Scheduled date for first submittal.
 - 2. Specification Section number and title.
 - 3. Submittal category (action or informational).
 - 4. Name of subcontractor.
 - 5. Description of the Work covered.
 - 6. Scheduled date for Architect's final release or approval.
- B. Contractor's Construction Schedule: three (3) printed copies of initial schedule, one a reproducible print and two a blue- or black-line print, large enough to show entire schedule for entire construction period.

1. Submit an electronic copy of schedule to comply with requirements for submittals. Include type of schedule (Initial or Updated) and date.
2. Architect will review schedule for compliance with overall project schedule.

1.04 COORDINATION

- A. Coordinate Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittals Schedule, progress reports, payment requests, and other required schedules and reports.
 1. Secure time commitments for performing critical elements of the Work from parties involved.
 2. Coordinate each construction activity in the network with other primes activities and schedule them in proper sequence.

PART 2 PRODUCTS

2.01 SUBMITTALS SCHEDULE

- A. Preparation: Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
 1. Coordinate Submittals Schedule with list of subcontracts, the Schedule of Values, and Contractor's Construction Schedule.
 2. Within 30 days after Notice to Proceed or in accordance with the milestone schedule which will take precedence:
 - a. Structural Steel
 - b. Foundation Rebar
 - c. Concrete mix designs
 - d. Billet steel shop drawings
 - e. HVAC components
 - f. Electrical panels,
 - g. and all other submittals required to commence work and long-lead items critical to job schedule
 - h. No payment will be made to contractor until complete schedule of submittals has been received and accepted by Owner and Architect.
 3. Balance of Submittals - within 75 days after Notice to Proceed unless instructed otherwise.
 4. Upon approval by the Architect, non-critical submittals may be transmitted later.
- B. Prepare a written schedule (or log) showing each specification item to be submitted, projected date into architect for review, lead time for procurement and required on job date.
- C. Distribution: Following response to the initial submittal, print and distribute copies for distribution to the Architect, Owner, and other parties required to comply with submittal dates indicated. Post copies in the Project meeting room and field office.
 1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- D. Schedule Updating: Revise the submittal schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

2.02 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within seven (7) days after Notice to Proceed is issued.
1. Provide a separate time bar for each significant construction activity. Show ordering and delivery times of all long-lead equipment and materials. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".
 2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contracting mark in each bar to indicate Actual Completion.
 3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
 4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
 5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
 6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Architect's procedures necessary for certification of Substantial Completion.
- B. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.
- C. Distribution: Following response to the initial submittal, print and forward copies to the Architect, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.
1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.
- E. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with each payment application.
- F. The project schedule requires that milestones be substantially complete by the time frames indicated in the Milestone Schedule included in Attachment "D".
- G. The owner reserves the right to adjust the project schedule from time to time during construction to mitigate unavoidable problems and insure that the project completion date is achieved. Prime contractors shall comply with the adjusted Project Schedule without additional costs.
- H. Phasing of the work: Phasing requirements that must be followed by contractors for completion of work are shown on the plans.

2.03 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site and submit duplicate copies to the Owner and Architect at weekly intervals:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. High and low temperatures and general weather conditions.
 5. Accidents.
 6. Meetings and significant decisions.
 7. Unusual events (refer to special reports).
 8. Stoppages, delays, shortages, and losses.
 9. Emergency procedures.
 10. Orders and requests of authorities having jurisdiction.
 11. Change Orders received and implemented.
 12. Construction Change Directives received.
 13. Services connected and disconnected.
 14. Equipment or system tests and startups.
 15. Partial Completions and occupancies.
 16. Substantial Completions authorized.
- B. Material Location Reports: At weekly intervals, prepare a comprehensive list of materials delivered to and stored at Project site. List shall be cumulative, showing materials previously reported plus items recently delivered. Include with list a statement of progress on and delivery dates for materials or items of equipment fabricated or stored away from Project site.
- C. Field Condition Reports: Immediately on discovery of a difference between field conditions and the Contract Documents, prepare a detailed report. Submit with a request for information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- D. Submittal of Daily Log of Construction Activities
1. Failure to submit daily logs to the Architect and Owner will result in the Owner withholding progress payments until the logs are submitted to date requested or owed.

2.04 CONSTRUCTION DOCUMENTATION

- A. Air Leakage, Component Certification and Vapor Retarder Documentation
1. Contractor is required to document via photographs and submission data proof of the following:
 - a. That ALL joints and penetrations are caulked, gasketed or covered with a moisture vapor-permeable wrapping material installed in accordance with the manufacturer's installation instructions.
 - b. That all component R-Values and U-factors are labeled as certified.
 - c. That all insulation is installed according to the manufacturer's instructions is in substantial contact with the surface being insulated and in a manner that achieves the minimum R-Value without compressing the insulation. There are no gaps in the insulation.
 - d. If applicable, recessed lighting fixtures in the building envelope are sealed with gasket or caulk and are labeled as Type IC rated as meeting ASTM E283.

- e. Stair, elevator shaft vents, and other outdoor air intake and exhaust openings in the building envelope are equipped with motorized dampers.
- f. That the vapor retarder is continuous on the warm side of the entire building envelope, properly sealed and undamaged.

- 2. Also, see Section 017700 – Closeout Procedures

PART 3 EXECUTION

3.01 ATTACHMENTS:

- A. Milestone Construction Schedule – Attachment “D” to the Contract.

END OF SECTION

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PART 1 - GENERAL

1.01 SUMMARY

- A. Drawings and general provisions of the Agreement, including General and Supplementary Conditions, and Division 01 of the Project Manual, apply to work of this Section.
- B. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples and other miscellaneous submittals.

1.02 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's approval. Submittals may be rejected for not complying with requirements.
- C. Field samples are full-size physical examples erected on site to illustrate finished, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.
- D. Mock-ups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.03 SUBMITTAL PROCEDURES

- A. Electronic Drawing files may be available:
 - 1. From the Architect at the Architect's discretion for architectural (A) sheets.
 - 2. Through the Architect at the Consultant's discretion for all other (M, E, P, FP, S and SP) sheets.
 - 3. Prior to transmission of the requested sheets:
 - a) The Contractor must sign a release form
 - b) The Contractor must pay a per sheet fee
 - 4. One copy of all submittals must be sent to the CM.
- B. Use the Submittal Cover Sheet provided at the end of this Section.
 - 1. The Cover Sheet shall be on each copy of the Submittal.
 - 2. Architect may return the submittal without review if Cover Sheet is not completely filled out.
 - 3. Apply Contractor's stamp, signed or initialed, certifying the review verification of products, field dimensions, quantities, field construction criteria, and coordination of information with requirements of Work and Contract Documents.
- C. The Architect will not choose any exterior colors until the entire exterior submittal package requiring color choices is submitted and approved.
- D. The Architect will not choose any interior colors until all interior items requiring color choices have been submitted and approved.
- E. Architect's review is limited to aesthetics, architectural design and information contained in Contract Documents. Similarly, Consultant's review is limited to design relating to its specific field of expertise and its information contained in Contract Documents. Architect's or Consultant's review is neither a verification of Contractor's examination nor a substitution of Contractor's responsibilities. Architect or Consultant may inform Contractor of any

conspicuous errors on a Submittal without prejudice to being held harmless to Contractor's examinations and responsibilities.

- F. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- G. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal.
1. Initial Review: Allow a reasonable amount of time based on clarity of submittal and critical path schedule for initial review of each submittal. Allow additional time if processing must be delayed permitting coordination with subsequent submittals. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 2. If intermediate submittal is necessary, process it in same manner as initial submittal based on clarity of submittal and critical path schedule.
 3. Allow a reasonable amount of time based on clarity of submittal for processing each resubmittal.
 4. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing.
- H. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project Name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Unique identifier, including revision number.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Other necessary identification.
- I. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- J. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions of the Contract Documents, initial submittal may serve as final submittal.
- K. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by

- Architect on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
- 2. Include Contractor's certificate stating that information submitted complies with requirements of the Contract Documents.
- 3. Transmittal Form: Use sample form at the end of this section.
- L. Distribution: Furnish copies of final submittals to manufacturers, subcontractors suppliers, fabricators, installers and other as necessary for performance of construction activities. Show distribution on transmittal forms.
- M. Use for Construction: Use only final submittals with mark indicating action taken by Architect in connection with construction.

1.04 RESUBMITTALS

- A. Make Resubmittals under procedures specified for initial Submittals. Identify changes since previous Submittal.
- B. If the resubmittal process involves more than one submission due to Contractor's fault, the Architect, at its discretion, may charge the Contractor for the Architect's time and materials.
 - 1. The Architect will submit a bill for time to the Owner, who may deduct the amount from the Contractor's Application for Payment.

PART 2 - PRODUCTS

2.01 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
 - 1. **Send submittals electronically.**
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color chart.
 - f. Wiring diagrams showing factory-installed wiring.
 - g. Printed performance curves.
 - h. Operational range diagrams.
 - i. Mill reports.
 - j. Standard product operating and maintenance manuals.
 - k. Compliance with recognized trade association standards.
 - l. Compliance with recognized testing agency standards.
 - m. Application of testing agency labels and seals.
 - n. Notation of coordination requirements.
 - 4. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
 - 5. Do not permit use of unmarked copies of Product Data in connection with construction.

- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Design calculations.
 - j. Compliance with specified standards.
 - k. Notation of coordination requirements.
 - l. Notation of dimensions established by field measurement.
 2. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 3. Sheet size: Except for templates, patterns and similar full-sized drawings, submit Shop Drawings on sheets at least 8 ½ x 11 but no larger than 30 x 40 inches.
 4. Number of Copies: Submit five (5) blue- or black-line prints of each submittal, unless prints are required for operation and maintenance manuals. Submit five (5) prints where prints are required for operation and maintenance manuals. Architect will retain four (4) prints; remainder will be returned. Mark up and retain one returned print as a Project Record Drawing.
 5. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
- D. Coordination Drawings: Comply with requirements in Division 01, Section 01 31 00 – Project Management and Coordination and the Mechanical specification.
- E. Samples: Prepare physical units of materials or products, including the following:
1. Comply with requirements in Division 1, Section “Quality Requirements” for mockups.
 2. Samples for Initial Selection: Submit manufacturer’s color charts consisting of units or sections of units showing the full range of colors, textures and patterns available.
 3. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physical identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture and pattern; color range sets; and components used for independent testing and inspection.
 4. Preparation: Mount, display, or package Samples in manner specified to facilitate review of qualities indicated. Attach label on unexposed side that includes the following:
 - a. Generic description of Sample.
 - b. Product name or name of manufacturer.
 - c. Sample source.
 5. Additional Information: On an attached separate sheet, prepared on Contractor’s letterhead, provide the following:
 - a. Size limitations.
 - b. Compliance with recognized standards.
 - c. Availability.
 - d. Delivery time.
 6. Submit Samples for review of kind, color, pattern and texture for a final check of these characteristics with other elements and for a comparison of these

- characteristics between final submittal and actual component as delivered and installed.
- a. If variation in color, pattern, texture or other characteristics is inherent in the product represented by a Sample, submit at least three sets of paired units that show approximate limits of the variations.
 - b. Refer to individual Specification Sections for requirements for Samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
7. Number of Samples for Initial Selection: Submit three (3) full sets of available choices where color, pattern, texture or similar characteristics are required to be selected from manufacturer's product line. Architect will return one (1) submittal with options selected.
 8. Number of Samples for Verification: Submit three sets of Samples. Architect will retain two sets of Samples; remainder will be returned. Mark up and retain one returned Sample set as a Project Record Sample.
 - a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation and other similar characteristics are to be demonstrated.
 9. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of the Contractor.
- F. Product Schedule or List: Prepare a written summary indicating types of products required for the Work and their intended location. Include the following information in tabular form:
1. Type of product. Include unique identifier for each product.
 2. Number and name of room or space.
 3. Location within room or space.

2.02 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
1. **Send submittals electronically.**
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- I. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements.
- J. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- K. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- L. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of test performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- M. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturer's names.
 - 5. Description of product.
 - 6. Test procedure and results.
 - 7. Limitations of use.
- N. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements in Division 01 Section 017700 – Closeout Procedures.
- O. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagram if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- P. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a

product or equipment. Include name of product and name, address and telephone number of manufacturer. Include the following, as applicable:

1. Preparation of substrates.
2. Required substrate tolerances.
3. Sequence of installation or erection.
4. Required installation tolerances.
5. Required adjustments.
6. Recommendations for cleaning and protection.

Q. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:

1. Name, address and telephone number of factory-authorized service representative making report.
2. Statement on condition of substrates and their acceptability for installation of product.
3. Statement that products at Project site comply with requirements.
4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
6. Statement whether conditions, products, and installation will affect warranty.
7. Other required items indicated in individual Specification Sections.

R. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

S. Material Safety Data Sheets: Submit information directly to Owner. If submitted to Architect, Architect will not review this information but will return it with no action taken.

PART 3 - EXECUTION

3.01 CONTRACTOR'S REVIEW

- A. Review each submittal and check for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.02 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp or have not been reviewed by the Contractor and will return them without action.
- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 1. No Exception Taken.
 2. Revise and Resubmit.
 3. Furnish as Corrected.
 4. Rejected.
 5. Submit Specified Item

SECTION 013300 – SUBMITTAL PROCEDURES

H2M

- C. Informational Submittals: Architect will review each submittal and will not return it or will reject and return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION

SUBMITTAL COVER SHEET

Carmel Fire Dept. Inc. Addition/Renovations
(This sheet must accompany submittal for a valid submission)



SUBMITTAL INFORMATION:

Submission Date:
Date

Received by H2M:
Date

Substitution: ☐ CHECK HERE IF SUBMISSION IS FOR A SUBSTITUTION.
Provide additional information as per Section 016000.

1st Submission:
Date

1st Resubmittal:
Date

2nd Resubmittal:
Date

Submittal Name:
Spec. Paragraph

Submittal Title

Section Information:
Spec. Section #

Spec. Section Name

Reference Drawings:

CONTRACTOR INFORMATION:

Contract For:

Contact:

Company Name:

Email:

Contractor Address:
Street

City State Zip

Phone:

Fax:

Reviewed By:
Name

Review Date:
Date

SUPPLIER INFORMATION:

Company Name:

Contact:

Fax:

Phone:

Email:

CONTRACTOR'S CERTIFICATION STATEMENT:

By this submittal, I hereby represent that I have determined and verified all field measurements, field construction criteria, materials, dimensions, catalog numbers, and similar data and I have reviewed and approved this submittal and checked and coordinated each item with the other applicable approved Shop Drawings and all Contract requirements.

H2M Comments:

SUBMITTAL REVIEW

REVIEW IS FOR GENERAL COMPLIANCE WITH CONTRACT DOCUMENTS. NO RESPONSIBILITY IS ASSUMED FOR CORRECTNESS OF DIMENSIONS OR DETAILS

- | | |
|---|---|
| <input type="checkbox"/> NO EXCEPTIONS TAKEN | <input type="checkbox"/> SUBMIT SPECIFIED ITEM |
| <input type="checkbox"/> MAKE CORRECTIONS NOTED
<small>(RESUBMISSION NOT REQUIRED)</small> | <input type="checkbox"/> NO ACTION TAKEN
<small>(NOT OBLIGATED TO REVIEW)</small> |
| <input type="checkbox"/> REVISE & RESUBMIT | <input type="checkbox"/> NO ACTION TAKEN
<small>(THIS SUBMITTAL IS NOT REQUIRED BY THE CONTRACT)</small> |
| <input type="checkbox"/> REJECTED - SEE REMARKS | <input type="checkbox"/> RECEIVED FOR RECORD |

Corrections or comments made on the shop drawings during this review do not relieve contractor from compliance with requirements of the drawings and specifications. This check is only for review of general conformance with the design concept of the project and general compliance with the information given in the contract documents. The contractor is responsible for: conforming and correlating all quantities and dimensions; selecting fabrication processes and techniques of construction; coordinating their work with that of all other trades; and performing the work in a safe and satisfactory manner.

H2M architects + engineers

Date:

By:

Rev.: 2020-08-04

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PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspection services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
 - 1. Specific quality-assurance and quality-control requirements for individual work results are specified in their respective Specification Sections. Requirements in individual Sections may also cover production of standard products.
 - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and quality-control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
 - 4. Specific test and inspection requirements are not specified in this Section.

1.03 DEFINITIONS

- A. Experienced: When used with an entity or individual, "experienced" unless otherwise further described means having successfully completed a minimum of five (5) previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.
- B. Field Quality-Control Tests: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- C. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, assembly, and similar operations.
 - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- D. Preconstruction Testing: Tests and inspections performed specifically for Project before products and materials are incorporated into the Work, to verify performance or compliance with specified criteria.
- E. Product Tests: Tests and inspections that are performed by a nationally recognized testing laboratory (NRTL) according to 29 CFR 1910.7, by a testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program (NVLAP), or by a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.

- F. Source Quality-Control Tests: Tests and inspections that are performed at the source; for example, plant, mill, factory, or shop.
- G. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- I. Quality-Control Services: Tests, inspection, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction complies with requirements.

1.04 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
 - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

1.05 CONFLICTING REQUIREMENTS

- A. Conflicting Standards and Other Requirements: If compliance with two or more standards or requirements are specified and the standards or requirements establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Architect for direction before proceeding.
- B. Minimum Quantity or Quality or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.06 SUBMITTALS

- A. Delegated-Design Services Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement signed and sealed by the responsible design professional, licensed in the State in which the Project is located, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- B. Contractor's Quality-Control Plan: For Quality-assurance and quality-control activities and responsibilities.
- C. Qualification Data: For Contractor's quality-control personnel.

- D. Permits, Licenses, and Certificates: For Owner's record, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents established for compliance with standards and regulations bearing on performance of the Work.

1.07 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within fifteen (15) days of Notice to Proceed. Submit in format acceptable to Architect. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's Construction Schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
- C. Continuous Inspection of Workmanship: Describe process of continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- D. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Architect has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

1.08 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels require; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated or this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units. As applicable, procure products from manufacturers able to meet qualification requirements, warranty requirements, and technical or factory-authorized service representative requirements.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, applying, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Specialists: Certain Specification Sections require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirements of authorities having jurisdiction shall supersede requirements for specialists.
- F. **Manufacturer's Technical Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- G. **Factory-Authorized Service Representative Qualifications:** An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

1.09 QUALITY CONTROL

- A. **Owner Responsibilities:** Where quality-control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services. Coordination by CM.
 1. Costs for re-testing and re-inspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor and the Contract Sum will be adjusted by Change Order.
- B. **Contractor Responsibilities:** Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Perform additional quality-control activities, whether specified or not, to verify and document that the Work complies with requirements.
 1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
 2. Engage a qualified testing agency to perform quality-control services.
 - a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.
 3. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspection will be performed.
 4. Testing and inspection requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
 5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- C. **Retesting/Reinspection:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspection, for construction that replace Work that failed to comply with the Contract Documents.
- D. **Special Tests and Inspections:** Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.
 1. Testing agency will notify Architect and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
 2. Testing agency will submit a certified written report of each test, inspection, and similar quality-control service to Architect, Owner, Contractor and to Authorities having jurisdiction.
 3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.

4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
 5. Testing agency will retest and reinspect corrected work at the expense of the Contractor.
- E. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 013300 "Submittal Procedures".
- F. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of Work, and submittal of written reports.
- G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspection.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.

PART 2 - PRODUCTS (Not Used)

PART 3 EXECUTION

3.01 TEST AND INSPECTION LOG

- A. Test and Inspection Log: The CM shall prepare a record of tests and inspections. Include the following:
1. Date test or inspection was conducted.
 2. Description of the Work tested or inspected.
 3. Date test or inspection results were transmitted to Architect.
 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. The CM shall post changes and revisions as they occur. Provide access to test and inspection log for Architect's, Construction Manager and Owner's reference during normal working hours.
1. Submit log at Project closeout as part of Project Record Documents.

3.02 REPAIR AND PROTECTION

- A. General: On completion of testing, inspection, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible. Comply with the Contract Document requirements for cutting and patching.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Agreement, including General Conditions, and Division 01 of the Project Manual, apply to work of this Section.

1.02 DEFINITIONS

- A. "Approved": When used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- B. "Building Perimeter": includes extent of all foundations including the apron foundations and other similar foundations for stoops.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Equal": Like in quality, nature or status and consistent with the design intent. A material or product deemed "equal" may be accepted by the Architect in place of the specified material or product. See also Section 016000 – Product Requirements.
- E. "Equivalent": Something that performs substantially the same as the specified item in substantially the same way and is consistent with the design intent. A material or product deemed "equivalent" by the Architect may be accepted as a substitution for a specified material or product. A cost or time change to the Contract may result. See also Section 016000 – Product Requirements.
- F. "Fire Resistance Rating": Time rating (in hours) in accordance with Underwriters Laboratories Fire Resistance Directory listings.
- G. "Furnish": Supply and deliver to the Project Site, ready for unloading, unpacking, assembly, installation, and similar operations.
- H. General: Basic contract definitions are included in the Conditions of the Contract.
- I. "Indicated": Referring to graphic representations, notes, or schedules on the Drawings, or other paragraphs or Schedules in the Specifications, and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the reader locate the reference. Location is not limited.
- J. "Install": Actions at the Project Site including the actual unloading, unpacking, assembly, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- K. "Installer": An installer is the Contractor, or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
 - 1. The term "experienced," when used with the term "installer," means having a minimum of 5 previous projects similar in size and scope to this Project, being familiar with the special requirements indicated, and having complied with requirements of authorities having jurisdiction.
 - 2. Trades: Using terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a

- corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.
3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
- a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.
- L. "Permanently Enclosed": all exterior walls and roofing are installed and flashed, all openings to the exterior are either closed in with the permanent installation or with an adequate insulated temporary enclosure which can easily be maintained by the GC.
- M. "Project Site": the space available to the Contractor for performing construction activities, either exclusively or in conjunction, with others performing other work as part of the Project. The extent of the Project Site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
- N. "Provide": To furnish and install, complete and ready for the intended use.
- O. "Regulations": Includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- P. "Requests for Information" ("RFIs"), Requests on clarifications or questions on contract drawings and specifications, not contract terms, scheduling items, or general correspondence, nor, to describe or request approval of alternate construction means, methods or concepts or substitution or materials, systems means and methods or request for coordination or distribution of documents for coordination. The Contractor shall fill all RFIs out in accordance with the provisions of the Project Manual. The Architect shall not fill said forms out on the Contractor's behalf.
- Q. "Similar": A designation or note shown as "sim" that indicates other areas may have the same basic properties of material size, etc. with some small changes.
- R. "Substitution": An accepted equivalent product or material that is used in place of the specified product or material. "Substitutions" must be reviewed by the Architect in advance of standard submittal process. See also Section 016000 – Product Requirements.
- S. "Testing Agency": an independent entity engaged to perform specific inspections or tests, either at the Project Site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.
- T. The words "Specification" and "Project Manual" are interchangeable, both referring to this document.
- U. "Typical": A designation or note shown as "TYP" that indicates the included description of materials, sizes, etc. applies to all like circumstances, unless noted otherwise.
- V. "Use Charges": Costs and consumption charges from utility and energy companies for use of water, sewer, electric, fuel, energy, telephone, cable and similar utility services.

W. “Work Separation between Building and Site”: minimum 5’ outside building perimeter.

PART 2 – PRODUCTS

2.01 Not Applicable

PART 3 – EXECUTION

3.01 Not Applicable

END OF SECTION

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PART 1 GENERAL

1.01 RELATED SECTIONS

- A. Drawings and provisions of the Agreement, including General Conditions, and Division 01 of the Project Manual, apply to work of this Section.

1.02 GENERAL

- A. The Owner will hire an independent testing agency(s) to perform the work of this Section.
 - 1. An independent Testing Agency will execute functions described in Part 3 of this Specification.
 - 2. The presence of a Testing Agency neither reduces nor replaces any responsibilities of any other party.
 - 3. Contractor is responsible for the scheduling of any tests pertinent to the Work.

1.03 STANDARDS

- A. ASTM D3740 "Standard Practice for Evaluation of Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction".
- B. ASTM E329 "Standard Recommended Practice for Inspection and Testing Agencies for Concrete, Steel, and Bituminous Materials as Used in Construction".

1.04 QUALITY ASSURANCE

- A. Execute services pursuant to ASTM D3740 and ASTM E329.
- B. Maintain and calibrate testing, observing and inspecting devices daily or as necessary to accurately measure and evaluate pursuant to recognized values and consistent with specified performance limits.
- C. Employ technicians who are trained and experienced with the methods and materials of construction and related testing, observing and inspecting.

1.05 TESTING AGENCY RESPONSIBILITIES

- A. Execute specified testing, observing and inspecting.
- B. Attend pre-construction, pre-installation and progress meetings when requested by the Architect.
- C. Handle, test and store samples as specified.
- D. Determine compliance with or deviation from Contract Documents. Promptly report discrepancies from specified limits to Owner and Architect.
 - 1. Substitutions and Deviations. All substitutions of materials or other deviations from approved contract documents and applicable standards, and codes shall be immediately reported to the contractor for correction, then if uncorrected, to the registered design professional and Owner. All nonconforming items shall be fully identified on the reports.
- E. Frequency of Reports
 - 1. One report or entry is required for each day that the inspector performs any inspection.

2. When requested by the Architect an interim report is required outlining the degree of completion and compliance of the work and recording all deviations from the approved contract documents.
3. A final summary report is required at the completion of the work requiring any inspections. The final summary report shall state whether the work requiring inspection was, to the best of the inspector's knowledge, in conformance with the approved contract documents and the applicable workmanship provisions of the State Building Code and reference standards.
4. The inspector shall send a copy of the final summary report to the registered design professional, the Owner, and the contractor.

1.06 TESTING AGENCY RESTRICTIONS

- A. May not modify Contract Documents.
- B. May not approve or accept the Work.
- C. May not assume responsibilities of the Contractor.
- D. May not have control over the Contractor's means and methods of construction.
- E. May not have the authority to stop the work.

1.07 CONTRACTOR'S RESPONSIBILITIES

- A. Provide full cooperation with Testing Agency personnel.
- B. Provide access to segment of the Work that is to be tested, observed or inspected.
- C. Provide incidental labor, materials and equipment to facilitate and expedite testing, observing and inspecting.
- D. Provide, handle and store samples as specified.
- E. Notify Testing Agency, 48 hours prior to scheduled time of construction, of activity requiring testing, observing and inspecting.

1.08 TESTING AGENCY SUBMITTALS

- A. Provide a written report of testing, observing and inspecting by unit or periodically as appropriate to activity. Include photographic or drawn graphic supplements for further clarification.
- B. Provide interpretation when appropriate, specified or requested by Architect.
- C. Distribute copies of each report as follows:
 1. One copy within three (3) days of test data to the following:
 - a) Owner
 - b) Architect
 - c) Geotechnical Engineer
 - d) Civil Engineer
 - e) Contractor
 - f) Building Dept (if required)
 2. Report inclusions:
 - a) Date issued.
 - b) Project number and description.

- c) Specification section number and title.
- d) Date and time of testing, observing, or inspecting.
- e) Names of Testing Agency personnel executing service.
- f) Description of product, material, or system being tested, observed, or inspected.
- g) Description of tests, observations, or inspections.
- h) Results of testing, observing, or inspecting.
- i) Compliance with or deviation from Contract Documents.
- j) Pertinent discoveries.

1.09 ADDITIONAL SERVICES

- A. Perform testing, observing or inspecting not otherwise specified when directed by the Architect at no additional cost to the Owner. Circumstances in which this additional testing must be provided include previously failed testing and contractor-imposed requirements.”
- B. Contractor may order additional testing, observing or inspecting beyond that which is specified to administer the Work at its own expense.
- C. Provide additional testing, observing or inspecting, at Contractor's expense, for any segment of the Work modified or replaced to comply with Contract Documents or for any Work that fails to meet design, code or test standards.
- D. If the Contractor violates the requirements of the Contract Documents and the Architect determines that it is advisable to have testing performed to determine if the resulting work does not meet the requirements as specified, such testing will be at the Contractor's expense.
 - 1. Documentation of the violations and of the test results will be submitted to the Contractor and Owner, to be approved by the Architect.

PART 2 PRODUCTS

2.01 NOT APPLICABLE

PART 3 EXECUTION

3.01 TESTING, OBSERVING, AND INSPECTING BY AGENCY.

- A. Division 03.
 - 1. Concrete compression testing.
 - 2. Concrete mix design (submitted by Contractor)
 - 3. Concrete slump test.
 - 4. Concrete air entertainment.
 - 5. Concrete fresh mix temperature.
 - 6. Grout mix design. (submitted by Contractor)
- B. Division 04.
 - 1. Mortar mix design. (submitted by Contractor)
 - 2. Inspection of sample brick or masonry wall construction.
- C. Division 05 - Metals
 - 1. Plumb structural steel
 - 2. Welds – per Table 1704.4 Section 014523.13
 - 3. High strength bolts, nuts, washers
 - 4. Material verification as USA steel

- D. Division 07
 - 1. Fasteners pull out test for specified roof system.
- E. Division 09
 - 1. Hardened concrete to receive resilient flooring, epoxy coating or carpet shall be tested using anhydrous calcium chloride test or other approved testing for measurement of vapor emissions.
- F. Division 14
 - 1. Any test required by code or governing agency.
- G. Division 22 and 23.
 - 1. Piping pressure testing for plumbing, gas and sprinkler.
 - 2. Domestic water disinfecting and testing.
 - 3. Equipment testing and adjusting such as backflow preventor.
 - 4. Check appropriate systems in accordance with NFPA 13 and NFPA 25.
 - 5. Any test required by code or governing agency.
 - 6. HVAC testing, balancing and adjusting.
 - 7. Equipment testing and adjusting.
 - 8. Sprinkler tests required by Building Department.
- H. Division 26 and 28.
 - 1. All alarms.
 - 2. Electrical panels.
 - 3. Any test required by code or governing agency.
- I. Division 31, 32, and 33.
 - 1. Soil density testing for all compacted fill and backfill.
 - 2. Gradation test if required by owner.
 - 3. Asphaltic concrete thickness and density.
 - 4. Portland Cement Concrete Site Pavement compression and entrained air testing.
 - 5. Pressure and Leak Testing of Potable Water Lines.
 - 6. Disinfecting of Potable Water Lines.
 - 7. Below Grade Inspection of Sanitary and Storm Sewage System before Backfilling.
- J. Includes testing required by code, regulatory agencies or utility companies.

END OF SECTION

PART 1 GENERAL

1.01 GENERAL

- A. The Owner will hire an independent testing agency(s) to perform the work of this Section.
- B. Special Inspections and Structural Testing shall be in accordance with Chapter 17 of the Building Code of New York State (BC-NYS).
- C. Special Inspections and Structural Testing shall also include the required testing and inspections as indicated on the structural drawings.
- D. The presence of a testing agency neither reduces nor replaces any responsibilities of any other party.
- E. The General Contractor is responsible for the scheduling of any tests pertinent to their work. Provide the CM with 48 hour notice to schedule testing.

1.02 DEFINITIONS

- A. Registered Design Professional: The licensed Professional Engineer or Registered Architect whose seal appears on the Construction Drawings. Unless noted otherwise, references to the Registered Design Professional in this Section refer to the Structural Engineer for the building design.
- B. Code Enforcement Official: The Officer or other designated authority charged with administration and enforcement of the BC-NYS.
- C. Testing/Inspection Agency: An agent, retained by the Special Inspector, or retained by the Owner and coordinated by the Special Inspector, to perform some of the inspection services on behalf of the Special Inspector. (An example of an Inspecting Agency would be a Geotechnical Engineer.)
- D. Statement of Special Inspections: A document prepared by the Registered Design Professional and filed with and approved by the Code Enforcement Official that includes the Schedule of Special Inspections listing the materials and work requiring Special Inspection. This document includes the inspections and verifications required for the Project and the individuals, agencies, and/or firms who will be retained to perform these services.
- E. Quality Assurance Plan for Seismic Resistance: A document prepared by the Registered Design Professional and filed with and approved by the Code Enforcement Official that, together with the Schedule of Special Inspections, lists Special Inspection requirements for the seismic-force-resisting systems, which require Special Inspections for seismic resistance.
- F. Seismic-Force-Resisting System: The part of the structural system that has been considered in the design to provide the required resistance to the design seismic forces.
- G. Continuous Special Inspection: The full-time observation of work requiring Special Inspection by the Special Inspector who is present in the area where the work is being performed.
- H. Periodic Special Inspection: The part-time or intermittent observation of work requiring Special Inspection by the Special Inspector who is present in the area where the work has been or is being performed and at the completion of the work.

1.03 QUALIFICATIONS

- A. The Special Inspector shall be a Professional Engineer licensed in the state of New York who is accepted by the Registered Design Professional (RDP) and by the Code Enforcement Official.
- B. The Testing/Inspecting Agency shall be accepted by the Registered Design Professional and by the Code Enforcement Official.
- C. Special Inspections shall be performed by inspectors who are either Professional Engineers (P.E.) or Engineers-In-Training (EIT) with an education and background in structural engineering except as indicated below:
 - 1. Special Inspectors of soils and foundations may be performed by inspectors who are either Professional Engineers (P.E.) or Engineers-In-Training (EIT) with an education and background in geotechnical engineering.
 - 2. Technicians performing tests of concrete shall be ACI certified Concrete Field Technicians – Grade 1 or higher.
 - 3. Inspectors performing inspections of concrete work may be ACI certified Concrete Construction Inspectors in lieu of being a P.E. or EIT.
 - 4. Technicians performing tests or inspections of welds shall be AWS Certified Welding Inspectors. Technicians performing ultrasonic testing shall also be certified as an ASNT-TC Level II or Level III technician.
 - 5. Technicians performing standard tests described by specific ASTM Standards shall have training in the performance of such tests and must be able to demonstrate either by oral or written examination competence for the test to be conducted. They shall not be permitted to independently evaluate test results.
 - 6. Technicians of Testing/Inspecting Agencies for smoke control shall have expertise in fire-protection engineering, mechanical engineering, and certification as air balancers.

**TABLE 1704.1
MINIMUM QUALIFICATIONS FOR SPECIAL INSPECTORS**

CATEGORY	CODE REFERENCE	MINIMUM QUALIFICATIONS
Reinforced Concrete	1704.4	<ol style="list-style-type: none"> 1. Current ICC Reinforced Concrete Special Inspector or ACI Concrete Construction Inspector. 2. For pours of less than 50 cubic yards, a sample from each truck shall be tested. For pours of over 50 cubic yards, samples from 50% of total placed concrete shall be tested. 3. Concrete field testing can be by an ACI Concrete Field Testing Technician with Grade 1 certification. 4. Intern engineer with relevant experience. 5. New York State Registered Design Professional Engineer (RDP) with relevant experience.
Welding	1704.3; Table 1704.3, Item 5; Table 1704.4, Item 2; Table 1707.2; 2208	<ol style="list-style-type: none"> 1. Current AWS Certified Welding Inspector. 2. Current ICC Structural Steel and Welding Certificate plus one year relevant experience. 3. Current level II certification from the American Society for non-destructive Testing (NDT). 4. Current NDT Level II provided previously certified as NDT Level II.
High-strength bolting & steel frame inspection	1704.3.3; Table 1704.3	<ol style="list-style-type: none"> 1. Current ICC Structural Steel and Welding certification and one year relevant experience. 2. Intern Engineer with relevant experience. 3. RDP with relevant experience.
Masonry	1704.5; Table 1704.5.1; Table 1704.5.3	<ol style="list-style-type: none"> 1. Current ICC Structural Masonry certification and one year relevant experience. 2. Intern Engineer with relevant experience. 3. RDP with relevant experience.
Excavation and filling; verification of soils; piling & drilled piers; modular retaining walls	1704.7; 1704.8; 1704.9; 1704.13	<ol style="list-style-type: none"> 1. Current Level II certification in geotechnical engineering technology/construction from the National Institute of Certification in Engineering Technologies (NICET) 2. Intern Engineer with relevant experience. 3. RDP with relevant experience.
Inspection of fabricators	1704.2	<ol style="list-style-type: none"> 1. Pre-cast: Current ICC Reinforced Concrete plus one year relevant experience. 2. Bar Joist: see welding requirements 3. Metal Building: see welding requirements 4. Structural Steel: see welding requirements

1.04 SUBMITTALS

- A. The Special Inspector and Testing/Inspecting Agency shall submit to the Registered Design Professional and Code Enforcement Official for review, a copy of their qualifications which shall include the names and qualifications of each of the individual inspectors and technicians who will be performing inspections or tests.
- B. The Special Inspector and Testing/Inspecting Agency shall disclose any past or present business relationship or potential conflict of interest with the Contractor or any of the Subcontractors whose work will be inspected or tested.

1.05 PAYMENT

- A. The Owner will engage and pay for the services of the Special Inspector and Testing/Inspecting Agency.

- B. The Contractor shall be responsible for the cost of any retesting or re-inspection of work which fails to comply with the requirements of the Contract Documents.

1.06 OWNER RESPONSIBILITIES

- A. The Owner shall provide the Special Inspector with a complete set of Contract Documents, sealed by the Registered Design Professional and approved by the Code Enforcement Official.
- B. The Owner shall provide e-access to all contract documents for testing agency use.

1.07 CONTRACTOR RESPONSIBILITIES

- A. The General Contractor responsible for the construction of a seismic-force-resisting system listed in the Quality Assurance Plan for Seismic Resistance and indicated on the Contract Documents, shall submit a written Contractor's Statement of Responsibility to the Code Enforcement Official, Special Inspector, Registered Design Professional, and to the Owner prior to the commencement of work on the system or component. The Contractor's Statement of Responsibility shall contain the following:
 - 1. Acknowledgement of awareness of the special requirement contained in the Quality Assurance Plan.
 - 2. Acknowledgement that control will be exercised to obtain conformance with the Contract Documents approved by the Code Enforcement Official.
 - 3. Procedures for exercising control within the Contractor's organization, the method and frequency of reporting, and the distribution of the reports.
 - 4. Identification and qualifications of the person(s) exercising such control and the position(s) in the organization.
- B. The Contractor shall cooperate with the Special Inspector and his agents so that the Special Inspections and testing may be performed without hindrance.
- C. The Contractor shall notify the Special Inspector and/or Testing/Inspecting Agency, as indicated in the Schedule of Special Inspections, at least 48 hours in advance of a required inspection or test.
- D. The Contractor shall provide incidental labor and facilities to provide access to the work to be inspected or tested, to obtain and handle samples at the site or at source of products to be tested, to facilitate tests and inspections, and storage and curing of samples.
- E. The Special Inspection program shall in no way relieve the Contractor of the obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control program.
- F. The Contractor shall be solely responsible for construction site safety.

1.08 LIMITS ON AUTHORITY

- A. The Special Inspector or Testing/Inspecting Agency shall not release, revoke, alter, or enlarge on the requirements of the Contract Documents.
- B. The Special Inspector or Testing/Inspecting Agency shall not have control over the Contractor's means and methods of construction.
- C. The Special Inspector or Testing/Inspecting Agency shall not be responsible for construction site safety.
- D. The Special Inspector or Testing/Inspecting Agency shall not have the authority to stop the work.

1.09 STATEMENT OF SPECIAL INSPECTIONS

- A. The Statement of Special Inspections, including the Schedule of Special Inspections, and the Quality Assurance Plan for Seismic Resistance have been prepared by the Registered Design Professional.
- B. The Special Inspector shall provide and/or coordinate inspection and testing requirements as necessary in accordance with the provisions of Chapter 17 of the Building Code of New York State, these Specifications, the Statement of Special Inspections, and the Quality Assurance Plan for Seismic Resistance.
- C. Required inspections and tests are described in the List of Special Inspections included following this section.
- D. The Statement of Special Inspections and the Quality Assurance Plan for Seismic Resistance shall be submitted with the Application for Building Permit.

1.10 RECORDS AND REPORTS

- A. Detailed reports shall be prepared of each test or inspection. Reports shall include:
 - 1. Date of test or inspection.
 - 2. Name of Testing Agency or Inspecting Agency.
 - 3. Name of technician or inspector.
 - 4. Location of specific areas tested or inspected.
 - 5. Description of test or inspection and results.
 - 6. Reference applicable ASTM Standards.
 - 7. Weather conditions.
- B. The Testing/Inspecting Agency shall immediately notify the Contractor, Special Inspector, and the Registered Design Professional by telephone or fax of any test results which fail to comply with the requirements of the Contract Documents.
- C. The Special Inspector shall immediately notify the Contractor of any discrepancies from the Contract Documents found during a Special Inspection. If the discrepancies are not corrected, the Special Inspector shall notify the Registered Design Professional and Code Enforcement Official.
- D. The Testing/Inspecting Agency shall submit reports to the Special Inspector within three (3) days of the inspection or test. Handwritten reports may be submitted if final typed copies are not available.
- E. At the completion of the work requiring Special Inspections, each Testing/Inspecting Agency shall provide an Agent's Final Report of Special Inspections to the Special Inspector, stating that work was completed in substantial conformance with the Contract Documents and that appropriate inspections and tests were performed.
- F. The Special Inspector shall submit interim reports, at intervals noted on the Statement of Special Inspection, which include reports for all inspections and tests performed since the previous interim report (or since the beginning of construction for the first interim report).
- G. Interim reports shall be addressed to the Code Enforcement Official with copies sent to the Registered Design Professional (Structural Engineer and Architect) and Contractor.
- H. Interim reports shall be signed and stamped by a Professional Engineer.

1.11 FINAL REPORT OF SPECIAL INSPECTIONS

- A. The Final Report of Special Inspections shall be completed by the Special Inspector and submitted to the Registered Design Professional and Code Enforcement Official prior to issuance of a Certificate of Use and Occupancy.
- B. CASE Form 102 (or other similar form) shall be used for the Final Report of Special Inspections.
- C. The Final Report of Special Inspections shall state that required inspections have been performed and shall itemize any discrepancies which were not corrected or resolved.

PART 2 PRODUCTS

2.01 NOT APPLICABLE

PART 3 EXECUTION

3.01 REQUIRED VERIFICATION

- A. See tables of Required Verification and/or Inspection that follow:

**TABLE 1704.3
REQUIRED VERIFICATION AND INSPECTION OF STEEL CONSTRUCTION**

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD (a)	BC-NYS REFERENCE
1. Material verification of high-strength bolts, nuts and washers: a. Identification markings to conform to ASTM standards specified in the approved construction documents. b. Manufacturer's certificate of compliance required.	—	X	Applicable ASTM material specifications: AISC ASD, Section A3.4; AISC LRFD, Section A3.3	— X
2. Inspection of high-strength bolting: a. Bearing-type connections. b. Slip-critical connections.	X	X	AISC LRFD Section M2.5	1704.3.3
3. Material verification of structural steel: a. Identification markings to conform to ASTM standards specified in the approved construction documents. b. Manufacturer's certified mill test reports.	—	X	ASTM A 6 or ASTM A 568 ASTM A 6 or ASTM A 568	1708.4
4. Material verification of weld filler materials: a. Identification markings to conform to AWS specification in the approved construction documents. b. Manufacturer's certificate of compliance required.	—	—	AISC, ASD, Section A3.6; AISC LRFD, Section A3.5	—

5. Inspection of welding: a. Structural steel: 1) Complete and partial penetration groove welds. 2) Multi-pass fillet welds. 3) Single-pass fillet welds >5/16" 4) Single-pass fillet welds <5/16" 5) Floor and deck welds. b. Reinforcing steel: 1) Verification of weldability of reinforcing steel other than ASTM A 706. 2) Reinforcing steel-resisting flexural and axial forces in intermediate and special moment frames, and boundary elements of special reinforced concrete shear walls and shear reinforcement. 3) Shear reinforcement. 4) Other reinforcing steel.	X X X X X	X X X X	AWS D1.1 AWS D1.3 AWS D1.4 ACI 318: 3.5.2	1704.3.1 1903.5.2
6. Inspection of steel frame joint details for compliance-with approved construction documents: a. Details such as bracing and stiffening. b. Member locations. c. Applications of joint details at each connection.	X	X	—	1704.3.2

For SI: 1 inch = 25.4 mm.

(a). Where applicable, see also Section 1707 1, Special inspection for seismic resistance.

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TABLE 1704.4
REQUIRED VERIFICATION AND INSPECTION OF CONCRETE CONSTRUCTION

VERIFICATION AND INSPECTION	CONTINUOUS	PERIODIC	REFERENCED STANDARD	BC-NYS REFERENCE
1. Inspection of reinforcing steel, including prestressing tendons, and placement		X	ACI 318: 3.5, 7.1-7.7	1903.5, 1907.1, 1907.7, 1914.4
2. Inspection of reinforcing steel welding in accordance with Table 1704.3. Item 5B			AWS D1.4 ACI 318: 3.5.2	1903.5.2
3. Inspect bolts to be installed in concrete prior to and during placement of concrete where allowable loads have been increased.	X			1912.5
4. Verifying use of required design mix.		X	ACI 318: Ch 4, 5.2, 5.4	1904, 1905.2-1905.5, 1914.2, 1914.3
5. Sampling fresh concrete and performing slump, air content and determining the temperature of fresh concrete at the time of making specimens for strength tests.	X		ASTM C 172 ASTM C 31 ACI 318: 5.6, 5.8	1905.6, 1914.10
6. Inspection of concrete and shotcrete placement for proper application techniques.	X		ACI 318: 5.9, 5.10	1905.9, 1905.10, 1914.6, 1914.7

				1914.8
7. Inspection for maintenance of specified curing temperature and techniques.		X	ACI 318:5.11-5.13	1905.11,1905.13, 1914.9
8. Inspection of prestressed concrete: a. Application of prestressing forces. b. Grouting of bonded prestressing tendons in the seismic-force-resisting system.			ACI 318: 18.18 ACI 318: 18.16.4	
9. Erections of precast concrete members.			ACI 318: Ch 16	
10. Verification of in-situ concrete strength, prior to stressing of tendons in posttensioned concrete and prior to removal of shores and forms from beams and structural slabs.			ACI 318: 6.2	1906.2

BUILDING CODE OF NEW YORK STATE**TABLE 1704.5.3
LEVEL 2 INSPECTION**

INSPECTION TASK	FREQUENCY OF INSPECTION		REFERENCE FOR CRITERIA		
	Continuous during task listed	Periodically during task listed	BC-NYS Section	ACI 530/ASCE 5/TMS 402(a)	ACI 530.1/ASCE 6/TMS 602a
1. From the beginning of masonry construction, the following shall be verified to ensure compliance: a. Proportions of site-mixed mortar and grout, and prestressing grout for bonded tendons. b. Placement of masonry units and construction of mortar joints. c. Placement of reinforcement, connectors, and prestressing tendons and anchorage. d. Prestressing tendon installation. e. Grout specs prior to grouting. f. Placement of grout and prestressing grout for bonded tendons. g. Grouting of prestressed bonding tendons.	X	X X X X	—	Sec. 1.12.3	Art. 2.6A Art. 3.3B Art. 3.4 Art. 3.6A Art. 3.2D Art. 3.5 Art. 3.6C
2. The inspection program shall verify: a. Size and location of structural elements. b. Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames or other construction. c. Specified size, grade and type of reinforcement. d. Welding reinforcing bars. e. Protection of masonry during cold weather (temperature below 40° F) or hot weather (temperature above 90° F). f. Application and measurement of prestressing force.	X X X	X X X	Sec. 2108.9.2.1 1 Item 2 Sec. 2104.3, 2104.4	Sec. 1.15.4.2.1.2 Sec. 1.12 Sec. 2.1.8.6 Sec. 2.1.8.6.2	Art. 3.3G Art. 2.4.3.4 Art. 1.8 Art. 3.6B
3. Preparation of any required grout specimens, mortar specimens and/or prisms shall be observed.	X	—	Sec. 2105.3,	—	Art. 1.4

			2105.4, 2105.5		
4. Compliance with required inspection provisions of the construction documents and the approved submittals shall be verified.	–	X	–	–	Art. 1.5

For SI: °C = (°F – 32)/1.8.

(a). The specific standards referenced are those listed in Chapter 35

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SECTION 1704.7 EARTHWORK INSPECTIONS

Verification and Inspection	Continuous	Periodic	Referenced Standard	BC-NYS Section
Approval of Subgrade		X		1704.7.1
Placement and inspection of fill		X		1704.7.2 1704.7.3

REQUIRED VERIFICATION AND INSPECTION OF SPRAY FOAM INSULATION

VERIFICATION AND INSPECTION TASK	CONTINUOUS DURING TASK LISTED	PERIODICALLY DURING TASK LISTED
Verification of installed thickness of spray foam insulation and documentation of recorded measurements. Three measurements for every 500 sq ft of wall or ceiling area.	-	X

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PART 1 - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General Conditions and other Division 01 Specification Sections, apply to this Section.

1.02 USE CHARGES

- A. General: Use charges for temporary and permanent power, water, heat and any other required service will be paid by the Owner, except the masonry.
- B. Water Service: Owner shall be responsible for providing municipal water and any permits or fees. The Owner is responsible for permits associated with temporary water.
- C. Electric Power Service: Temporary electric power and lighting including installation, maintenance and any permits or fees are to be provided by the Owner. Contractor is responsible for the removal of all temporary power and lighting.
- D. Other: Temporary toilets are the responsibility of the Owner.
- E. Sewer Service Use Charges: Owner shall provide temporary toilets in proportions required by OSHA.

1.03 SUMMARY

- A. This Section includes requirements for temporary facilities and controls, including temporary utilities, support facilities, and security and protection.
- B. Temporary utilities include, but are not limited to, the following:
 - 1. Ventilation and heat
 - 2. Gas by Owner (Natural gas not to be assumed available for Contractor use.)
 - 3. Water by Owner
 - 4. Waste Piping by Owner
 - 5. Temporary Toilets, Hand Washing Stations and Hand Sanitizer Stations by Owner
 - 6. Telephones Service
 - 7. Internet Service
 - 8. Electric by Owner
 - 9. Temporary Access Roads and Staging Areas
- C. Support facilities include, but are not limited to, the following:
 - 1. Field Offices and Storage Sheds
 - 2. Temporary enclosures
 - 3. Hoists and temporary elevator use
 - 4. Temporary project identification signs and bulletin boards by Owner
 - 5. Waste disposal services by Owner
 - 6. Rodent and pest control
 - 7. Construction aids and miscellaneous services and facilities
- D. Security and protection facilities include, but are not limited to, the following:
 - 1. Temporary fire protection
 - 2. Barricades, warning signs, and lights
 - 3. Environmental protection
 - 4. Construction fencing and gates by Owner
 - 5. Site Signage by GC

E. General Requirements

1. All construction materials shall be stored in a safe and secure manner.
2. Fences around construction supplies or debris shall be maintained by Owner.
3. Gates shall always be locked unless a worker is in attendance to prevent unauthorized entry.
4. During exterior work, overhead protection shall be provided for any sidewalks or areas immediately beneath the work site or such areas shall be fenced off and provided with warning signs to prevent entry.
5. Contractor shall be responsible for the control of chemical fumes, gases, and other contaminants produced by welding, gasoline or diesel engines, roofing, paving, painting.
6. Contractor shall be responsible to ensure that activities and materials which result in "off-gassing" of volatile organic compounds such as glues, paints, furniture, carpeting, wall covering, drapery, etc. are scheduled, cured or ventilated in accordance with manufacturers recommendations before a space can be occupied.

1.04 INFORMATIONAL SUBMITTALS

- A. Site Plan: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. Erosion- and Sedimentation-Control Plan: Show compliance with requirements of the SWPPP and Construction General SPDES Permit.
- C. Moisture-Protection Plan: Describe procedures and controls for protecting materials and construction from water absorption and damage, including delivery, handling, and storage provisions for materials subject to water absorption or water damage, discarding water-damaged materials, protocols for mitigating water intrusion into completed Work, and replacing water damaged Work.

1.05 DIVISION OF RESPONSIBILITIES

- A. General: These Specifications assign contractor specific responsibilities for certain temporary facilities used by other prime contractors and other entities at the site. The Contractor is responsible for providing temporary facilities and controls and associated costs that are not normal construction activities of other prime contractors and are not specifically assigned otherwise by the Contract Documents.
- B. GC is responsible for the following:
 1. Installation, operation, maintenance and removal of each temporary facility considered as its own normal construction activity, as well as the costs and use charges except as listed below.
 2. Plug-in electric power cords and extension cords, supplementary plug-in task lighting, and special lighting necessary exclusively for its own activities.
 3. Its own storage and fabrication sheds.
 4. Hoisting requirements, hoisting material or equipment into spaces below grade, and hoisting requirements outside the building enclosure.
 5. Collection and disposal of its own hazardous, dangerous, unsanitary, or other harmful waste material.
 6. Secure lock-up of its own tools, materials, and equipment.
 7. Construction aids and miscellaneous services and facilities necessary exclusively for its own construction activities.

1.06 QUALITY ASSURANCE

- A. Regulation: Contractor shall comply with industry standards and with applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:
 - 1. Building code requirements
 - 2. Health and safety regulations
 - 3. Utility company regulations
 - 4. Police, fire department and rescue squad rules
 - 5. Environmental protection regulations
 - 6. OSHA regulations
 - 7. Transportation Authority
- B. Standards: Contractor shall comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations", ANSI-A10 series standards for "Safety Requirements for Construction and Demolition", and NECA Electrical Design Library "Temporary Electrical Facilities".
 - 1. Trade Jurisdictions: Assigned responsibilities for installation and operation of temporary utilities are not intended to interfere with the normal application of trade regulations and union jurisdictions.
 - 2. Electrical Service: Comply with NEMA, NECA and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- C. Inspections: Arrange for authorities having jurisdiction to inspect and test each temporary utility before use. Obtain required certifications and permits.
 - 1. Safety: It is the specific responsibility of the Contractor to provide for the safety of his personnel and the public

1.07 PROJECT CONDITIONS

- A. Temporary Utilities: Contractor shall prepare a schedule indicating dates for implementation and termination of each temporary utility for which the Contractor is responsible. At the earliest feasible time or unless otherwise noted, when acceptable to the Owner, change over from use of temporary service to use of permanent service.
 - 1. Temporary Use of Permanent Facilities: The Installer of each permanent service shall assume responsibility for its operation, maintenance, and protection during use as a construction facility prior to the Owner's acceptance, regardless of previously assigned responsibilities.
 - 2. Use of permanent facilities prior to substantial completion is subject to the Owner's approval and conditions.
 - a. Each permanent facility used for construction purposes shall be operated, maintained, and protected during such use by the original installer.
 - b. Specified warranties shall not be reduced or voided by temporary use.
- B. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on site.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. General: Contractor shall provide new materials. If acceptable to the Architect, undamaged, previously used materials in serviceable condition may be used. Provide materials suitable for use intended.
- B. Lumber and Plywood: Comply with requirements in Division 06 Section "Rough Carpentry".
 - 1. For job-built temporary offices, shops, and sheds within the construction area, provide UL-labeled, fire-treated lumber and plywood for framing, sheathing, and siding.
 - 2. For signs and directory boards, provide exterior-type, Grade B-B high density concrete form overlay plywood of sizes and thicknesses indicated.
 - 3. For safety barriers, sidewalk bridges, and similar uses, provide minimum 5/8 inch (16 mm) thick exterior plywood.
- C. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.
- D. Water: Provide potable water approved by local health authorities.

2.02 EQUIPMENT

- A. General: Contractor shall provide new equipment. If acceptable to the Architect, undamaged, previously used equipment in serviceable condition may be used. Provide equipment suitable for use intended.
- B. Water Hoses: Provide ¾ inch (19 mm) heavy-duty, abrasion-resistant, flexible rubber hoses 100 feet (30 m) long, with pressure rating greater than the maximum pressure of the water distribution system. Provide adjustable shutoff nozzles at hose discharge.
- C. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-V plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
- D. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.
- E. Lamps and Light Fixtures: Provide general service incandescent lamps of wattage required for adequate illumination. Provide guard cages or tempered-glass enclosures, where exposed to breakage. Provide exterior fixtures where exposed to moisture.
- F. Fire Extinguishers: Provide hand-carried, portable, UL-rated; Class A fire extinguishers for temporary offices and similar spaces. In other locations, provide hand-carried, portable, UL-rated, Class ABC, dry-chemical extinguishers or a combination of extinguishers of NFPA-recommended classes for the exposures.
 - 1. Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- B. Contractor shall provide facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

3.02 TEMPORARY UTILITY AND CONSTRUCTION INSTALLATION

- A. General: Engage the appropriate local utility company to install temporary service or connect to existing service if necessary and applicable. Where the company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations.
 - 1. Arrange with the company and existing users for a time when service can be interrupted, if necessary, to make connections for temporary services.
 - 2. Provide adequate capacity. Prior to temporary utility availability, provide trucked-in services.
 - 3. Obtain easements to bring temporary utilities to the site where the Owner's easements cannot be used for that purpose.
- B. Temporary Electric Service
 - 1. The Contractor shall provide and maintain temporary electric service consisting of main power hook-up and panel board and temporary lighting for site including both trailer locations and new building. Temporary service shall be maintained during all workdays and shall comply with all codes and regulations. Contractor shall provide power distribution for its own use.

Electrical service:

 - a. Obtain temporary service from local power pole.
 - b. Provide temporary power poles.
 - c. Over current protection shall be installed as required.
 - d. Provide disconnect at connection to service.
 - e. Provide service conductors and equipment.
 - f. Minimum power characteristics: 240/120-volt, single phase, 200 amp.
 - g. Provide an underground conduit from main temporary panel to a central point in the building footprint to facilitate providing temporary power into the building. Conduit to be sealed and left in place when no longer needed.
 - h. Provide distribution equipment, feeders, and branch circuit panel boards to serve:
 - 1. Temporary lighting.
 - 2. Job Trailers, minimum (4) per site
 - 3. Temporary convenience receptacles. **(4 gang outlet boxes spaced to allow for 50' extension cord; enough to accommodate requirements of the entire building)**
 - 4. To accommodate construction operations requiring power, use of power tools, electric heating and start up testing of permanent electric powered equipment prior to its permanent connection to electrical system.
 - 2. Contractor shall provide his own extension lines, and other special equipment; welding equipment shall run from generator trucks.
 - 3. The Contractor shall be responsible for initial connections and final demolition of all temporary fixtures and wiring.
 - 4. Security lighting for building exteriors shall be continuously operational and maintained. Electrical Contract to provide six (6) 150 watt, 20,000 lumens, exterior, pole mounted LED floodlights.

5. The Contractor shall maintain OSHA standards for power and foot-candle levels in all areas while workers occupy the space. The temporary lighting shall be energized daily at 6:50 A.M. to 12:00 A.M. as a minimum duration until permanent fixtures are installed.
 6. Not unlike other equipment in this contract, upon installation, the temporary electric system becomes the property of the Owner and shall not be controlled by any one contractor.
 7. Temporary Site Lighting: Contractor to maintain exterior Lighting to adequately light the entrances and exits of project site. Temporary lighting shall be controlled by time clocks and lighting contactors; settings to be coordinated with the Architect.
 8. Contractor will be responsible for hookup of their project trailers to temporary electric pedestal. Use of energy, including heat (shall be set back at night). If abused, power from temporary service will be disconnected. The Contractor shall erect poles safely sufficient for site power and telephone service. All installations shall conform to strictest standards. The Contractor shall disconnect all items and remove poles upon project completion.
- C. Temporary Sanitary Facilities
1. Provide temporary portable chemical toilet facilities, hand washing stations (water style when conditions permit) and hand sanitizer stations in conditioned spaces for all construction personnel in amounts as required by codes and regulations, and shall maintain, service and clean these facilities for the duration of the project.
- D. Temporary Heating/Ventilating
1. Upon enclosure of the new building (by either temporary barriers or permanent wall systems) or as indicated by the milestone schedule, whichever is sooner, provide temporary heating equipment and all fuel necessary to continue construction work at proper heated conditions in the buildings. The means and methods shall be as field determined for specific buildings and/or areas.
 2. Provide specific areas requiring heat for performance of work (i.e. masonry, sheetrock taping, concrete, finishes) above 50°F minimum.
- E. Temporary Telephone Service
1. Telephone services are the responsibility the Contractor. Phone services shall remain operable until project completion. Contractor is responsible for having mobile phones with numbers accessible day and night.
- F. Temporary Fire Protection
1. Furnish temporary fire protection in the course of performing its own work.
 2. Furnish and maintain per OSHA standards, a fire extinguisher at all temporary means of egress and any necessary locations.
- G. Temporary Construction:
1. Temporary bridging, decks, hoists, lifts, scaffolding, and cranes.
 2. Temporary perimeter and stairwell barricades at grade changes and multiple.
 3. Temporary entrances and exits to the building.
 4. First aid requirements.
 5. Temporary stairs between floor levels shall be installed as soon as floor decking is completed.
 6. Any temporary support for decking, concrete pours or any other installation is the absolute responsibility of the contractor that requires such support. This includes shoring, bracing supports, etc. Such support must show on the submittals for the installation. Alert vendors, suppliers and subcontractors to these requirements.

- H. Daily cleanup
1. Dumpsters are to be provided removed within 2 hours of being full and hauled off site to a legal dumpsite. GC to pay all costs associated with providing the dumpsters and removing project debris from the job site.
 2. Maintain a clean work site.
 3. Contractor shall remove own debris daily from work area to waste disposal containers (dumpsters), time lapse not acceptable.
 4. The condition of cleanliness in which an area is found, is the condition each Contractor shall leave.
 5. Each Contractor working on site shall submit manpower on Friday at 8 A.M. to work as a team to remove debris to dumpsters until complete. At discretion of Owner, a Contractor not complying may be back-charged for work performed by others.
 6. Final cleaning shall be the responsibility of each Prime Contractor for his/her own work.
 7. Protection of Work: Each Prime Contractor is reminded to temporarily protect work in place until accepted by the Owner per Article 10 of the General Conditions of the Contract.
 8. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 3 days during normal weather or 1 day when the temperature is expected to rise above 80°F (27°C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully.
 9. If Contractor does not clean his debris and dispose of it properly, the Architect shall direct the cleaning by outside company to be backcharged to the Contractor, backcharges to include the Architect's time to manage. The Architect's decision is binding and final.
 10. Fires are prohibited regardless of purpose. Contractor is financially responsible for replacement of damaged or destroyed property and landscaping caused by Contractor activities, actions or lack of proper procedure.

3.03 SUPPORT FACILITIES INSTALLATION

- A. Locate field offices, storage sheds, sanitary facilities, and other temporary construction and support facilities for easy access.
1. Maintain support facilities until Substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to the Owner.
- B. Provide non-combustible construction for offices, shops, and sheds located within the construction area as directed. Comply with requirements of NFPA 241.
- C. Field Offices: Provide one insulated, weather tight temporary trailer of sufficient size to accommodate personnel at Project Site. Keep the office clean and orderly for use for small meetings.
1. Office trailer shall contain two (2) wall mounted hand sanitizer units. Contractor is responsible to keep them supplied with hand sanitizer.
- D. Temporary Access Roads and Staging Area
1. Temporary roads shall be installed and/or maintained by GC.
 2. Road Cleaning: Maintain roads and walkways in an acceptably clean condition. This includes the removal of debris daily, if required, and/or a minimum of once a week due to all project traffic. Road cleaning equipment to be wet/vacuum type. Site Contractor will clean the roads affected by his contract work. The General Construction Contractor will maintain roads until project completion.

3. Snow Plowing: Provide snow plowing of temporary road, parking area, access route, and a 5' walkway to all office trailers.
 4. Snow Removal: Provide snow removal at any unprotected building slabs or roofing areas and provide access to these work areas.
 5. Contractor Parking/ Staging Area: General Construction Contractor shall maintain access for suitable parking areas. Re-grade, re-seed and restore any areas disturbed by parking/ staging.
 - a. Parking Areas: Includes contractors' employees and construction vehicle parking. Minimum of 6".
 - b. Access Roads: Includes access roads for delivery through staging area to building work areas, and to equipment and storage areas and sheds. Minimum of 9".
 6. Traffic Regulations:
 - a. Access through Owner's entrances shall be limited.
 - b. Utilize only entrances/temporary roads as designated.
- E. De-watering Facilities and Drains
1. For temporary drainage and de-watering facilities and operations not directly associated with construction activities included under individual Sections, comply with de-watering requirements of applicable Division 31 Sections. Where feasible, use the same facilities. Maintain the site, excavations, and construction free of water.
 2. For temporary drainage and de-watering facilities and operations directly associated with the building foundations and other construction activities, comply with Division 31; General Construction Contractor is directly responsible for de-watering of their excavations.
- F. Temporary Enclosures/Signage: The General contractor shall provide temporary enclosure for protection of construction in progress and completed, from exposure, foul weather, other construction operations, and similar activities as follows unless otherwise noted:
1. Where heat is needed, and the permanent building enclosure is not complete, provide temporary enclosures where there is no other provision for containment of heat. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.
 2. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.
 3. Close openings through floor decks and horizontal surfaces with load-bearing, wood-framed construction.
 4. Where temporary wood or plywood enclosure exceeds 100 sq. ft. (9.2 sq. m) in area, use UL-labeled, fire-retardant treated material for framing and main sheathing.
 5. Generally, temporary closures for specific openings for a prime contractor to perform their work openings are the responsibility of Contractor creating the opening and shall be installed to protect building from exterior elements.
 6. Temporary partitions shall be installed at all openings where additions connect to existing buildings, and where required to protect areas, spaces, property, personnel, students, and faculty; to separate and control dust, debris, noise, access, sight, fire areas, safety and security and to separate phased construction areas per the phasing plan. Temporary partitions shall be installed and maintained.
 7. Temporary Lifts and Hoists: Provide facilities for hoisting materials and employees. Truck cranes and similar devices used for hoisting materials are considered "tools and equipment" and not temporary facilities.
 8. Temporary Signs: Prepare signs to provide directional information to construction personnel and visitors as follows: The GC shall furnish and install construction signage as required.

- a. Engage an experienced sign painter to apply graphics. Comply with details indicated.
 - b. For construction traffic control/flow at entrances/exits, as designated by the Owner (2 required)
 - c. To direct visitors (1 required)
 - d. For construction parking (1 required)
 - e. To direct deliveries (1 required)
 - f. For warning signs as required
 - g. Per OSHA standards as necessary
 - h. For trailer identification
 - i. For "No Smoking" safe work site at multiple locations (6 required).
 - j. Any signage required to comply with CDC or any other AHJ guidelines and/or regulations relating to the COVID 19 pandemic.
9. Traffic Regulatory Signs:
- a. Provide standard signs where required to properly control vehicle and pedestrian traffic.
 - b. Must conform to all applicable codes.
 - c. Signage as required by NYSDOT, County or local agency.
 - d. Traffic Control Signs: Install as need arises and according to NYSDOT or agency requirements.

3.04 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion, except as permitted by the Owner.
- B. Temporary Fire Protection: Until fire-protection needs are supplied by permanent facilities, install and maintain temporary fire-protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 10, "Standard for Portable Fire Extinguishers", and NFPA 241, "Standard for Safeguarding Construction, Alterations, and Demolition Operations".
1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher on each floor at or near each usable stairwell.
 2. Store combustible materials in containers in fire-safe locations.
 3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in hazardous fire-exposure areas.
 4. Provide supervision of welding operations, combustion-type temporary heating units, and similar sources of fire ignition.
- C. Permanent Fire Protection: At the earliest feasible date complete installation of the permanent fire-protection facility, including connected services, and place into operation and use. Instruct key personnel on use of facilities.
- D. Fall Protection:
1. Furnish and install temporary cable top & mid railings per OSHA regulations around all floor and/or roof openings and at perimeter of all raised floors. Include toe boards around perimeter and openings where required. The Contractor must provide his own means for providing OSHA approved fall protection for its workers and others. Temporary railings removed for some reason other than constructing the permanent wall, must be immediately replaced. Keep all cable and railings in place until such time that the building is plumb all floor slabs and roof slabs are in place. Do not remove such railing until approved by OSHA regulations.
 2. General Contractor shall rope off all roof openings in an OSHA approved manner. Include fluorescent ribbons or flags to accent the ropes.

- E. Barricades, Warning Signs and Lights: Comply with standards and code requirements for erecting structurally adequate barricades. Paint with appropriate colors, graphics, and warning signs to inform personnel and the public of the hazard being protected against. Where appropriate and needed, provide lighting, including flashing red or amber lights.
- F. Security Enclosure and Lockup: Storage: Where materials and equipment must be stored within the areas of construction, and are of value or attractive for theft, each contractor shall provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.
- G. Enclosure Fence: The GC shall provide temporary fence for the construction site. Provide minimum 6' high chain link fence with posts 8' o.c. Provide double swing vehicle access gates and man gates as required. Provide four (4) keys for each lock to the Owner. Increase, decrease and/or modify fence lengths and gate locations/numbers when changes in construction access and/or work areas dictate. Construction fencing shall at no time restrict Owner's emergency response, this includes fire fighters responding to station and fire apparatus and/or other emergency vehicles exiting and returning to the property. Remove fencing upon completion of all exterior activities, building(s) is/are secured, and the Owner authorizes the removal in writing. Restore fence line areas to original or new site finishes including mowing of grass in the areas of the fence line.
- H. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effect might result. Avoid using tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons or firms near the site.

3.05 OPERATION, TERMINATION, AND REMOVAL

- A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.
- B. Maintenance: Maintain facilities in good operating condition until removal. Protect from damage by freezing temperatures and similar elements.
 - 1. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - 2. Protection: Prevent water-filled piping from freezing. Maintain markers for underground lines. Protect from damage during excavation operations.
- C. Termination and Removal: Unless the Owner requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use or a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facility. Repair damaged work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are the property of each Prime Contractor. The Owner reserves the right to take possession of project identification signs.
 - 2. Remove temporary paving not intended for or acceptable for integration into permanent paving. Where the area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil in the area. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant

- materials or lawns. Repair or replace street paving, curbs, and sidewalks at the temporary entrances, as required by the governing authority.
3. At Substantial Completion, clean and renovate permanent facilities used during the construction period including, but not limited to, the following:
 - a. Replace air filters and clean inside of ductwork and housings.
 - b. Replace significantly worn parts and parts subject to unusual operating conditions.
 - c. Replace lamps burned out or noticeably dimmed by hours of use.

3.06 SITE RELATED REQUIREMENTS

- A. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- B. Temporary Erosion and Sedimentation Control: Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to undisturbed areas and to adjacent properties and walkways, according to the SWPPP and SPDES General Permit.
 1. Verify that flows of surface rainwater redirected from construction areas or generated by construction activity do not enter or cross tree- or plant- protection zones.
 2. Inspect, repair, and maintain erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
 3. Clean, repair, and restore adjoining properties and roads affected by erosion and sedimentation from the project site during the course of the project.
 4. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.
- C. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- D. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 1. Materials and facilities that constitute temporary facilities are property of Contractor. Owner reserves right to take possession of Project identification signs.
 2. Remove temporary roads and paved areas not intended for or acceptable for integration into permanent construction. Where area is intended for landscape development, remove soil and aggregate fill that do not comply with requirements for fill or subsoil. Remove materials contaminated with road oil, asphalt and other petrochemical compounds, and other substances that might impair growth of plant materials or lawns. Repair or replace street paving, curbs, and sidewalks at temporary entrances, as required by authorities having jurisdiction.
 3. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period. Comply with final cleaning requirements specified in Division 01 Section "Closeout Procedures."

3.07 MISCELLANEOUS PROVISIONS

- A. Any work performed within any public right-of-way shall be performed in accordance with all regulations of the NYSDOT and other regulatory agency.

- B. Maintain free and unobstructed public access to fire hydrants and other emergency facilities.

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Agreement, including General Conditions, and Division 01 of the Project Manual, apply to work of this Section.
- B. Section 013300 – Submittal Procedures
- C. Section 016000 – Product Requirements

1.02 RESPONSIBILITY

- A. Owner will provide one (1) 4'x8' identification sign on the site.
- B. GC is responsible for the required Traffic Regulatory Signs.

1.03 SUBMITTALS

- A. Submit following pursuant to Section 013300 - Submittal Procedures.
- B. Submit pursuant to Section 016000 – Product Requirements
- C. Shop Drawings:
 - 1. Show elevations, sections, details, and other views necessary to describe methods and materials of construction.
 - 2. Show graphics, text, letter sizes and styles, materials, colors, logos, renderings, and other elements of each sign.

1.04 QUALITY ASSURANCE

- A. Provide by persons experienced and qualified to execute artwork in a manner equal to that of a sign fabricated of manufactured letters and graphics.
- B. Temporary signage shall not interfere with Owner's operations or message signs.

PART 2 PRODUCTS

2.01 PROJECT IDENTIFICATION SIGN BY CM

- A. The only free standing sign permitted on the site will be by the Owner.
- B. Sign face size: 4 ft high by 8 ft wide with 2 legs.
 - 1. Bottom of sign 3' – 5' above grade.
 - 2. Quantity: one (1).

2.02 TRAFFIC REGULATORY SIGNS

- A. Provide standard signs where required to properly control vehicle and pedestrian traffic.
- B. Selection of materials is Contractor's option.
 - 1. Must conform to all applicable codes and standards.
- C. Any Work on or near town or state roads.
 - 1. Signage as required by NYSDOT, Putnam County or local agency.

2.03 PAINT

- A. Primer: Specifically formulated for surface to be painted and finish coats to be applied.
- B. Finish Coats: Exterior formulation, high gloss enamel in sufficient coats to provide complete hiding of surface, and to provide good appearance and weather protection for duration of use.

PART 3 EXECUTION

3.01 INSTALLATION TIME

- A. Traffic Control Signs: Install as need arises and according to NYSDOT, Putnam County or agency requirements.

3.02 LOCATIONS

- A. Traffic Control Signs: Install as required to suit traffic circulation and construction activities and as per NYSDOT, Putnam County or local agencies.

3.03 ERECTION

- A. Erect and maintain square, plumb and level.
- B. Adequately anchor and brace.

3.04 REFINISHING

- A. Refinish as required to maintain good appearance and weather protection.
- B. Repaint weathered, faded or chipped signs.

3.05 REMOVAL

- A. Remove and discard signs (unless requested by the Owner) just prior to Date of Substantial Completion, or as directed by CM.

END OF SECTION

PART 1 GENERAL

1.01 SUMMARY

- A. This section includes the following administrative and procedural requirements: selection of products for use in the Project; product delivery, storage, and handling; manufacturers' standard warranties on products; special warranties; product substitutions; and comparable products. All substitutions will be reviewed by the Architect after bids have been received.
- B. Product Option Constraints
 - 1. Products Specified by Standards or by Description Only: Any product meeting those standards. (equal)
 - 2. Products Specified by Naming One or More Manufacturer(s) with a Provision for Substitutions: Submit a request for substitution for any manufacturer(s) not specifically named. (equivalent)
 - 3. Products Specified by Naming Several Manufacturers: Products of named manufacturers meeting Specification; no options; no substitutions allowed (as specified)
 - 4. Products Specified by Naming Only One Manufacturer: No options and/or no substitutions allowed. (Indicates a specialty item or specific design criteria.) (as specified)

1.02 DEFINITIONS

- A. Products: Items purchased 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 manufacturers' 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, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Products: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, 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.
- B. Substitutions: Change in kinds, types, brands, and/or manufacturers or materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor are considered to be requests for substitutions.
- C. Any request submitted subsequent to limitation on substitutions will be considered only in case of product unavailability or other conditions beyond the control of the Contractor or within the discretion of the Architect as Owner's Agent. Substantiate each request with written acknowledgment of condition from amending party. Order all products in a timely manner to allow for fabrication and shipment, as untimely ordering is not a consideration for substitution acceptance.
- D. Substitutions will not be considered when indicated on Shop Drawings or Product Data Submittals when requested directly by Subcontractor or supplier or when acceptance will require substantial revision of Contract Documents.

- E. **Do not order or install substitute products without written acceptance by the Architect.**
- F. Only one request for substitution for each product will be considered. If substitution is not accepted, provide specified product.
- G. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design", 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 other named manufacturers.
- H. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a product and specifically endorsed by manufacturer to Owner.
- I. Special Warranty: Written warranty required by or incorporated into the Contract Documents to extend time limit provided, either by manufacturer's warranty or to provide more rights for the Owner.

1.03 SUBMITTALS

- A. Submittals shall comply with the requirements of the Construction Contract Clauses, Division 01, Section 013300 – Submittal Procedures and the individual sections specifying the Work.
- B. Substitution Requests: Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
 - 1. Submit three (3) copies of each request for substitution or submit electronically.
 - 2. Identify the product or the fabrication or installation method to be replaced in each request. Include related specification section and drawing numbers.
 - 3. Provide complete documentation including but not limited to the following information, as appropriate:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by others that will be necessary to accommodate the proposed substitution.
 - c. A detailed comparison of the significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include performance, weight, size, durability and visual effect.
 - d. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - e. Product data and drawings, including descriptions of products and fabrication and installation procedures.
 - f. Samples, where applicable or requested.
 - g. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract time. If specified product or method of construction cannot be provided within Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - h. Cost information, including a proposal of the net change, if any, in the Contract price.
 - i. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owner.
 - j. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.

- k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 - m. Compare maintenance requirements.
 - n. Compare spatial requirements.
 - o. Compare mechanical and electrical services or other systems if product is dependent thereon.
 - p. Compare relationship with adjacent products or Work.
 - q. Compare warranties.
 - r. When a specific kind, type, brand, color, and/or manufacturer is specified, any substitution must match the specified product in color, texture, aesthetics or any other design quality.
4. Action: If necessary, Architect will request additional information or documentation for evaluation within 14 days of receipt of a request for substitution. Contractor will have acceptance or rejection of proposed substitution within 20 workdays of receipt of request, or 10 workdays of receipt of additional information of documentation, whichever is later.
- a. Form of Acceptance: Written form by Architect.
 - b. Use product specified if Architect cannot make a decision on use of a proposed substitution within time allocated.

1.04 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source. Equipment of the same function shall be manufactured by the same entity, unless otherwise indicated.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two (2) or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
- C. Labels and Nameplates: Except for required labels and operating data, do not attach or imprint manufacturers or producer's nameplates or trademarks on surfaces of products that will be exposed to view in occupied spaces or on the exterior.
 - 1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.
 - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate nameplate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information:
 - a. Name of product manufacturer
 - b. Model and serial numbers
 - c. Operating data such as capacity, speed and ratings
 - 3. Protection: Labels and nameplates shall be protected from defacement and other damage during the remainder of the Work.

1.05 CONTRACTOR REPRESENTATION

- A. Request for substitution constitutes a representation that Contractor has investigated proposed product and has determined that it is equal to or superior in all respects to specified product.
- B. Contractor will provide same or better warranty for substitution as for specified product.

- C. Contractor will coordinate installation of accepted substitute making such changes as may be required for Work to be complete in all respects.
- D. Contractor certifies that cost data presented is complete and includes all related cost under this Contract.
- E. Contractor waives claims for additional cost related to substitution that may be required or later become apparent.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver, store and handle products using means and methods that will prevent damage, deterioration and loss, including theft. Comply with manufacturers written instructions.
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. 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.
 - 3. 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 installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
 - 5. Store products to allow for inspection and measurement of quantity or counting of units.
 - 6. Store materials in a manner that will not endanger Project structure.
 - 7. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation and weather-protection requirements for storage.
 - 9. Protect stored products from damage.
- B. Storage: Owner shall coordinate arrival, schedule and location with the Contractor for Owner's storage requirements in the building or on the site.

1.06 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
 - 1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
 - 2. Specified Form: Forms are included with the Specifications. Prepare a written document using appropriate form properly executed.
 - 3. Refer to Division 02 through 41 Sections for specific content requirements and particular requirements for submitting special warranties.

PART 2 PRODUCTS

2.01 PRODUCT COMPLIANCE REQUIREMENTS

- A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged, and unless otherwise indicated, that are new at time of installation.
1. Provide products complete with accessories, trim, finish, fasteners and other items needed for a complete installation and indicated use and effect.
 2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
 3. Where products are accompanied by the term “as selected”, Architect will make selection.
 4. Where products are accompanied by the term “match sample”, sample to be matched is Architect’s and/or Owner.
- B. Product Selection Procedures: The Contract Documents, including the Construction Contract Clauses, govern product selection. Requirements for product selection include the following:
1. Where the Specification lists manufacturers’ names or product designations, the Contractor may provide any product that complies with the requirements, subject to the following conditions:
 - a. Manufacturers: Where a Specification paragraph or subparagraph titled “Manufacturers” lists manufacturers’ names, provide a compliant product by one of the manufacturers named, or request a Substitution of another compliant product by another manufacturer.
 - b. Available Manufacturers: Where a Specification paragraph or subparagraph titled “Available Manufacturers” lists manufacturers’ names, provide a compliant product by one of the manufacturers named or by another manufacturer.
 - c. Products: Where a Specification paragraph or subparagraph titled “Products” lists product designations, provide one of the products designated, or request a Substitution of another compliant product.
 - d. Available Products: Where a Specification paragraph or subparagraph titled “Available Products” lists product designations, provide one of the products designated, or request a Substitution of another compliant product.
 - e. Basis of Design: Where a Specification paragraph or subparagraph titled “Basis of Design” includes a product designation, provide the product designated, or equivalent product by another manufacturer.
 2. Descriptive Requirements: Where Specifications describe a product or assembly, listing exact characteristics required, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.
 3. Performance Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated. Manufacturer’s recommendations may be contained in published product literature or by the manufacturer’s certification of performance.
 4. Prescriptive Requirements: Where Specifications require products that are produced using specified ingredients and components, including specific requirements for mixing, fabricating, curing, finishing, testing and similar operations in the manufacturing process, provide products produced in accordance with the prescriptive requirements that otherwise comply with Contract requirements.
 5. Codes, Standards and Regulations: Where Specifications require compliance with an imposed code, standard or regulation, select a product that complies with the codes, standards or regulations specified.
 6. Visual Matching: Where Specifications require matching an established Sample, the Architect’s decision will be final on whether a proposed product matches satisfactorily. Where no product available within the specified category matches

satisfactorily and complies with other specified requirements, comply with provisions concerning “substitutions” for selections of a matching product in another product category.

7. Visual Selection: Where specified product requirements include the phrase “as selected from manufacturer’s standard colors, patterns, textures” or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Architect will select the color, pattern and texture from the manufacturer’s product line.

2.02 PRODUCT SUBSTITUTIONS

- A. Timing: Architect will consider requests for substitution if received within sixty (60) days after Notice to Proceed. Requests received after that time may be considered or rejected at discretion of Architect.
- B. Conditions: Architect will consider Contractor’s request for substitution when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:
 1. Requested substitution offers Owner a substantial advantage in cost, time, energy conservation, or other considerations, after deducting additional responsibilities Owner must assume. Owner’s additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner, and similar considerations.
 2. Requested substitution does not require extensive revisions to the Contract Documents.
 3. Requested substitution is consistent with the Contract Documents and will produce indicated results.
 4. The request is timely, fully documented, and properly submitted.
 5. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.
 6. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that, the substitution will overcome the incompatibility.
 7. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
 8. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.
 9. Requested substitution has received necessary approvals of authorities having jurisdiction.
 10. If requested substitution involves more than one contractor, requested substitution has been coordinated with other portions of the Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

2.03 COMPARABLE PRODUCTS

- A. Where products or manufacturers are specified by name, submit the following, in addition to other required submittals, to obtain approval of an unnamed product:
 1. Evidence that the proposed product does not require extensive 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, and specific features and requirements indicated.

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 for architects and owners, if requested.
5. Samples, if requested.

PART 3 EXECUTION

3.01 INSTALLATION OF PRODUCTS

- A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.
 1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION

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PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Agreement, including General Conditions and Division 01 Specification Sections, apply to Work of this Section.

1.02 SUMMARY

- A. This Section defines how to locate volatile organic compound (VOC) content limits for the adhesives, paints, coatings and other materials and products used in the project.
 - 1. Chemical components of certain materials and products may also be categorized and limited.

1.03 RELATED SECTIONS

- A. Specifications in Divisions 02 through 49 with any material or product or chemical component defined by the VOC limitations.

1.04 VOC REQUIREMENTS

- A. Standards regulated by NYS Department of Environmental Conservation (DEC).
- B. DEC part 205: Architectural and Industrial Maintenance (AIM) coatings.
 - 1. Sections 205.1 through 205.8.
 - 2. May be accessed: www.dec.ny.gov/regs
 - 3. DEC, Regulations, Chapter 111-AIR Resources, Part 205
- C. All Prime Contractors are subject to the regulations and shall adhere to DEC requirements.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION (NOT USED)

END OF SECTION

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PART 1 GENERAL

1.01 RELATED SECTIONS

- A. Drawings and general provisions of the Agreement, including General Conditions, and Division 01 of the Project Manual, apply to work of this Section.

1.02 QUALITY ASSURANCE

- A. The Contractor shall retain a Licensed or Registered Land Surveyor licensed or registered in the state in which the Work is located to execute staking, grading or such services requiring a surveyor.
- B. Execute services by a Surveyor with Architect's approval and coordination.

1.03 BENCHMARKS

- A. Use existing horizontal and vertical control points. No additional are required.
- B. Replace damaged or misaligned benchmarks erected for this project.
- C. Relocate, at direction of Architect any benchmarks erected for this project lost or requiring relocation as a result of construction progress.

1.04 FIELD LAYOUT REQUIREMENTS

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the existing benchmarks and physical adjacent building locations. If discrepancies are discovered, notify Engineer/ Landscape Architect promptly.
- B. General: Engage a New York State licensed land surveyor to lay out the Work using accepted surveying practices.
 - 1. Establish benchmarks and control points to set lines and levels as needed to locate each element of Project.
 - 2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
 - 3. Inform installers of lines and levels to which they must comply.
 - 4. Check the location, level and plumb, of every major element as the Work progresses.
 - 5. Notify Architect and Engineer when deviations from required lines and levels exceed allowable tolerances.
 - 6. Close site surveys with an error of closure equal to or less than the standard established by industry standards.
- C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and rim and invert elevations.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer/Architect and Owner.

1.05 FIELD ENGINEERING

- A. Reference Points: Locate existing benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect benchmarks and control points during construction operations.
 - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer/Architect. Report lost or destroyed permanent benchmarks or control points promptly. Report the need to relocate permanent benchmarks or control points to Engineer/ Architect before proceeding.
 - 2. Replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Certified Survey: On completion of major site improvements, and other work requiring field-surveying services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.

1.06 FINAL SURVEY

- A. The Contractor shall retain a licensed or registered land surveyor, licensed or registered in New York, to prepare a final survey at Substantial Completion.
 - 1. The survey shall locate the building, property lines, all easements, encroachments, paving, drives, walks and exterior appurtenances including drainage structures, grates, ponds, swales, ditches, etc. exposed to sight.
 - 2. The survey shall conform to the requirements of the Town, County and/or authority having jurisdiction.
 - 3. Survey shall be submitted to the Architect: include four (4) prints 24"x36" with original seal and signature and one electronic disk in PDF format.

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Agreement, including General Conditions and Division 01 Specification Sections, apply to Work of this Section.

1.02 SUMMARY

- A. This Section includes procedural requirements for cutting and patching.
- B. Related Sections include the following:
 - 1. Division 02 Section “Selective Site Demolition” for demolition of selected portions of the site.
 - 2. Division 02 Section “Selective Structure Demolition” for demolition of selected portions of the structure.

1.03 DEFINITIONS

- A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.
- B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.04 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures at least 15 days before the time cutting and patching will be performed, requesting approval to proceed. Include the following information:
 - 1. Extent: Describe cutting and patching, show how they will be performed, and indicate why they cannot be avoided.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building's appearance and other significant visual elements.
 - 3. Products: List products to be used and firms or entities that will perform the Work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utility Services and Mechanical/Electrical Systems: List services/systems that cutting and patching procedures will disturb or affect. List services/systems that will be relocated and those that will be temporarily out of service. Indicate how long services/systems will be disrupted.
 - 6. Structural Elements: Where cutting and patching involve adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with original structure.
- B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.
- C. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that result in increased maintenance or decreased operational life or safety.
 - 1. Primary operational systems and equipment.
 - 2. Air or smoke barriers.
 - 3. Fire-Suppression systems.
 - 4. Mechanical systems piping and ducts.
 - 5. Control Systems.
 - 6. Communication systems.

7. Conveying systems.
 8. Electrical wiring systems.
 9. Operating systems of special construction in Division 13 Sections.
- D. Miscellaneous Elements: Do not cut and patch miscellaneous elements or related components in a manner that could change their load-carrying capacity that results in reducing their capacity to perform as intended, or that result in increased maintenance or decreased operational life or safety.
- E. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace at no additional cost to the project construction that has been cut and patched in a visually unsatisfactory manner.
- F. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

1.05 WARRANTY

- A. 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 any new or existing warranties.

PART 2 PRODUCTS

2.01 MATERIALS

- A. General: Comply with requirements specified in other sections.
- B. In-Place Materials: Use materials identical to in-place materials. For exposed surfaces, use materials that visually match in-place adjacent surfaces to the fullest extent possible.
1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of in-place materials.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.
1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.
 2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.02 PREPARATION

- A. Temporary Support: Provide temporary support of Work to be cut.
- B. Protection: Protect in-place construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

- C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Existing Utility Services and Mechanical/Electrical Systems: Where existing services/systems are required to be removed, relocated, or abandoned, bypass such services/systems before cutting to minimize interruption to occupied areas.

3.03 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 in-place construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.
- B. Cutting: Cut in-place construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original installer's written recommendations.
 - 1. In general, use hand or small power tools designed for sawing and 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. Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
 - 3. Concrete Masonry: Cut using a cutting machine, such as an abrasive saw or diamond-core drill.
 - 4. Excavating and Backfilling: Comply with requirements in applicable Division 31 Sections where required by cutting and patching operations.
 - 5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
 - 6. Proceed with patching after construction operations requiring cutting are complete.
- C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections.
 - 1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
 - 2. Exposed Finishes: 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. Clean piping, conduit, and similar features before applying paint or other finishing materials.
 - b. Restore damaged pipe covering to its original condition.
 - 3. Floors and Walls: Where walls or partitions that are removed 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 in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
 - a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
 - 4. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide an even-plane surface of uniform appearance.

- 5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weather tight condition.
- D. Cleaning: Clean area and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

END OF SECTION

PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Agreement, including General Conditions and Division 01 Specification Sections, apply to Work of this Section.

1.02 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging non-hazardous demolition and construction waste.
 - 2. Recycling non-hazardous demolition and construction waste.
 - 3. Disposing of non-hazardous demolition and construction waste.
- B. Related Sections include the following:
 - 1. Division 01 Section "Temporary Facilities and Controls" for environmental-protection measures during construction, and location of waste containers at Project site.

1.03 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.04 SUBMITTALS

- A. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- B. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.05 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Architect. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
 - 1. Comply with Division 01 Section "Temporary Facilities and Controls" for operation, termination, and removal requirements.
- B. Waste Management Coordinator: The Construction Manager shall serve as waste management coordinator, responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
 - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
 - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
 - 2. Comply with Division 01 Section "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection and noise control.

3.02 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials to make items functional for use indicated.
- B. Salvaged Items for Sale and Donation: Not permitted on Project site.
- C. Salvaged Items for Owner's Use:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area off-site.
 - 5. Protect items from damage during transport and storage.

3.03 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall accrue to CM.
- C. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
 - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
 - 4. Store components off the ground and protect from weather.
 - 5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.04 RECYCLING DEMOLITION WASTE

- A. Metals: Separate metals by type.

3.05 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.

END OF SECTION

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PART 1 GENERAL

1.01 SUMMARY

- A. Drawings and general provisions of the Agreement, including General Conditions, and Division 01 of the Project Manual, apply to work of this Section.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 EXECUTION

3.01 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Coordinate progress cleaning for joint-use areas where more than one installer has worked.
- B. Site: Maintain Project site free of waste materials and debris.
- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
 - 2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.
- F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- G. Waste Disposal: Do not bury or burn waste materials on-site. Do not wash waste materials down sewers or into waterways.
- H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.02 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. The Contractor shall complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - c. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Remove snow and ice to provide safe access to building.
 - d. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - e. Sweep concrete floors broom clean in unoccupied spaces.
 - f. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - g. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - h. Wipe surfaces of plumbing, mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint, and mortar droppings, and other foreign substances.
 - i. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
 - j. Touch-up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - k. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - l. Clean roof areas of debris and foreign matter.
 - m. Remove temporary protection and labels not otherwise required to remain.
 - n. Seal and polish wood flooring.
 - o. Clean and polish wood flooring pursuant to manufacturer's published instructions.
 - p. Clean food service equipment.
 - q. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.

- r. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers and grills.
 - s. Clean exposed fan blades.
 - t. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - u. Wipe surfaces of sprinkler riser, pipes and equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - v. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
- D. In the event that the Contractor, subcontractors, suppliers, etc., create excessive debris, damage, or any other items that require repair after the final cleaning, then the Architect shall determine such damage and assess back charges accordingly. Architect's decision is final.

3.02 MISCELLANEOUS REQUIREMENTS

- A. Transfer keys and logs to the Architect who will review and then deliver to the Owner.
- B. All contractors shall install new filters, strainers etc. on any equipment that was used during Construction.
 - 1. Contractor may clean certain filters and/or strainers with prior written approval from the Architect.

END OF SECTION

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PART 1 GENERAL

1.01 SUMMARY

- A. Drawings and general provisions of the Agreement, including General Conditions, and Division 01 of the Project Manual, apply to work of this Section.
- B. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures
 - 2. Project Record Documents
 - 3. Operation and maintenance manuals
 - 4. Warranties
 - 5. Instruction of Owner's personnel
 - 6. Final cleaning
- C. Related Sections include the following:
 - 1. Section 017423 – Cleaning
 - 2. Section 017900 – Demonstration and Training

1.02 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting Architect to determine date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
 - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - b. If 100 percent completion cannot be shown, prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.
 - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 11. Advise Owner of changeover in heat and other utilities.
 - 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 - 13. Complete final cleaning requirements, including touchup painting. See Section 017423 – Cleaning.
 - 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Observation: Submit a written request for site visit for Substantial Completion. On receipt of request, Architect will either proceed with site visit or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after site visit or will notify Contractor of items, either on Contractor's list or additional items identified by Architect that must be completed or corrected before certificate will be issued.
1. Revisit: Request second site visit when the Work identified in first site visit as incomplete is completed or corrected.
 2. Results of completed observation will form the basis of requirements for Final Completion.
 3. The Architect will charge the Owner for this second visit. The Owner at its sole discretion may backcharge the Contractor for the Architect's time and material and reimbursable expenses. The amount of this change order is non-negotiable.
- C. Comply with the requirement of the General Conditions to the Contract.

1.03 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final site visit for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Section 012900 – Payment Procedures.
 - a. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 2. Submit certified copy of Architect's Substantial Completion observation list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the Work.
 5. Submit consent of surety to final payment.
 6. Submit pest-control final inspection report and warranty.
 7. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videos.
- B. Submit a written request for final observation for acceptance. On receipt of request, Architect will either proceed with site visit or notify Contractor of unfulfilled requirements. Architect will prepare final Certificate for Payment after site visit or will notify Contractor of construction that must be complete or corrected before certificate will be issued.
1. Revisit: Request second site visit when the Work identified in first site visit as incomplete is completed or corrected.
 2. The Architect will charge the Owner for this second visit. The Owner at its sole discretion may backcharge the Contractor for the Architect's time and material and reimbursable expenses. The amount of this change order is non-negotiable.

1.04 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit an electronic version or three (3) copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, area disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project Name

- b. Date
 - c. Name of Architect
 - d. Name of Contractor
 - e. Page Number
- a. Each Prime Contractor shall prepare a detailed punch list of the interior and exterior of the entire project.
- i. The Architect will review and comment on the Contractor's list.
 - ii. If the Architect finds Contractor's punch list to be lacking or incomplete, Contractor shall re-issue a more thorough list.
 - iii. If Contractor's list still remains incomplete after reissue, Architect will perform punch list.
- a. Contractor will be back charged through change order for all Architect's time, materials and reimbursable expenses. The amount of this change order is non-negotiable.

1.05 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.
- B. Record Drawings: Maintain and submit on set of blue- or black-line white prints of Contract Drawings and Shop Drawings. Also include one disk.
- 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity that obtained record data, such as Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Record Drawings.
 - 2. Mark record sets with erasable, red-colored pencil or indelible red ink. Use other colors to distinguish between changes for different categories of the Work at the same location.
 - 3. Mark important additional information that was either shown schematically or omitted from the original Drawings.
 - 4. Note Construction Change Directive numbers, Change Order numbers alternate numbers and similar identification where applicable.
 - 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications. Mark copy to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications. Also include one disk.
- 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Note related Change Orders, Record Drawings, and Product Data, where applicable.

- D. Record Product Data: Submit one copy of each Product Data submittal. Mark one set to indicate the actual product installation where installation varies substantially from that indicated in Product Data.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Include related Change Orders, Record Drawings, and Record Specifications, Addenda, Modifications, Approved product data, Approved Shop Drawings, Field test and inspection reports, Manufacturer's published instructions, Field record surveys, MSDS sheets, where applicable.
- E. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall communicate with the Architect to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.
- F. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.06 OPERATING AND MAINTENANCE MANUALS

- A. Provide written data describing care, operation, and maintenance of following:
 - 1. Finishes and materials.
 - 2. Roofing and waterproofing systems.
 - 3. Mechanical systems and equipment.
 - 4. Electrical systems and equipment.
 - 5. Building automation systems.
 - 6. Fire suppression and supervisory systems.
 - 7. Security and alarm systems.
 - 8. All pedestrian doors, overhead doors and fire shutter(s).
 - 9. Finish floor products.
 - 10. MSDS sheets on any product.
 - 11. See individual technical sections for further information requirements.
- B. Preliminary Submittal: submit one (1) copies of each manual to the Architect after review. Allow ten (10) days for Architect's review and comment. Time is exclusive of all time for delivery. Execute required changes and modifications.
- C. Assemble a complete set of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Include operation and maintenance data required in individual Specification Sections and as follows:
 - 1. Operation Data:
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal and weekend operations.
 - d. Descriptions of controls and sequence of operations.
 - e. Piping diagrams.
 - 2. Maintenance Data:
 - a. Manufacturer's information, including list of spare parts.
 - b. Name, address and telephone number of Installer or supplier.
 - c. Maintenance procedures.

- d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Maintenance record forms.
 - f. Sources of spare parts and maintenance materials.
 - g. Copies of maintenance service agreements.
 - h. Copies of warranties and bonds.
 - i. Wiring diagrams.
 - j. Fixture lamping schedule.
- D. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3 ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL", Project name, and subject matter of contents.
- E. Maintenance Manual Table of Contents:
- 1. This list shall include, but not limited to, the following:
 - a) Project title and description; names of Contractor's responsible officers or managers, addresses, and telephone numbers.
 - b) Names of each subcontractor's, sub-subcontractor's, and supplier's responsible officer's or manager's, addresses, telephone numbers, and the products and systems provided
 - 2. Product data: provide information applicable to the Work. Delete information not relevant - Specific Sections:
 - a) General
 - (1) Include specific reference to all tags and labels
 - b) HVAC
 - (1) Include specific reference to all tags and labels
 - c) Plumbing
 - (1) Include specific reference to all tags and labels
 - d) Electrical
 - (1) Include specific reference to all labels
 - e) Approved Shop Drawings
 - f) Approved Product Data
 - g) Manufacturer's published instructions
 - h) Drawings as built
 - i) Field record survey
 - j) Alarm Systems
 - (1) Include specific reference to all labels
 - k) Security
 - (1) Include specific reference to all labels
 - l) Sprinkler
 - (1) Include specific reference to all tags and labels
 - m) MSDS sheets
 - n) Lists of spare parts
 - o) Field test and inspection reports
 - p) Others as necessary
 - 3. Drawings: provide equipment and system diagrams illustrating specific interrelationships with and within the Work. Do not use Project Record Documents as maintenance Drawings.
 - 4. Finishes and materials:
 - a) Provide manufacturer's published instructions for cleaning and maintenance.
 - b) Provide inspection and maintenance schedules.
 - c) Provide lists of chemicals adverse to finish or material.
 - 5. Equipment and systems:
 - a) Provide description of units and system. Describe normal operating characteristics and functional limits.

- b) Provide descriptions and sources of replacement parts.
- c) Provide color-coded diagrams as installed.
- d) Provide manufacturer's published instructions for operating and maintenance.
- e) Provide inspection and maintenance schedules.
- f) Provide schedules and Drawings indicating component locations and cross references to field identification.

1.07 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
 - 1. Warranties will only begin if the item, system, etc. is in good Working order and has been accepted by the Owner.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are complete and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ x 11 paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES", Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 EXECUTION

3.01 DEMONSTRATION AND TRAINING

- A. See Section 017900.
- B. Project Record Drawings
 - 1. Upon completion of the Work, and review of the record drawings by the Architect, prepare two final sets of record drawings and submit to Architect. Include one disk of the record drawings.
 - 2. The cost of furnishing above prints and preparing these record drawings shall be included in the Contract price.

3.02 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - 2. Clean Project site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter and other foreign substances.
 - 3. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - 4. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - 5. Remove tools, construction equipment, machinery, and surplus material for Project Site.
 - 6. Leave Project clean and ready for occupancy.
 - 7. Remove snow and ice to provide safe access to building.
 - 8. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - 9. Sweep concrete floors broom clean in unoccupied spaces.
 - 10. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - 11. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - 12. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint, and mortar droppings, and other foreign substances.
 - 13. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances.
 - 14. Touch-up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - 15. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - 16. Clean roof areas of debris and foreign matter.
 - 17. Remove temporary protection and labels not otherwise required to remain.
 - 21. Wipe surfaces of plumbing equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - 22. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - 23. Replace disposable air filters and lean permanent air filters. Clean exposed surfaces of diffusers, registers and grills.
 - 24. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.

- 25. Wipe surfaces of electrical equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- 26. Wipe surfaces of sprinkler riser, pipes and equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.
- D. In the event that the Contractor, subcontractors, suppliers, etc., create excessive debris, damage, or any other items that require repair after the final cleaning, then the Architect shall determine such damage and assess back charges accordingly. Architect's decision is final.

3.03 TAGS AND LABELS

- A. Provide and install brass valve tags on all plumbing, gas, HVAC, and sprinkler systems, valves, handles, gates, dampers etc. Refer to specific sections for additional requirements.
 - 1. Project Operating and Maintenance Data Manual shall have a section that lists and identifies all tags.
- B. Provide legible, machine printed, indelible labels for all electrical boxes, breakers, mains, switches, etc.
- C. Provide legible, machine printed, indelible labels for all security, alarm, communications or similar systems.

3.04 START-UP REPORT

- A. Contractor must submit a completed mechanical system start-up report.
 - 1. Report must be signed and witnessed by an authorized representative of the manufacturer.
 - 2. Start-up includes but is not limited to: all HVAC units, boiler(s) and any other type of heating or cooling unit or system.

3.05 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Provide spare parts, maintenance materials, tools, and other items as required by each Section.
- B. Retain in original shipping containers except when removal is necessary for inspection or verification.
- C. Maintain labels legible and intact. Maintain manufacturer's published information with respective item.
- D. Handle and store in the same manner as required for that which is installed in the Work.
- E. Recipient: Shall be delivered to the Owner. Storage area will be designated by the Owner.

3.06 MISCELLANEOUS REQUIREMENTS

- A. Transfer keys to the Owner who will review and then deliver to the Owner.
- B. Provide generator(s) with full tank of fuel at date of Substantial Completion.

- C. Contractor shall install new filter, strainers etc. on any equipment that was used during Construction.
 - 1. Contractor may clean certain filters and/or strainers with prior written approval from the Architect.
- D. Contractor shall replace any floor drain/sink grate and/or cleanout cover that is stained or does not appear to be in a “brand new” condition.

3.07 CONTRACT CLOSE OUT FORMS AND INSTRUCTIONS

- A. AIA Document G704 – Certification of Substantial Completion (Issued by Architect)
 - 1. The G704 must be signed and dated by an authorized representative of the Contractor.
 - 2. Three signed originals must be submitted to the Architect.
- B. AIA Document G706 – Contractor’s Affidavit of Payment of Debts and Claims (Document Included at the end of this Section).
- C. AIA Document G706A – Affidavit and Waiver of Lien (Document Included at the end of this Section)
 - 1. Fill in all blanks of the form completely.
 - 2. The G706A must be signed and dated by Contractor’s authorized representative and notarized.
 - 3. Three signed and notarized originals must be submitted to the Architect.
- D. AIA Document G707 – Consent of Surety to Final Payment (Document Included at the end of this Section)
 - 1. Fill in all blanks of the form completely.
 - 2. The G707 must be signed and dated by the Surety’s authorized representative and notarized.
 - 3. Three signed and notarized originals must be submitted to the Architect.
- E. AIA Document G702 – Application and Certificate for Payment
 - 1. Submit four (4) originals of the final G702, signed by Contractor’s authorized representative and notarized.
 - 2. Include with each copy of the final G702 a Release of Lien from each Subcontractor.
- F. Final Release and Waiver of Lien (Document Included at the end of this Section)

FORM 01 77 00 CCK

AIR LEAKAGE, COMPONENT CERTIFICATION AND VAPOR RETARDER REQUIREMENTS

Check the boxes for work completed:

<input type="checkbox"/>	All joints and penetrations are caulked, gasketed or covered with a moisture vapor-permeable wrapping material installed in accordance with the manufacturer's installation instructions.
<input type="checkbox"/>	Windows, doors and skylights certified as meeting leakage requirements.
<input type="checkbox"/>	Component R-Values and U-factors labeled as certified.
<input type="checkbox"/>	Insulation installed according to manufacturer's instructions, in substantial contact with the surface being insulated, and in a manner that achieves the rated R-value without compressing the insulation.
<input type="checkbox"/>	Overhead doors are completely weather sealed.
<input type="checkbox"/>	Outdoor air intake and exhaust openings in the building envelope are equipped with motorized dampers.
<input type="checkbox"/>	Recessed lighting fixtures installed in the building envelope are Type IC rated as meeting ASTM E283, are sealed with gasket or caulk.
<input type="checkbox"/>	The vapor retarder is continuous on the warm side of the entire building envelope, is properly sealed, and undamaged. (Detailed photographic proof required.)
<input type="checkbox"/>	All weatherstripping is unbroken, without gaps and snug to joined surfaces.

General Contractor_____
Date**END OF SECTION**

DRAFT AIA® Document G706™ – 1994

Contractor's Affidavit of Payment of Debts and Claims

PROJECT: *(Name and address)*

Carmel Fire Departmen
Addition/Renovation
Carmel Fire Department, Inc.
94 Gleneida Avenue
Carmel, NY 10512

ARCHITECT'S PROJECT NUMBER:**CONTRACT FOR:** General ConstructionOWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐SURETY: ☐OTHER: ☐**TO OWNER:** *(Name and address)*

Carmel Fire Department, Inc
94 Gleneida Avenue
Carmel, NY 10512

CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that, except as listed below, payment has been made in full and all obligations have otherwise been satisfied for all materials and equipment furnished, for all work, labor, and services performed, and for all known indebtedness and claims against the Contractor for damages arising in any manner in connection with the performance of the Contract referenced above for which the Owner or Owner's property might in any way be held responsible or encumbered.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Consent of Surety to Final Payment. Whenever Surety is involved, Consent of Surety is required. AIA Document G707, Consent of Surety, may be used for this purpose

Indicate Attachment ☐ Yes ☒ No

CONTRACTOR: *(Name and address)***BY:***(Signature of authorized representative)**(Printed name and title)*

The following supporting documents should be attached hereto if required by the Owner:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.
3. Contractor's Affidavit of Release of Liens (AIA Document G706A).

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

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DRAFT AIA® Document G706A™ - 1994

Contractor's Affidavit of Release of Liens

PROJECT: *(Name and address)*

Carmel Fire Department
Addition/Renovation
Carmel Fire Department, Inc.
94 Gleneida Avenue
Carmel, NY 10512

ARCHITECT'S PROJECT NUMBER:

CONTRACT FOR: General
Construction

OWNER: ☐ARCHITECT: ☐CONTRACTOR: ☐SURETY: ☐OTHER: ☐**TO OWNER:** *(Name and address)*

Carmel Fire Department, Inc
94 Gleneida Avenue
Carmel, NY 10512

CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:**SUPPORTING DOCUMENTS ATTACHED HERETO:**

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR: *(Name and address)*

BY:

*(Signature of authorized
representative)*

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:

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FINAL RELEASE AND WAIVER OF LIEN

PROJECT: Carmel Fire Department Inc. – Addition/Renovation
OWNER: Carmel Fire Department Inc.
ARCHITECT: H2M architects + engineers
 3 Lear Jet Lane, Suite 205
 Latham, NY 12110
 Ph: (518) 765-5105; Fax: (518) 765-5107

CONTRACTOR: _____

SUPPLIER: _____

FINAL ADJUSTED CONTRACT AMOUNT: _____

The UNDERSIGNED has received in full, payment totaling \$_____ for all work, labor, materials, equipment and services in connection with the project named above and in accordance with a contract entered into by and between the Owner_____ and Contractor_____ on the date of _____.

The UNDERSIGNED hereby releases and discharges the Owner and Architect listed above from any and all claims, liability, actions, suits and/or demands of every kind and character, including but not limited to claims for labor and/or materials and/or equipment and/or additional work and/or delays under the aforesaid contract in any way growing out of or connected with said contract. The undersigned does hereby covenant and agree not to claim or file a mechanic's lien or any other lien against the contract and/or premises for materials furnished or labor performed in connection with such a project. This document specifically relates to any and all causes of action in law or in equity against the Owner or Architect to the Contract and the Project.

The UNDERSIGNED further warrants that

- 1) All subcontractors employed by the undersigned upon this project have been fully paid to this date hereof;
- 2) All workmen employed by it or its subcontractors upon this project have been fully paid to this date hereof;
- 3) All materialmen from whom the undersigned or its subcontractors have purchased materials used in this project have been paid for the materials delivered on or prior to this date;
- 4) None of such workmen and/or materialmen have any claim or demand or right of lien, and;
- 5) He/She is an authorized officer with full power to execute this Final Release and Waiver of Lien.

(a) IN WITNESS WHEREOF, the undersigned has caused this receipt, release and waiver of lien to be signed this _____ day of _____, 20__.

 (Individual or partner)

-OR-

(b) IN WITNESS WHEREOF, the undersigned has caused its corporate seal to be hereunto affixed and this receipt, release and waiver of lien to be signed by its duly authorized officer this _____ day of _____, 20__.

 (Name of Corporation)

By: _____

(Signature)

Title: _____

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PART 1 GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of the Agreement, including General Conditions, and Division 01 of the Project Manual, apply to work of this Section.

1.02 SUMMARY

- A. Section includes administrative and procedural requirements for instruction Owner's personnel, including the following:
 - 1. Instruction in operation and maintenance of systems, subsystems, and equipment.
 - 2. Demonstration and training video recordings.

1.03 SUBMITTALS

- A. Instruction Program: Submit three (3) copies of outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
- B. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Architects and Owners, and other information specified.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.
- E. Provide approved final Operations and Maintenance Manuals for use during the training sessions.

1.04 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative experienced in operation and maintenance procedures and training.
- C. Schedule training only after system subject of training has been fully tested and is fully operational.

1.05 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.
- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance date have been reviewed and approved by Architect.

PART 2 PRODUCTS

2.01 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module include instruction for the following:
 - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
 - a. System, subsystem, and equipment descriptions.
 - b. Performance and design criteria if Contractor is delegated design responsibility.
 - c. Operating standards.
 - d. Regulatory requirements.
 - e. Equipment function.
 - f. Operating characteristics.
 - g. Limiting conditions.
 - h. Performance curves.
 - 2. Documentation: Review the following items in detail:
 - a. Emergency manuals.
 - b. Systems and equipment operation manuals.
 - c. Systems and equipment maintenance manuals.
 - d. Product maintenance manuals.
 - e. Project Record Documents.
 - f. Identification systems.
 - g. Warranties and bonds.
 - h. Maintenance service agreements and similar continuing commitments.
 - 3. Emergencies: Include the following, as applicable:
 - a. Instructions on meaning of warnings, trouble indications, and error messages.
 - b. Instructions on stopping.
 - c. Shutdown instructions for each type of emergency.
 - d. Operating instructions for conditions outside of normal operating limits.
 - e. Sequences for electric or electronic systems.
 - f. Special operating instructions and procedures.
 - 4. Operations: Include the following, as applicable:
 - a. Startup procedures.
 - b. Equipment or system break-in procedures.
 - c. Routine and normal operating instructions.
 - d. Regulation and control procedures.
 - e. Control sequences.
 - f. Safety procedures.
 - g. Instructions on stopping.
 - h. Normal shutdown instructions.
 - i. Operating procedures for emergencies.
 - j. Operating procedures for system, subsystem, or equipment failure.
 - k. Seasonal and weekend operating instructions.

- I. Required sequences for electric or electronic systems.
 - m. Special operating instructions and procedures.
 - 5. Adjustments: Include the following:
 - a. Alignments.
 - b. Checking adjustments.
 - c. Noise and vibration adjustments.
 - d. Economy and efficiency adjustments.
 - 6. Troubleshooting: Include the following:
 - a. Diagnostic instructions.
 - b. Test and inspection procedures.
 - 7. Maintenance: Include the following:
 - a. Inspection procedures.
 - b. Types of cleaning agents to be used and methods of cleaning.
 - c. List of cleaning agents and methods of cleaning detrimental to product.
 - d. Procedures for routine cleaning.
 - e. Procedures for preventive maintenance.
 - f. Procedures for routine maintenance.
 - g. Instruction on use of special tools.
 - 8. Repairs: Include the following:
 - a. Diagnosis instructions.
 - b. Repair instructions.
 - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
 - d. Instructions for identifying parts and components.
 - e. Review of spare parts needed for operation and maintenance.

PART 3 EXECUTION

3.01 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a combined training manual.
- B. Set up instructional equipment at instruction location.
- C. Provide the final training manual, a site-specific agenda and the resume of the training instructor to the Architect and Clerk of the Works.

3.02 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Owner will furnish Contractor with names and positions of participants.
 - 2. Schedule training only after system has been tested and is fully operational.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season. Schedule training with Owner, through the Clerk of Works with at least fourteen days advance notice. Start up and commission of systems must be completed before scheduling instructional session.

- D. Review all valve tags, labeling and access locations and provide summary or plans of all valves, shutoffs and maintenance access locations.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of a demonstration performance-based test.
- F. Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.
- G. Taping: Provide CD of training session in digital format requested by Owner and provide copies to Owner within 10 days of training session.

END OF SECTION